

ORIGINAL

1 LOIS J. SCHIFFER
 Assistant Attorney General
 2 Environment and Natural
 Resources Division
 3 NOEL WISE
 Environmental Enforcement
 4 Section
 U.S. Department of Justice
 5 Howard St., Suite 870
 San Francisco, California 94103
 Telephone: (415) 744-6471

6 ALEJANDRO N. MAYORKAS
 United States Attorney
 LEON W. WEIDMAN
 Chief, Civil Division
 ROGER E. WEST
 1st Assistant Chief, Civil Division
 10 300 North Los Angeles Street, Suite 7516
 Los Angeles, California 90012
 Telephone: (213) 894-2461

12 NANCY J. MARVEL
 ARTHUR L. HAUBENSTOCK
 13 U.S. Environmental Protection Agency, Region IX
 75 Hawthorne Street, M/S ORC-3
 14 San Francisco, California 94105
 Telephone: (415) 744-1355

15 BILL LOCKYER
 16 Attorney General of the State of California
 THEODORA BERGER
 17 Assistant Attorney General
 DENNIS A. RAGEN
 18 Deputy Attorney General
 110 West A Street, Suite 1100
 19 San Diego, California 92101
 Telephone: (619) 645-2016

20 Attorneys for Plaintiffs the United States and California

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

- Priority
- Send
- Clsd
- Enter
- JS-5/JS-6
- JS-2/JS-3

FILED
 CLERK, U.S. DISTRICT COURT
 OCT 10 2000
 CENTRAL DISTRICT OF CALIFORNIA
 DEPUTY

LOGGED
 CLERK, U.S. DISTRICT COURT
 AUG 18 2000
 CENTRAL DISTRICT OF CALIFORNIA
 DEPUTY

ENTERED
 CLERK, U.S. DISTRICT COURT
 OCT 11 2000
 CENTRAL DISTRICT OF CALIFORNIA
 DEPUTY

**THIS CONSTITUTES NOTICE OF ENTRY
AS REQUIRED BY FRCP, RULE 77(d).**

- Docketed 21
- Copies (NIC) Sent
- JS-5/JS-6
- JS-2/JS-3
- CLSD

24 UNITED STATES OF AMERICA, THE) CV 00-08794-SVW(CWx)
 STATE OF CALIFORNIA, and)
 25 THE CALIFORNIA HAZARDOUS) Seventh Partial
 SUBSTANCE ACCOUNT,) Consent Decree
 26 Plaintiffs,)
)
 27 v.)
)
 28 OPERATING INDUSTRIES, INC.,)

OCT 11 2000

00001

9

1 A.H.A.S., INC., JACK)
2 ARAKELIAN, RON ARAKELIAN,)
3 SR., THE ESTATE OF TIM M.)
4 AGAJANIAN, THE CITY OF)
5 MONTEREY PARK, ACTIVE USA,)
6 INC., AK STEEL CORP., ALCOA)
7 COMPOSITES INC., AMERICAN)
8 AIRLINES, AMERICAN NATIONAL)
9 CAN, AMERIPRIDE SERVICES)
10 INC., ARMSTRONG WORLD)
11 INDUSTRIES, INC., ATLANTIC)
12 RICHFIELD CO., ATOFINA)
13 CHEMICALS, INC., BANDAG,)
14 INC., BEHR PROCESS CORP.,)
15 BETHLEHEM STEEL CORP.,)
16 BETZDEARBORN INC., BHP)
17 COATED STEEL CORP., BIRD)
18 INC., BLACK & DECKER, THE)
19 BOEING CO., BORDEN, INC.,)
20 BURNS INTERNATIONAL)
21 SERVICES CORP., CADIHAYES)
22 INC., CHAMPION)
23 INTERNATIONAL CORP.,)
24 CHEVRON ENVIRONMENTAL)
25 MANAGEMENT CO., CHROME)
26 CRANKSHAFT CO., CITY OF LOS)
27 ANGELES ACTING FOR THE LA)
28 DEP'T. OF PUBLIC WORKS,)
CITY OF LOS ANGELES ACTING)
BY AND THROUGH THE LA)
DEP'T. OF WATER AND POWER,)
COLTEC INDUSTRIES, CONOPCO,)
INC., COOPER & BRAIN,)
CROWLEY MARITIME CORP.,)
CROWN BEVERAGE PACKAGING,)
INC., DAIMLERCHRYSLER)
CORP., DEFT, INC., DELTA)
AIR LINES, INC., THE)
DEUTSCH CO., DOUGLAS OIL)
CO. OF CAL., THE DOW)
CHEMICAL CO., DUNN-EDWARDS)
CORP., EMERSON & CUMING,)
INC., EXXON MOBIL CORP.,)
FEDERAL EXPRESS CORP.,)
FERRO CORP., FIBREBOARD)
CORP., FLINT INK CORP., THE)
FLINTKOTE CO., FORD MOTOR)
CO., FORT JAMES CORP., GATX)
TERMINALS CORP., GAYLORD)
CONTAINER CORP., GENERAL)
ELECTRIC CO., GENERAL)
MOTORS CORP., GEORGIA-)
PACIFIC CORP., THE GLIDDEN)
CO., GOULD INC., HELLMAN)
PROPERTIES LLC, HENKEL)

1	CORP, THE HERTZ CORP.,)
2	HONEYWELL INTERNATIONAL)
	INC., HUNT-WESSON, INC.,)
3	INGERSOLL-RAND, INLAND)
	PAPERBOARD & PACKAGING,)
4	INC., INTERSTATE BRANDS)
	CORP., JEFFERSON SMURFIT)
5	CORP. (U.S.), KERR-MCGEE)
	CORP., KEYSOR CENTURY)
6	CORP., LIBERTY VEGETABLE)
	OIL CO., LOCKHEED MARTIN)
7	CORP., LONG BEACH OIL)
	DEVELOPMENT CO., LOS)
8	ANGELES COUNTY METROPOLITAN)
	TRANSPORTATION AUTHORITY,)
9	LOS ANGELES TIMES)
	COMMUNICATIONS LLC,)
10	MASCOTECH, MAYTAG CORP.,)
	MERCK & CO., INC., MICHELIN)
11	NORTH AMERICA, INC.,)
	MITCHELL ENERGY CORP., MRC)
12	HOLDINGS, INC., NATIONAL)
	RAILROAD PASSENGER CORP.,)
13	NESTLE USA, INC., NL)
	INDUSTRIES, INC.,)
14	OCCIDENTAL PETROLEUM CORP.,)
	OWENS-ILLINOIS, INC.,)
15	PACIFIC TUBE CO., PARKER)
	HANNIFIN CORP., PERVO PAINT)
16	CO., PPG INDUSTRIES, INC.,)
	THE PROCTER & GAMBLE)
17	MANUFACTURING CO.,)
	PRUDENTIAL OVERALL SUPPLY,)
18	REVLON CONSUMER PRODUCTS)
	CORP., REYNOLDS METALS CO.,)
19	SARA LEE CORP., SBC)
	HOLDINGS, INC., SHELL OIL)
20	CO., SOCO-LYNCH CORP.,)
	SOUTHERN CALIFORNIA EDISON,)
21	SOUTHERN CALIFORNIA GAS)
	CO., STONE CONTAINER CORP.,)
22	SUPERIOR INDUSTRIES)
	INTERNATIONAL, INC., TEXACO)
23	INC., THERMAL ENGINEERING)
	INT'L. (USA) INC., THUMS)
24	LONG BEACH CO.,)
	TRANSPORTATION LEASING CO.,)
25	TRIBUNE CO., TRW INC.,)
	UNION PACIFIC RESOURCES)
26	CO., UNITED PARCEL SERVICE,)
	INC., UNOCAL CORP., VAN)
27	WATERS & ROGERS INC., VEST,)
	INC., VIACOM INC., WASTE)
28	MANAGEMENT, WATERFORD)
	WEDGWOOD USA, WILLAMETTE)

00003

1 INDUSTRIES, INC., XEROX)
2 CORP., ZOLATONE PROCESS,)
3 INC./SURFACE PROTECTION)
4 INDUSTRIES, INC. and)
5 GOODWILL INDUSTRIES OF SO.)
6 CALIFORNIA, INC.)
7)
8 Defendants.)
9)
10)
11)
12)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

7 //
8 //

OPERATING INDUSTRIES, INC. (OII) SUPERFUND SITE
SEVENTH PARTIAL CONSENT DECREE
TABLE OF CONTENTS

1			
2			
3	I.	JURISDICTION	8
4	II.	PARTIES BOUND	9
5	III.	GENERAL PROVISIONS	9
6	IV.	OVERVIEW OF DEFENDANTS' & GREENFIELD'S OBLIGATIONS	10
7	V.	OII SITE BACKGROUND	13
8	VI.	CASMALIA DISPOSAL SITE BACKGROUND	16
9	VII.	DEFINITIONS	19
10	VIII.	NO ADMISSION OF LIABILITY	36
11	IX.	CERTIFICATION BY GREENFIELD	37
12	X.	COMMITMENTS BY THE OWNER/OPERATOR GROUP	38
13	XI.	COMMITMENTS BY GREENFIELD	47
14	XII.	COMMITMENTS BY THE GENERATOR GROUP	58
15	XIII.	COMMITMENTS BY GOODWILL	79
16	XIV.	COMMITMENTS BY THE CITY OF MONTEREY PARK	81
17	XV.	COMMITMENTS BY SCE	84
18	XVI.	GENERAL COMMITMENTS BY ALL DEFENDANTS, GREENFIELD AND THE OII SITE TRUSTS	84
19			
20	XVII.	ADDITIONAL COMMITMENTS BY ALL PARTIES PERFORMING WORK UNDER THIS CONSENT DECREE	95
21	XVIII.	COMMITMENTS TO IMPLEMENT INSTITUTIONAL CONTROLS	125
22	XIX.	JOINT COMMITMENT BY THE GENERATOR GROUP AND THE OWNER/OPERATOR GROUP	136
23			
24	XX.	FORCE MAJEURE	137
25	XXI.	DISPUTE RESOLUTION	140
26	XXII.	STIPULATED PENALTIES	146
27	XXIII.	COVENANTS NOT TO SUE BY PLAINTIFFS	154
28	XXIV.	COVENANTS BY DEFENDANTS AND GREENFIELD	169

1 XXV. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION . . . 176
2 XXVI. SUCCESSORS IN PROPERTY INTERESTS 178
3 XXVII. PRIORITY OF CLAIMS 191
4 XXVIII. NOTICES 192
5 XXIX. MODIFICATION 195
6 XXX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT 196
7 XXXI. RETENTION OF JURISDICTION 197
8 XXXII. EFFECTIVE DATE 197
9 XXXIII. TERMINATION AND SATISFACTION 197
10 XXXIV. SECTION AND PARAGRAPH HEADINGS 201
11 XXXV. REPRESENTATIVE AUTHORITY & SERVICE 202
12 XXXVI. COUNTERPARTS 203

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Appendices

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- Appendix A, entitled "Generator Group"
- Appendix B, entitled "North Parcel Description,"
- Appendix C, entitled "South Parcel Description."
- Appendix D, entitled "Option & Transfer Agreement,"
- Appendix E, entitled "Contribution Settlement."
- Appendix F, entitled "GCLC Record of Decision"
- Appendix G, entitled "Final Record of Decision"
- Appendix H, entitled "Scope of Work (SOW),"
- Appendix I, entitled "Acceptable South Parcel Title Exceptions,"
- Appendix J, entitled "South Parcel Title Exceptions to be
Removed,"
- Appendix K, entitled "OII Site Custodial Trust Agreement,"
- Appendix L, entitled "OII Site Stewardship Trust Agreement,"
- Appendix M, entitled "Form of Access and Restrictive Easement"
- Appendix N, entitled "Form of Notice to Successors in Property
Interests,"
- Appendix O, entitled "Form of Affidavit for Successors in
Property Interests,"
- Appendix P, entitled "Form of Affidavit for Small Business
Successors in Property Interests."

1 (i) Operating Industries, Inc., A.H.A.S., Inc., Jack
2 Arakelian, Ron Arakelian, Sr. and the Estate of Tim M. Agajanian
3 (collectively, the "Owner/Operator Group");

4 (ii) the City of Monterey Park;

5 (iii) the persons on the list attached to this Consent
6 Decree as Appendix A, entitled "Generator Group" (collectively,
7 the "Generator Group");

8 (iv) Goodwill Industries of Southern California, Inc.
9 ("Goodwill"); and

10 (v) Southern California Edison ("SCE").

11 WHEREAS, Plaintiffs allege that the OII Site and the
12 Casmalia Disposal Site are facilities as defined in Section
13 101(9) of CERCLA, 42 U.S.C. § 9601(9).

14 WHEREAS, Plaintiffs allege that the OII Site and the
15 Casmalia Disposal Site continue to pose an imminent and
16 substantial endangerment within the meaning of Section 106 of
17 CERCLA, 42 U.S.C. § 9606, and Section 7003 of RCRA, 42 U.S.C.
18 § 6973.

19 WHEREAS, Plaintiffs allege that the City of Monterey Park,
20 SCE, Goodwill and the members of both the Owner/Operator Group
21 and the Generator Group (collectively, the "Defendants") are
22 persons, as defined in Section 101(21) of CERCLA, 42 U.S.C.
23 § 9601(21).

24 WHEREAS, Plaintiffs allege that each member of the
25 Owner/Operator Group was an "operator" of all or relevant
26 portions of the OII Site at the time of disposal of hazardous
27 substances at the OII Site, as defined in Section 107(a) of
28 CERCLA, 42 U.S.C. § 9607(a).

1 WHEREAS, Plaintiffs allege that each member of the
2 Owner/Operator Group, other than Ron Arakelian, Sr., was an
3 "owner" of all or relevant portions of the OII Site at the time
4 of disposal of hazardous substances at the OII Site, as defined
5 in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

6 WHEREAS, Plaintiffs allege that SCE, in addition to being a
7 member of the Generator Group, is currently the owner of a
8 portion of the OII Site (the "SCE Landfill Property"), as defined
9 in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

10 WHEREAS, Plaintiffs allege that wastes, and constituents
11 thereof, generated by the Generator Group, the City of Monterey
12 Park and Goodwill and sent to and disposed of at the OII Site, or
13 arranged or accepted by the Generator Group, the City of Monterey
14 Park and by Goodwill for transport to and disposal at the OII
15 Site, included "hazardous substances," as defined in Section
16 101(14) of CERCLA, 42 U.S.C. § 9601(14), and California Health
17 and Safety Code §§ 25316 and 25317.

18 WHEREAS, Plaintiffs allege that the quantity and nature of
19 the manifested wastes and constituents thereof that both the City
20 of Monterey Park and Goodwill contributed to the OII Site are
21 minimal in comparison with other hazardous substances at the OII
22 Site.

23 WHEREAS, Plaintiffs allege that the Owner/Operator Group
24 arranged for wastes and constituents thereof, consisting of
25 leachate generated at the OII Site from wastes and constituents
26 thereof originally disposed of at the OII Site, to be transported
27 to and disposed of at the Casmalia Disposal Site, and that these
28 wastes or constituents thereof disposed of at the Casmalia

1 Disposal Site (the "OII-Casmalia Wastes") included "hazardous
2 substances," as defined in Section 101(14) of CERCLA, 42 U.S.C.
3 § 9601(14), and California Health and Safety Code §§ 25316 and
4 25317.

5 WHEREAS, Plaintiffs allege that minimal portions of the OII-
6 Casmalia Wastes were derived from wastes and constituents thereof
7 originally generated by the members of the Generator Group, and
8 that the quantity and nature of the portion of the OII-Casmalia
9 Wastes attributable to each member of the Generator Group are
10 minimal in comparison with other hazardous substances at the
11 Casmalia Disposal Site.

12 WHEREAS, Plaintiffs allege that the past, present, and
13 potential migration of hazardous substances at the OII Site and
14 at the Casmalia Disposal Site constitute actual and threatened
15 releases, as defined in Section 101(22) of CERCLA, 42 U.S.C.
16 § 9601(22), and California Health and Safety Code §§ 25320 and
17 25321, and further allege that all of the Defendants are liable
18 for response costs at these sites under Section 107(a) of CERCLA,
19 42 U.S.C. § 9607(a), and California Health and Safety Code
20 § 25360.

21 WHEREAS, the Owner/Operator Group, in order to resolve and
22 satisfy the claims asserted against them under CERCLA, and due to
23 their inability to pay their respective shares of liability to
24 clean up the OII Site through the contribution of funds alone,
25 have agreed to make the payments specified herein and to dedicate
26 the title or proceeds of the sale of the former Operating
27 Industries, Inc. landfill property toward the cleanup of the OII
28 Site. The Owner/Operator Group shall make these payments and

1 conveyances to a trust to be created by the Generator Group under
2 the terms of this Consent Decree (the "OII Site Custodial
3 Trust"). The income and assets of the OII Site Custodial Trust
4 will be solely dedicated to the remediation of the OII Site, and
5 the Owner/Operator Group and the Generator Group intend the OII
6 Site Custodial Trust to meet the requirements for a qualified
7 settlement fund under 26 Code of Federal Regulations Section
8 1.468B, including the right of the EPA to oversee its activities.

9 WHEREAS, the former Operating Industries, Inc. landfill
10 property is comprised of two parcels, the "North Parcel" and the
11 "South Parcel," which are separated by the Pomona Freeway and
12 which are respectively delineated in the maps and legal
13 descriptions attached to this Consent Decree as Appendix B,
14 entitled "North Parcel Description," and Appendix C, entitled
15 "South Parcel Description."

16 WHEREAS, Greenfield Monterey Park, L.L.C. ("Greenfield")
17 intends, pursuant to an existing option agreement attached to
18 this Consent Decree as Appendix D, entitled "Option & Transfer
19 Agreement," to purchase a portion of the North Parcel referred to
20 as the "Development Parcel" from A.H.A.S., Inc., and Greenfield's
21 purchase of the Development Parcel would subject it to liability
22 under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.
23 The Development Parcel is further delineated in the maps and
24 legal descriptions attached to this Consent Decree as Appendix B,
25 entitled "North Parcel Description." The Option & Transfer
26 Agreement establishes the terms of sale for the Development
27 Parcel, including the purchase price, if Greenfield elects to
28 purchase it. The terms of the Option & Transfer Agreement are

1 | not binding in any way on any of the Parties other than its
2 | signatories and, to the extent specified in the agreement, the
3 | signatories' successors; it is attached to this Consent Decree
4 | solely for informational purposes.

5 | WHEREAS, Greenfield presently intends to ready the
6 | Development Parcel for redevelopment by Monterey Park Market
7 | Place, LLC, a wholly-owned subsidiary of The Ezralow Company, LLC
8 | (collectively, "Ezralow"), which intends to construct
9 | improvements on the Development Parcel, including, but not
10 | limited to, a shopping center.

11 | WHEREAS, Greenfield is not currently, nor has it ever been,
12 | named as a potentially responsible party at the OII Site; and
13 | whereas Greenfield represents, and, for the purposes of this
14 | Consent Decree, the EPA relies on those representations, that its
15 | involvement with the OII Site has been limited to inspecting,
16 | auditing and performing environmental and other due diligence
17 | activities with respect to the North Parcel in connection with
18 | Greenfield's proposed purchase and preparation for redevelopment
19 | of the Development Parcel.

20 | WHEREAS, Plaintiffs allege that Greenfield is a "person" as
21 | defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21), and
22 | whereas Plaintiffs further allege that Greenfield, upon
23 | purchasing the Development Parcel, would be an "owner" and an
24 | "operator" with respect to the OII Site, as defined in Section
25 | 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1), and would be liable
26 | for response costs at the OII Site under Section 107(a) of
27 | CERCLA, 42 U.S.C. § 9607(a), and California Health and Safety
28 | Code § 25360.

1 WHEREAS, the EPA notified the State of California that it
2 intended to enter into this settlement, in accordance with the
3 requirements of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a),
4 and the State of California has participated in and is a party to
5 this settlement.

6 WHEREAS, pursuant to Sections 121 and 122 of CERCLA, 42
7 U.S.C. §§ 9621 and 9622, and the authority of the Attorney
8 General of the United States to compromise and settle claims of
9 the United States, Plaintiffs, Defendants and Greenfield have
10 each stipulated and agreed to the making and entry of this
11 Consent Decree prior to the taking of any testimony, and in
12 settlement of the claims raised in the Complaint to the extent
13 expressed in this Consent Decree.

14 WHEREAS, the United States, the State of California, the
15 Defendants and Greenfield have agreed upon a settlement pursuant
16 to which the Owner/Operator Group, the City of Monterey Park,
17 Greenfield, the Generator Group and SCE agree to make payments to
18 the EPA and the State of California, and the Owner/Operator
19 Group, the Generator Group, the City of Monterey Park, SCE,
20 Goodwill and Greenfield agree to undertake certain actions in
21 connection with the OII Site, for resolution of the claims set
22 forth in the Complaint filed in this action, or, with respect to
23 Greenfield, for resolution of the liability that would result
24 from its purchase and operation of the Development Parcel.

25 WHEREAS, the Owner/Operator Group and the Generator Group
26 have entered into a separate settlement of the contribution
27 claims they have against each other (the "Contribution
28 Settlement"), conditioned upon entry of this Consent Decree. A

1 copy of the Contribution Settlement is attached to this Consent
2 Decree as Appendix E, entitled "Contribution Settlement." The
3 terms of the Contribution Settlement are not binding in any way
4 on any parties other than its signatories; it is attached to this
5 Consent Decree solely for informational purposes and because the
6 signatories to the Contribution Settlement intend this Court to
7 have continuing jurisdiction over it.

8 WHEREAS, the Plaintiffs, the Defendants and Greenfield
9 (collectively, the "Parties") recognize, and the Court by
10 entering this Consent Decree finds, that the Parties have entered
11 into this Consent Decree in good faith, in an effort to avoid
12 expensive and protracted litigation, and that this Consent Decree
13 is fair, reasonable, and in the public interest.

14 NOW THEREFORE, it is ORDERED, ADJUDGED, AND DECREED as
15 follows:

16
17 **I. JURISDICTION**

18 The Court has jurisdiction over the subject matter of this
19 action and the signatories to this Consent Decree pursuant to 28
20 U.S.C. §§ 1331 and 1345, and CERCLA, 42 U.S.C. §§ 9606, 9607 and
21 9613(b), and supplemental jurisdiction over the claims arising
22 under the laws of California pursuant to 28 U.S.C. § 1367.
23 Solely for the purposes of this Consent Decree and the underlying
24 Complaint, the Defendants waive service of summons and agree to
25 submit to the jurisdiction of this Court and to venue in this
26 District. Greenfield voluntarily submits to the jurisdiction of
27 this Court and to venue in this District for the limited purpose
28 of participating in this Consent Decree, and further waives any

1 requirement for service. Neither the Defendants nor Greenfield
2 shall challenge the Court's jurisdiction to enter and enforce
3 this Consent Decree.

4
5 **II. PARTIES BOUND**

6 This Consent Decree applies to and is binding upon the
7 United States of America, the State of California, the California
8 Hazardous Substance Account, the Defendants, Greenfield and their
9 successors and assigns. Any change in ownership or corporate
10 status of a Defendant or of Greenfield, including, but not
11 limited to, any transfer of assets or real or personal property,
12 shall in no way alter that Party's responsibilities under this
13 Consent Decree.

14
15 **III. GENERAL PROVISIONS**

16 **A. Objectives of the Parties.**

17 1. The objectives of the Parties in entering into
18 this Consent Decree are to protect public health, welfare and the
19 environment at the OII Site and the Casmalia Disposal Site; to
20 reimburse a portion of Plaintiffs' response costs at the OII Site
21 and the Casmalia Disposal Site; to provide funds for response
22 work at the OII Site and the Casmalia Disposal Site; to clean up
23 the OII Site; to sustainably reuse the OII Site consistent with
24 federal, state and local law and policy; and to resolve the
25 claims of Plaintiffs against the Defendants as provided in this
26 Consent Decree.

27 2. The Parties agree that, solely for the purposes of
28 Section 113(j) of CERCLA, 42 U.S.C. § 9613(j), the Remedial

1 Action selected by the final Record of Decision for the Gas
2 Migration Control and Landfill Cover operable unit of the OII
3 Site (the "OII Site GCLC ROD") (a copy of which is attached to
4 this Consent Decree as Appendix F, entitled "GCLC Record of
5 Decision") and the Final Record of Decision for the OII Site (the
6 "OII Site Final ROD") (a copy of the first volume of which is
7 attached to this Consent Decree as Appendix G, entitled "Final
8 Record of Decision"), and the work to be performed by the
9 Defendants and/or Greenfield under this Consent Decree, shall
10 constitute response actions taken or ordered by the President.

11 B. Effect on Prior Settlers. Nothing in this Consent
12 Decree shall limit or affect the rights or obligations, as set
13 forth in any prior consent decrees for the OII Site, of the
14 parties to those consent decrees, except as provided in Paragraph
15 XXV.B (Effect of Settlement; Contribution Protection, page 176).

16
17 **IV. OVERVIEW OF DEFENDANTS' & GREENFIELD'S OBLIGATIONS**

18 This Section is included as an introduction to the structure
19 of this Consent Decree for convenience of reference only, and is
20 not intended to supercede any other provisions of this Consent
21 Decree. In the event of any conflict between the terms contained
22 in this Section and those contained in any other Section of this
23 Consent Decree, the terms of this Section are to be disregarded.

24 This Consent Decree embodies the Defendants' and
25 Greenfield's agreement to perform the actions and abide by the
26 requirements set forth in the Consent Decree, in return for the
27 covenants by the Plaintiffs and other benefits set forth in the
28 Consent Decree. Certain requirements differ for individual

1 parties or groups of parties. To minimize redundancy and enhance
2 clarity, this Consent Decree includes Sections addressing the
3 obligations and responsibilities of individual Defendants, groups
4 of similarly-situated Defendants, and of Greenfield, followed by
5 those Sections addressing obligations and responsibilities shared
6 by multiple Parties (excluding the Plaintiffs) or groups of those
7 Parties.

8 The City of Monterey Park, the Generator Group, Goodwill,
9 Greenfield, the Owner/Operator Group and SCE each has a separate
10 Section devoted to its individual responsibilities; these
11 Sections largely follow the order in which their respective
12 responsibilities must be commenced. The Owner/Operator Group's
13 obligations to pay response costs and to transfer title to the
14 properties that primarily comprise the OII Site are set forth in
15 Section X (Commitments by the Owner/Operator Group, page 38).
16 Greenfield's obligations to pay response costs and to construct
17 the remedy for a portion of the OII Site (the portion referred to
18 as "OII Site-North" or "OSN," which includes all of the OII Site
19 north of the Pomona Freeway, excluding the Remediation Parcel)
20 are set forth in Section XI (Commitments by Greenfield, page 47).
21 The Generator Group's obligations to provide security for the
22 Remediation Parcel portion of the North Parcel (which contains
23 the Landfill Gas Treatment System and the Leachate Treatment
24 Plant), to perform the long-term operation and maintenance of the
25 remedy for the OII Site-North portion of the OII Site, and to
26 establish and maintain trusts for the benefit of the OII Site,
27 are set forth in Section XII (Commitments by the Generator Group,
28 page 58). Goodwill's obligations to staff a public document

1 repository for the OII Site are set forth in Section XIII
2 (Commitments by Goodwill, page 79). The City of Monterey Park's
3 obligation to contribute to the cost of remediating the OII Site,
4 including the operation and maintenance of the remedy for the OII
5 Site-North portion of the OII Site, is set forth in Section XIV
6 (Commitments by the City of Monterey Park, page 81). SCE's
7 obligation to pay response costs is set forth in Section XV
8 (Commitments by SCE, page 84).

9 Following the sections addressing individual obligations and
10 responsibilities of the Defendants and Greenfield, four primary
11 Sections address the obligations of multiple groups of parties.
12 General requirements applicable to all Defendants and Greenfield
13 are set forth in Section XVI (General Commitments by all
14 Defendants, Greenfield and the OII Site Trusts, page 84).
15 Additional requirements applicable to work to be performed are
16 set forth in Section XVII (Additional Commitments by All Parties
17 Performing Work Under This Consent Decree, page 95).
18 Commitments regarding institutional controls, including access
19 and land use restrictions, are set forth in Section XVIII
20 (Commitments to Implement Institutional Controls, page 125). The
21 joint obligation of the Owner/Operator Group and Generator Group
22 to contribute to the cost of cleaning up the Casmalia Disposal
23 Site is set forth in Section XIX (Joint Commitment by the
24 Generator Group and the Owner/Operator Group, page 136).

25 Lastly, in addition to the provisions regarding the
26 Defendants and Greenfield's obligations to make payments and
27 conduct or refrain from specified activities, this Consent Decree
28 includes certain other provisions, including, but not limited to,

1 stipulated penalties; covenants by Plaintiffs and by the
2 Defendants and Greenfield; and a provision allowing for the
3 conditional assignment of certain benefits and obligations to
4 property interest successors. The Table of Contents on page "i"
5 provides a further guide to all of the Sections of this Consent
6 Decree.

7
8 **V. OII SITE BACKGROUND**

9 The following is a summary of the OII Site background as
10 alleged by the United States and the State of California, which,
11 for the purposes of this Consent Decree, neither the Defendants
12 nor Greenfield either admit or deny.

13 A. The Operating Industries, Inc. landfill is an
14 approximately 190-acre facility located at 900 Potrero Grande
15 Drive, Monterey Park, California. The landfill operated from
16 1948 through 1984. The landfill accepted industrial solid,
17 liquid and hazardous wastes, as well as Municipal Solid Waste;
18 included among these wastes were hazardous substances as defined
19 in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and
20 California Health and Safety Code §§ 25316 and 25317.

21 B. The OII Site is located on the southwestern flank of
22 the La Merced hills (also called the Montebello hills).
23 California Highway 60 (the Pomona Freeway) runs roughly east-west
24 through the OII Site, dividing it into a 45-acre North Parcel and
25 a 145-acre South Parcel.

26 C. The OII Site was proposed for inclusion on the National
27 Priorities List ("NPL") in October 1984 and was subsequently
28 placed on the NPL in May 1986, as set forth at 40 C.F.R. Part

1 300, Appendix B, in accordance with Section 105(a)(8) of CERCLA,
2 42 U.S.C. § 9605(a)(8).

3 D. The contaminants found at the OII Site include
4 hazardous substances as defined by Section 101(14) of CERCLA, 42
5 U.S.C. § 9601(14), and California Health and Safety Code §§ 25316
6 and 25317.

7 E. There have been releases of hazardous substances from
8 the OII Site, and the OII Site poses numerous threats to human
9 health and the environment. The population in proximity to the
10 OII Site includes the nearby residents of the City of Montebello
11 and the City of Monterey Park, those who travel on the portion of
12 the Pomona Freeway that transects the OII Site and workers in the
13 several businesses located on or near the OII Site.

14 F. In response to a release or a substantial threat of a
15 release of hazardous substances at or from the OII Site, the EPA
16 has undertaken response actions at or in connection with that
17 site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will
18 undertake response actions in the future.

19 G. The EPA has completed the Remedial Investigation
20 ("RI"), the Feasibility Study ("FS"), the Proposed Plan, the OII
21 Site GCLC ROD and the OII Site Final ROD pursuant to the National
22 Contingency Plan, as set forth at 40 C.F.R. § 300.430.

23 H. The EPA identified three "operable units," as defined
24 by 40 C.F.R. § 300.5, at the OII Site: Site Control and
25 Monitoring ("SCM"); Leachate Management ("LM"); and Gas Migration
26 Control and Landfill Cover ("Gas Control and Cover"). The first
27 two operable units (SCM and LM) were the subject of two interim
28 Records of Decision ("RODs"). The work required by these interim

1 RODs was the subject of two prior settlements, embodied in two
2 partial consent decrees. The first settlement is captioned
3 United States v. Chevron Chemical Co., No. CV 88 7196 (MRP)Kx,
4 and was entered by the Court on May 11, 1989 (the "OII Site First
5 Partial Consent Decree"). The second settlement is captioned
6 United States v. American Petrofina Exploration Co., No. CV 88
7 7196 (MRP)Kx, entered on September 17, 1991 (the "OII Site Second
8 Partial Consent Decree"). The two interim RODs for SCM and LM
9 were terminated on September 30, 1996 when the EPA issued OII
10 Site Final ROD, which, inter alia, incorporates their prior
11 functions. The work required by the third operable unit, Gas
12 Control and Cover, is the subject of the OII Site GCLC ROD,
13 originally issued by the EPA in 1988 and subsequently amended to
14 include the landfill cover work in 1990. The OII Site GCLC ROD,
15 unlike the previous two interim RODs, is a final ROD and
16 represents a significant portion of the final remedy for the OII
17 Site. The majority of the work required by the OII Site GCLC ROD
18 is addressed in a third partial consent decree, captioned United
19 States v. Chevron Chemical Co., No. CV 91-6520-MRP(Kx), entered
20 on March 30, 1992 (the "OII Site Third Partial Consent Decree").

21 I. On November 2, 1993 the EPA issued a unilateral
22 administrative order ("UAO 94-01") pursuant to Section 106 of
23 CERCLA, 42 U.S.C. § 9606, requiring certain response activities
24 at the OII Site in cooperation with the EPA and the other persons
25 performing work at the OII Site.

26 J. On April 4, 1995 the Court entered a fourth partial
27 consent decree resolving the alleged liability of certain
28 municipalities, transporters and the California Department of

1 Transportation for arranging for disposal of solid waste at the
2 OII Site, captioned United States v. City of Monterey Park, No.
3 CV 94-8685 WMB (GHKx) (the "OII Site Fourth Partial Consent
4 Decree").

5 K. On July 10, 1996 the Court entered a fifth partial
6 consent decree addressing the same subject matter as the OII Site
7 First Partial Decree and the OII Site Third Partial Consent
8 Decree but incorporating new defendants (including the recipients
9 of UAO 94-01), captioned United States v. IT Corp., No. CV
10 96-1959 WMB (JRx) (the "OII Site Fifth Partial Consent Decree").

11 L. On March 7, 1997 the EPA issued a unilateral
12 administrative order ("UAO 97-02") pursuant to Section 106 of
13 CERCLA, 42 U.S.C. § 9606, requiring certain response activities
14 at the OII Site in cooperation with the EPA and the other persons
15 performing work at the OII Site.

16 M. On September 23, 1997 the Court entered a sixth partial
17 consent decree, captioned United States v. Air Products and
18 Chemicals, Inc., No. CV 97-5440 MRP(Mcx) (the "OII Site Sixth
19 Partial Consent Decree"). This decree resolved the liability of
20 GSF Energy, Inc., the former methane recovery operator at the OII
21 Site and specified parties related to GSF for certain response
22 actions and response costs for the OII Site.

23
24 **VI. CASMALIA DISPOSAL SITE BACKGROUND**

25 The following is a summary of the Casmalia Disposal Site
26 background as alleged by the United States and the State of
27 California, which, for the purposes of this Consent Decree,
28 neither the Defendants nor Greenfield either admit or deny.

1 A. The Casmalia Disposal Site is an approximately 252-acre
2 facility located in Santa Barbara County, California. It
3 generally encompasses the former Casmalia Resources Hazardous
4 Waste Management Facility, a commercial hazardous waste
5 treatment, storage and disposal ("TSD") facility that operated
6 from 1973 to 1989. The facility consists of six landfills,
7 numerous surface impoundments, disposal trenches, injection
8 wells, waste spreading areas and tank treatment systems. The
9 facility accepted industrial solid, liquid and hazardous wastes;
10 among these wastes were hazardous substances as defined in
11 Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and California
12 Health and Safety Code §§ 25316 and 25317.

13 B. The Casmalia Disposal Site is located near the southern
14 end of the Casmalia Hills in the Santa Maria Basin of coastal
15 California, approximately ten miles southwest of the town of
16 Santa Maria and one and a half miles north of the town of
17 Casmalia. It is situated within the Shuman Canyon drainage sub-
18 basin on a southern facing slope traversed by three small
19 canyons.

20 C. The contaminants found at the Casmalia Disposal Site
21 include hazardous substances as defined by Section 101(14) of
22 CERCLA, 42 U.S.C. § 9601(14), and California Health and Safety
23 Code §§ 25316 and 25317.

24 D. From 1980 to 1989 the Casmalia Disposal Site had interim
25 status by operation of law pursuant to RCRA Section 3005(e), 42
26 U.S.C. § 6925(e). Neither the EPA nor the State of California
27 granted the facility a final RCRA permit, due to its continuing
28 operational deficiencies. In late 1989, the owner(s) and/or

1 operator(s) ceased accepting off-site waste shipments to the
2 facility and, in the early 1990s, the owner(s) and/or operator(s)
3 stopped all active efforts to meet RCRA's requirements to close
4 and remediate the facility, asserting that they had insufficient
5 funds. The facility has not yet been closed adequately. The
6 facility's closure fund, set aside by the facility's owner(s)
7 and/or operator(s) in an effort to meet RCRA requirements for
8 financial assurance, is insufficient to pay for the costs of
9 closure and post-closure activities at the Casmalia Disposal
10 Site.

11 E. There have been releases of hazardous substances from
12 the Casmalia Disposal Site, and the Casmalia Disposal Site poses
13 numerous threats to human health and the environment.

14 F. In response to a release or a substantial threat of a
15 release of hazardous substances at or from the Casmalia Disposal
16 Site, the EPA has undertaken response actions at or in connection
17 with that site under Section 104 of CERCLA, 42 U.S.C. § 9604, and
18 will undertake response actions in the future.

19 G. In August 1992 the EPA commenced a removal action under
20 CERCLA to implement stabilization actions, prevent further
21 deterioration of site conditions at the Casmalia Disposal Site,
22 and control the most immediate threats.

23 H. On June 23, 1997 the Court entered a partial consent
24 decree (the "Casmalia Consent Decree"), requiring fifty-four
25 defendants (collectively, the "Casmalia Steering Committee") who
26 had generated wastes disposed at the Casmalia Disposal Site to
27 perform and finance certain response actions at the Casmalia
28 Disposal Site, and to perform additional response actions at the

1 Casmalia Disposal Site with funding to be provided from other
2 sources.

3 I. On December 23, 1997 the United States filed a complaint
4 against Casmalia Resources, Hunter Resources and Kenneth H.
5 Hunter, Jr., who were or are owner(s) and/or operator(s) of the
6 Casmalia Disposal Site, seeking the recovery of past and future
7 response costs associated with that site. That litigation, which
8 is captioned United States v. Kenneth Hunter, Jr., et al, CV 97-
9 9449 RAP (RZx), is proceeding.

10
11 **VII. DEFINITIONS**

12 Unless otherwise expressly provided herein, terms used in
13 this Consent Decree that are defined in CERCLA or in regulations
14 promulgated under CERCLA shall have the meaning assigned to them
15 in CERCLA or in those regulations. Whenever terms listed below
16 are used in this Consent Decree, the following definitions shall
17 apply:

18 A. "Casmalia Consent Decree Escrow Account" shall mean the
19 escrow account established pursuant to the Casmalia Consent
20 Decree. The Casmalia Consent Decree Escrow Account holds money
21 collected from the Casmalia Consent Decree and other settlements
22 and enforcement activities, and shall be used for response
23 actions at and concerning the Casmalia Disposal Site.

24 B. "Casmalia Disposal Site" shall mean the "facility," as
25 that term is defined at Section 101(9) of CERCLA, 42 U.S.C.
26 § 9601(9), located at and in areas of contamination emanating
27 from the former RCRA landfill in Santa Barbara County,
28 California, approximately one and a half miles north of the town

1 of Casmalia and approximately ten miles southwest of the town of
2 Santa Maria.

3 C. "Casmalia Disposal Site Certification of Completion"
4 shall mean the Certification of Completion for Phase II Work, as
5 provided by Section XIV (Certifications of Completion, page 51)
6 of the Casmalia Consent Decree.

7 D. "CD-5 Escrow Account" shall mean the cash escrow account
8 established under the OII Site Fifth Partial Consent Decree.

9 E. "CD-7 Work Parties" shall mean the members of the
10 Generator Group, Goodwill and Greenfield.

11 F. "CERCLA" shall mean the Comprehensive Environmental
12 Response, Compensation, and Liability Act of 1980, as amended, 42
13 U.S.C. §§ 9601 et seq.

14 G. "Change in Schedule Report" shall mean a written report
15 to explain any change in schedules for any Significant
16 Deliverable or Significant Activity required of a Party
17 performing work under this Consent Decree, as provided in the
18 SOW.

19 H. "Consent Decree" shall mean this Consent Decree and all
20 appendices attached hereto. In the event of conflict between
21 this Consent Decree and any appendix, this Consent Decree shall
22 control.

23 I. "Construction Completion Report" shall mean the report to
24 be prepared by Greenfield and submitted to EPA pursuant to
25 Section 3.10 of the SOW.

26 J. "Construction & Excavation Management Plan" shall mean
27 the Construction & Excavation Management Plan that Greenfield is
28 required to prepare pursuant to Section 3.7.3 of the SOW.

1 K. "Contribution Settlement" shall mean the separate
2 settlement between the Owner/Operator Group and the Generator
3 Group intended to resolve their mutual contribution claims,
4 conditioned upon entry of this Consent Decree.

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

10 M. "Defendants" shall mean the City of Monterey Park, the
11 members of the Generator Group, Goodwill, the members of the
12 Owner/Operator Group and SCE.

13 N. "Development Parcel" shall mean that portion of the North
14 Parcel delineated and referred to as the "Development Parcel" on
15 the map and legal description of the North Parcel attached to
16 this Consent Decree as Appendix B, entitled "North Parcel
17 Description." The Development Parcel includes all of the North
18 Parcel except for the Remediation Parcel.

19 O. "DOJ Title Standards" shall mean the U.S. Department of
20 Justice Standards for the Preparation of Title Evidence in Land
21 Acquisitions by the United States (1970).

22 P. "EPA" shall mean the United States Environmental
23 Protection Agency and any successor departments or agencies of
24 the United States.

25 Q. "EPA Hazardous Substance Superfund" shall mean the
26 Hazardous Substance Superfund established by the Internal Revenue
27 Code, 26 U.S.C. § 9507.

28 //

1 R. "Existing Contamination" shall mean:

2 1. any hazardous substances, pollutants or
3 contaminants present or existing on or under the North Parcel or
4 the South Parcel of the OII Site as of the effective date of this
5 Agreement;

6 2. any hazardous substances, pollutants or
7 contaminants within the OII Site that migrated from the location
8 at which they were initially released into the environment prior
9 to the effective date of this Consent Decree; and

10 3. any hazardous substances, pollutants or
11 contaminants presently at the OII Site that migrate onto, under
12 or from their present locations after the effective date of this
13 Consent Decree.

14 S. "Future Access and Institutional Control Response Costs"
15 shall mean all costs that the United States incurs in reviewing
16 or developing plans, reports and other items required by;
17 verifying compliance with; or otherwise implementing, overseeing,
18 or enforcing the provisions of this Consent Decree with respect
19 to the following provisions: (i) Paragraph XVI.C.1 (Access to
20 Property, page 86); Paragraph XVI.C.2 (Access to and Retention of
21 Records and Information, page 88); or Section XVIII (Commitments
22 to Implement Institutional Controls, page 125). For purposes of
23 this definition, the United States' costs shall include, but are
24 not limited to, its direct and indirect costs, and shall
25 expressly include the following costs to the extent related to
26 the above-referenced Paragraphs: payroll costs, contractor costs,
27 travel costs, the cost of attorney time and any monies paid to

28 //

1 | secure access and/or to secure or implement institutional
2 | controls.

3 | T. "Future OSN O&M Response Costs" shall mean all costs that
4 | the United States incurs in reviewing or developing plans,
5 | reports and other items related to the OSN O&M Work required by
6 | this Consent Decree, verifying the OSN O&M Work, or otherwise
7 | implementing, overseeing, or enforcing the provisions of this
8 | Consent Decree with respect to the OSN O&M Work. For purposes of
9 | this Paragraph, the United States' costs shall include, but are
10 | not limited to, its direct and indirect costs, and shall
11 | expressly include, to the extent related to the OSN O&M Work, the
12 | following costs: payroll costs, contractor costs, travel costs,
13 | laboratory costs and the costs incurred pursuant to Paragraphs
14 | XVI.C.1 (Access to Property, page 86) (including, but not limited
15 | to, the cost of attorney time and any monies paid to secure
16 | access and/or to secure or implement institutional controls),
17 | XVII.M (Emergency Response, page 114) and XVII.L (Work Takeover,
18 | page 112).

19 | U. "Future OSN Response Costs" shall mean all costs that the
20 | United States incurs in reviewing or developing plans, reports
21 | and other items related to the OSN RA Work required by this
22 | Consent Decree, verifying the OSN RA Work, or otherwise
23 | implementing, overseeing, or enforcing the provisions of this
24 | Consent Decree with respect to the OSN RA Work. For purposes of
25 | this Paragraph, the United States' costs shall include, but are
26 | not limited to, its direct and indirect costs, and shall
27 | expressly include, to the extent related to the OSN RA Work, the
28 | following costs: payroll costs, contractor costs, travel costs,

1 laboratory costs and the costs incurred pursuant to Paragraphs
2 XVI.C.1 (Access to Property, page 86) (including, but not limited
3 to, the cost of attorney time and any monies paid to secure
4 access and/or to secure or implement institutional controls),
5 XVII.M (Emergency Response, page 114) and XVII.L (Work Takeover,
6 page 112). Future OSN Response Costs shall also include all
7 Interim OSN Response Costs.

8 V. "Future RP Security Work Response Costs" shall mean all
9 costs that the United States incurs in reviewing or developing
10 plans, reports and other items pursuant to the RP Security Work
11 required by this Consent Decree, verifying the RP Security Work,
12 or otherwise implementing, overseeing, or enforcing the
13 provisions of this Consent Decree with respect to RP Security
14 Work. For purposes of this Paragraph, the United States' costs
15 shall include, but are not limited to, its direct and indirect
16 costs, and shall expressly include, to the extent related to the
17 RP Security Work, the following costs: payroll costs, contractor
18 costs, travel costs and the costs incurred pursuant to Paragraphs
19 XVII.M (Emergency Response, page 114) and XVII.L (Work Takeover,
20 page 112).

21 W. "Future Response Costs" shall mean:

22 1. with respect to the Generator Group, all Future RP
23 Security Work Response Costs and all Future OSN O&M Response
24 Costs;

25 2. with respect to Greenfield, all Future OSN Response
26 Costs, and, to the extent related to property owned or controlled
27 by Greenfield or to any work required of Greenfield by this

28 //

1 Consent Decree, all Future Access and Institutional Control
2 Response Costs; and

3 3. with respect to the OII Site Trusts and SCE, all
4 Future Access and Institutional Control Response Costs related to
5 property they respectively own or control.

6 X. "Generator Group" shall mean the Defendants on the list
7 attached to this Consent Decree as Appendix A to this Consent
8 Decree, entitled "Generator Group."

9 Y. "Interest" shall mean interest at the rate specified for
10 interest on investments of the Hazardous Substance Superfund
11 established under Subchapter A of Chapter 98 of Title 26 of the
12 U.S. Code, compounded on October 1 of each year, in accordance
13 with CERCLA § 107(a), 42 U.S.C. § 9607(a).

14 Z. "Interim OSN Response Costs" shall mean all costs
15 incurred by the United States, including direct and indirect
16 costs, paid in connection with the OSN RA Work between September
17 30, 1999 and the effective date of this Consent Decree, which
18 shall also include those costs paid in connection with the work
19 conducted under the OII Site Third Partial Consent Decree on the
20 remedy for the North Parcel.

21 AA. "Interpretive Center" shall mean the building, room or
22 other place on the Development Parcel established to allow public
23 access to information about the OII Site, including the
24 administrative record for the OII Site, as specified in the SOW.

25 BB. "Interpretive Center Staffing Work" shall mean all
26 activities necessary to provide staffing for an Interpretive
27 Center on the Development Parcel, as described in the approved

28 //

1 Interpretive Center Staffing Work Plan and as specified in the
2 SOW.

3 CC. "Interpretive Center Staffing Work Plan" shall mean the
4 document developed pursuant to Paragraph XIII.A.3 (Interpretive
5 Center Staffing Work Plan & Implementation, page 80) of this
6 Consent Decree as approved by the EPA and any amendments thereto.

7 DD. "Matters Addressed" shall mean:

8 1. with respect to the City of Monterey Park and
9 Goodwill, their respective liability under CERCLA Section
10 107(a)(3), 42 U.S.C. § 9607(a)(3) or RCRA Section 7003, 42 U.S.C.
11 § 6973 for having arranged for the disposal of a de minimis
12 quantity of manifested wastes containing hazardous substances at
13 the OII Site.

14 2. with respect to the members of the Generator
15 Group: (a) each member's individual liability for the de minimis
16 quantity of leachate from the OII Site that is attributable to
17 that member and that was disposed of at the Casmalia Disposal
18 Site under CERCLA Section 107(a)(3), 42 U.S.C. § 9607(a)(3) or
19 under RCRA Section 7003, 42 U.S.C. § 6973; and (b) each member's
20 liability under CERCLA Section 107(a)(3), 42 U.S.C. § 9607(a)(3)
21 or under RCRA Section 7003, 42 U.S.C. § 6973 to perform and pay
22 for the RP Security Work and the OSN O&M Work, and to establish,
23 maintain, or be responsible for the OII Site Trusts.

24 3. with respect to Greenfield, its prospective
25 liability for any Existing Contamination as an owner or operator
26 of the OII Site under CERCLA Section 107(a)(1) or (2), 42 U.S.C.
27 § 9607(a)(1) or (2) or under RCRA Section 7003, 42 U.S.C. § 6973,
28 as well as its prospective liability for any Existing

1 Contamination at the OII Site under CERCLA Section 107(a)(3), 42
2 U.S.C. § 9607(a)(3) to the extent that its prospective liability
3 arises from its redisposal of the Existing Contamination in
4 implementing the work plan for the OSN RA Work (the "OSN RA Work
5 Plan"), providing that any redisposal of Existing Contamination
6 is performed by Greenfield pursuant to this Consent Decree in
7 accordance with the OSN RA Work Plan and the SOW.

8 4. with respect to the OII Site Trusts and their
9 Trustees, their prospective liability for any Existing
10 Contamination as owners or operators of the OII Site under CERCLA
11 Section 107(a)(1) or (2), 42 U.S.C. § 9607(a)(1) or (2) or under
12 RCRA Section 7003, 42 U.S.C. § 6973.

13 5. with respect to the members of the Owner/Operator
14 Group, their liability for any Existing Contamination as owners
15 or operators of the OII Site under CERCLA Section 107(a)(1) or
16 (2), 42 U.S.C. § 9607(a)(1) or (2); their liability as having
17 arranged for the disposal of the OII-Casmalia Wastes at the
18 Casmalia Disposal Site under Section 107(a)(3), 42 U.S.C.
19 § 9607(a)(3); and their liability under RCRA Section 7003, 42
20 U.S.C. § 6973 with respect to the OII Site and with respect to
21 the OII-Casmalia Wastes disposed of at the Casmalia Disposal
22 Site.

23 6. with respect to SCE, its liability for any
24 Existing Contamination as an owner or operator of the OII Site
25 under CERCLA Section 107(a)(1) or (2), 42 U.S.C. § 9607(a)(1) or
26 (2), or under RCRA Section 7003, 42 U.S.C. § 6973.

27 EE. "Municipal Sewage Sludge" shall mean solid, semisolid,
28 or liquid residue removed during the treatment of municipal waste

1 water, domestic sewage, or other waste water at or by publicly
2 owned or federally owned treatment works.

3 FF. "Municipal Solid Waste" shall mean household waste and
4 solid waste collected from non-residential sources that is
5 essentially the same as household waste. While the composition
6 of such wastes may vary considerably, Municipal Solid Waste
7 generally is composed of large volumes of non-hazardous
8 substances (e.g., yard waste, food waste, glass and aluminum) and
9 can contain small amounts of other wastes as typically may be
10 accepted in RCRA Subtitle D landfills.

11 GG. "National Contingency Plan" or "NCP" shall mean the
12 National Oil and Hazardous Substances Pollution Contingency Plan
13 promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605,
14 codified at 40 C.F.R. Part 300, and any amendments thereto.

15 HH. "Net Proceeds" shall mean the proceeds of any sales,
16 conveyances, or leases of the real and personal property that
17 either the OII Site Custodial Trust or the OII Site Stewardship
18 Trust receives, and any income, receipts, or other proceeds or
19 value otherwise included in or realized from that real or
20 personal property, net of any reasonable costs (including, but
21 not limited to, any ad valorem or other taxes) incurred by the
22 respective trust in connection with its ownership, lease, sale,
23 or other conveyance of that real or personal property.

24 II. "North Parcel" shall mean the real property delineated
25 in the map and legal description attached to this Consent Decree
26 as Appendix B, entitled "North Parcel Description."

27 //

28 //

1 JJ. "North Parcel Community Relations Plan" shall mean the
2 community relations plan that the EPA will prepare for activities
3 relating to the North Parcel.

4 KK. "OII-Casmalia Wastes" shall mean the leachate, generated
5 at the OII Site from wastes and constituents thereof originally
6 disposed of at the OII Site, that was transported to and disposed
7 of at the Casmalia Disposal Site.

8 LL. "OII Property" shall mean the North Parcel and the South
9 Parcel.

10 MM. "OII Site" shall mean the "facility," as that term is
11 defined at Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), located
12 at and in areas of contamination emanating from the former
13 landfill located at 900 Potrero Grande Drive in Monterey Park,
14 California.

15 NN. "OII Site Custodial Trust" shall mean the trust that is
16 to be established by the Generator Group pursuant to Paragraph
17 XII.A.2 of this Consent Decree, which the Generator Group and the
18 Owner/Operator Group intend will meet the requirements for a
19 qualified settlement fund under 26 Code of Federal Regulations
20 Section 1.468B, including the right of the EPA to oversee its
21 activities.

22 OO. "OII Site Final Certification of Completion" shall mean
23 the later of the following two Certifications of Completion of
24 Remedial Action to be issued for the OII Site: (i) the issuance
25 of the Certificate of Completion as defined in Section XXV of the
26 OII Third Partial Consent Decree, or (ii) the issuance of the
27 Certificate of Completion for the remedy required by the OII Site
28 Final ROD.

1 PP. "OII Site Final Remedy" shall mean the remedies selected
2 in the OII Site Final ROD and the OII Site GCLC ROD for the OII
3 Site.

4 QQ. "OII Site Final ROD" shall mean the Final Record of
5 Decision for the OII Site signed by the Region IX Superfund
6 Division Director on September 30, 1996.

7 RR. "OII Site GCLC ROD" shall mean the Record of Decision
8 relating to the Gas Migration Control and Landfill Cover operable
9 unit at the OII Site, signed by the Region IX Deputy Regional
10 Administrator on September 30, 1988, as amended on September 28,
11 1990.

12 SS. "OII Site-North" or "OSN" shall mean the portion of the
13 OII Site north of the Pomona Freeway, excluding the Remediation
14 Parcel.

15 TT. "OII Site Property" shall mean any property within the
16 OII Site.

17 UU. "OII Site Stewardship Trust" shall mean the trust that
18 may be established by the Generator Group pursuant to Paragraph
19 XII.A.3 of this Consent Decree for the purposes of, among other
20 things, receiving and holding real property and any other assets
21 or funds conveyed by the OII Site Custodial Trust.

22 VV. "OII Site Trusts" shall mean the OII Site Custodial
23 Trust and the OII Site Stewardship Trust.

24 WW. "Option & Transfer Agreement" shall mean the separate
25 agreement between Greenfield and A.H.A.S. Inc. (the current owner
26 of the North Parcel, and a member of the Owner/Operator Group)
27 for Greenfield's purchase of the Development Parcel.

28 //

1 XX. "OSN" shall mean the OII Site-North portion of the OII
2 Site.

3 YY. "OSN RA Certification of Completion" shall mean the
4 Certification of Completion to be issued for completion of the
5 OSN RA Work, as provided in Paragraph XI.C.4 (OSN RA
6 Certification of Completion, page 54).

7 ZZ. "OSN RA Work" shall mean all activities Greenfield is
8 required to perform under this Consent Decree to implement the
9 remedy selected for the OII Site by the OII Site GCLC ROD and the
10 OII Site Final ROD to the extent applicable to the OII Site-North
11 portion of the site (excluding groundwater remediation) and to
12 provide an Interpretive Center on the Development Parcel, as
13 provided in the approved OSN RA Work Plan meeting the
14 requirements of this Consent Decree and the SOW, and in
15 accordance with any other plans for the OSN RA Work that
16 Greenfield submits and that are approved by the EPA.

17 AAA. "OSN RA Work Completion Report" shall mean the report
18 to be prepared by Greenfield and submitted to EPA pursuant to
19 Section 3.15 of the SOW.

20 BBB. "OSN RA Work Plan" shall mean the document developed
21 pursuant to Paragraph XI.C.1 (OSN RA Work Plan & Implementation,
22 page 49) of this Consent Decree as approved by the EPA, and any
23 amendments thereto.

24 CCC. "OSN O&M Certification of Completion" shall mean the
25 Certification of Completion to be issued for completion of the
26 OSN O&M Work, as provided in Paragraph XII.C (OSN O&M
27 Certification of Completion, page 73).

28 //

1 DDD. "OSN O&M Work" shall mean all activities required to
2 maintain the effectiveness of the OSN RA Work, as provided under
3 the approved OSN O&M Work Plan meeting the requirements of this
4 Consent Decree and the SOW, and shall include, but not be limited
5 to, Interpretive Center Staffing Work to the extent required of
6 the Generator Group under this Consent Decree and operation,
7 monitoring and maintenance of the remedy for the North Parcel
8 selected by the OII Site GCLC ROD and the OII Site Final ROD
9 (excluding groundwater remediation).

10 EEE. "OSN O&M Work Plan" shall mean the document developed
11 pursuant to Paragraph XII.B (OSN O&M Work Plan & Implementation,
12 page 69) of this Consent Decree as approved by the EPA, and any
13 amendments thereto.

14 FFF. "Owner/Operator Group" shall mean Operating Industries,
15 Inc., A.H.A.S., Inc., Jack Arakelian, Ron Arakelian, Sr. and the
16 Estate of Tim M. Agajanian.

17 GGG. "Paragraph" shall mean a portion of this Consent Decree
18 identified by an arabic numeral or a letter, and all sub-
19 paragraphs subsumed therein.

20 HHH. "Parties" shall mean the United States, the State of
21 California, the California Hazardous Substance Account, the City
22 of Monterey Park, the members of the Generator Group, Goodwill,
23 Greenfield, the members of the Owner/Operator Group and SCE.

24 III. "Performance Standards" shall mean the cleanup
25 standards and other measures of achievement of the goals of the
26 work to be performed by the CD-7 Work Parties, as set forth
27 separately in the SOW with regard to the work respectively
28 required of the Generator Group, Goodwill and Greenfield.

1 JJJ. "Plaintiffs" shall mean the United States, the State of
2 California and the California Hazardous Substance Account.

3 KKK. "Proximate Access Property" shall mean any property
4 that is located in proximity to the OII Site and within an area
5 that the EPA deems, in its sole discretion, is needed to
6 implement any response action at or for the OII Site. With
7 respect to SCE, Proximate Access Property shall mean only that
8 portion of SCE's property that is immediately adjacent to the SCE
9 Landfill Property.

10 LLL. "QAPP" shall mean Quality Assurance Project Plan.

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

14 NNN. "Remediation Parcel" or "RP" shall mean that portion of
15 the North Parcel delineated and referred to as the "Remediation
16 Parcel" on the map and legal description of the North Parcel
17 attached to this Consent Decree as Appendix B, entitled "North
18 Parcel Description." The Remediation Parcel includes all of the
19 North Parcel except for the Development Parcel. The Landfill Gas
20 Treatment System and the Leachate Treatment Plant are located
21 within the Remediation Parcel.

22 OOO. "Required Submission" shall mean any plan, report or
23 other item that is required to be submitted for approval pursuant
24 to this Consent Decree.

25 PPP. "Residential Property" shall mean single or multi-
26 family residences, including accessory land, buildings, or
27 improvements incidental to those dwellings, that are exclusively
28 for residential use.

1 QQQ. "RP" shall mean the Remediation Parcel.
2 RRR. "RP Security Work" shall mean all activities the
3 Generator Group is required to perform under this Consent Decree
4 to provide security for the Remediation Parcel of the North
5 Parcel, as specified in the SOW.
6 SSS. "RP Security Work Plan" shall mean the document
7 developed pursuant to Paragraph XII.D (RP Security Work Plan &
8 Implementation, page 76) of this Consent Decree as approved by
9 the EPA and any amendments thereto.
10 TTT. "SCE" shall mean Southern California Edison.
11 UUU. "SCE Landfill Property" shall mean the portion of
12 property owned by SCE that is adjacent to the North Parcel and
13 that contains landfill-related wastes.
14 VVV. "Section" shall mean a portion of this Consent Decree
15 identified by a roman numeral and all Paragraphs subsumed
16 therein, except as otherwise specified with reference to a
17 section of a statute.
18 WWW. "SHERP" shall mean the Safety, Health and Emergency
19 Response Plan.
20 XXX. "Significant Activity" shall mean any activity
21 designated as a "Significant Activity" in the SOW.
22 YYY. "Significant Deliverable" shall mean any deliverable
23 designated as a "Significant Deliverable" in the SOW.
24 ZZZ. "Small Business" shall mean any business entity that
25 employs no more than 100 individuals and is a "small business
26 concern" as defined under the Small Business Act (15 U.S.C. 631
27 et seq.).
28 //

1 AAAA. "Small Nonprofit Organization" shall mean any
2 organization that does not distribute any part of its income or
3 profit to its members, directors, or officers, employs no more
4 than 100 paid individuals at the involved chapter, office, or
5 department, and has been recognized as a nonprofit organization
6 under Section 501(c)(3) of the Internal Revenue Code of 1986.

7 BBBB. "South Parcel" shall mean the real property
8 delineated in the map and legal description attached to this
9 Consent Decree as Appendix C, entitled "South Parcel
10 Description."

11 CCCC. "SOW" shall mean the scope of work attached to this
12 Consent Decree as Appendix H, entitled "Scope of Work (SOW)," or
13 as modified in accordance with this Consent Decree, for the
14 implementation of: (a) the OSN RA Work; (b) the OSN O&M Work; (c)
15 the Interpretive Center Staffing Work; and (d) the RP Security
16 Work.

17 DDDD. "State Accounts" shall mean the California Hazardous
18 Substance Account; the California Hazardous Waste Control
19 Account; the California Toxic Substances Control Account; the
20 California Site Remediation Account, and any predecessors or
21 successors to those accounts, to the extent that funds have been
22 expended from these accounts on behalf of the Department of Toxic
23 Substances Control.

24 EEEE. "State of California" shall mean the State of
25 California solely on behalf of the Department of Toxic Substances
26 Control, the successor entity to the California Department of
27 Health Services, and any successor departments or agencies.

28 //

1 FFFF. "Supervising Contractor" shall mean, with respect to
2 each CD-7 Work Party, the principal contractor retained by that
3 Party to supervise and direct the implementation of the work
4 required of that Party under this Consent Decree.

5 GGGG. "United States" shall mean the United States of
6 America.

7 HHHH. "Waste Material" shall mean (i) any "hazardous
8 substance" as defined in Section 101(14) of CERCLA, 42 U.S.C.
9 § 9601(14); (ii) any "pollutant or contaminant" under Section
10 101(33) of CERCLA, 42 U.S.C. § 9601(33); (iii) any "solid waste"
11 under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (iv)
12 any "hazardous substance" under California Health and Safety Code
13 §§ 25316 and 25317.

14 IIII. "Working Day" shall mean a day other than a Saturday,
15 Sunday, or federal holiday.

16
17 **VIII. NO ADMISSION OF LIABILITY**

18 The Defendants and Greenfield do not admit to any legal or
19 equitable liability under any federal, state, or local statute,
20 regulation, order, ordinance, or common law for any response
21 costs, damages, penalties, or claims caused by or arising out of
22 conditions at or arising from the OII Site or the Casmalia
23 Disposal Site. By entering into this Consent Decree, or by
24 taking any action in accordance with it, Defendants do not admit
25 any allegations contained herein or in the Complaint, nor do
26 Defendants or Greenfield admit liability for any purpose, nor
27 admit any issues of law or fact, nor admit any responsibility for
28 the alleged release or threat of release of any hazardous

1 substance into the environment. Nothing in this Section shall
2 alter the Defendants' and Greenfield's agreement not to challenge
3 the Court's jurisdiction as set forth in Section I (Jurisdiction,
4 page 8).

5
6 **IX. CERTIFICATION BY GREENFIELD**

7 By entering into this Agreement, Greenfield certifies, to
8 the best of its knowledge and belief, that it has fully and
9 accurately disclosed to the EPA and the State of California all
10 information known to Greenfield and all information in the
11 possession or control of Greenfield's officers, directors,
12 employees, contractors and agents that relates in any material
13 way to any Existing Contamination; any past or potential future
14 release of hazardous substances, pollutants or contaminants at or
15 from the OII Site; and to its qualification for this Consent
16 Decree. Greenfield also certifies, to the best of its knowledge
17 and belief, that it has not caused or contributed to a release or
18 threat of release of hazardous substances or pollutants or
19 contaminants at the OII Site. Greenfield agrees that if the
20 United States determines that Greenfield's certification under
21 this Section is not materially accurate, the EPA may issue a
22 written notice to Greenfield informing it of the EPA's tentative
23 determination that it does not qualify for any benefits under
24 this Consent Decree due to the material defect(s) in Greenfield's
25 certification, and providing the grounds for the EPA's belief.
26 Within thirty days of receipt of the EPA's tentative
27 determination, Greenfield may invoke the review procedures set
28 forth in Paragraph XXVI.D.3 (Review of Decision to Revoke

1 Benefits) by submitting the written response required by that
2 Paragraph. If Greenfield does not timely invoke those review
3 procedures, the EPA may, in its sole and unreviewable discretion,
4 issue a determination that Greenfield did not meet the
5 requirements of this Section, and thereafter the benefits
6 otherwise provided by this Consent Decree to Greenfield shall be
7 of no effect, and all rights that the United States may have
8 against Greenfield shall be reserved.

9
10 **X. COMMITMENTS BY THE OWNER/OPERATOR GROUP**

11 The Owner/Operator Group shall comply with all of the
12 provisions of this Section in addition to the provisions of
13 Section XIX (Joint Commitment by the Generator Group and the
14 Owner/Operator Group, page 136), Section XVI (General Commitments
15 By All Defendants, Greenfield and the OII Site Trusts, page 84)
16 and Section XVIII (Commitments to Implement Institutional
17 Controls, page 125), as well as all other requirements applicable
18 to the Owner/Operator Group under this Consent Decree. The
19 provisions of this Section include, but are not limited to,
20 making payments and transferring title of the North Parcel and
21 the South Parcel of the OII Site. These payments and the value
22 of that property shall be used to repay the United States and the
23 State of California for a portion of the Plaintiffs' response
24 costs, and shall provide funds for future response costs and
25 response actions for the OII Site. The obligations of the
26 Owner/Operator Group to perform the actions and to pay the
27 amounts owed the United States and the State of California under
28 this Consent Decree are joint and several. In the event of the

1 | insolvency or other failure of any one of the Owner/Operator
2 | Group to implement the requirements imposed on the Owner/Operator
3 | Group under this Consent Decree, the remaining members of the
4 | Owner/Operator Group shall complete these requirements.

5 | A. Payments by the Owner/Operator Group for the OII Site.

6 | The Owner/Operator Group shall make a direct cash payment to
7 | the OII Site Custodial Trust with respect to its liabilities for
8 | the OII Site and shall contribute all payments it receives for
9 | the Development Parcel to the OII Site Custodial Trust, as
10 | provided in this Paragraph X.A. The Owner/Operator Group shall
11 | make all payments due to the OII Site Custodial Trust in the
12 | manner directed in the instructions that will accompany the
13 | notice of entry of this Consent Decree.

14 | 1. Direct Payment from Owner/Operator Group. Within
15 | thirty days of receiving notice of entry of this Consent Decree,
16 | the Owner/Operator Group shall pay \$2,510,640 to the OII Site
17 | Custodial Trust.

18 | 2. Funds Received From Conveyance of Development
19 | Parcel. If Greenfield elects to purchase the Development Parcel
20 | pursuant to Paragraph XI.A, the Owner/Operator Group shall convey
21 | the Development Parcel pursuant to Paragraph X.B.6.c and shall
22 | also pay the full amount received from Greenfield pursuant to the
23 | Option & Transfer Agreement (\$5,133,000, plus interest and minus
24 | deductions specified in the Option & Transfer Agreement) to the
25 | OII Site Custodial Trust within three days after receipt of those
26 | funds. If the Owner/Operator Group conveys the Development
27 | Parcel to a person selected by the OII Site Custodial Trust and
28 | approved by the EPA pursuant to Paragraph X.B.6.d, the

1 Owner/Operator Group shall also pay the full amount received from
2 that person under the terms of conveyance of the Development
3 Parcel to the OII Site Custodial Trust within three days after
4 receipt of those funds.

5 B. Property Conveyances by the Owner/Operator Group.

6 1. Parcelization. The Owner/Operator Group shall
7 complete the division of the North Parcel into the Remediation
8 Parcel and the Development Parcel, as further described in
9 Appendix C, prior to conveying the Remediation Parcel and the
10 Development Parcel in accordance with the provisions of this
11 Paragraph X.B, and in no event later than forty-five days after
12 entry of this Consent Decree, absent a Force Majeure. After the
13 effective date of this Consent Decree, and providing that the
14 Owner/Operator Group has exercised best efforts to complete the
15 parcelization prior to the effective date of this Consent Decree,
16 the Owner/Operator Group shall not be required to pay any funds,
17 nor to retain any attorneys or other professional services,
18 solely for the purpose of completing the parcelization, unless
19 the Owner/Operator Group receives prior payment for such
20 expenditures or for retention of such services.

21 2. Title Reports & Condition of Title. Within seven
22 days after receiving notice of entry of this Consent Decree, the
23 Owner/Operator Group shall submit a final current title
24 commitment or report to the EPA for the North Parcel and the
25 South Parcel of the OII Site. The title report shall be prepared
26 in accordance with the U.S. Department of Justice Standards for
27 the Preparation of Title Evidence in Land Acquisitions by the
28 United States (1970) (the "DOJ Title Standards") or, with the

1 assessments for the South Parcel deemed reasonable and
2 appropriate by the OII Site Custodial Trust. Once the
3 Owner/Operator Group has conveyed the Remediation Parcel, the
4 South Parcel and the Development Parcel as provided in Paragraphs
5 X.B.4, X.B.5 & X.B.6, the Owner/Operator Group shall not be
6 required to pay any funds, nor to retain any attorneys or other
7 professional services, solely for the purpose of complying with
8 the requirements of this Paragraph X.B.3, unless the OII Site
9 Custodial Trust provides the Owner/Operator Group with prior
10 payment for such expenditures or for retention of such services.

11 4. Conveyance of the Remediation Parcel. Within
12 forty-five days after receiving notice of entry of this Consent
13 Decree, or within five days after the parcelization of the North
14 Parcel has been completed, whichever is later, the Owner/Operator
15 Group shall give, assign, convey, deed, or transfer the
16 Remediation Parcel portion of the North Parcel to the OII Site
17 Custodial Trust.

18 5. Conveyance of the South Parcel. The
19 Owner/Operator Group shall transfer title of the South Parcel to
20 the OII Site Custodial Trust within fifteen days after completing
21 removal of the South Parcel Title Exceptions to be Removed or
22 receiving the OII Site Custodial Trust's written approval of the
23 remaining exceptions. The Owner/Operator Group shall complete
24 the removal of the exceptions to title listed in Appendix J to
25 this Consent Decree, entitled "South Parcel Title Exceptions to
26 be Removed," within six months of receiving entry of this Consent
27 Decree, unless the Owner/Operator Group has received the written
28 approval of the OII Site Custodial Trust to transfer title to the

1 South Parcel without having removed all of these exceptions.
2 Provided that the Owner/Operator Group has exercised best efforts
3 to remove those exceptions, the OII Site Custodial Trust shall
4 not unreasonably withhold its approval of the transfer of title.
5 After the effective date of this Consent Decree, and provided
6 that the Owner/Operator Group has exercised best efforts to
7 remove the exceptions to title listed as South Parcel Title
8 Exceptions to be Removed, the Owner/Operator Group shall not be
9 required to pay any funds, nor to retain any attorneys or other
10 professional services, solely for the purpose of continuing its
11 efforts to complete the removal of the exceptions to title listed
12 in Appendix J to this Consent Decree, entitled "South Parcel
13 Title Exceptions to be Removed," unless the OII Site Custodial
14 Trust provides the Owner/Operator Group with prior payment for
15 such expenditures or for retention of such services.

16 6. Conveyance of the Development Parcel. The
17 Owner/Operator Group shall comply with the following provisions
18 with respect to the Development Parcel.

19 a. Security Interest. No later than seven days
20 after receiving notice that the OII Site Custodial Trust has been
21 established, the Owner/Operator Group shall convey a security
22 interest in the Development Parcel to the OII Site Custodial
23 Trust for the full purchase price to be received from Greenfield
24 pursuant to Paragraph XI.A. The security interest shall be
25 satisfied and shall terminate upon the Owner/Operator Group's
26 conveyance of the Development Parcel in accordance with the terms
27 of this Paragraph X.B.6.

28 //

1 b. Restriction of Activities. Except for
2 actions required under this Consent Decree, response actions
3 taken by the EPA or the State of California and other activities
4 permitted under the terms of the Option & Transfer Agreement, the
5 Owner/Operator Group shall not allow any activities to take place
6 on the Development Parcel after the effective date of this
7 Consent Decree without the prior written consent of the OII Site
8 Custodial Trust, and shall subject any activities on the
9 Development Parcel to the terms prescribed by the OII Site
10 Custodial Trust.

11 c. Conveyance to Greenfield. If Greenfield
12 elects to purchase the Development Parcel pursuant to Paragraph
13 XI.A, the Owner/Operator Group shall convey the Development
14 Parcel to Greenfield in accordance with the terms of the Option &
15 Transfer Agreement and this Consent Decree.

16 d. Alternate Conveyance. If Greenfield does not
17 elect to purchase the Development Parcel, the Owner/Operator
18 Group shall convey the Development Parcel to any person selected
19 by the OII Site Custodial Trust and approved by the EPA upon the
20 terms agreed upon by the OII Site Custodial Trust and the person
21 it selected, after consultation with the Owner/Operator Group and
22 the EPA, provided that the terms of conveyance impose no greater
23 obligations on the Owner/Operator Group than the terms of the
24 Option & Transfer Agreement. The Owner/Operator Group shall
25 cooperate in negotiating the terms of conveyance and shall not
26 agree to any terms that have not been approved by the OII Site
27 Custodial Trust. The Owner/Operator Group shall convey all
28 proceeds received from the person selected by the OII Site

1 Custodial Trust to the OII Site Custodial Trust, as provided in
2 Paragraph X.A.2. If the OII Site Custodial Trust determines, in
3 its sole discretion, that it cannot come to agreement with the
4 Owner/Operator Group on the terms of conveyance of the
5 Development Parcel to the person selected by the OII Site
6 Custodial Trust, or for any other reason acceptable to the EPA,
7 the OII Site Custodial Trust shall issue a written notice of its
8 determination to the Owner/Operator Group. No later than seven
9 days after receipt of the OII Site Custodial Trust's written
10 notice, the Owner/Operator Group shall convey the Development
11 Parcel to the OII Site Custodial Trust on the same terms as the
12 Option & Transfer Agreement, but without any transfer of funds.
13 If the OII Site Custodial Trust does not select any person to
14 receive the Development Parcel within three years after the
15 effective date of this Consent Decree, the Owner/Operator Group
16 shall convey the Development Parcel to the OII Site Custodial
17 Trust no later than seven days after the three-year period has
18 elapsed, unless the EPA, the OII Site Custodial Trust and
19 Owner/Operator Group agree in writing to an extension of this
20 period. After the expiration of the Option & Transfer Agreement
21 and until the Development Parcel is conveyed in accordance with
22 this Paragraph X.B.6.d, the OII Site Custodial Trust shall, at
23 its option, either directly pay or advance the Owner/Operator
24 Group sufficient funds to pay the reasonable and necessary costs
25 to maintain the Development Parcel, including, but not limited
26 to, ad valorem taxes, providing that the Owner/Operator Group:
27 (i) in good faith determines that the expenses are reasonable and
28 necessary; (ii) submits timely and adequate documentation of all

1 such costs to the OII Site Custodial Trust; and (iii) allows the
2 OII Site Custodial Trust to participate in any decision that the
3 Owner/Operator Group may make with respect to those costs.

4 C. Transmittal Letters.

5 The Owner/Operator Group shall include a transmittal letter
6 with all payments and conveyances made, and shall send a copy of
7 all transmittal letters to the United States, the EPA, the
8 California Attorney General's Office, the California Department
9 of Toxic Substances Control, the Generator Group and the OII Site
10 Custodial Trust. The Owner/Operator Group shall also send a
11 letter to the EPA confirming the completion of all conveyances of
12 property required by this Consent Decree within thirty days after
13 the last conveyance has been completed.

14 D. Release of Claims on State Closure Fund.

15 In or around July 1985, Operating Industries, Inc.
16 established a closure trust (the "State Closure Trust") pursuant
17 to the provisions of Title 22 of the California Code of
18 Regulations. Operating Industries, Inc. was the grantor of the
19 State Closure Trust; the California Department of Health
20 Services, predecessor to the Department of Toxic Substances
21 Control, was the Trust's beneficiary; and the Bank of America was
22 the Trustee. Operating Industries, Inc. subsequently added funds
23 to this Trust. The Bank of the West is the current Trustee of
24 this Trust.

25 The Owner/Operator Group hereby waives and relinquishes any
26 claims it may have to any balance remaining in the State Closure
27 Trust. The Parties agree that any balance remaining in the State
28 Closure Trust shall be distributed to the California State

1 Controller who shall deposit such funds into a separate, Site-
2 specific sub-account pursuant to, and for the purposes set forth
3 in, California Health and Safety Code Section 25330.4, for use
4 with respect to the OII Site. The Owner/Operator Group agrees to
5 cooperate with the State of California and to use its best
6 efforts to assist the Department in securing such distribution of
7 the funds from the State Closure Trust.

8 E. Use of Funds & Value of Property.

9 The funds paid and the value of the property conveyed by the
10 Owner/Operator Group pursuant to this Section X shall be used for
11 the purposes and in the amounts determined by the EPA, including
12 the purposes identified for the OII Site Custodial Trust in this
13 Consent Decree as well as the purposes identified for the CD-5
14 Escrow Account in the OII Site Fifth Partial Consent Decree.

15
16 **XI. COMMITMENTS BY GREENFIELD**

17 Greenfield's obligations under this Consent Decree shall
18 commence upon its purchase of the Development Parcel under
19 Paragraph XI.A or with its initiation of the work required under
20 Paragraph XI.B, whichever is earlier. Greenfield shall comply
21 with all of the provisions of this Section in addition to the
22 provisions of Section XVI (General Commitments By All Defendants,
23 Greenfield and the OII Site Trusts, page 84), Section XVII
24 (Additional Commitments by All Parties Performing Work Under This
25 Consent Decree, page 95) and Section XVIII (Commitments to
26 Implement Institutional Controls, page 125), as well as all other
27 requirements applicable to it under this Consent Decree. The
28 provisions of this Section include, but are not limited to, the

1 | payment for the Development Parcel as well as performance of the
2 | OSN RA Work.

3 | A. Development Parcel Payment. Greenfield may elect to
4 | purchase the Development Parcel no later than October 1, 2000 by
5 | paying the Owner/Operator Group the amount specified in the
6 | Option & Transfer Agreement (\$5,133,000, plus interest and minus
7 | deductions specified in the Option & Transfer Agreement) and
8 | meeting all other provisions of the Option & Transfer Agreement.

9 | B. OSN RA Work. No later than seven days after purchasing
10 | the Development Parcel, Greenfield shall commence to perform and
11 | pay for the OSN RA Work, which includes the implementation of the
12 | remedy selected for the OII Site by the OII Site GCLC ROD and the
13 | OII Site Final ROD to the extent applicable to the OII Site-North
14 | portion of the site (excluding groundwater remediation) and the
15 | provision of an Interpretive Center on the Development Parcel.
16 | In implementing this work, Greenfield shall comply with all of
17 | the requirements of this Paragraph XI.B.

18 | 1. Greenfield shall perform the OSN RA Work in
19 | accordance with the scope of work attached to this Consent Decree
20 | as Appendix H, entitled "Scope of Work (SOW)" (the "SOW"), the
21 | final OSN RA Work Plan and other plans approved or to be approved
22 | by the EPA, as provided in this Consent Decree.

23 | 2. Greenfield's Project Coordinator, as selected and
24 | approved pursuant to Paragraph XVII.C (Selection of Project
25 | Coordinators, Page 97), shall meet with the EPA's Project
26 | Coordinator on at least a monthly basis until the EPA issues the
27 | OSN RA Certification of Completion pursuant to Paragraph XI.C.4

28 | //

1 C. (OSN RA Certification of Completion, page 54), unless
2 the EPA agrees in writing to meet on a less frequent basis.

3 1. Remedial Action Work Plan & Implementation.

4 a. Within 30 days after the EPA issues
5 Greenfield a written authorization to proceed pursuant to
6 Paragraph XVII.D (Selection of Supervising Contractor, page 98),
7 Greenfield shall submit to the EPA and the State of California a
8 work plan for the design and implementation of the OSN RA (the
9 "OSN RA Work Plan") in accordance with the approved schedule for
10 review and approval pursuant to Paragraph XVII.E (EPA Approval of
11 Plans and Other Submissions, page 100), and meeting the
12 requirements for the remedy selected for the North Parcel set
13 forth in the OII Site GCLC ROD, the OII Site Final ROD (excluding
14 groundwater remediation) and the SOW. Upon its approval by the
15 EPA, the OSN RA Work Plan shall be incorporated into and become
16 enforceable under this Consent Decree. To the extent practicable
17 and relevant to the OSN RA Work, and subject to the EPA's express
18 written approval, Greenfield shall adopt relevant plans and
19 specifications that have already been approved by the EPA for
20 work required by the OII Site GCLC ROD and/or the OII Site Final
21 ROD, such as the Safety, Health and Emergency Response Plan
22 ("SHERP").

23 b. The OSN RA Work Plan shall include plans and
24 schedules for implementation of all remedial pre-design, design,
25 construction, implementation and demonstration of the OSN RA and
26 the transition to the OSN O&M Work, including all of the plans,
27 schedules and tasks identified in Section 3.7.1 of the SOW.

28 //

1 c. The pre-design submittal shall meet all of
2 the requirements of Section 3.8.1 of the SOW, including, but not
3 limited to, the following: (i) design criteria meeting the
4 Performance Standards; (ii) report of findings and results of
5 field sampling and additional pre-design work; (iii) project
6 delivery strategy for design, construction, and compliance
7 testing activities; (iv) analyses of remedial system alternatives
8 and selection of recommended systems; and (v) a preliminary
9 construction schedule.

10 d. The preliminary design submittal shall meet
11 all of the requirements of Section 3.8.2 of the SOW, including,
12 but not limited to, a continuation and expansion of the pre-
13 design. Any value engineering proposals must be identified and
14 evaluated during this review.

15 e. The pre-final design submittal shall meet all
16 of the requirements of Section 3.8.2 of the SOW, including, but
17 not limited to, the following: (i) a draft of final plans and
18 specifications; (ii) proposed operation and maintenance
19 procedures; (iii) a draft Construction Quality Assurance Project
20 Plan ("CQAPP"); (iv) a draft compliance testing and evaluation
21 plan (directed at measuring progress towards meeting Performance
22 Standards); and (v) a draft Contingency Plan. The CQAPP shall
23 detail the approach to quality assurance during construction
24 activities at the OII Site, and shall specify a quality assurance
25 official ("QA Official"), independent of the Supervising
26 Contractor, to conduct a quality assurance program during the
27 construction phase of the project.

28 //

1 f. The final design submittal shall include, at
2 a minimum, final versions of the draft plans and specifications
3 submitted as part of the pre-final design submittal.

4 g. Upon approval of the OSN RA Work Plan by the
5 EPA, and after the submission of the Health and Safety Plan for
6 all field activities to the EPA and the State of California,
7 Greenfield shall implement the OSN RA Work Plan. Greenfield
8 shall submit to the EPA and the State of California all plans,
9 submittals and other Required Submissions required under the
10 approved OSN RA Work Plan in accordance with the approved
11 schedule for review and approval pursuant to Paragraph XVII.E
12 (EPA Approval of Plans and Other Submissions, page 100). Unless
13 otherwise directed in writing by the EPA, Greenfield shall not
14 commence any physical response activities at the OII Site prior
15 to approval of the OSN RA Work Plan.

16 h. Greenfield to Perform OSN RA Work until
17 OSN RA Certification of Completion. Greenfield shall continue to
18 implement the Remedial Action until the EPA certifies that
19 Greenfield has achieved the Performance Standards by issuing the
20 OSN RA Certification of Completion pursuant to Paragraph XI.C.4
21 (OSN RA Certification of Completion, page 54).

22 i. Remedial Action Review. Greenfield shall
23 conduct any studies and investigations requested by the EPA in
24 order to permit the EPA to conduct reviews required by Section
25 121(c) of CERCLA, 42 U.S.C. § 9621(c), and any applicable
26 regulations of whether the OSN RA is protective of human health
27 and the environment, provided that the EPA issues the request

28 //

1 prior to the effective date of the OSN RA Certification of
2 Completion.

3 2. Assurance of Ability to Complete Work.

4 a. Within 30 days of entry of this Consent
5 Decree, Greenfield shall provide the EPA with the form and terms
6 of the financial security it intends to provide to satisfy the
7 requirements of this Paragraph XI.C.2. The amount of financial
8 security that Greenfield shall demonstrate is \$7 million.

9 Greenfield shall establish and maintain this financial security
10 no later than ten days prior to commencing the OSN RA Work under
11 this Consent Decree. The financial security Greenfield shall
12 provide shall be in one or more of the following forms:

13 (1) A surety bond guaranteeing performance
14 of the OSN RA Work;

15 (2) One or more irrevocable letters of
16 credit;

17 (3) A trust fund;

18 (4) A guarantee to perform the work required
19 of it under this Consent Decree by one or more of its parent
20 corporations or subsidiaries, or by one or more unrelated
21 corporations with which it has a substantial business
22 relationship; or

23 (5) A demonstration that it satisfies the
24 requirements of 40 C.F.R. Part 264.143(f).

25 b. If Greenfield seeks to demonstrate its
26 ability to complete the work required of it under this Consent
27 Decree through a guarantee by a third party pursuant to Paragraph
28 XI.C.2.a.(4) of this Consent Decree, it shall demonstrate that

1 the guarantor satisfies the requirements of 40 C.F.R. Part
2 264.143(f). If Greenfield seeks to demonstrate its ability to
3 complete the work required of it by means of the financial test
4 or the corporate guarantee pursuant to Paragraph XI.C.2.a.(4) or
5 XI.C.2.a.(5), Greenfield shall resubmit sworn statements
6 conveying the information required by 40 C.F.R. Part 264.143(f)
7 annually, on the anniversary of the effective date of this
8 Consent Decree. Within thirty days after receiving a written
9 notice that the EPA has determined that the financial assurances
10 it provided pursuant to this Paragraph are inadequate, which the
11 EPA may exercise its discretion to do at any time, Greenfield
12 shall obtain (or, if more than ten days before Greenfield
13 commences work and if it has not yet obtained the financial
14 assurance, shall provide the terms of) one of the other forms of
15 financial assurance listed in this Paragraph XI.C.2 and present
16 it to the EPA for approval. Greenfield's inability to
17 demonstrate financial ability to complete the work required of it
18 shall not excuse its performance of any of the activities
19 required of it under this Consent Decree.

20 c. If Greenfield can show that the estimated
21 cost to complete the remaining work required of it under this
22 Consent Decree has diminished below the amount it is required to
23 demonstrate financial assurance for, as set forth in Paragraph
24 XI.C.2.a, it may submit a written application to the EPA to
25 reduce the amount of the financial security provided under this
26 Section to the estimated cost of the remaining work to be
27 performed by submitting a written proposal for the reduction to
28 the EPA, in accordance with the requirements of this Section, and

1 may thereafter reduce the amount of the security upon receiving
2 written approval from the EPA. In the event of a dispute,
3 Greenfield may reduce the amount of the security in accordance
4 with the final administrative or judicial decision resolving the
5 dispute.

6 d. Greenfield may change the form of financial
7 assurance it provides under this Section at any time, after
8 providing notice to and receiving written approval from the EPA,
9 provided that the new form of assurance meets the requirements of
10 this Section. In the event of a dispute, Greenfield may change
11 the form of the financial assurance only in accordance with the
12 final administrative or judicial decision resolving the dispute.

13 e. Assignment of Warranty of OSN RA Work.
14 Greenfield shall ensure that any warranty it receives from any of
15 its contractors who perform any part of the OSN RA Work shall
16 expressly identify the EPA and the Generator Group as intended
17 beneficiaries.

18 3. Greenfield shall send a copy of all of the reports
19 and other documents it is required to submit in connection with
20 its performance of the OSN RA Work to the Project Coordinator for
21 the Generator Group.

22 4. OSN RA Certification of Completion.

23 a. Greenfield's Initiation of Certification. At
24 the time that Greenfield submits the Construction Completion
25 Report pursuant to Section 3.10 of the SOW, concluding that it
26 has fully performed the OSN RA Work and attained the Performance
27 Standards, Greenfield shall also submit a written request to the
28 Project Coordinators for the EPA and the Generator Group to

1 schedule and conduct a pre-certification inspection to be
2 attended by Greenfield, the Generator Group and the EPA. The EPA
3 shall make its best efforts to conduct the pre-certification
4 inspection with the Project Coordinators for Greenfield and the
5 Generator Group within sixty days of receiving the written
6 request from Greenfield. If, after the pre-certification
7 inspection, Greenfield still believes that it has fully performed
8 the OSN RA Work and attained the Performance Standards, it shall
9 submit the OSN RA Work Completion Report required by Section 3.15
10 of the SOW, requesting certification to the EPA for approval,
11 with a copy to the State of California, pursuant to Paragraph
12 XVII.E (EPA Approval of Plans and Other Submissions, page 100)
13 within 30 days of the inspection. In the OSN RA Work Completion
14 Report, a registered professional engineer and Greenfield's
15 Project Coordinator shall state that the OSN RA Work has been
16 completed in full satisfaction of the requirements of this
17 Consent Decree. The written report shall include as-built
18 drawings signed and stamped by a professional engineer. The
19 report shall include, as an attachment, the warranty meeting the
20 requirement of Paragraph XI.C.2.e (Assignment of Warranty of
21 OSN RA Work, page 54). The report shall contain the following
22 statement, signed by a responsible corporate official of
23 Greenfield or its Project Coordinator:

24 To the best of my knowledge, after thorough
25 investigation, I certify that the information
26 contained in or accompanying this submission is
27 true, accurate and complete.

28 b. EPA's Review & Determination. The EPA shall
make its best efforts to complete its review of the written

1 report within ninety days of its receipt of the report. After
2 the EPA completes its review of the report, it shall notify
3 Greenfield in writing of the results of its review. If the EPA
4 determines that Greenfield has completed all of the OSN RA Work
5 in accordance with this Consent Decree and achieved the
6 Performance Standards, it shall promptly thereafter issue the
7 OSN RA Certification of Completion in accordance with Paragraph
8 XI.C.4. If the EPA does not issue a written notification
9 pursuant to this Paragraph XI.C.4.b within ninety days of its
10 receipt of the report, or if the EPA does not issue the OSN RA
11 Certification of Completion within ten days of issuing a written
12 notification to Greenfield under this Paragraph XI.C.4.b that it
13 intends to issue the certification, Greenfield may invoke the
14 provisions of Paragraph XXI.B (Informal Dispute Resolution, page
15 141). If, after Informal Dispute Resolution, the EPA and
16 Greenfield do not reach agreement, Greenfield may submit a
17 Statement of Position pursuant to Paragraph XXI.C to the Director
18 of the EPA Region IX Superfund Division or his or her successor,
19 in which case the EPA and the Generator Group may also submit
20 their own Statements of Position in reply. The Director of the
21 EPA Region IX Superfund Division, or his or her successor, will
22 issue a final administrative decision resolving the dispute,
23 which will not be subject to judicial review or to any further
24 appeal.

25 (1) Requirement to Complete Work and/or
26 Achieve Performance Standards. If the EPA determines that
27 Greenfield has not completed the OSN RA Work or any portion
28 thereof in accordance with this Consent Decree, or that

1 Greenfield has not achieved the Performance Standards, the EPA
2 will notify Greenfield in writing of the activities that
3 Greenfield must undertake to complete the OSN RA Work and achieve
4 the Performance Standards. The EPA may only require Greenfield
5 to perform activities pursuant to this Paragraph to the extent
6 that those activities are consistent with the remedy selected for
7 the North Parcel in the OII Site GCLC ROD and the OII Site Final
8 ROD (excluding groundwater remediation) and with the SOW. The
9 EPA will set forth in the notice a schedule for performance of
10 those activities consistent with the Consent Decree and the SOW,
11 or require Greenfield to submit a schedule to the EPA for
12 approval pursuant to Paragraph XVII.E (EPA Approval of Plans and
13 Other Submissions, page 100). Greenfield shall perform all
14 activities described in the notice in accordance with the
15 specifications and schedules established pursuant to this
16 Paragraph, subject to its right to invoke the dispute resolution
17 procedures set forth in Section XXI (Dispute Resolution, page
18 140).

19 (2) EPA Issuance of OSN RA Certification of
20 Completion. If the EPA concludes, based on Greenfield's initial
21 or subsequent report requesting the OSN RA Certification of
22 Completion, that Greenfield has performed the OSN RA Work in
23 accordance with this Consent Decree and achieved the Performance
24 Standards, the EPA will so certify in writing to Greenfield.
25 This certification shall constitute the OSN RA Certification of
26 Completion for purposes of this Consent Decree, including, but
27 not limited to, Paragraph XXIII.C (Covenants Not to Sue
28 Greenfield, page 155). The EPA's issuance of the OSN RA

1 Certification of Completion will not affect Greenfield's
2 obligations under this Consent Decree, except as provided in
3 Paragraph XI.C.1.h (Greenfield to Perform OSN RA Work until
4 OSN RA Certification of Completion, page 51) and as otherwise
5 expressly provided by this Consent Decree.

6 D. Payments and Conveyances by Greenfield. Any funds paid
7 by Greenfield pursuant to this Consent Decree shall be used for
8 the purposes and in the amounts determined by the EPA, including
9 the purposes identified for the OII Site Custodial Trust in this
10 Consent Decree as well as the purposes identified for the CD-5
11 Escrow Account in the OII Site Fifth Partial Consent Decree.
12 Greenfield shall include a transmittal letter with all payments
13 made, and shall send a copy of all transmittal letters to the
14 United States, the EPA, the California Attorney General's Office,
15 the California Department of Toxic Substances Control and the
16 Generator Group.

17
18 **XII. COMMITMENTS BY THE GENERATOR GROUP**

19 The Generator Group shall comply with all of the provisions
20 of this Section in addition to the provisions of Section XIX
21 (Joint Commitment by the Generator Group and the Owner/Operator
22 Group, page 136), Section XVI (General Commitments By All
23 Defendants, Greenfield and the OII Site Trusts, page 84) and
24 Section XVII (Additional Commitments by All Parties Performing
25 Work Under This Consent Decree, page 95), as well as all other
26 requirements applicable to the Generator Group under this Consent
27 Decree. The provisions of this Section include, but are not
28 limited to, establishment of the OII Site Custodial Trust and

1 potentially the OII Site Stewardship Trust; performance of the
2 OSN O&M Work; and performance of the RP Security Work. The
3 obligations of the Generator Group to perform the actions and to
4 pay the amounts owed the United States and the State of
5 California under this Consent Decree are joint and several. In
6 the event of the insolvency or other failure of any one of the
7 members of the Generator Group to implement the requirements
8 imposed on the Generator Group under this Consent Decree, the
9 remaining members of the Generator Group shall complete these
10 requirements.

11 A. The OII Site Trusts.

12 1. Provisions Applicable to Both Trusts.

13 a. The Generator Group shall be responsible for
14 the costs of operation of the OII Site Custodial Trust and the
15 OII Site Stewardship Trust (collectively, the "OII Site Trusts").
16 The Generator Group shall ensure that the agreements creating
17 each of the OII Site Trusts shall provide the Generator Group
18 with all rights necessary to compel the OII Site Trusts to comply
19 with the requirements of this Consent Decree, and to allow the
20 Generator Group to comply with the requirements of this Consent
21 Decree. The Generator Group shall also ensure that the
22 agreements creating each of the OII Site Trusts provide that the
23 Trustee of each of the OII Site Trusts shall be removable by the
24 Generator Group, on its own volition or at the direction of the
25 EPA, for any violation by that Trustee of this Consent Decree, of
26 the agreement establishing the trust for which that Trustee
27 serves, or for any real or perceived conflict of interest. The
28 agreements establishing the OII Site Custodial Trust and the OII

1 Site Stewardship Trust shall be enforceable under this Consent
2 Decree against its signatories; however, the provisions of these
3 agreements are not binding in any way against the Plaintiffs, and
4 neither the EPA nor the State of California in any way guarantees
5 that the funds deposited in either of the OII Site Trusts will be
6 sufficient to meet all of the intended purposes of the OII Site
7 Trusts, nor the legal validity of the terms of the agreements
8 establishing either of the OII Site Trusts.

9 b. The OII Site Trusts shall each have all of
10 the responsibilities and obligations of a private landowner under
11 Federal and California law with respect to the real property each
12 trust receives, and shall be subject to the continuing
13 jurisdiction of this Court and of the EPA.

14 c. The agreements establishing the OII Site
15 Custodial Trust and the OII Site Stewardship Trust may be amended
16 as necessary to conform to the requirements of this Consent
17 Decree, or as may be desirable to the Plaintiffs and the
18 Generator Group to effectuate the purposes of the respective
19 trusts. The Generator Group shall submit any proposed amendment
20 to either trust agreement to the Plaintiffs and to the City of
21 Monterey Park at least ten days before the intended effective
22 date of the amendment. The City of Monterey Park may submit any
23 comments it may have on any proposed amendments to the EPA during
24 this ten day time period. The amendment shall be effective upon
25 the written approval of the EPA.

26 d. Money paid into the OII Site Custodial Trust
27 or the OII Site Stewardship Trust by any Defendants or by
28 Greenfield shall be used solely for the purposes provided in this

1 Consent Decree, including, without limitation, expenses of
2 administering the trust receiving the funds.

3 e. The Generator Group shall provide adequate
4 funding to enable the OII Site Custodial Trust and, if it comes
5 into being, the OII Site Stewardship Trust to satisfy any
6 liabilities resulting from their respective responsibilities and
7 obligations under this Consent Decree.

8 f. Neither of the OII Site Trusts shall assign,
9 sell or convey any of the real property it receives or any
10 portion thereof unless both of the following requirements are
11 met:

12 (1) the OII Site Trust submits a written
13 report to the EPA describing the terms of the sale, assignment or
14 conveyance and the manner in which those terms meet the
15 requirements of this Consent Decree; and

16 (2) the EPA informs the OII Site Trust
17 proposing the sale, assignment or conveyance that it has
18 determined, in its sole discretion, that the terms and conditions
19 of the sale or conveyance will: (i) facilitate, and will not in
20 any way hinder, the performance of all remedial work on that
21 property, and the operation and maintenance of that remedial
22 work, and (ii) will require the grantee to comply with the
23 provisions of Section XVIII (Institutional Controls, page 125) to
24 the same extent as the OII Site Trust proposing the sale or
25 conveyance would be required to comply with respect to the
26 property the grantee is to receive.

27 g. Within ten days after any assignment or after
28 any closing of any sale or conveyance by either OII Site Trust of

1 any real property or any portion thereof, the trust shall provide
2 copies of the assignment, sale or conveyance documents to the EPA
3 and the State of California.

4 h. The Trustees for OII Site Custodial Trust
5 and, if and when it comes into existence, the OII Site
6 Stewardship Trust, shall consult with the City Manager of the
7 City of Monterey Park, or his or her designee, every six months
8 or on any other schedule mutually agreeable to the Trustees and
9 the City Manager, to ensure that the Trustees' management of any
10 real property is consistent with the City's regulations and
11 ordinances.

12 2. The OII Site Custodial Trust.

13 a. Not later than ten days after the entry of
14 this Consent Decree, the Generator Group shall submit a fully
15 executed trust agreement to both the EPA and the State of
16 California establishing the OII Site Custodial Trust (the "OII
17 Site Custodial Trust Agreement"), which shall be in the form
18 attached to this Consent Decree as Appendix K, entitled "OII Site
19 Custodial Trust Agreement," except as modified by the written
20 agreement of both the EPA and the Generator Group. The creation
21 of the OII Site Custodial Trust is required but not effected by
22 this Consent Decree. The income and assets of the OII Site
23 Custodial Trust will be solely dedicated to the remediation of
24 the OII Site, and the Generator Group and the Owner/Operator
25 Group intend the OII Site Custodial Trust to meet the
26 requirements for a qualified settlement fund under 26 Code of
27 Federal Regulations Section 1.468B, including the right of the
28 EPA to oversee its activities.

1 b. The purpose of the OII Site Custodial Trust
2 is to act for the benefit of the OII Site by receiving, holding,
3 managing, selling or otherwise obtaining value or funds from the
4 property or disposition of the property identified below:

5 (1) the real property to be conveyed to the
6 OII Site Custodial Trust by the Owner/Operator Group under
7 Paragraph X.B (Property Conveyances by the Owner/Operator Group,
8 page 40) of this Consent Decree;

9 (2) any interest in any real or personal
10 property that the EPA and the Generator Group deem the OII Site
11 Custodial Trust should retain for purposes of implementing any
12 Institutional Controls required by this Consent Decree or any
13 future consent decree for the OII Site; and

14 (3) any other real or personal property that
15 the Trustee of the OII Site Custodial Trust, the Generator Group
16 and the EPA agree in writing is appropriate to convey to the
17 trust.

18 c. The OII Site Custodial Trust shall have the
19 following obligations:

20 (1) to receive, hold, manage and maintain
21 all of the real or personal property it receives until that
22 property is sold or conveyed for value in accordance with the
23 requirements of this Consent Decree;

24 (2) to accept a security interest in the
25 Development Parcel and to maintain that interest until such time
26 as it receives payment for or title to the Development Parcel
27 pursuant to Paragraph X.A.2 (Funds Received From Conveyance of

28 //

1 Development Parcel, page 39) or Paragraph X.B.6 (Conveyance of
2 the Development Parcel, page 43);

3 (3) to review the Owner/Operator Group's
4 costs to maintain the Development Parcel after the expiration of
5 the Option and Transfer Agreement and until the conveyance of the
6 Development Parcel, and, in accordance with Paragraph X.B.6.d
7 (Alternate Conveyance, page 45), to provide prior written
8 approval of and to directly pay those costs that are necessary to
9 maintain the Development Parcel, including, but not limited to,
10 ad valorem taxes, or to advance the Owner/Operator sufficient
11 funds to pay those costs;

12 (4) to inaugurate and comply with any
13 applicable institutional controls on those portions of the real
14 property that it receives, in accordance with the requirements of
15 Section XVIII (Commitments to Implement Institutional Controls,
16 page 125) of this Consent Decree;

17 (5) to retain any interest in real or
18 personal property the EPA and the Generator Group deem the OII
19 Site Custodial Trust should retain for purposes of implementing
20 any Institutional Controls required by this Consent Decree or any
21 future consent decree for the OII Site, unless and until the EPA
22 issues a written determination that the OII Site Custodial
23 Trust's retention of that interest is no longer necessary or
24 desirable;

25 (6) to provide the EPA and its designees
26 with access to any portion of property the trust receives to the
27 extent the EPA deems necessary or desirable for performance of
28 any response actions at the OII Site;

1 (7) to locate purchasers for the real and
2 personal property it receives or portions thereof who will
3 provide the maximum value for, and will sustainably reuse that
4 property consistent with applicable zoning and other land use
5 ordinances and regulations; negotiate the terms of the sale or
6 transfer of that property; sell and convey the property; and, if
7 necessary or desirable to accomplish these tasks, subdivide the
8 real property;

9 (8) to utilize the funds it receives from
10 the City of Monterey Park to pay for costs associated with
11 efforts to remove the exceptions to title for the South Parcel
12 listed in Appendix J to this Consent Decree, entitled "South
13 Parcel Title Exceptions to be Removed," and, within sixty days
14 after the last of these exceptions has been removed, to pay or
15 arrange for payment of any funds remaining from the funds it
16 received from the City of Monterey Park back to the City of
17 Monterey Park.

18 (9) to pay or arrange for payment of any
19 funds it receives from the Owner/Operator Group to the Cash
20 Escrow Account established under the OII Site Fifth Partial
21 Consent Decree (the "CD-5 Escrow Account") within seven days of
22 receipt of any of those funds, except for the first \$600,000 that
23 the OII Site Custodial Trust receives, which the OII Site
24 Custodial Trust shall retain for the expenses it incurs to: (i)
25 initiate its operations; (ii) pay costs of maintaining the North
26 Parcel during the time after the entry of this Consent Decree and
27 until the Owner/Operator Group conveys the North Parcel; and
28 (iii) pay costs for efforts to remove the exceptions to title for

1 the South Parcel listed in Appendix J to this Consent Decree,
2 entitled "South Parcel Title Exceptions to be Removed." The OII
3 Site Custodial Trust shall provide EPA with an accounting of its
4 expenditures on at least a quarterly basis. The OII Site
5 Custodial Trust shall pay or arrange for payment of whatever
6 amount remains of the \$600,000 it received and retained, less
7 \$50,000 for its initial operating expenses, to the CD-5 Escrow
8 Account, and shall provide a final accounting to EPA of its
9 expenditures from the \$600,000, within sixty days after the later
10 of: (i) the removal of the last of the South Parcel Title
11 Exceptions to be Removed listed in Appendix J, (ii) the removal
12 of exceptions 29 through 40 of the Acceptable South Parcel Title
13 Exceptions listed in Appendix I, or (iii) the Owner/Operator
14 Group's conveyance of North Parcel.

15 (10) to pay or arrange for payment of the
16 proceeds of any sales, conveyances, or leases of the real and
17 personal property it receives, and any income, receipts, or other
18 proceeds or value otherwise included in or realized from this
19 real or personal property, net of any reasonable costs
20 (including, but not limited to, any ad valorem or other taxes)
21 incurred by the OII Site Custodial Trust in connection with the
22 ownership, lease, sale, or other conveyance of this property
23 ("Net Proceeds"), to the CD-5 Escrow Account within seven days of
24 receipt of any Net Proceeds.

25 d. In the event that the Trustee of the OII Site
26 Custodial Trust, the Trustee of the OII Site Stewardship Trust,
27 the Generator Group and the EPA agree in writing that any
28 property owned by the OII Site Custodial Trust is unsalable, or

1 that it is otherwise appropriate to transfer that property to the
2 OII Stewardship Trust or to another charitable or governmental
3 entity, the OII Site Custodial Trust shall convey that property
4 to the OII Site Stewardship Trust or to such other charitable or
5 governmental entity.

6 3. The OII Site Stewardship Trust.

7 a. Within ten days after the EPA and the
8 Generator Group agree in writing that the OII Site Custodial
9 Trust is in possession of any real or personal property that, in
10 the best interests of the OII Site, should be transferred to the
11 OII Site Stewardship Trust, the Generator Group shall submit a
12 fully executed trust agreement to both the EPA and the State of
13 California establishing the OII Site Stewardship Trust (the "OII
14 Site Stewardship Trust Agreement"), which shall be in the form
15 attached to this Consent Decree as Appendix L, entitled "OII Site
16 Stewardship Trust Agreement," or as modified with the written
17 agreement of both the EPA and the Generator Group. The purpose
18 of the OII Site Stewardship Trust is to receive, hold and manage
19 any property conveyed to the OII Site Stewardship Trust by the
20 OII Site Custodial Trust under Paragraph XII.A.2.d of this
21 Consent Decree, as well as any other property that the Trustee of
22 the OII Site Stewardship Trust, the Generator Group and the EPA
23 agree in writing is appropriate to convey to the OII Site
24 Stewardship Trust.

25 b. The OII Site Stewardship Trust shall have the
26 following obligations:

27 (1) to receive, hold, manage and maintain
28 all of the real or personal property it receives until it is

1 conveyed, with the written approval of the EPA and the Generator
2 Group, for charitable purposes to the City of Monterey Park, if
3 the City of Monterey Park provides its prior written agreement to
4 that conveyance, or to another governmental or charitable entity;

5 (2) to inaugurate and comply with any
6 applicable Institutional Controls on those portions of the real
7 property that it receives, in accordance with the requirements of
8 Section XVIII (Commitments to Implement Institutional Controls,
9 page 125) of this Consent Decree;

10 (3) to provide the EPA and its designees
11 with access to any portion of property the OII Site Stewardship
12 Trust receives to the extent the EPA deems necessary or desirable
13 for performance of any response actions at the OII Site; and

14 (4) to subdivide the real property in its
15 possession, if necessary or desirable to accomplish these tasks.

16 4. Conveyance to Other Charitable or Governmental
17 Entities. Within thirty days after the EPA and the Generator
18 Group agree in writing that the OII Site Custodial Trust is in
19 possession of any real or personal property that, in the best
20 interests of the OII Site, should be transferred to a charitable
21 or governmental entity that is not the OII Site Stewardship
22 Trust, the Generator Group shall submit to the EPA the necessary
23 documentation to effect that transfer, which shall be in a form
24 agreeable to the EPA and shall contain any terms and conditions
25 that the EPA deems appropriate to assure the performance of all
26 remedial work on that property, the operation and maintenance of
27 remedial work and the inauguration of any applicable
28 institutional controls.

1 B. OSN O&M Work. Upon receiving notice that Greenfield
2 has scheduled a pre-certification inspection for the OSN RA Work
3 pursuant to Paragraph XI.C.4.a (Greenfield's Initiation of
4 Certification, page 54), the Generator Group shall commence to
5 perform the OSN O&M Work in accordance with the provisions of
6 this Section, but is not required to commence any on-site
7 implementation of the OSN O&M Work until the EPA issues the
8 OSN RA Certification of Completion. The OSN O&M Work includes
9 all activities, including, but not limited to, monitoring,
10 required to evaluate and maintain the effectiveness of the OSN RA
11 Work; maintenance of the Interpretive Center; and all
12 Interpretive Center Staffing Work after Goodwill has completed
13 its commitment to perform that work, as required under the
14 OSN O&M Work Plan approved or developed by the EPA pursuant to
15 this Consent Decree and the SOW. As part of this work, the
16 Generator Group shall have an authorized representative attend
17 any pre-certification inspections scheduled by Greenfield for the
18 OSN RA Work. In implementing this work, the Generator Group
19 shall comply with all of the requirements of this Paragraph
20 XII.B.

21 1. The Generator Group shall perform the OSN O&M Work
22 in accordance with the SOW, the final OSN O&M Work Plan and other
23 plans approved or to be approved by the EPA.

24 2. Financing & Payment for OSN O&M Work. The
25 Generator Group shall finance and pay for all of the costs to
26 perform the OSN O&M Work that exceed that amounts specified in
27 Paragraphs XII.B.2.a & XII.B.2.b. The Generator Group's
28 requirement to conduct the OSN O&M Work is conditioned upon its

1 receipt of funds to contribute toward the cost of that work from
2 the CD-5 Escrow Account, or from any other source that the EPA
3 may designate, in the amounts specified in Paragraphs XII.B.2.a &
4 XII.B.2.b.

5 a. During the first five years in which the
6 Generator Group is performing Interpretive Center Staffing Work,
7 the amount shall be \$133,500 per year; after the first five
8 years, if the Generator Group is required to continue to perform
9 the Interpretive Center Staffing Work, the amount shall be
10 \$133,500 per year plus an amount mutually agreeable to the EPA
11 and to the Generator Group sufficient to account for repair and
12 replacement of the Interpretive Center building and its equipment
13 as necessary due to normal wear and tear;

14 b. After the Generator Group has ceased
15 performing Interpretive Center Staffing Work, and until the
16 OSN O&M Certificate of Completion is issued pursuant to Paragraph
17 XII.C, the amount shall be \$33,500 per year.

18 c. If the Generator Group determines, in good
19 faith, that the costs that the Generator Group has incurred to
20 perform any portion of the OSN O&M Work are solely due to an
21 error or inadequacy of the design or implementation of the OSN RA
22 Work, the Generator Group may submit a written application with
23 supporting documentation to the EPA. If the EPA agrees with the
24 application, it will provide for reimbursement to the Generator
25 Group of the costs resulting from the errors or inadequacies from
26 the CD-5 Escrow Account, or from any other source that the EPA
27 may designate that may be appropriately used for this purpose,
28 including sources existing at the time of entry of this Consent

1 Decree and sources that subsequently come into existence;
2 however, if the EPA, in its sole discretion, determines that
3 there are insufficient funds available for reimbursement, the EPA
4 will provide a credit against Future OSN O&M Response Costs that
5 are not yet due and payable at the time of the application. If
6 the EPA denies the Generator Group's application under this
7 Paragraph XII.B.2.c, the Generator Group may invoke the dispute
8 resolution procedures set forth in Section XXI (Dispute
9 Resolution, page 140).

10 3. The Generator Group's Project Coordinator, as
11 selected and approved pursuant to Paragraph XVII.C (Selection of
12 Project Coordinators, Page 97), shall meet with the EPA's Project
13 Coordinator on at least a monthly basis until the EPA issues the
14 OSN O&M Certification of Completion pursuant to Paragraph XII.C
15 (OSN O&M Certification of Completion, page 73), unless the EPA
16 agrees in writing to meet on a less frequent basis.

17 4. OSN O&M Work Plan & Implementation.

18 a. Within thirty (30) days after receiving
19 notice that Greenfield has scheduled a pre-certification
20 inspection for the OSN RA Work, the Generator Group shall submit
21 to the EPA and the State of California a work plan for the
22 implementation of the OSN O&M Work (the "OSN O&M Work Plan") in
23 accordance with the approved schedule for review and approval
24 pursuant to Paragraph XVII.E (EPA Approval of Plans and Other
25 Submissions, page 100), and meeting the requirements for the
26 remedy selected for the North Parcel set forth in the OII Site
27 GCLC ROD, the OII Site Final ROD (excluding groundwater
28 remediation) and the SOW. The OSN O&M Work Plan shall include

1 plans and schedules for implementation of all of the plans,
2 schedules and tasks identified in Section 4.2.2 of the SOW,
3 including, but not limited to, proposed operation and maintenance
4 procedures; a compliance testing and evaluation plan (directed at
5 measuring progress towards meeting Performance Standards); and a
6 Contingency Plan. To the extent practicable and relevant to the
7 OSN O&M Work, and subject to the EPA's express written approval,
8 the Generator Group shall adopt relevant plans and specifications
9 that have already been approved by the EPA for work required by
10 the OII Site GCLC ROD and/or the OII Site Final ROD, such as the
11 SHERP.

12 b. The OSN O&M Work Plan shall be incorporated
13 into and become enforceable under this Consent Decree, and the
14 Generator Group shall implement the OSN O&M Work Plan upon the
15 later of the following two events: (i) approval of the
16 OSN O&M Work Plan by the EPA, following submittal of the Health
17 and Safety Plan for all field activities to the EPA and the State
18 of California, or (ii) EPA issuance of the OSN RA Certificate of
19 Completion. The Generator Group shall submit to the EPA and the
20 State of California all plans, submittals and other Required
21 Submissions required under the approved OSN O&M Work Plan in
22 accordance with the approved schedule for review and approval
23 pursuant to Paragraph XVII.E (EPA Approval of Plans and Other
24 Submissions, page 100).

25 c. Generator Group to Perform OSN O&M Work until
26 OSN O&M Certification of Completion. The Generator Group shall
27 continue to implement the OSN O&M Work until the Performance
28 Standards are achieved and the EPA issues the OSN O&M

1 Certification of Completion pursuant to Paragraph XII.C (OSN O&M
2 Certification of Completion, page 73). The Generator Group shall
3 continue to maintain the Interpretive Center and perform
4 Interpretive Center Staffing Work for two years after it
5 commences Interpretive Center Staffing Work, or for as long as
6 the EPA may specify by providing a written notice to the
7 Generator Group no later than thirty days after the EPA receives
8 the Generator Group's Interpretive Center Close-Out Report
9 required under Section 4.2.6 of the SOW.

10 d. O&M Review. The Generator Group shall
11 conduct any studies and investigations requested by the EPA in
12 order to permit the EPA to conduct reviews required by Section
13 121(c) of CERCLA, 42 U.S.C. § 9621(c), and any applicable
14 regulations of whether the OSN O&M Work is protective of human
15 health and the environment, provided that the EPA issues the
16 request prior to the effective date of the OSN O&M Certification
17 of Completion.

18 C. OSN O&M Certification of Completion

19 1. Within 90 days after the Generator Group concludes
20 that it has fully performed the OSN O&M Work and attained the
21 Performance Standards, the Generator Group shall contact the
22 EPA's Project Coordinator to schedule and conduct a pre-
23 certification inspection to be attended by the Generator Group
24 and the EPA. The EPA shall make its best efforts to conduct the
25 pre-certification inspection with the Project Coordinator for the
26 Generator Group within sixty days of receiving the written
27 request from the City. If, after the pre-certification
28 inspection, the Generator Group still believes that it has fully

1 performed the OSN O&M Work and attained the Performance
2 Standards, it shall submit a written report requesting
3 certification to the EPA for approval, with a copy to the State
4 of California, pursuant to Paragraph XVII.E (EPA Approval of
5 Plans and Other Submissions, page 100) within 30 days of the
6 inspection. In the report, a registered professional engineer
7 and the Generator Group's Project Coordinator shall state that
8 the OSN O&M Work has been completed in full satisfaction of the
9 requirements of this Consent Decree. The written report shall
10 include any applicable as-built drawings signed and stamped by a
11 professional engineer. The report shall contain the following
12 statement, signed by a responsible corporate official of the
13 Generator Group or its Project Coordinator:

14 To the best of my knowledge, after thorough
15 investigation, I certify that the information
16 contained in or accompanying this submission is
 true, accurate and complete.

17 2. EPA's Review & Determination. The EPA shall make
18 its best efforts to complete its review of the written report
19 within ninety days of its receipt of the report. After the EPA
20 completes its review of the report, it shall notify the Generator
21 Group in writing of its determination as to whether the Generator
22 Group has completed all of the OSN O&M Work in accordance with
23 this Consent Decree and achieved the Performance Standards.

24 a. Determination & Requirement to Complete Work
25 and/or Achieve Performance Standards. If the EPA determines that
26 the Generator Group has not completed the OSN O&M Work or any
27 portion thereof in accordance with this Consent Decree, or that
28 the Generator Group has not achieved the Performance Standards,

1 the EPA will notify the Generator Group in writing of the
2 activities that the Generator Group must undertake to complete
3 the OSN O&M Work and achieve the Performance Standards. The EPA
4 may only require the Generator Group to perform activities
5 pursuant to this Paragraph to the extent that those activities
6 are consistent with the remedy selected for the North Parcel in
7 the OII Site GCLC ROD and the OII Site Final ROD (excluding
8 groundwater remediation) and with the SOW. The EPA will set
9 forth in the notice a schedule for performance of those
10 activities consistent with the Consent Decree and the SOW, or
11 require the Generator Group to submit a schedule to the EPA for
12 approval pursuant to Paragraph XVII.E (EPA Approval of Plans and
13 Other Submissions, page 100). The Generator Group shall perform
14 all activities described in the notice in accordance with the
15 specifications and schedules established pursuant to this
16 Paragraph, subject to its right to invoke the dispute resolution
17 procedures set forth in Section XXI (Dispute Resolution, page
18 140).

19 b. EPA Issuance of OSN O&M Certification of
20 Completion. If the EPA concludes, based on the Generator Group's
21 initial or subsequent report requesting the OSN O&M Certification
22 of Completion, that the Generator Group has performed the
23 OSN O&M Work in accordance with this Consent Decree and achieved
24 the Performance Standards, the EPA will so certify in writing to
25 the Generator Group. This certification shall constitute the
26 OSN O&M Certification of Completion for purposes of this Consent
27 Decree, including, but not limited to, Paragraph XXIII.B
28 (Covenants Not to Sue the Generator Group, page 154). The EPA's

1 issuance of the OSN O&M Certification of Completion will not
2 affect the Generator Group's obligations under this Consent
3 Decree, except as provided in Paragraph XII.B.4.c (Generator
4 Group to Perform OSN O&M Work until OSN O&M Certification of
5 Completion, page 72) and as otherwise expressly provided by this
6 Consent Decree.

7 D. RP Security Work. The Generator Group shall perform
8 and shall finance and pay for all of the costs to perform the RP
9 Security Work in accordance with this Consent Decree, the OII
10 Site GCLC ROD and the OII Site Final ROD, the SOW and all work
11 plans and other plans, standards, specifications and schedules
12 set forth herein or developed by the Generator Group and approved
13 by the EPA pursuant to this Consent Decree. The Generator Group
14 shall continue to finance and perform the RP Security Work until
15 the EPA issues the OII Site Final Certification of Completion, or
16 until the EPA and the Generator Group agree in writing that the
17 RP Security Work is no longer necessary due to the
18 decommissioning of the remediation facilities within the
19 Remediation Parcel.

20 1. Within thirty days after entry of this Consent
21 Decree, the Generator Group shall submit a work plan for the RP
22 Security Work (the "RP Security Work Plan"), in accordance with
23 the approved schedule for review and approval pursuant to
24 Paragraph XVII.E (EPA Approval of Plans and Other Submissions,
25 page 100), and meeting applicable requirements set forth in the
26 OII Site GCLC ROD, the OII Site Final ROD (excluding groundwater
27 remediation) and the SOW. To the extent practicable and relevant
28 to the RP Security Work, and subject to the EPA's express written

1 approval, the Generator Group shall adopt relevant plans and
2 specifications that have already been approved by the EPA for
3 work required by the OII Site GCLC ROD and/or the OII Site Final
4 ROD, such as the SHERP.

5 2. Upon its approval by the EPA in accordance with
6 Paragraph XVII.E (EPA Approval of Plans and Other Submissions,
7 page 100), the RP Security Work Plan shall be incorporated into
8 and become enforceable under this Consent Decree, and the
9 Generator Group shall implement the RP Work Plan. The Generator
10 Group shall submit to the EPA and the State of California all
11 plans, submittals and other Required Submissions required under
12 the approved RP Security Work Plan in accordance with the
13 approved schedule for review and approval pursuant to Paragraph
14 XVII.E (EPA Approval of Plans and Other Submissions, page 100).

15 E. Work Requirements Subsumed by Future Consent Decrees.

16 The Parties agree that with the written consent of the Plaintiffs
17 and the Generator Group, and without the need to obtain the
18 consent of any other Parties to this Consent Decree, the EPA and
19 the Generator Group may agree, by entering into a future consent
20 decree intended to, inter alia, address the implementation of the
21 remedy selected by the OII Site Final Record of Decision and the
22 long-term operation and maintenance of the remedy selected by the
23 OII Site GCLC ROD (the "Final Remedy Consent Decree"), to: (i)
24 change the membership of the Generator Group; and/or (ii)
25 supercede some or all of the requirements of this Section XII,
26 provided that the requirements of this Section XII are replaced
27 by provisions in the Final Remedy Consent Decree that, in the
28 EPA's sole discretion, constitute the equivalent of the

00084

1 requirements of this Section XII. The Parties further agree that
2 the requirements of this Section XII may not be superceded by
3 operation of this Paragraph XII.E unless: (i) the Final Remedy
4 Consent Decree provides that at least five of the original
5 members of the Generator Group will continue to perform the
6 requirements of this Section XII (or the equivalent of these
7 requirements of this Section XII if they are to be superceded as
8 described above); (ii) the requirements of this Section XII that
9 are to be superceded will remain in effect until their
10 replacement requirements under the Final Remedy Consent Decree
11 become effective pursuant to the terms of the Final Remedy
12 Consent Decree; and (iii) all requirements of this Section XII
13 that are not expressly superceded by the Final Remedy Consent
14 Decree will remain unaffected by the Final Remedy Consent Decree.
15 Upon entry of the Final Remedy Consent Decree, those members of
16 the Generator Group whose liability is resolved by the Final
17 Remedy Consent Decree pursuant to CERCLA § 122(g)(4), 42 U.S.C.
18 § 9622(g)(4), shall no longer be considered to be members of the
19 Generator Group under this Consent Decree, and shall have no
20 further obligations under this Consent Decree.

21 F. The Generator Group shall be responsible jointly and
22 severally for any failure by the OII Site Custodial Trust or the
23 OII Site Stewardship Trust to comply with the requirements
24 applicable to the Generator Group under this Consent Decree.
25 This responsibility includes any responsibility to perform work
26 or undertake any other action, to pay response costs, or to pay
27 stipulated penalties (as provided under Section XXII (Stipulated
28 Penalties, Page 146)). Failure by the OII Site Custodial Trust

1 or the OII Site Stewardship Trust to comply with any applicable
2 terms of this Consent Decree shall be deemed noncompliance by the
3 Generator Group. The United States and the State of California
4 agree that the Generator Group will not be considered the owners
5 or operators of the OII Property or any portion thereof solely on
6 account of the OII Site Custodial Trust's or the OII Site
7 Stewardship Trust's ownership and disposition of the OII Property
8 or any portion thereof, or improvements thereon, in accordance
9 with this Consent Decree.

10
11 **XIII. COMMITMENTS BY GOODWILL**

12 Goodwill shall comply with the requirements of this Section
13 to perform Interpretive Center Staffing Work in addition to the
14 provisions of Section XVI (General Commitments By All Defendants,
15 Greenfield and the OII Site Trusts, page 84) and Section XVII
16 (Additional Commitments by All Parties Performing Work Under This
17 Consent Decree, page 95), as well as all other requirements
18 applicable to it under this Consent Decree.

19 A. Interpretive Center Staffing Work. No later than
20 thirty days after it receives notice from the EPA that the
21 Interpretive Center has been constructed and is ready for
22 operation, Goodwill shall commence to perform and pay for the
23 Interpretive Center Staffing Work, which consists of all
24 activities necessary to provide staffing for an Interpretive
25 Center on the Development Parcel, as specified in the SOW. In
26 implementing this work, Goodwill shall comply with all of the
27 requirements of this Paragraph XIII.A.

28 //

1 1. Goodwill shall perform the Interpretive Center
2 Staffing Work in accordance with the SOW and the final
3 Interpretive Center Staffing Work Plan approved by the EPA, as
4 provided in this Consent Decree.

5 2. Goodwill's Project Coordinator, as selected and
6 approved pursuant to Paragraph XVII.C (Selection of Project
7 Coordinators, Page 97), shall meet with the EPA's Project
8 Coordinator on at least a monthly basis during the time that
9 Goodwill conducts the Interpretive Center Staffing Work, unless
10 the EPA agrees in writing to meet on a less frequent basis.

11 3. Interpretive Center Staffing Work Plan &
12 Implementation.

13 a. Within 30 days after the EPA issues Goodwill
14 a written authorization to proceed pursuant to Paragraph XVII.D
15 (Selection of Supervising Contractor, page 98), Goodwill shall
16 submit to the EPA and the State of California a work plan for the
17 Interpretive Center Staffing (the "Interpretive Center Staffing
18 Work Plan") in accordance with the approved schedule for review
19 and approval pursuant to Paragraph XVII.E (EPA Approval of Plans
20 and Other Submissions, page 100), and meeting the requirements
21 set forth in Section 5.1 of the SOW. Upon its approval by the
22 EPA, the Interpretive Center Staffing Work Plan shall be
23 incorporated into and become enforceable under this Consent
24 Decree.

25 4. Goodwill shall continue to implement the
26 Interpretive Center Staffing Work Plan for a period of fifteen
27 months, starting thirty days after it receives notice from the

28 //

1 EPA that the EPA has approved the Interpretive Center Staffing
2 Work Plan.

3 B. Further Performance as Contractor. Nothing in this
4 Consent Decree shall preclude the use of Goodwill as a contractor
5 to provide staffing for the Interpretive Center on behalf of any
6 other person who may be required to perform Interpretive Center
7 Staffing Work, once Goodwill has fulfilled its own commitment to
8 perform this work.

9
10 **XIV. COMMITMENTS BY THE CITY OF MONTEREY PARK**

11 The City of Monterey Park shall comply with all of the
12 provisions of this Section in addition to the provisions of
13 Section XVI (General Commitments by All Defendants, Greenfield
14 and the OII Site Trusts, page 84), as well as all other
15 requirements applicable to it under this Consent Decree. The
16 provisions of this Section require the City of Monterey Park to
17 make a payment and to cooperate in community relations
18 activities.

19 A. Payment by the City of Monterey Park. The City of
20 Monterey Park shall make the following payments to the CD-5
21 Escrow Account and the OII Site Custodial Trust. The City of
22 Monterey Park shall make the payments prescribed by this
23 Paragraph XIV.A in the manner directed in the instructions that
24 will accompany the notice of entry of this Consent Decree. The
25 City of Monterey Park shall include a transmittal letter with
26 each payment, and shall send a copy of each transmittal letter to
27 the United States, the EPA, the California Attorney General's

28 //

1 Office, the California DTSC, the OII Site Custodial Trust and the
2 Generator Group.

3 1. Payment to the CD-5 Escrow Account. Within thirty
4 days of receiving notice that the EPA has issued the OSN RA
5 Certification of Completion pursuant to Paragraph XI.C.4 (OSN RA
6 Certification of Completion, page 54), the City of Monterey Park
7 shall pay \$476,000 to the CD-5 Escrow Account. Funds paid by the
8 City of Monterey Park pursuant to this Consent Decree to the CD-5
9 Escrow Account shall be used for the purposes and in the amounts
10 determined by EPA, including the cost of the operation and
11 maintenance of the remedy for the OII Site-North portion of the
12 OII Site, the purposes identified for the OII Site Custodial
13 Trust in this Consent Decree and those other costs identified as
14 appropriate uses for the CD-5 Escrow Account in the OII Site
15 Fifth Partial Consent Decree.

16 2. Payments to the OII Site Custodial Trust. The
17 City of Monterey Park shall pay \$50,000 to the OII Site Custodial
18 Trust within sixty days of receiving notice of entry of this
19 Consent Decree. If the OII Site Custodial Trust provides the
20 City of Monterey Park with a written notice that the exceptions
21 to title for the South Parcel listed in Appendix J to this
22 Consent Decree, entitled "South Parcel Title Exceptions to be
23 Removed," had not been cleared within three years after entry of
24 this Consent Decree, the City of Monterey Park shall pay \$25,000
25 to the OII Site Custodial Trust within thirty days of receiving
26 the notice. If the OII Site Custodial Trust provides the City of
27 Monterey Park with a written notice that the exceptions to title
28 for the South Parcel listed in Appendix J to this Consent Decree,

1 entitled "South Parcel Title Exceptions to be Removed," had not
2 been cleared within three years and six months after entry of
3 this Consent Decree, the City of Monterey Park shall also pay
4 \$25,000 to the OII Site Custodial Trust within thirty days of
5 receiving the notice. Funds paid by the City of Monterey Park
6 pursuant to this Consent Decree to the OII Site Custodial Trust
7 shall be used for the purposes and in the amounts determined by
8 the OII Site Custodial Trust, and shall be limited to the
9 purposes identified as appropriate expenditures for the OII Site
10 Custodial Trust under this Consent Decree.

11 B. Community Relations. The City of Monterey Park shall
12 propose a schedule of activities and personnel to be included in
13 the EPA's North Parcel Community Relations Plan. The EPA and the
14 City of Monterey Park will work together to determine the
15 appropriate role for the City of Monterey Park under the plan.
16 As requested by the EPA or the State of California, the City of
17 Monterey Park shall participate in the preparation of information
18 regarding the OII Site and the redevelopment of the Development
19 Parcel for dissemination to the public and in public meetings
20 that may be held or sponsored by the EPA or the State of
21 California to explain activities at or relating to the OII Site.
22 The City of Monterey Park shall provide the EPA with fifteen days
23 notice of, and allow the EPA to participate in, any activities
24 that it may hold that are open to the public and at which issues
25 related to the contamination or cleanup of the OII Site are
26 scheduled to be discussed. Nothing in this Consent Decree is
27 intended to obligate the City of Monterey Park to hire any
28 additional personnel or issue payment of any funds solely for the

1 purpose of complying with the requirements of this Paragraph
2 XIV.B.

3
4 **XV. COMMITMENTS BY SCE**

5 SCE shall comply with the requirement of this Section to
6 make a payment in addition to the provisions of Section XVI
7 (General Commitments By All Defendants, Greenfield and the OII
8 Site Trusts, page 84) and Section XVIII (Commitments to Implement
9 Institutional Controls, page 125), as well as all other
10 requirements applicable to it under this Consent Decree. Within
11 thirty days of receiving notice of entry of this Consent Decree,
12 SCE shall pay \$1.5 million to the CD-5 Escrow Account, in the
13 manner directed in the instructions that will accompany the
14 notice of entry of this Consent Decree. Funds paid by SCE
15 pursuant to this Consent Decree shall be used for the purposes
16 and in the amounts determined by the EPA, including the purposes
17 identified for the CD-5 Escrow Account in the OII Site Fifth
18 Partial Consent Decree. SCE shall include a transmittal letter
19 with its payment, and shall send a copy of the transmittal letter
20 to the United States, the EPA, the California Attorney General's
21 Office, the California DTSC and the Generator Group.

22
23 **XVI. GENERAL COMMITMENTS BY ALL DEFENDANTS, GREENFIELD AND
24 THE OII SITE TRUSTS**

25 In addition to any other applicable requirements under this
26 Consent Decree, each Defendant, Greenfield and the OII Site
27 Trusts shall comply with all of the requirements of this Section.

28 //

1 A. Compliance with Applicable Law. Each Defendant,
2 Greenfield and the OII Site Trusts shall follow the requirements
3 of all applicable federal and state laws and regulations in
4 performing the activities he, she, or it is required to undertake
5 pursuant to this Consent Decree. Activities conducted pursuant
6 to this Consent Decree, if approved by the EPA, shall be
7 considered to be consistent with the NCP.

8 B. Coordination & Cooperation. The Defendants, Greenfield
9 and the OII Site Trusts shall not in any way impede the
10 performance of any work required by this or any other Consent
11 Decree or administrative order or other enforcement document
12 issued by the EPA or the State of California for the OII Site,
13 nor any activities being performed by the EPA or the State of
14 California with respect to the OII Site, excepting, in case of
15 emergencies, the City of Monterey Park's exercise of police
16 powers, which the City of Monterey Park shall coordinate with the
17 EPA to the maximum extent possible under the circumstances. The
18 normal, customary and non-exigent exercise of the City of
19 Monterey Park's fire, police, public safety and traffic
20 authorities are not to be considered impedances, provided that
21 any such exercise: (i) is of general applicability, (ii) is
22 consistently enforced, (iii) where feasible to do so, is
23 coordinated with the EPA and (iv) does not conflict with the
24 provisions of CERCLA 121(e)(1), 42 U.S.C. § 9621(e)(1). The
25 Defendants, Greenfield and the OII Site Trusts recognize that
26 response actions and other activities at or near the OII Site,
27 including redevelopment activities at the Development Parcel, may
28 overlap and will require integration and coordination among all

1 persons performing those response actions or other activities.
2 The Defendants, Greenfield and the OII Site Trusts shall use best
3 efforts to minimize conflicts and to coordinate their activities
4 through the Project Coordinators, pursuant to Sections 6.1
5 through 6.3 of the SOW. The Defendants, Greenfield and the OII
6 Site Trusts shall meet with the EPA whenever the EPA deems
7 necessary for purposes of cooperation and coordination. If
8 Defendants, Greenfield and the OII Site Trusts cannot come to an
9 agreement that is also satisfactory to the EPA, Defendants,
10 Greenfield and the OII Site Trusts agree to follow the terms of
11 resolution of the conflict determined by the EPA. If any Party
12 objects to the EPA's resolution of any disagreement regarding
13 cooperation and coordination that affects that Party's
14 obligations and responsibilities under this Consent Decree, that
15 Party may invoke the dispute resolution procedures set forth in
16 Section XXI (Dispute Resolution, page 140).

17 C. Access to Property & Information.

18 1. Access to Property. Each Defendant, Greenfield,
19 the OII Site Custodial Trust and the OII Site Stewardship Trust,
20 to the extent that he, she or it owns or controls real property
21 within the OII Site or any other real property where the EPA
22 deems that access and/or land or water use restrictions are
23 reasonably necessary or desirable to implement this or any other
24 Consent Decree or administrative order for the OII Site, or comes
25 to own or control such real property, shall, commencing on the
26 date of entry of this Consent Decree, and for any purpose the EPA
27 deems necessary or desirable in relation to the implementation of
28 response actions for the OII Site, provide the United States, the

1 State of California and their representatives, including the EPA
2 and its contractors, as well as any other person performing
3 response actions under the oversight of the EPA or the State of
4 California, with access at all reasonable times to that property.
5 These purposes include, but are not limited to, the following
6 activities:

7 a. Monitoring response actions for the OII Site;

8 b. Verifying any data or information submitted
9 to the United States or the State of California related to the
10 OII Site;

11 c. Conducting investigations relating to
12 contamination at or near the OII Site;

13 d. Obtaining samples related to the OII Site;

14 e. Assessing the need for, planning, or
15 implementing response actions at or near the OII Site;

16 f. Inspecting and copying records, operating
17 logs, contracts, or other documents maintained or generated by
18 Greenfield, the OII Site Trusts, by any Defendant, or by any
19 agent of Greenfield, the OII Site Trusts or any Defendant,
20 consistent with Paragraph XVI.C.2 (Access to and Retention of
21 Records and Information, page 88);

22 g. Assessing compliance with this Consent Decree
23 or, except with respect to any Proximate Access Property in the
24 possession or control of any members of the Generator Group that
25 is subject to access requirements under a prior Consent Decree,
26 assessing compliance with any other Consent Decree or
27 administrative order for the OII Site; and

28 //

1 h. Determining whether the OII Site or other
2 property is being used in a manner that is prohibited or
3 restricted, or that may need to be prohibited or restricted, by
4 or pursuant to this Consent Decree or any other Consent Decree or
5 administrative order for the OII Site.

6 2. Access to and Retention of Records and
7 Information.

8 a. For ten years after entry of this Consent
9 Decree (the "Document Retention Period"), each Defendant,
10 Greenfield and the OII Site Trusts shall preserve and retain, and
11 upon request shall make available to the EPA and the State of
12 California, all documents, records and information now in their
13 respective possession or control, or that come into their
14 respective possession or control, that relate to the subjects
15 delineated in Paragraph XVI.C.2.b.(1) and, with respect to the
16 Greenfield, the Generator Group and Goodwill (the "CD-7 Work
17 Parties"), any such documents, records and information that
18 relate to the subjects delineated in Paragraph XVI.C.2.b.(2).
19 The requirements of this Paragraph XVI.C.2 shall apply regardless
20 of any corporate document retention policy to the contrary.

21 b. Records and Information Subject Matter. The
22 requirements of this Paragraph XVI.C.2 apply to the following
23 subject matters:

24 (1) Subjects Applicable to the Defendants
25 Greenfield, & the OII Site Trusts (except that the Generator
26 Group, whose members are subject to equivalent requirements under
27 prior Consent Decrees for the OII Site, shall only be subject to
28 subsection (d) below):

1 (a) the past or present physical
2 characteristics or conditions of the OII Site;

3 (b) the nature and quantity of any
4 substances disposed or otherwise placed at, on, or in the OII
5 Site and the location(s) and manner of that or those disposal(s)
6 or placement(s);

7 (c) any equipment, structures or
8 materials remaining at the OII Site; including, but not limited
9 to: sampling, analyses, chain of custody records, well and
10 equipment locations, equipment blueprints, equipment schematics,
11 equipment specifications, manifests, trucking logs, receipts,
12 reports, correspondence; and

13 (d) their respective implementation of
14 the requirements of this Consent Decree.

15 (2) Additional Subject Applicable to each
16 CD-7 Work Party: equipment, structures, materials, sampling,
17 analyses, chain of custody records, well and equipment locations,
18 equipment blueprints, equipment schematics, equipment
19 specifications, manifests, trucking logs, sample traffic routing,
20 receipts, reports, correspondence, or other documents or
21 information related to the work that the CD-7 Work Party is
22 respectively required to perform under this Consent Decree.

23 c. For purposes of this Paragraph XVI.C.2,
24 documents, records or information in the possession or control of
25 any Defendant or of Greenfield or either of the OII Site Trusts
26 shall include documents, records or information in the possession
27 or control of their respective divisions, subsidiaries, parent
28 corporations, employees, agents, accountants, contractors or

1 attorneys. Greenfield and each Defendant and each of the OII
2 Site Trusts shall instruct their respective employees, agents,
3 accountants, contractors and attorneys to preserve all documents,
4 records and information during the Document Retention Period that
5 he, she or it would respectively be required to retain if those
6 documents, records and information were in his, her or its own
7 direct possession or control.

8 d. After the conclusion of the Document
9 Retention Period, the Defendants, Greenfield and the OII Site
10 Trusts shall send a written notice to the United States and the
11 State of California, at least 90 days prior to the destruction of
12 any records, documents, or other information required to be
13 retained pursuant to this Consent Decree. Within fifteen days of
14 receiving a written request by the United States or the State of
15 California at any time during or after the Document Retention
16 Period, or within a shorter time period if the written request
17 specifies one, Defendant(s), Greenfield and/or the OII Site
18 Trusts shall deliver any such records, documents, or other
19 information to the EPA or the State of California. Defendants,
20 Greenfield and the OII Site Trusts shall also make available to
21 the EPA and the State of California, for purposes of
22 investigation, information gathering, or testimony, their
23 employees, agents, or representatives with knowledge of relevant
24 facts regarding the implementation of this Consent Decree or any
25 response action taken or to be taken at the OII Site after the
26 effective date of this Consent Decree.

27 e. Each CD-7 Work Party shall also make
28 available to the EPA and the State of California, for purposes of

1 investigation, information gathering, or testimony, its
2 employees, agents, or representatives with knowledge of relevant
3 facts concerning the performance of the work required of it under
4 this Consent Decree.

5 f. Defendants, Greenfield, the OII Site
6 Custodial Trust and/or the OII Site Stewardship Trust may assert
7 business confidentiality claims covering part or all of the
8 documents, records or information submitted to Plaintiff(s) under
9 this Consent Decree to the extent permitted by and in accordance
10 with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40
11 C.F.R. § 2.203(b). Documents, records, or information determined
12 to be confidential by the EPA will be afforded the protection
13 specified in 40 C.F.R. Part 2, Subpart B. If no claim of
14 confidentiality accompanies documents, records or information
15 when they are submitted to the EPA, or if the EPA has notified
16 the Defendant(s), Greenfield, or the OII Site Trusts that the
17 documents, records, or information are not confidential under the
18 standards of Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7),
19 the public may be given access to those documents or that
20 information without further notice to the Defendant(s). No claim
21 of confidentiality shall be made with respect to any data,
22 including, but not limited to, all sampling, analytical,
23 monitoring, hydrogeologic, scientific, chemical, or engineering
24 data, or any other documents, records or information evidencing
25 conditions at or around the OII Site.

26 g. The Defendant(s), Greenfield and the OII Site
27 Trusts may assert that certain documents, records, or
28 information, including information provided by any person who is

1 made available pursuant to the requirements of this Paragraph
2 XVI.C.2, are privileged under the attorney-client privilege, the
3 attorney work-product doctrine, or any other privilege recognized
4 by federal law or otherwise by this Court. If any Plaintiff
5 requests a document, record or information from another Party who
6 asserts that the document, record or information is privileged,
7 the Party making the privilege assertion shall provide the
8 requesting Plaintiff with the following: (i) the title of the
9 document, record, or information; (ii) the date of the document,
10 record, or information; (iii) the name and title of the author of
11 the document, record, or information; (iv) the name and title of
12 each addressee and recipient; (v) a description of the subject of
13 the document, record, or information; and (vi) the privilege the
14 Party is asserting. The Defendants and Greenfield are not
15 obligated to provide any materials pursuant to this Paragraph
16 XVI.C.2 that are protected by the attorney work product doctrine
17 or the attorney-client privilege, or both. However, the
18 Defendants and Greenfield agree that no documents, reports or
19 other information that this Consent Decree requires a Party to
20 create or generate can be withheld on the grounds that those
21 documents, reports or other information are privileged.

22 h. Each Defendant and Greenfield hereby
23 individually certifies that, to the best of his, her or its
24 knowledge and belief, after thorough inquiry, that he or it has
25 not altered, mutilated, discarded, destroyed or otherwise
26 disposed of any records, documents or other information relating
27 to his or its potential liability regarding the OII Site, nor to
28 the potential liability of any other party, since notification of

1 potential liability by the United States or the State of
2 California or the filing of suit against it regarding the OII
3 Site, and that he or it has fully complied with any and all of
4 the EPA's requests for information pursuant to CERCLA Sections
5 104(e) and 122(e), 42 U.S.C. §§ 9604(e) and 9622(e), and RCRA
6 Section 3007, 42 U.S.C. § 6927.

7 i. The failure of any Defendant, Greenfield, or
8 either of the OII Site Trusts to preserve, retain, or make
9 available all records, documents, or other information as
10 required by this Section shall subject him or it to the
11 stipulated penalties set forth in Section XXII (Stipulated
12 Penalties, page 146).

13 j. This Paragraph XVI.C.2 does not apply to
14 exact duplicates, nor to any documents, records or information
15 within the possession or control of any party to a prior consent
16 decree for the OII Site who or which is obligated under that
17 prior consent decree to preserve, retain or provide access to
18 those documents, records or information.

19 3. With respect to the Generator Group, but not to SCE
20 as a member of the Generator Group, the provisions of this
21 Paragraph XVI.C shall only apply to: (i) Matters Addressed and
22 (ii) access to property or information that the EPA or the State
23 of California deem necessary for emergencies at the OII Site that
24 require response actions within thirty days to prevent
25 endangerment to human health or the environment. In the absence
26 of an emergency, if any member of the Generator Group receives a
27 request for access to property or information under this
28 Paragraph that it has a good faith reason to believe is not

1 related to Matters Addressed, that member may invoke the dispute
2 resolution procedures set forth in Section XXI (Dispute
3 Resolution, page 140). Notwithstanding anything to the contrary
4 in this Paragraph XVI.C, the members of the Generator Group other
5 than SCE limit their agreement with respect to making persons
6 available to the EPA and the State of California solely to
7 providing the EPA and the State of California with the
8 opportunity to speak and/or meet with any of their employees,
9 agents, or representatives who: (i) directly observed any
10 activities on or near the OII Site and (ii) who may be able to
11 provide information based on that observation that EPA or the
12 State of California believe may be of assistance in a response
13 action at the OII Site to prevent endangerment to human health or
14 the environment. The members of the Generator Group, other than
15 SCE, are excluded from any requirement under this Paragraph XVI.C
16 to make any person available for testimony or for purposes of
17 enforcing the terms of this or any other Consent Decree. The
18 United States and the State of California reserve, and this
19 Consent Decree is without prejudice to, all rights that they may
20 have to require any person to provide information, and the
21 members of the Generator Group reserve any defenses that they may
22 have to the exercise of any such rights.

23 D. Settlement Payments not Fines nor Penalties. No monies
24 paid, nor real or personal properties conveyed, into the CD-5
25 Escrow Account or into either of the OII Site Trusts pursuant to
26 the requirements of this Consent Decree are fines, penalties or
27 sanctions, nor should any monies paid or real or personal

28 //

1 properties conveyed into either of the OII Site Trusts be
2 construed as fines, penalties or sanctions.

3
4 **XVII. ADDITIONAL COMMITMENTS BY ALL PARTIES PERFORMING WORK**
5 **UNDER THIS CONSENT DECREE**

6 The CD-7 Work Parties shall each comply with all of the
7 requirements of this Section with regard to the work that they
8 are respectively required to perform pursuant to this Consent
9 Decree. The requirements of this Section are in addition to all
10 other requirements applicable to the CD-7 Work Parties
11 collectively or individually under this Consent Decree.
12 Greenfield's obligations under this Section shall become
13 effective upon its purchase of the Development Parcel or upon its
14 commencement of the OSN RA Work, whichever is earlier.

15 A. Compliance with Decision Documents and Applicable Law.

16 Each CD-7 Work Party shall perform the work respectively required
17 of it in accordance with this Consent Decree. All work performed
18 under this Consent Decree shall be performed, to the extent
19 relevant to that work, in accordance with: the OII Site GCLC ROD,
20 the OII Site Final ROD (excluding groundwater remediation), the
21 SOW and all work plans and other plans, standards, specifications
22 and schedules set forth herein or developed by it or them and
23 approved by the EPA pursuant to this Consent Decree, including,
24 but not limited to, all applicable or relevant and appropriate
25 requirements of all Federal and state environmental laws as set
26 forth in the OII Site GCLC ROD and the OII Site Final ROD and the
27 SOW. Each CD-7 Work Party shall also finance all of the work
28 respectively required of it, except as provided in Paragraph

1 XII.B.2 (Financing & Payment for OSN O&M Work, page 69). The
2 CD-7 Work Parties shall also reimburse the United States and the
3 State of California for Future Response Costs related to the work
4 respectively required of them, as provided in this Consent
5 Decree.

6 B. Requirement to Obtain Permits.

7 1. As provided in Section 121(e) of CERCLA, 42 U.S.C.
8 § 9621(e), and Section 300.400(e) of the NCP, no permit shall be
9 required for any portion of any work conducted entirely on-site
10 with respect to the OII Site (i.e., within the areal extent of
11 contamination or in very close proximity to the contamination and
12 necessary for implementation of the work). Where any portion of
13 the work that is not on-site requires a federal, state or local
14 permit or approval, the CD-7 Work Parties responsible for that
15 work shall submit timely and complete applications and take all
16 other actions necessary to obtain all such permits or approvals.

17 2. Any CD-7 Work Party may seek relief under the
18 provisions of Section XX (Force Majeure, page 137) of this
19 Consent Decree for any delay in the performance of the work
20 required of it under this Consent Decree if that CD-7 Work Party
21 believes, in good faith, that the delay is solely the result of a
22 Force Majeure having caused a failure to obtain, or a delay in
23 obtaining, a permit required for that work.

24 3. This Consent Decree is not, and cannot be
25 construed to be, a permit issued pursuant to any federal, state
26 or local statute, regulation or ordinance.

27 //

28 //

1 C. Selection of Project Coordinators.

2 1. No later than 20 days after entry this Consent
3 Decree, Greenfield, the Generator Group, Goodwill and the EPA
4 shall designate their respective Project Coordinators and
5 Alternate Project Coordinators, and provide each other with a
6 written notification of the name, address, telephone number, fax
7 number, e-mail address and qualifications of the proposed
8 individuals. Proposed Project Coordinators and Alternate Project
9 Coordinators must meet the following requirements:

10 a. She or he must be a natural person, not a
11 corporate, governmental or other entity;

12 b. She or he must have the technical expertise
13 sufficient to adequately oversee all aspects of the work she or
14 he is to coordinate; and

15 c. She or he must not be an attorney for any of
16 the Parties in this matter.

17 2. Any Project Coordinator may assign other
18 representatives, including other contractors, to serve as a site
19 representative for oversight of performance of daily operations
20 during remedial activities. Plaintiffs may designate other
21 representatives, including, but not limited to, EPA employees,
22 federal contractors and consultants, to observe and monitor the
23 progress of any activity undertaken pursuant to this Consent
24 Decree.

25 3. If a CD-7 Work Party wishes to change its Project
26 Coordinator or Alternate Project Coordinator, it must provide a
27 written notification to the EPA and to the other CD-7 Work
28 Parties at least 5 Working Days before the change(s) occur,

1 unless impracticable, but in no event later than the actual day
2 the change is made. The written notification must contain a
3 written notification of the name, address, telephone number, fax
4 number, e-mail address and qualifications of the proposed Project
5 Coordinator(s) and/or Alternate Project Coordinator(s).

6 4. The EPA reserves the right to disapprove of any
7 proposed Project Coordinator or Alternate Project Coordinator for
8 any of the CD-7 Work Parties.

9 5. The EPA's Project Coordinator and Alternate
10 Project Coordinator shall have the authority lawfully vested in a
11 Remedial Project Manager ("RPM") and an On-Scene Coordinator
12 ("OSC") by the National Contingency Plan, 40 C.F.R. Part 300. In
13 addition, the EPA's Project Coordinator and Alternate Project
14 Coordinator shall have authority, consistent with the National
15 Contingency Plan, to halt any work required by this Consent
16 Decree and to take any necessary response action when she or he
17 determines that conditions at the OII Site constitute an
18 emergency situation or may present an immediate threat to public
19 health or welfare or the environment due to release or threatened
20 release of Waste Material.

21 D. Selection of Supervising Contractor.

22 1. All aspects of the work each CD-7 Work Party is
23 required to perform pursuant to this Consent Decree shall be
24 under the direction and supervision of that CD-7 Work Party's
25 designated Supervising Contractor. Each CD-7 Work Party must
26 receive a written authorization to proceed with its proposed
27 Supervising Contractor from the EPA before its Supervising
28 Contractor performs, directs, or supervises any work under this

1 Consent Decree. Each CD-7 Work Party shall notify the EPA and
2 the State of California in writing of the name, title and
3 qualifications of the contractor it proposes to be its
4 Supervising Contractor. The Generator Group and Goodwill shall
5 submit this notification no later than 10 days after the entry of
6 this Consent Decree; Greenfield shall submit this notification no
7 later than 10 days after it purchases the Development Parcel or
8 thirty days before it commences any OSN RA Work, whichever is
9 earlier. The EPA expressly grants Goodwill the option to propose
10 one of its own employees or officers as its Supervising
11 Contractor. The EPA will issue a notice of disapproval or a
12 written authorization to proceed to each CD-7 Work Party within
13 thirty days after receiving that CD-7 Work Party's notice
14 proposing its Supervising Contractor.

15 2. If the EPA disapproves a proposed Supervising
16 Contractor, the EPA will notify the respective CD-7 Work Party in
17 writing. The CD-7 Work Party shall have ten days from its
18 receipt of the disapproval to submit a list of alternate
19 Supervising Contractors, including all of the information
20 required for the initial proposal. The EPA will provide the CD-7
21 Work Party with a written notice listing the names of any
22 contractor(s) from among the proposed alternates who the EPA
23 authorizes to proceed as Supervising Contractor, and the names of
24 any contractor(s) that it disapproves. The CD-7 Work Party may
25 select any contractor from the list of those authorized to
26 proceed, and shall notify the EPA of the name of the contractor
27 selected within 21 days of receiving the EPA's written notice.

28 //

1 3. If the EPA fails to issue a written notice of its
2 authorization to proceed or its disapproval as provided in this
3 Paragraph XVII.D (Selection of Supervising Contractor) for any
4 CD-7 Work Party, and that CD-7 Work Party believes in good faith
5 that this failure is solely responsible for preventing it from
6 meeting one or more deadlines in a plan approved by the EPA
7 pursuant to this Consent Decree, then that CD-7 Work Party may
8 seek relief under the provisions of Section XX (Force Majeure,
9 page 137) hereof.

10 E. EPA Approval of Plans and Other Submissions.

11 1. After review of any plan, report or other item
12 that is required to be submitted for approval ("Required
13 Submissions") pursuant to this Consent Decree, the EPA shall: (a)
14 approve, in whole or in part, the Required Submission; (b)
15 approve the Required Submission upon specified conditions; (c)
16 modify the Required Submission to cure the deficiencies;
17 (d) disapprove, in whole or in part, the Required Submission,
18 directing that the CD-7 Work Party(s) responsible for the work
19 addressed by the Required Submission modify the Required
20 Submission; or (e) any combination of the above. However, the
21 EPA shall not modify a Required Submission without first
22 providing the CD-7 Work Party(s) responsible for the work
23 addressed by the Required Submission at least one notice of
24 deficiency and an opportunity to cure the deficiency within 30
25 days, except where the EPA believes that: (i) human health or the
26 environment would be endangered; (ii) the work would be seriously
27 disrupted; or (iii) the deficiencies in the Required Submission
28 under consideration indicate a bad faith lack of effort to submit

1 an acceptable Required Submission and the EPA has disapproved
2 previous Required Submission(s) due to material defects. The EPA
3 may exercise its discretion to grant a CD-7 Work Party a longer
4 period of time in which to cure a deficiency if that CD-7 Work
5 Party is making a good faith effort to cure and if it makes a
6 written application to the EPA for additional time, which shall
7 specify the reasons why additional time is necessary and shall
8 include relevant supporting documentation.

9 2. In the event of approval, approval upon
10 conditions, or modification by the EPA pursuant to Paragraph
11 XVII.E.1 (a), (b), or (c), the CD-7 Work Parties responsible for
12 the work addressed by the Required Submission shall proceed to
13 take any action required by the plan, report, or other item, as
14 approved or modified by the EPA. If any CD-7 Work Party
15 responsible for the work addressed by a Required Submission
16 objects to the modifications or conditions made by the EPA to
17 that Required Submission, it must nonetheless proceed to
18 implement the work addressed by the Required Submission; however,
19 that CD-7 Work Party may invoke the dispute resolution procedures
20 set forth in Section XXI (Dispute Resolution, page 140), so long
21 as it continues to implement the work in accordance with the
22 modifications or conditions made by the EPA unless and until a
23 final decision under those dispute resolution procedures finds
24 otherwise. In the event that a Required Submission has a
25 material defect, and to cure this defect the EPA modifies the
26 Required Submission pursuant to Paragraph XVII.E.1 (c), the EPA
27 retains its right to seek stipulated penalties, as provided in
28 Section XXII (Stipulated Penalties, page 146).

1 3. Upon receipt of a notice of disapproval pursuant
2 to Paragraph XVII.E.1 (d), the CD-7 Work Party or Parties
3 responsible for the disapproved Required Submission shall, within
4 30 days or a longer time if one is specified by the EPA in the
5 notice, correct the deficiencies and resubmit the Required
6 Submission for approval. Any stipulated penalties applicable to
7 the Required Submission, as provided in Section XXII (Stipulated
8 Penalties, page 146), shall accrue during the 30-day period or
9 otherwise specified period but will not be payable unless the
10 Required Submission, as resubmitted, is disapproved or modified
11 due to a material defect as provided in Paragraphs XVII.E.4 and
12 XVII.E.5. Notwithstanding the receipt of a notice of disapproval
13 pursuant to Paragraph XVII.E.1 (d), the CD-7 Work Party or
14 Parties responsible for the Required Submission shall proceed, at
15 the direction of the EPA, to take any action required by any non-
16 deficient portion of the Required Submission. Implementation of
17 any non-deficient portion of a Required Submission will not
18 relieve CD-7 Work Parties of any liability for stipulated
19 penalties under Section XXII (Stipulated Penalties, page 146).

20 4. In the event that the EPA disapproves a
21 resubmitted Required Submission, or portion thereof, the EPA may
22 again require the CD-7 Work Party responsible for the Required
23 Submission to correct the deficiencies, in accordance with the
24 preceding Paragraphs. The EPA also retains the right to modify
25 or develop the Required Submission. The CD-7 Work Party
26 responsible for the Required Submission shall implement the
27 Required Submission as modified or developed by the EPA, subject

28 //

1 only to its right to invoke the procedures set forth in Section
2 XXII (Stipulated Penalties, page 146).

3 5. If the EPA disapproves or modifies a Required
4 Submission due to a material defect after the CD-7 Work Party(s)
5 responsible for it resubmit(s) it to the Agency, that (or those)
6 CD-7 Work Party(s) shall be deemed to have failed to have timely
7 and adequately submitted that Required Submission, unless the
8 CD-7 Work Parties invoke the dispute resolution procedures set
9 forth in Section XXI (Dispute Resolution, page 140) and the EPA's
10 action is overturned pursuant to that Section. The provisions of
11 Section XXI (Dispute Resolution, page 140) and Section XXII
12 (Stipulated Penalties, page 146) shall govern the implementation
13 of the work and accrual and payment of any stipulated penalties
14 during the pendency of dispute resolution procedures under
15 Section XXI (Dispute Resolution, page 140). If the EPA's
16 disapproval or modification is upheld, stipulated penalties shall
17 accrue for that violation from the date on which the initial
18 Required Submission was originally required, as provided in
19 Section XXII.

20 6. All Required Submissions shall, upon approval or
21 modification by the EPA, be enforceable under this Consent
22 Decree. In the event the EPA approves or modifies a portion of a
23 Required Submission, the approved or modified portion shall be
24 enforceable under this Consent Decree.

25 F. Modification of the SOW or Related Work Plans.

26 1. If the EPA determines that modification to the
27 work specified in the SOW and/or in work plans developed pursuant
28 to the SOW under this Consent Decree is necessary to achieve and

1 maintain the Performance Standards or to carry out and maintain
2 the effectiveness of the remedy set forth in the OII Site GCLC
3 ROD and the OII Site Final ROD (excluding groundwater
4 remediation) to the extent relevant to the work required by this
5 Consent Decree, the EPA may make a modification in the SOW and/or
6 require the CD-7 Work Party responsible for the affected work to
7 incorporate a modification of its work plans. Provided, however,
8 that a modification may only be required pursuant to this
9 Paragraph to the extent that it is consistent with the scope of
10 the remedy selected in the OII Site GCLC ROD and the OII Site
11 Final ROD (excluding groundwater remediation).

12 2. If any CD-7 Work Party objects to any modification
13 determined by the EPA to be necessary pursuant to this Paragraph,
14 and if the modification substantially affects the work required
15 of that CD-7 Work Party under this Consent Decree, that CD-7 Work
16 Party may seek dispute resolution pursuant to Paragraph XXI.D
17 (Formal Dispute Resolution Subject to Administrative Record
18 Review, page 142), after having sought informal dispute
19 resolution pursuant to Paragraph XXI.B (Informal Dispute
20 Resolution, page 141). If dispute resolution procedures are
21 invoked, the SOW and/or related work plans shall be modified to
22 the extent necessary to accord with the final resolution of the
23 dispute. If the EPA determines, in its sole and unreviewable
24 discretion, that human health or the environment would be
25 endangered during the time necessary to complete the dispute
26 resolution process if the SOW and or/related work plans are not
27 modified, then the SOW and/or related work plans shall be
28 //

1 modified as the EPA deems necessary prior to the final resolution
2 of the dispute.

3 3. If the EPA and Greenfield agree that any
4 modification determined by the EPA to be necessary pursuant to
5 this Paragraph will cause Greenfield's cost to implement the
6 OSN RA Work to exceed \$8 million, Greenfield will not be liable
7 for additional costs necessary to implement the modification to
8 the extent that these costs exceed \$8 million. If the EPA and
9 Greenfield disagree as to whether the modification will cause
10 Greenfield's cost to implement the OSN RA Work to exceed \$8
11 million, Greenfield may seek informal dispute resolution pursuant
12 to Paragraph XXI.B (Informal Dispute Resolution, page 141). If,
13 after informal dispute resolution, the EPA and Greenfield do not
14 reach agreement, Greenfield may submit a Statement of Position
15 pursuant to Paragraph XXI.C (Formal Dispute Resolution, page 141)
16 to the Director of the EPA Region IX Superfund Division, or his
17 or her successor, in which case the EPA and the Generator Group
18 may also submit their own Statements of Position in reply. The
19 Director of the EPA Region IX Superfund Division, or his or her
20 successor, will issue a final administrative decision resolving
21 the dispute, which will not be subject to judicial review or to
22 any further appeal.

23 4. CD-7 Work Parties shall implement any work
24 required by any modifications incorporated in the SOW and/or in
25 work plans developed pursuant to the SOW in accordance with this
26 Paragraph XVII.F.

27 5. Schedules specified in the SOW for completion of
28 work required by this Consent Decree may be modified by written

1 agreement of the EPA and the CD-7 Work Party or Parties
2 responsible for the work addressed by the schedule(s).

3 6. Nothing in this Paragraph shall be construed to
4 limit the EPA's authority to require performance of further
5 response actions as otherwise provided in this Consent Decree.

6 G. Off-site Shipment of Waste Material. If, in
7 implementing any requirements of this Consent Decree, the total
8 volume of any CD-7 Work Party's shipments of Waste Materials from
9 the OII Site to out-of-state waste management facilities will
10 exceed 10 cubic yards, that CD-7 Work Party shall, prior to any
11 such shipment, provide written notification to the appropriate
12 state environmental official in the receiving facility's state
13 and to the EPA Project Coordinator of that CD-7 Work Party's
14 shipment of Waste Material.

15 1. The written notification shall include the
16 following information, where available: (i) the name and location
17 of the facility to which the Waste Material is to be shipped;
18 (ii) the type and quantity of the Waste Material to be shipped;
19 (iii) the expected schedule for the shipment of the Waste
20 Material; and (iv) the method of transportation. The CD-7 Work
21 Party making the shipment shall notify the state in which the
22 planned receiving facility is located of major changes in the
23 shipment plan, such as a decision to ship the Waste Material to
24 another facility within the same state, or to a facility in
25 another state.

26 2. The CD-7 Work Party making the off-site shipment
27 shall identify the receiving facility and state within one week
28 after the award of the contract for Remedial Action construction.

1 That CD-7 Work Party shall provide the information required by
2 Paragraph XVII.G.1 as soon as practicable after the award of the
3 contract and before the Waste Material is actually shipped.

4 H. Quality Assurance, Sampling, and Data Analysis.

5 Greenfield and the Generator Group shall use quality assurance,
6 quality control and chain of custody procedures for all
7 compliance and monitoring samples in accordance with "EPA
8 Requirements for Quality Assurance Project Plans for
9 Environmental Data Operation," (EPA QA/R5; "Preparing Perfect
10 Project Plans," (EPA /600/9-88/087)). Greenfield and the
11 Generator Group shall adopt any amendments to these guidelines
12 upon notification by the EPA, and shall use them for any samples
13 subsequent to the notification. Greenfield and the Generator
14 Group shall each submit a Quality Assurance Project Plan ("QAPP")
15 to the EPA for approval prior to commencing any monitoring
16 project under this Consent Decree. The QAPP must meet applicable
17 requirements of the SOW and the NCP. Greenfield and the
18 Generator Group agree that validated sampling data shall be
19 admissible, without objection, in any proceeding under this
20 Consent Decree, against either Greenfield or the Generator Group
21 to the extent that the data was generated in accordance with that
22 CD-7 Work Party's own QAPP and was reviewed and approved by the
23 EPA, if the data is relevant to the proceeding. Greenfield and
24 the Generator Group shall each ensure that the EPA and State
25 personnel and their authorized representatives are allowed access
26 at reasonable times to all laboratories it utilizes in
27 implementing this Consent Decree. Greenfield and the Generator
28 Group shall require each laboratory they use to follow their

1 respective QAPP for quality assurance monitoring for the analysis
2 of any samples submitted by the EPA. Greenfield and the
3 Generator Group shall each ensure that the laboratories it
4 utilizes for the analysis of samples taken pursuant to this
5 Consent Decree perform all analyses according to accepted EPA
6 methods. Accepted EPA methods consist of those methods that are
7 documented in the "Contract Lab Program Statement of Work for
8 Inorganic Analysis" and the "Contract Lab Program Statement of
9 Work for Organic Analysis," dated February 1988, and any
10 amendments made thereto during the course of the implementation
11 of this Consent Decree. Greenfield and the Generator Group each
12 shall ensure that all laboratories it uses for analysis of
13 samples taken pursuant to this Consent Decree participate in a
14 EPA or EPA-equivalent QA/QC program. Greenfield and the
15 Generator Group each shall ensure that all field methodologies
16 utilized in collecting samples for subsequent analysis pursuant
17 to this Consent Decree will be conducted in accordance with the
18 procedures set forth in the QAPP approved by the EPA.

19 1. Greenfield and the Generator Group each shall
20 allow the EPA, the State of California and/or their authorized
21 representatives to take split or duplicate samples upon request.
22 Greenfield and the Generator Group each shall notify the EPA and
23 the State of California not less than 28 days in advance of any
24 sample collection activity they respectively intend to conduct
25 unless the EPA agrees to shorter notice. In addition, the EPA
26 and the State of California shall have the right to take any
27 additional samples that the EPA or the State of California deem
28 necessary or desirable. Upon request, the EPA and the State of

1 California shall allow any CD-7 Work Party to take split or
2 duplicate samples of any samples the EPA or the State of
3 California take as part of the Plaintiffs' oversight of that CD-7
4 Work Party's implementation of any work required of it under this
5 Consent Decree.

6 2. Each CD-7 Work Party shall submit to the EPA and
7 the State of California five copies of the results of all
8 sampling and/or tests or other data obtained or generated by or
9 on behalf of that CD-7 Work Party with respect to the OII Site
10 and/or the implementation of this Consent Decree unless the EPA
11 agrees otherwise.

12 I. Reporting Requirements. In addition to any other
13 requirement of this Consent Decree, each CD-7 Work Party shall
14 submit five copies of the reports and other documents required of
15 it, signed by its authorized representative, to the EPA and the
16 State of California, as detailed below:

17 1. Monthly Reports. Greenfield and the Generator
18 Group shall each submit written monthly progress reports that:
19 (a) describe the actions that have been taken toward achieving
20 compliance with this Consent Decree during the previous month;
21 (b) include a summary of all results of sampling and tests and
22 all other data it received or generated, or its contractors or
23 agents received or generated, in the previous month; (c) identify
24 all work plans, plans and other Required Submissions required of
25 it by this Consent Decree completed and submitted during the
26 previous month; (d) describe all actions, including, but not
27 limited to, data collection and implementation of work plans,
28 that it is scheduled to perform for the next 45 days and provide

1 other information relating to the progress of construction,
2 including, but not limited to, critical path diagrams, Gantt
3 charts and Pert charts; (e) include information regarding
4 percentage of completion, unresolved delays encountered or
5 anticipated that may affect the future schedule for
6 implementation of the work required of it under this Consent
7 Decree and a description of efforts made to mitigate those delays
8 or anticipated delays; (f) include any modifications to its work
9 plans or other schedules that it has proposed to the EPA or that
10 have been approved by the EPA; and (g) describe all activities it
11 undertook in support of the North Parcel Community Relations Plan
12 during the previous month and those to be undertaken in the next
13 45 days. Greenfield and the Generator Group shall submit these
14 progress reports to the EPA and the State of California by the
15 tenth day of every month following the entry of this Consent
16 Decree. Greenfield shall continue to submit these reports until
17 the EPA issues the OSN RA Certification of Completion pursuant to
18 Paragraph XI.C.4 (OSN RA Certification of Completion, page 54),
19 or until the EPA agrees in writing to different reporting period
20 or different due date for the reports. The Generator Group shall
21 continue to submit these reports until the EPA issues the OSN O&M
22 Certification of Completion pursuant to Paragraph XII.C (OSN O&M
23 Certification of Completion, page 73), or until the EPA agrees in
24 writing to different reporting period or different due date for
25 the reports. If requested by the EPA or the State of California,
26 Greenfield and the Generator Group shall also separately or
27 collectively provide briefings for the EPA and the State of
28 California to discuss the progress of the OSN O&M Work. The

1 Generator Group may combine any reports due concurrently under
2 this or any other Consent Decree or administrative order and
3 submit those reports together.

4 2. Quarterly Report & Close-out Report. Goodwill and
5 the Generator Group, both of whom are required to perform
6 Interpretive Center Staffing Work, shall each submit quarterly
7 reports that meet the requirements of Section 5.1 of the SOW
8 during the time that they are implementing that work. Goodwill
9 and the Generator Group shall also each submit a Close-Out Report
10 meeting the requirements of Section 5.2 of the SOW, upon their
11 respective completion of the Interpretive Center Staffing Work.

12 3. Change in Schedule Report. Greenfield and the
13 Generator Group shall each be responsible to submit a written
14 report (a "Change in Schedule Report") in the event of any change
15 in their own schedules for any Significant Deliverable or
16 Significant Activity, as provided in the SOW. Change in Schedule
17 Reports shall be due no later than seven days prior to the
18 originally scheduled date for any Significant Deliverable or
19 Significant Activity that is subject to a change in schedule.

20 4. Other Plans, Reports & Data. Each CD-7 Work Party
21 shall submit all plans, reports and data required of it by the
22 SOW, any Work Plan, or any other approved plans in accordance
23 with the schedules set forth in those plans.

24 J. Community Relations. Each CD-7 Work Party shall
25 propose a schedule of activities and personnel to be included in
26 the EPA's North Parcel Community Relations Plan. The EPA will
27 determine the appropriate role for each CD-7 Work Party under
28 each plan, in coordination with the roles of other Parties and

1 interested persons. Each CD-7 Work Party shall also cooperate
2 with the EPA and the State of California in providing information
3 to the public regarding the work it is required to perform under
4 this Consent Decree. As requested by the EPA or the State of
5 California, each CD-7 Work Party shall participate in the
6 preparation of that information for dissemination to the public
7 and in public meetings that may be held or sponsored by the EPA
8 or the State of California to explain activities at or relating
9 to the OII Site. Each CD-7 Work Party shall provide the EPA with
10 fifteen days notice of, and allow the EPA to participate in, any
11 activities that it may hold that are open to the public and at
12 which it has reason to believe that issues related to the
13 contamination or cleanup of the OII Site may be discussed.

14 K. No Warranty nor Representations by Plaintiffs as to
15 Achieving Performance Standards. The CD-7 Work Parties
16 acknowledge and agree that nothing in this Consent Decree, the
17 SOW, or any approved Required Submission constitutes a warranty
18 or representation of any kind by Plaintiffs that compliance with
19 the work requirements set forth in the SOW and any Required
20 Submission will achieve the Performance Standards.

21 L. Work Takeover. In the event the EPA determines that
22 any CD-7 Work Party has ceased implementation of any portion of
23 the work required by this Consent Decree, is seriously or
24 repeatedly deficient or late in its performance of the work
25 required of it, or is implementing that work in a manner that may
26 cause an endangerment to human health or the environment, the EPA
27 may assume the performance of all or any portions of that work as
28 the EPA determines necessary. The EPA shall not assume the

1 performance of work without first providing the CD-7 Work
2 Party(s) responsible for that work addressed by the Required
3 Submission at least one notice of deficiency and an opportunity
4 to cure within 30 days, except where the EPA believes that human
5 health or the environment might be endangered or the work would
6 be seriously disrupted if the EPA did not assume the work. The
7 EPA may exercise its discretion to grant a CD-7 Work Party a
8 longer period of time in which to cure a deficiency if that CD-7
9 Work Party is making a good faith effort to cure and if it makes
10 a written application to the EPA for additional time, which shall
11 specify the reasons why additional time is necessary and shall
12 include relevant supporting documentation. If the EPA assumes
13 work required of a CD-7 Work Party, that CD-7 Work Party may
14 invoke the procedures set forth in Paragraph XXI.D (Dispute
15 Resolution: Record Review, page 142) to dispute the EPA's
16 determination that takeover of its work is warranted under this
17 Paragraph. Costs incurred by the United States in performing any
18 work pursuant to this Paragraph shall be considered Future
19 Response Costs that the CD-7 Work Party whose work has been
20 assumed shall pay pursuant to Paragraph XVII.N (Reimbursement of
21 Future Response Costs, page 115); however, with respect to the
22 OSN O&M Work, only those costs in excess of the amounts that the
23 Generator Group would have received to perform that work
24 specified in Paragraphs XII.B.2.a & XII.B.2.b shall be considered
25 Future Response Costs. As noted in Paragraph XXIII.N (Authority
26 to Take Response Actions Reserved, page 169), the United States
27 and the State of California retain all authority and reserve all
28 rights to take any and all response actions authorized by law.

1 M. Emergency Response.

2 1. In the event of any action or occurrence during
3 the performance of any work required by this Consent Decree that
4 either: i) causes or threatens a release of Waste Material from
5 the OII Site that constitutes an emergency situation or may
6 present an immediate threat to public health or welfare or the
7 environment; or ii) constitutes an event subject to the reporting
8 requirements of Section 103 of CERCLA, 42 U.S.C. § 9603, or
9 Section 304 of the Emergency Planning and Community Right-to-know
10 Act ("EPCRA"), 42 U.S.C. § 11004, those CD-7 Work Parties
11 responsible for any work related in any way to the occurrence or
12 event shall:

13 a. Immediately notify the EPA's Project
14 Coordinator, or, if the Project Coordinator is unavailable, the
15 EPA's Alternate Project Coordinator (if neither of these persons
16 is available, the EPA Region IX Emergency Response Team by
17 telephone at (415) 744-2000 (these reporting requirements are in
18 addition to, and do not substitute for, any reporting required by
19 CERCLA Section 103, 42 U.S.C. § 9603, or EPCRA Section 304, 42
20 U.S.C. § 11004);

21 b. Cooperate with any actions taken by the EPA
22 or the State of California, as discussed in Paragraph XVII.M.2,
23 or by any other governmental entities or any other potentially
24 responsible parties taking action to prevent, abate, or minimize
25 any release or threat of release;

26 c. Within 20 days of the onset of such an event,
27 submit a written report to Plaintiffs, signed by the CD-7 Work
28 Defendant's Project Coordinator, setting forth the events that

1 | occurred, the measures taken in response to the events and the
2 | measures to be taken in response to the events; and

3 | d. Within 30 days of the conclusion of such an
4 | event, submit a report setting forth all of the actions taken in
5 | response to the events and reasons the CD-7 Work Defendant
6 | believes no further response is necessary.

7 | 2. Nothing in this Paragraph or in this Consent
8 | Decree shall be deemed to limit any authority of the United
9 | States, or the State of California, to take all appropriate
10 | action to protect human health and welfare and the environment or
11 | to prevent, abate, respond to, or minimize an actual or
12 | threatened release of Waste Material on, at, or from the OII
13 | Site, or direct or order any action, or seek an order from the
14 | Court, to protect human health and the environment or to prevent,
15 | abate, respond to, or minimize an actual or threatened release of
16 | Waste Material on, at, or from the OII Site, subject to Section
17 | XXIII (Covenants Not to Sue by Plaintiffs, page 154).

18 | N. Reimbursement of Future Response Costs.

19 | 1. Requirement to Pay Costs of the U.S. and the State
20 | of California. Each CD-7 Work Party shall reimburse the EPA
21 | Hazardous Substance Superfund for all Future Response Costs, to
22 | the extent that the EPA determines that the costs relate to the
23 | work that the CD-7 Work Party is required to perform pursuant to
24 | this Consent Decree, and provided that the costs are not
25 | inconsistent with the National Contingency Plan. Future Response
26 | Costs shall include costs incurred by the United States or the
27 | State of California pursuant to Paragraph XVII.L (Work Takeover,
28 | page 112).

1 2. United States Costs.

2 a. The United States will send the CD-7 Work
3 Parties one or more bills requiring payment of the United States'
4 Future Response Costs related to the work each is required to
5 perform pursuant to this Consent Decree, including a copy of the
6 EPA Itemized Cost Summary Report providing an accounting of the
7 costs being billed, including, if the CD-7 Work Party makes a
8 written request and enters into a confidentiality agreement
9 prescribed by the EPA, itemized contractor costs. The United
10 States will bill for Future Response Costs on a periodic basis,
11 no more frequently than quarterly. The United States will make
12 its best efforts to issue a final bill to Greenfield for its
13 Future Response Costs no later than six months after the EPA
14 issues the OSN RA Certificate of Completion, and to include all
15 of the United States' Future Response Costs attributable to
16 Greenfield that had not been previously billed in that final
17 bill. If the United States does not issue a final bill to
18 Greenfield within this time period, Greenfield may invoke
19 Paragraph XXI.B (Informal Dispute Resolution, page 141), and, if
20 it has not received a final bill after informal dispute
21 resolution, may invoke the procedures provided in Paragraph
22 XXI.E.1 (Formal Dispute Resolution Not Subject to Administrative
23 Record Review, page 144); however, neither the results of the
24 dispute resolution nor the United States' failure to issue a
25 final bill shall be subject to judicial review.

26 b. Each CD-7 Work Party shall pay the costs it
27 is billed by the United States within thirty days of receipt of
28 the cost summary, except as otherwise provided in

1 Paragraph XVII.N.5. The CD-7 Work Parties shall make all
2 payments required by this Paragraph in the form of a certified or
3 cashier's check made payable to "EPA Hazardous Substance
4 Superfund," and shall reference the "Operating Industries, Inc.
5 Superfund Site, SSID No. 0958." The CD-7 Work Parties shall send
6 their certified check(s) to:

7 U.S. Environmental Protection Agency, Region IX
8 ATTENTION: Superfund Accounting
9 P. O. Box 360863M
Pittsburgh, PA 15251

10 c. The CD-7 Work Parties shall include a
11 transmittal letter with all payments, and shall send a copy of
12 each transmittal letter and check to the EPA and the United
13 States.

14 3. State of California Costs.

15 a. Each CD-7 Work Party shall reimburse the
16 State of California and the State Accounts for all Future
17 Response Costs incurred by these state entities in relation to
18 the work required of that CD-7 Work Party under this Consent
19 Decree.

20 b. The State will provide CD-7 Work Parties with
21 an accounting of its costs. The State will bill for those costs
22 on a periodic basis, no more frequently than annually. The State
23 will make its best efforts to issue a final bill to Greenfield
24 for its Future Response Costs no later than six months after the
25 EPA issues the OSN RA Certificate of Completion, and to include
26 all of the State of California's Future Response Costs
27 attributable to Greenfield that had not been previously billed in
28 that final bill. If the State of California does not issue a

1 final bill to Greenfield within this time period, Greenfield may
2 invoke the procedures provided in Paragraph XXI.B (Informal
3 Dispute Resolution, page 141), and, if it has not received a
4 final bill after informal dispute resolution, may invoke the
5 procedures provided in Paragraph XXI.E.1 (Formal Dispute
6 Resolution Not Subject to Administrative Record Review, page
7 144); however, neither the results of the dispute resolution nor
8 the State of California's failure to issue a final bill shall be
9 subject to judicial review.

10 c. The CD-7 Work Parties shall each pay their
11 respective Future Response Costs due to the State of California
12 by certified check within thirty days of receipt of the
13 accounting documentation provided pursuant to Paragraph
14 XVII.N.3.b. The check(s) shall be made payable to the California
15 Department of Toxic Substances Control, and shall reference the
16 "Operating Industries, Inc. Superfund Site." CD-7 Work Parties
17 shall forward the certified check(s) to:

18 California Dep't. of Toxic Substances Control
19 Attn: Accounting/Cashier
20 P.O. Box 806
Sacramento, CA 95812-0806

21 d. The CD-7 Work Parties shall send a copy of
22 each transmittal letter and check to the State Project
23 Coordinator.

24 4. Nothing in this Paragraph XVII.N shall affect the
25 right of the United States or the State of California to
26 reimbursement of its Future Response Costs, including, but not
27 limited to, all Future Response Costs from any other person not a
28 signatory to this Consent Decree.

1 5. Any CD-7 Work Party may contest payment of any
2 Future Response Costs under this Paragraph XVII.N if it believes,
3 in good faith, that the United States or the State of California
4 has made an accounting error, that a cost item is not related to
5 the work required of that CD-7 Work Party under this Consent
6 Decree, or that a cost item that is included in the costs billed
7 is inconsistent with the National Contingency Plan.

8 a. Any CD-7 Work Party wishing to make an
9 objection to any payment must do so in writing within 30 days of
10 receipt of the bill. The objection must be sent to the United
11 States, if the United States' accounting is being disputed, or
12 the State of California, if the State of California's accounting
13 is being disputed. Any such objection shall specifically
14 identify the contested cost(s) and the basis for the objection.
15 Sending this written objection to the United States and the State
16 of California will initiate the dispute resolution procedures set
17 forth in Section XXI (Dispute Resolution, page 140).

18 b. Any CD-7 Work Party making an objection shall
19 pay all uncontested Future Response Costs to the United States or
20 the State of California within the 30 day period and in the
21 manner prescribed in Paragraph XVII.N.2 (for the United States'
22 costs) or Paragraph XVII.N.3 (for the State of California's
23 costs). The CD-7 Work Party shall simultaneously establish an
24 interest-bearing escrow account in a federally-insured bank duly
25 chartered in the State of California and remit the full amount of
26 the cost that is the subject of the objection to that escrow
27 account. The CD-7 Work Party shall then send a copy of the

28 //

1 following documents to the United States and the State of
2 California:

3 (1) the transmittal letter and either a copy
4 of the check or documentation of the electronic funds transfer
5 paying the uncontested costs;

6 (2) the document(s) that establish(es) the
7 escrow account, including, but not limited to, information
8 containing the identity of the bank and bank account under which
9 the escrow account is established;

10 (3) the transmittal letter accompanying the
11 check or other funding mechanism for the escrow account; and

12 (4) the bank statement showing the initial
13 balance of the escrow account.

14 c. Post Dispute Resolution.

15 (1) If the United States or the State of
16 California prevails in the dispute, the CD-7 Work Party or
17 Parties who are disputing the costs in question shall, within 5
18 days of the resolution of the dispute, pay the sums due (with
19 accrued interest) to the United States or, if State costs were
20 disputed, to the State of California, if State costs are
21 disputed.

22 (2) If the CD-7 Work Party or Parties who
23 are disputing the costs in question prevail(s) concerning any
24 aspect of the contested costs, the CD-7 Work Party or Parties
25 shall pay that portion of the costs (plus associated accrued
26 interest) for which it or they did not prevail to the Plaintiff
27 or Plaintiff(s) whose costs were disputed.

28 //

1 (3) The CD-7 Work Party or Parties shall
2 make its post dispute resolution payments of any previously
3 disputed costs in the manner prescribed in Paragraph XVII.N.2
4 (for the United States' costs) or Paragraph XVII.N.3 (for the
5 State of California's costs). The CD-7 Work Party or Parties is
6 (are) entitled to recoup any remaining balance of the escrow
7 account for those costs that the United States or the State of
8 California did not prevail upon, plus associated accrued
9 interest.

10 d. The dispute resolution procedures set forth
11 in this Paragraph in conjunction with the procedures set forth in
12 Section XXI (Dispute Resolution, page 140) shall collectively be
13 the exclusive mechanism for resolving disputes regarding the CD-7
14 Work Parties' obligation to reimburse the United States and the
15 State of California for their Future Response Costs.

16 6. In the event that any CD-7 Work Party fails to
17 make any payments required by this Paragraph XVII.N within 30
18 days of its receipt of the bill, that CD-7 Work Party shall pay
19 Interest on the unpaid balance. The Interest on Future Response
20 Costs shall begin to accrue on the date of the bill. The
21 Interest shall accrue through the date of the CD-7 Work Party's
22 payment. Payments of Interest made under this Paragraph shall be
23 in addition to any other remedies or sanctions available to
24 Plaintiffs by virtue of CD-7 Work Party's failure to make timely
25 payments under this Section. The CD-7 Work Parties shall make
26 all payments required by this Paragraph in the manner prescribed
27 in Paragraph XVII.N.2 (for the United States' costs) or Paragraph
28 XVII.N.3 (for the State of California's costs).

1 O. Insurance & Worker's Compensation Insurance. For the
2 duration of this Consent Decree, the CD-7 Work Parties shall
3 satisfy, or shall ensure that their contractors or subcontractors
4 satisfy, all applicable laws and regulations regarding the
5 provision of worker's compensation insurance for all persons
6 performing the work on their behalf in furtherance of this
7 Consent Decree. In addition, no later than 15 days before
8 commencing any on-site work, each of the CD-7 Work Parties shall
9 secure comprehensive general liability insurance, and shall
10 maintain that insurance during the entire time that each
11 continues to perform any on-site work, with limits of one million
12 dollars, combined single limit, and automobile liability
13 insurance with limits of one million dollars, combined single
14 limit, naming the United States and the State of California as
15 additional insureds. Prior to commencement of any work under
16 this Consent Decree, the CD-7 Work Parties shall provide
17 certificates of its insurance and a copy of each insurance policy
18 to the EPA and the State of California. The CD-7 Work Parties
19 shall resubmit their certificates and copies of policies each
20 year on the anniversary of the effective date of this Consent
21 Decree. If CD-7 Work Parties demonstrate by evidence
22 satisfactory to the EPA and the State of California that any
23 contractor or subcontractor maintains insurance equivalent to
24 that described above, or insurance covering the same risks but in
25 a lesser amount, then, with respect to that contractor or
26 subcontractor, CD-7 Work Parties need provide only that portion
27 of the insurance described above that is not maintained by the
28 contractor or subcontractor.

1 P. Indemnification.

2 1. The United States and the State of California do
3 not assume any liability by entering into this agreement or by
4 virtue of any designation of CD-7 Work Parties as the EPA's
5 authorized representatives under Section 104(e) of CERCLA, 42
6 U.S.C. § 9604(e). Each CD-7 Work Party shall indemnify, save and
7 hold harmless the United States, the State of California, and
8 their officials, agents, employees, contractors, subcontractors,
9 or representatives for or from any and all claims or causes of
10 action arising from, or on account of, its negligent or other
11 wrongful acts or omissions, as well as those of its officers,
12 directors, employees, agents, contractors, subcontractors, and
13 any persons acting on its behalf or under its control, in
14 carrying out its activities pursuant to this Consent Decree,
15 including, but not limited to, any claims arising from its
16 designation as the EPA's authorized representative under Section
17 104(e) of CERCLA, 42 U.S.C. § 9604(e). Further, each CD-7 Work
18 Party agrees to pay the United States and the State of California
19 all costs the United States or the State of California incurs,
20 including, but not limited to, attorneys fees and other expenses
21 of litigation and settlement arising from, or on account of,
22 claims made against the United States or the State of California
23 based on its negligent or other wrongful acts or omissions, or
24 those of its officers, directors, employees, agents, contractors,
25 subcontractors, and any persons acting on its behalf or under its
26 control, in carrying out its activities pursuant to this Consent
27 Decree. This indemnification does not extend to that portion of
28 any such claim or cause of action attributable to the negligent,

1 | wanton, or willful acts or omissions of the United States with
2 | respect to EPA or the USACE, or the State of California or their
3 | contractors, subcontractors, or any other person acting on their
4 | behalf in carrying out activities at the OII Site. Neither the
5 | United States nor the State of California shall be held out as a
6 | party to any contract entered into by or on behalf of any CD-7
7 | Work Parties in carrying out activities pursuant to this Consent
8 | Decree. Neither the CD-7 Work Parties nor any of their
9 | contractors shall be considered an agent of the United States or
10 | the State of California.

11 | 2. If the United States and/or the State of
12 | California plan(s) to seek indemnification against any CD-7 Work
13 | Party pursuant to this Paragraph XVII.P, it or they shall give
14 | that CD-7 Work Party notice of the claim for which it or they
15 | intend to seek indemnification, and shall consult with that CD-7
16 | Work Party prior to settling the claim.

17 | 3. The CD-7 Work Parties waive all claims against
18 | the United States and the State of California for damages or
19 | reimbursement or for set-off of any payments made or to be made
20 | to the United States or the State of California, arising from or
21 | on account of any contract, agreement, or arrangement between any
22 | one or more of CD-7 Work Parties and any person for performance
23 | of work on or relating to the OII Site, including, but not
24 | limited to, claims on account of construction delays. In
25 | addition, each CD-7 Work Party shall indemnify and hold harmless
26 | the United States and the State of California with respect to any
27 | and all claims for damages or reimbursement arising from or on
28 | account of any contract, agreement, or arrangement between it and

1 any other person for performance of its work on or relating to
2 the OII Site, including, but not limited to, claims on account of
3 construction delays.

4
5 **XVIII. COMMITMENTS TO IMPLEMENT INSTITUTIONAL CONTROLS**

6 Greenfield and the OII Site Trusts shall comply with all of
7 the requirements applicable to them under this Section in
8 addition to all other requirements collectively or individually
9 applicable to them under this Consent Decree. SCE shall comply
10 with the requirements of Paragraphs XVIII.A, XVIII.C, XVIII.D and
11 XVIII.E of this Section in addition to all other requirements
12 applicable to it under this Consent Decree. During the period
13 that they own any OII Property, the Owner/Operator Group shall
14 comply with the requirements of Paragraphs XVIII.A, XVIII.C,
15 XVIII.D and XVIII.E of this Section in addition to all other
16 requirements applicable to that group under this Consent Decree.

17 A. Real Property within Possession or Control of
18 Greenfield, the Owner/Operator Group, the OII Site Trusts or SCE.

19 1. Use of Property. For any real property within, or
20 that comes within, their respective possession or control and
21 that is either located within the OII Site (including, but not
22 limited to, the OII Property and the SCE Landfill Property) (the
23 "OII Site Property") or located in proximity to the OII Site and
24 within an area that the EPA deems, in its sole discretion, is
25 needed to implement any response action at or for the OII Site
26 (referred to as "Proximate Access Property"):

27 a. Greenfield, the Owner/Operator Group, the OII
28 Site Trusts and SCE respectively agree not to use, nor, to the

1 extent it is within their power to do so, to allow any other
2 person to use, any OII Site Property or Proximate Access Property
3 in any manner that would interfere with or adversely affect the
4 integrity or protectiveness of any remedial measures to be
5 implemented at or for the OII Site. In addition to any other
6 activities that would interfere with or adversely affect these
7 remedial measures, Greenfield, the Owner/Operator Group, the OII
8 Site Trusts agree that the following activities are specifically
9 prohibited:

10 (1) Any activity that results in a release
11 or threat of release of any hazardous substance that either: (a)
12 is subject to reporting requirements pursuant to Section 103(a)
13 of CERCLA, 42 U.S.C. § 9603(a), or (b) otherwise prompts a
14 response action by the EPA or the State of California;

15 (2) Any activity of a nature that would
16 require the Successor in Property Interest to apply for issuance
17 of a permit by the EPA or the State of California under RCRA or
18 the California Hazardous Waste Control Law;

19 (3) Any activity that interferes with or
20 adversely affects, or that the EPA determines may interfere with
21 or adversely affect, the integrity or protectiveness of any OII
22 Site remedial measures, including, but not limited to, the
23 inauguration or continued effectiveness of any institutional
24 controls for the OII Site;

25 (4) Any activity that causes or
26 contributes, or that the EPA determines may cause or contribute,
27 to the migration or release of any Existing Contamination; and

28 //

1 (5) Any construction or excavation
2 activities on any portion of the OII Site Property or any
3 Proximate Access Property that might disturb any structure or
4 activity implemented as a part of the OII Site Final Remedy,
5 except in compliance with the Construction & Excavation
6 Management Plan required by Section 3.7.3 of the SOW and approved
7 by the EPA.

8 b. Greenfield and SCE further agree to take all
9 reasonable steps to ensure that assignees, successors in
10 interest, lessees and sublessees of any OII Site Property or
11 Proximate Access Property shall provide the same access and
12 cooperation that is required by this Consent Decree. Greenfield
13 and SCE shall expressly require all such persons to abide by the
14 access and cooperation terms hereof in any subsequent lease,
15 assignment or other conveyance of any OII Site Property or
16 Proximate Access Property.

17 c. Notwithstanding Paragraph XVIII.A.1.a.(1), to
18 the extent that SCE's normal, day-to-day operation of the
19 equipment necessary for its function as a public utility results
20 in an unavoidable reportable release and does not emanate from or
21 exacerbate any Existing Contamination, that release will not be
22 considered a violation of this Consent Decree.

23 2. Execution of Access and Restrictive Easements.
24 The Owner/Operator Group, with respect to the OII Property,
25 agrees to execute and, within thirty days of the entry of this
26 Consent Decree, record an easement providing access for remedial
27 activities and restricting the use of the property (an "Access
28 and Restrictive Easement") in the Official Records of Los Angeles

1 County, California, an easement in the form attached to this
2 Consent Decree as Appendix M, entitled "Form of Access and
3 Restrictive Easement" or, with the prior written approval of EPA,
4 in a substantially similar form. Within 90 days after EPA issues
5 the OSN RA Certification of Completion pursuant to Paragraph
6 XI.C.4 (OSN RA Certification of Completion, page 54), or three
7 years after the effective date of this Consent Decree, whichever
8 is earlier, SCE agrees to record an Access and Restrictive
9 Easement with respect to any portion of SCE Landfill Property
10 that continues to contain any landfill-related wastes. Each
11 Access and Restrictive Easement shall provide the EPA, the State
12 of California, any person required by the EPA or the State of
13 California to perform remedial work for the OII Site and their
14 representatives the following rights as intended third party
15 beneficiaries: (i) the right of access for the purpose of
16 conducting any remedial activity for the OII Site, including, but
17 not limited to, any activity related to this Consent Decree (such
18 as those activities listed in Paragraph XVI.C.1 (Access to
19 Property, page 86) of this Consent Decree), (ii) the right to
20 enforce the use restrictions of Paragraph XVIII.A.1 of this
21 Consent Decree and any other restrictions that the EPA determines
22 are necessary to implement, prevent interference with, or ensure
23 the protectiveness of the remedial measures performed or to be
24 performed to implement the OII Site Final Remedy. The
25 Owner/Operator Group and SCE shall ensure that their respective
26 easements meet the requirements of California law for running
27 with the land, shall be free and clear of all prior liens and
28 encumbrances (except as approved by the EPA, which approval will

1 not be unreasonably withheld), are acceptable under the Attorney
2 General's Title Regulations promulgated pursuant to 40 U.S.C.
3 § 255, and provide that the easements are not to be terminated
4 without the express written consent of the EPA and the State of
5 California. Each Access and Restrictive Easement shall set forth
6 the properties it burdens and benefits; easements on the North
7 Parcel shall run to the benefit of the South Parcel and the
8 easement on the South Parcel shall run to the benefit of the
9 Remediation Parcel. Any Access and Restrictive Easement on the
10 SCE Landfill Property shall run to the benefit of the North
11 Parcel. Within 30 days of recording their respective easements,
12 the Owner/Operator Group and SCE shall provide the EPA with final
13 title evidence acceptable under the DOJ Title Standards or, with
14 the prior written approval of the EPA, an alternate commercially
15 acceptable title assurance standard, and a certified copy of the
16 original recorded easement showing the clerk's recording stamps.

17 3. Notice of Transfer of Property Interests. At
18 least 30 days before conveying any fee simple, leasehold or
19 mortgage interest in any OII Site Property or Proximate Access
20 Property to any grantee (other than a conveyance to a Party or to
21 Ezralow), Greenfield, the OII Site Trusts and SCE respectively
22 agree to give the grantee written notice (the "Grantee Notice")
23 in the form attached to this Consent Decree as Appendix N,
24 entitled "Form of Notice to Successors in Property Interests,"
25 informing the grantee of (i) this Consent Decree and (ii) any
26 easements created pursuant to Paragraph XVIII.A.2. At least 30
27 days prior to conveying any fee simple interest in any OII Site
28 Property or Proximate Access Property, the grantor shall also

1 give written notice of the proposed conveyance to the EPA and the
2 State of California, including the name and address of the
3 grantee and the date on which it gave the Grantee Notice to the
4 grantee. Failure to provide timely and complete notice to the
5 EPA and the State of California shall be a violation of this
6 Consent Decree, but will not preclude the transfer of property.

7 4. Effect of Transfer on Obligations under this
8 Consent Decree. In the event that Greenfield, the Owner/Operator
9 Group, or SCE conveys any portion of their respective interests
10 in any OII Site Property or Proximate Access Property, their
11 respective obligations pursuant to this Section XVIII shall
12 remain in effect to the extent that they retain any interest or
13 control over the property that had been conveyed, and to the
14 extent that they retain any interest or control over any other
15 OII Site Property or Proximate Access Property. Greenfield, the
16 Owner/Operator Group and SCE are obligated to do everything
17 within their control to prevent any failure of any of their
18 respective grantees of any OII Site Property or Proximate Access
19 Property to comply with the provisions of this Section XVIII,
20 including, but not limited to, incorporating provisions into any
21 documents effecting the conveyance of any OII Site Property or
22 Proximate Access Property that require the grantee to comply with
23 the provisions of this Section; however, the failure of a grantee
24 to comply with the provisions of this Section will not preclude
25 the grantor from enjoying the benefits of this Consent Decree if
26 the EPA agrees that the grantee's failure was due to a Force
27 Majeure under Section XX (Force Majeure, page 137), or that (i)
28 the grantor has exercised its best efforts to have the grantee

1 | comply with the provisions of this Section (without having to pay
2 | the grantee additional money that was not contemplated in the
3 | terms of conveyance solely to comply) and (ii) that the grantor
4 | is otherwise in compliance with all of the requirements of this
5 | Consent Decree applicable to the grantor. Nothing in this
6 | Consent Decree shall prevent a grantee that obtains the prior
7 | written approval of the EPA from performing some or all of the
8 | work required under this Consent Decree. Except as provided in
9 | this Section, the conveyance or transfer of any interest in any
10 | portion of any OII Site Property or Proximate Access Property by
11 | Greenfield, the Owner/Operator Group or SCE shall not release or
12 | otherwise affect their respective requirements to comply with all
13 | applicable terms of this Consent Decree.

14 | B. Real Property not within Possession or Control of
15 | Greenfield.

16 | 1. If the EPA, in its sole discretion, determines
17 | that access to or restrictions on OII Site Property or Proximate
18 | Access Property owned or controlled by any person not a Party to
19 | this Consent Decree is reasonably necessary to implement Section
20 | XI.B (OSN RA Work, page 48) of this Consent Decree, Greenfield
21 | shall use its best efforts to secure the access and use
22 | restriction agreements specified below from the owner(s) of the
23 | property within 45 days of a request to do so by the EPA:

24 | a. an agreement to provide access thereto for
25 | Greenfield, the United States on behalf of the EPA, the State of
26 | California and their representatives (including contractors), for
27 | the purpose of conducting any activity related to this Consent
28 | Decree including, but not limited to, those activities listed in

1 Paragraph XVI.C.1 (Access to Property, page 86) of this Consent
2 Decree;

3 b. an agreement, enforceable by Greenfield and
4 the United States, to abide by the obligations and restrictions
5 identified in Paragraph XVIII.A.1 of this Consent Decree, or that
6 the EPA determines are otherwise necessary to implement, prevent
7 interference with, or ensure the protectiveness of the remedial
8 measures to be performed pursuant to this Consent Decree; and

9 c. an easement, in the form attached to this
10 Consent Decree as Appendix M, entitled "Form of Access and
11 Restrictive Easement," that provides the EPA, the State of
12 California, any person required by the EPA or the State of
13 California to perform remedial work for the OII Site and their
14 representatives the following rights as intended third party
15 beneficiaries: (i) a right of access for the purpose of
16 conducting any activity related to this Consent Decree including,
17 but not limited to, those activities listed in Paragraph XVI.C.1
18 (Access to Property, page 86) of this Consent Decree and (ii) the
19 right to enforce the land or water use restrictions created by
20 the agreement required by Paragraph XVIII.B.1.b. Within the 45
21 days following the EPA's request, Greenfield shall submit a draft
22 easement to the EPA, in the form attached to this Consent Decree
23 as Appendix M, that shall run to the benefit of the Development
24 Parcel, is enforceable and shall run with the land under the laws
25 of the State of California, is free and clear of all prior liens
26 and encumbrances (except as approved by the EPA) and is
27 acceptable under the Attorney General's Title Regulations
28 promulgated pursuant to 40 U.S.C. § 255. Greenfield shall also

1 concurrently submit a current title commitment or report prepared
2 in accordance with the DOJ Title Standards. Within 15 days of
3 the EPA's approval of the easement, Greenfield shall update the
4 title search and, if it is determined that nothing has occurred
5 since the effective date of the commitment or report to affect
6 the title adversely, Greenfield shall ensure that the easement is
7 recorded in the Official Records of Los Angeles County,
8 California. Within 30 days of the recording of the easement,
9 Greenfield shall provide the EPA with final title evidence
10 acceptable under the DOJ Title Standards and a certified copy of
11 the original recorded easement showing the clerk's recording
12 stamps.

13 2. For purposes of Paragraph XVIII.B of this Consent
14 Decree, "best efforts" includes the payment of reasonable sums of
15 money in consideration of access, access easements, land or water
16 use restrictions and/or restrictive easements. Greenfield may
17 offset the amount paid in the exercise of its best efforts
18 against any Future Oversight Costs it is billed by the United
19 States pursuant to Paragraph XVII.N (Reimbursement of Future
20 Response Costs, page 115), if Greenfield obtains the prior
21 written concurrence of the EPA before the sum is paid, agreeing
22 to the amount to be paid and the propriety of its application
23 against Future Oversight Costs. If Greenfield does not obtain
24 all of the access or land or water use restriction agreements
25 required by Paragraphs XVIII.B.1.a and XVIII.B.1.b of this
26 Consent Decree within 45 days of the EPA's request, or does not
27 submit or ensure the recording of the easement required by
28 Paragraph XVIII.B.1.c within the prescribed time periods,

1 Greenfield shall promptly notify the United States in writing and
2 shall include in that notification a summary of the steps that
3 Greenfield has taken and plans to take to attempt to comply with
4 Paragraph XVIII.B of this Consent Decree. The United States may,
5 as it deems appropriate, assist Greenfield in obtaining access or
6 land or water use restrictions, either in the form of contractual
7 agreements or in the form of easements running with the land.

8 C. Governmental Controls. If the EPA determines that land
9 or water use restrictions in the form of state or local laws,
10 regulations, ordinances or other governmental controls are needed
11 to implement the OII Site Final Remedy, ensure the integrity and
12 protectiveness thereof, or ensure non-interference therewith,
13 Greenfield, the OII Site Trusts, the Owner/Operator Group and SCE
14 shall cooperate with the EPA's and the State of California's
15 efforts to secure those governmental controls, including, but not
16 limited to, filing permit applications or other applications or
17 documents. Once the Owner/Operator Group has conveyed the
18 Remediation Parcel, the South Parcel and the Development Parcel
19 as provided in Paragraphs X.B.4, X.B.5 & X.B.6, respectively, the
20 Owner/Operator Group shall not be required to pay any funds, nor
21 to retain any attorneys or other professional services, solely
22 for the purpose of complying with the requirements of this
23 Paragraph XVIII.C, unless the OII Site Custodial Trust provides
24 the Owner/Operator Group with prior payment for such expenditures
25 or for retention of such services.

26 D. Due Care. Greenfield, the OII Site Trusts, the
27 Owner/Operator Group and SCE shall exercise due care and comply
28 with all applicable local, State and federal laws and regulations

1 with respect to the Existing Contamination at the OII Site.
2 Greenfield, the OII Site Trusts, the Owner/Operator Group and SCE
3 recognize that the implementation of response actions at the OII
4 Site Property and any Proximate Access Property may interfere
5 with the use of the OII Site Property and Proximate Access
6 Property. Greenfield, the OII Site Trusts, the Owner/Operator
7 Group and SCE agree to cooperate fully with EPA and the State of
8 California in the implementation of response actions on any OII
9 Site Property or Proximate Access Property and further agree not
10 to interfere with any response actions, in accordance with
11 Paragraph XVI.B (Coordination & Cooperation, page 85) of this
12 Consent Decree and Sections 6.1 through 6.3 of the SOW. The EPA
13 and the State of California, consistent with their
14 responsibilities under applicable law, and the CD-7 Work Parties
15 shall use reasonable efforts to minimize any interference caused
16 by any entry and response on the operations or use of any OII
17 Site Property or Proximate Access Property; these efforts may
18 include, as appropriate, engaging in discussions with the persons
19 who own or control that property in order to minimize any
20 potential interference.

21 E. Future Access and Institutional Control Response Costs.
22 Greenfield, the OII Site Trusts and SCE shall each be responsible
23 to pay all Future Access and Institutional Control Response Costs
24 related to any property within their respective ownership or
25 control, for as long as they retain ownership or control of that
26 property. In addition, Greenfield shall pay all Future Access
27 and Institutional Control Response Costs related to its
28 //

1 requirements under Paragraph XVIII.B (Real Property not within
2 Possession or Control of Greenfield, page 131).

3 F. Retention of Authorities. Notwithstanding any
4 provision of this Consent Decree, the United States and the State
5 of California retain all of their access authorities and rights,
6 as well as all of their rights to require land or water use
7 restrictions, including enforcement authorities related thereto,
8 under CERCLA, RCRA and any other applicable statutes or
9 regulations.

10
11 **XIX. JOINT COMMITMENT BY THE GENERATOR GROUP AND THE**
12 **OWNER/OPERATOR GROUP**

13 In addition to their other obligations under this Consent
14 Decree, the Owner/Operator Group and Generator Group shall
15 collectively make the payment required by this Section. This
16 payment shall be used to repay the United States for a portion of
17 the Plaintiffs' response costs and shall provide funds for future
18 response costs and response actions for the Casmalia Disposal
19 Site. The obligations of the Owner/Operator Group and the
20 Generator Group to pay the amount specified under this Section
21 are joint and several. In the event of the insolvency or other
22 failure of any one of the members of the Owner/Operator Group or
23 of the Generator Group to implement the requirements of this
24 Section, the remaining members of the Owner/Operator Group and
25 the Generator Group shall complete these requirements. Within
26 thirty days of receiving notice of entry of this Consent Decree,
27 the Owner/Operator Group and the Generator Group shall deposit
28 \$727,198 to the Casmalia Consent Decree Escrow Account

1 established under the Casmalia Consent Decree. This payment must
2 be made by Electronic Funds Transfer ("EFT" or wire transfer),
3 directed as follows:

4 Bankers Trust Co.
5 c/o Mr. Paul Dispenza
6 4 Albany Street, New York, NY 10006ABA/Locator#:
7 021-001-033
8 Acct #: 01-419-647
9 REF: Casmalia Resources Site Custodial Agreement

10 Upon making this payment, the Owner/Operator Group shall send a
11 written confirmation that the payment has been made to:

12 Casmalia Case Team
13 EPA Region IX
14 75 Hawthorne Street (WST-1-A)
15 San Francisco, California 94105-3901

16 **XX. FORCE MAJEURE**

17 "Force Majeure," for purposes of this Consent Decree, is
18 defined as any event arising from causes beyond the control of
19 any Defendant or Greenfield, of any entity controlled by that
20 Defendant or Greenfield, or of that Defendant's or Greenfield's
21 contractors, that delays or prevents the performance of any
22 obligation of that Defendant or of Greenfield under this Consent
23 Decree despite that Defendant's or Greenfield's best efforts to
24 fulfill the obligation. The requirement that the Defendants and
25 Greenfield exercise "best efforts to fulfill the obligation"
26 includes using best efforts to anticipate any potential Force
27 Majeure event and best efforts to address the effects of any
28 potential Force Majeure event: (i) as it is occurring and (ii)
following the potential Force Majeure event, in order to minimize
any delay to the greatest extent possible. "Force Majeure" does
not include financial inability to complete any work required by

1 this Consent Decree nor any failure to attain the Performance
2 Standards required by this Consent Decree.

3 A. Notice within 24 Hours. Within 24 hours of when
4 Greenfield or any Defendant first learns of any event that may
5 occur, is occurring or has occurred that may delay the
6 performance of any obligation he, she or it has under this
7 Consent Decree, whether or not caused by a Force Majeure, that
8 Party shall orally notify the EPA's Project Coordinator or, in
9 his or her absence, the EPA's Alternate Project Coordinator or,
10 in the event both of the EPA's designated representatives are
11 unavailable and the failure to undertake the obligation may
12 present an immediate threat to public health or welfare or the
13 environment, the EPA Region IX Emergency Response Team at (415)
14 744-2000. Within seven days thereafter, the Party or Parties
15 responsible for the obligation affected by the delay shall
16 provide a written report to the EPA and the State of California
17 including an explanation and description of the following items:
18 the reasons for the delay; the anticipated duration of the delay;
19 all actions taken or to be taken to prevent or minimize the
20 delay; a schedule for implementation of any measures to be taken
21 to prevent or mitigate the delay or the effect of the delay; the
22 Party's or Parties' rationale for attributing the delay to a
23 Force Majeure event if it or they intend(s) to assert such a
24 claim; and a statement as to whether, in the opinion of the Party
25 or Parties, the event causing the delay may cause or contribute
26 to an endangerment to public health, welfare or the environment.
27 The written report shall include all available documentation
28 supporting its or their claim that the delay was attributable to

1 a Force Majeure. Failure to comply with the above requirements
2 shall preclude the Party responsible for the obligation from
3 asserting any claim of Force Majeure for that event for the
4 period of time of that it failed to comply, and for any
5 additional delay caused by the failure. Each Party shall be
6 deemed to know of any circumstance of which she, he or it, any
7 entity she, he or it controls, or any of her, his or its
8 contractors knew or should have known.

9 B. Extension of Time. If the EPA agrees that the delay or
10 anticipated delay is attributable to a Force Majeure, the EPA
11 will extend the time for performance of the obligations under
12 this Consent Decree that are affected by the Force Majeure for
13 the time necessary to complete those obligations. An extension
14 of the time for performance of the obligations affected by the
15 Force Majeure will not, of itself, extend the time for
16 performance of any other obligation. If the EPA does not agree
17 that the delay or anticipated delay has been or will be caused by
18 a Force Majeure, the EPA will provide a written notification of
19 its decision to the Party or Parties asserting that a Force
20 Majeure event has occurred. If the EPA agrees that the delay is
21 attributable to a Force Majeure, the EPA will provide a written
22 notification to the relevant Party or Parties, including the
23 length of any extension the EPA will allow for performance of the
24 obligations affected by the Force Majeure.

25 C. Dispute Resolution for Force Majeure Claims. If
26 Greenfield or any Defendant elects to invoke the dispute
27 resolution procedures set forth in Section XXI (Dispute
28 Resolution, page 140), it, she, or he shall do so no later than

1 15 days after receipt of the EPA's notice under Paragraph XX.B.
2 In any such proceeding, the Party or Parties invoking the dispute
3 resolution procedures shall have the burden of demonstrating by a
4 preponderance of the evidence that the delay or anticipated delay
5 has been or will be caused by a Force Majeure event, that the
6 duration of the delay or the extension sought was or will be
7 warranted under the circumstances, that best efforts were
8 exercised to avoid and mitigate the effects of the delay, and
9 that he, she, or it complied with all of the requirements of this
10 Section XX. If the Party or Parties invoking dispute resolution
11 carries this burden, the delay at issue shall be deemed not to be
12 a violation by that Party or those Parties of the affected
13 obligation of this Consent Decree identified to the EPA and the
14 Court.

15

16 **XXI. DISPUTE RESOLUTION**

17 A. Dispute Resolution Procedures Generally. Unless
18 otherwise expressly provided for in this Consent Decree, the
19 dispute resolution procedures prescribed by this Section shall be
20 the exclusive mechanism to resolve disputes between Plaintiffs
21 and any other Parties arising under or with respect to this
22 Consent Decree. However, the procedures set forth in this
23 Section will not apply to actions by the United States to enforce
24 obligations of the Defendants or Greenfield that have not been
25 disputed in accordance with this Section, nor will they apply to
26 the provisions of Section XXVI (Successors in Property Interests,
27 page 178). These dispute resolution procedures may only be
28 invoked by a Party if, and only to the extent that, its dispute

1 with Plaintiffs affects that Party's obligations and
2 responsibilities under this Consent Decree.

3 B. Informal Dispute Resolution. Any dispute that arises
4 under or with respect to this Consent Decree shall in the first
5 instance be the subject of informal negotiations between the
6 parties to the dispute. The period for informal negotiations
7 cannot exceed 20 days from the time the dispute arises, unless it
8 is modified by written agreement of the parties to the dispute.
9 The dispute shall be considered to have arisen when one party
10 sends the other parties a written notice of dispute.

11 C. Formal Dispute Resolution. In the event that the
12 parties cannot resolve a dispute by informal negotiations under
13 Paragraph XXI.B, then the position advanced by the EPA shall be
14 considered binding unless, within 10 days after the conclusion of
15 the informal negotiation period, the party or parties to the
16 dispute other than the EPA (the "Disputing Party or Parties")
17 invoke(s) the formal dispute resolution procedures of this
18 Section by serving on the United States a written statement of
19 position on the matter in dispute, including, but not limited to,
20 any factual data, analyses or opinions supporting that position
21 and any supporting documentation relied upon by the Disputing
22 Party or Parties. The statement of position shall specify the
23 Disputing Party's or Parties' position as to whether formal
24 dispute resolution should proceed under Paragraph XXI.D (Formal
25 Dispute Resolution Subject to Administrative Record Review) or
26 Paragraph XXI.E (Formal Dispute Resolution Not Subject to
27 Administrative Record Review).

28 //

1 1. Within 14 days after receipt of the Disputing
2 Party's or Parties' Statement of Position, the EPA will serve on
3 the Disputing Party or Parties its Statement of Position,
4 including, but not limited to, any factual data, analyses, or
5 opinions supporting that position and all supporting
6 documentation relied upon by the EPA. The EPA's Statement of
7 Position shall include a statement as to whether formal dispute
8 resolution should proceed under Paragraph XXI.D (Formal Dispute
9 Resolution Subject to Administrative Record Review) or Paragraph
10 XXI.E (Formal Dispute Resolution Not Subject to Administrative
11 Record Review). The Disputing Party or Parties may submit a
12 Reply within 7 days after its or their receipt of the EPA's
13 statement of position.

14 2. If the EPA and the Disputing Party or Parties
15 disagree as to whether dispute resolution should proceed under
16 Paragraph XXI.D (Formal Dispute Resolution Subject to
17 Administrative Record Review) or Paragraph XXI.E (Formal Dispute
18 Resolution Not Subject to Administrative Record Review), the
19 dispute resolution shall proceed under the Paragraph selected by
20 the EPA. However, if the Disputing Party or Parties ultimately
21 appeal(s) to the Court to resolve the dispute, the Court shall
22 determine which of the two Paragraphs is applicable in accordance
23 with the standards of applicability set forth in those
24 Paragraphs.

25 D. Formal Dispute Resolution Subject to Administrative
26 Record Review. Formal dispute resolution for disputes pertaining
27 to the selection or adequacy of any response action and all other
28 disputes that are accorded review on the administrative record

1 | under applicable principles of administrative law shall be
2 | conducted pursuant to the procedures set forth in this Paragraph.
3 | For purposes of this Paragraph, the adequacy of any response
4 | action includes, without limitation: (i) the adequacy or
5 | appropriateness of plans, procedures to implement plans, or any
6 | other items requiring approval by the EPA under this Consent
7 | Decree; and (ii) the adequacy of the performance of response
8 | actions taken pursuant to this Consent Decree. Nothing in this
9 | Consent Decree shall be construed to allow any dispute by the
10 | Defendants or Greenfield regarding the validity of any provisions
11 | of the OII Site GCLC ROD nor the OII Site Final ROD.

12 | 1. The EPA shall maintain an administrative record of
13 | the dispute containing all statements of position, including
14 | supporting documentation, submitted pursuant to this Paragraph
15 | XXI.D. Where appropriate, the EPA may allow submission of
16 | supplemental statements of position by the parties to the
17 | dispute.

18 | 2. The Director of the EPA Region IX Superfund
19 | Division, or his or her successor, will issue a final
20 | administrative decision resolving the dispute based on the
21 | administrative record described in Paragraph XXI.D.1. This
22 | decision shall be binding upon the Disputing Party or Parties,
23 | subject only to the right to seek judicial review pursuant to
24 | Paragraph XXI.D.3 and XXI.D.4.

25 | 3. Any administrative decision made by the EPA
26 | pursuant to Paragraph XXI.D.2 shall be subject to review by this
27 | Court, provided that, within 10 days of receipt of the EPA's
28 | decision, the Disputing Party or Parties file(s) a motion for

1 | judicial review of the decision with the Court and serve(s) the
2 | motion on all Parties. The motion shall include a description of
3 | the matter in dispute, the efforts made by the parties to resolve
4 | it, the relief requested and the schedule, if any, within which
5 | the dispute must be resolved to ensure orderly implementation of
6 | this Consent Decree. The United States may file a response to
7 | any motion filed by the Disputing Party or Parties.

8 | 4. In proceedings on any dispute governed by this
9 | Paragraph, the Disputing Party or Parties shall have the burden
10 | of demonstrating that the EPA's decision is arbitrary and
11 | capricious or otherwise not in accordance with law. Judicial
12 | review of the EPA's decision shall be on the administrative
13 | record compiled pursuant to Paragraph XXI.D.1.

14 | E. Formal Dispute Resolution Not Subject to Administrative
15 | Record Review. Formal dispute resolution for disputes that
16 | neither pertain to the selection or adequacy of any response
17 | action nor are otherwise accorded review on the administrative
18 | record under applicable principles of administrative law, shall
19 | be governed by this Paragraph.

20 | 1. The Director of the EPA Region IX Superfund
21 | Division, or his or her successor, will issue a final decision
22 | resolving the dispute following receipt of the Statement of
23 | Position submitted by the Disputing Party or Parties pursuant to
24 | Paragraph XXI.C. This shall be binding on the Disputing Party or
25 | Parties subject only to the right to seek judicial review
26 | pursuant to Paragraph XXI.E.2, excepting disputes regarding
27 | provisions in which this Consent Decree expressly excludes
28 | judicial review of the EPA's final decision.

00151

1 2. Any administrative decision made by the EPA
2 pursuant to Paragraph XXI.E.1 shall be subject to review by this
3 Court, provided that, within 10 days of receipt of the EPA's
4 decision, the Disputing Party or Parties file(s) a motion for
5 judicial review of the decision with the Court and serve(s) the
6 motion on all Parties, and provided that the dispute does not
7 relate to provisions in which this Consent Decree expressly
8 excludes judicial review of the EPA's final decision. The motion
9 shall include a description of the matter in dispute, the efforts
10 made by the parties to resolve it, the relief requested and the
11 schedule, if any, within which the dispute must be resolved to
12 ensure orderly implementation of this Consent Decree. The United
13 States may file a response to any motion filed by the Disputing
14 Party or Parties.

15 3. Notwithstanding Paragraph III.A.2 of this Consent
16 Decree, judicial review of any dispute governed by this Paragraph
17 XXI.E shall be governed by applicable principles of law.

18 F. Obligations Not Directly in Dispute Unaffected. The
19 invocation of formal dispute resolution procedures under this
20 Section XXI will not extend, postpone or affect in any way any
21 obligation of any Defendant or of Greenfield under this Consent
22 Decree that is not directly in dispute, unless the EPA or the
23 Court agrees otherwise. Stipulated penalties with respect to the
24 disputed matter shall continue to accrue but payment shall be
25 stayed pending resolution of the dispute as provided in Paragraph
26 XXII.K (Stipulated Penalties During Dispute Resolution Periods,
27 page 152). Notwithstanding the stay of payment, stipulated
28 penalties shall accrue from the first day of noncompliance with

1 any applicable provision of this Consent Decree. In the event
2 that the Disputing Party or Parties do(es) not prevail on the
3 disputed issue, stipulated penalties shall be assessed and paid
4 as provided in Section XXII (Stipulated Penalties).

5
6 **XXII. STIPULATED PENALTIES**

7 A. Stipulated Penalties Generally. The Defendants and
8 Greenfield shall each be liable for their own stipulated
9 penalties to the United States, in the amounts set forth in
10 Paragraphs XXII.C through XXII.E, for their own failures to
11 comply with the requirements of this Consent Decree specified
12 below, unless excused under Section XX (Force Majeure, page 137).
13 "Compliance" by Greenfield or any Defendant shall include
14 completion of the activities required of him, her or it under
15 this Consent Decree or any work plan or other plan affecting his,
16 her or its requirements under this Consent Decree approved under
17 this Consent Decree identified below in accordance with all
18 applicable requirements of law, this Consent Decree, the SOW and
19 any plans or other documents approved by the EPA pursuant to this
20 Consent Decree and within the specified time schedules
21 established by and approved under this Consent Decree.

22 B. Stipulated Penalties for Late Payments. The stipulated
23 penalty for any late payment or payment of less than the full
24 amounts due under Paragraph X.A (Payments by the Owner/Operator
25 Group for the OII Site, page 39), Paragraph XI.A (Development
26 Parcel Payment, page 48), Paragraph XIV.A (Payment by the City of
27 Monterey Park, page 81), Section XV (Commitments by SCE, page
28 84), Paragraph XVII.N (Reimbursement of Future Response Costs,

1 page 115), or Section XIX (Joint Commitment by the Generator
2 Group and the Owner/Operator Group, page 136), shall be \$25,000
3 per day.

4 C. Tier I Stipulated Penalties. The stipulated penalties
5 prescribed in Paragraph XXII.C.1 shall accrue per violation per
6 day for any noncompliance identified in Paragraph XXII.C.2:

7 1. Penalty Amounts:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$5,000	1st through 14th day
\$10,000	15th through 30th day
\$20,000	31st day and beyond

12 2. Noncompliance Events. The failure to timely meet
13 the following compliance milestones shall constitute the
14 noncompliance events for purposes of this Paragraph XXII.C:

15 a. Completion of the conveyances of property
16 required by Paragraph X.B.

17 b. Completion of the recordation of the access
18 and restrictive easements required by Paragraph XVIII.A.2.

19 c. Submission of an OSN O&M Work Plan meeting
20 the requirements of Paragraph XII.B.

21 d. Submission of an OSN RA Work Plan meeting the
22 requirements of Paragraph XI.C.1.

23 e. Submission of a RP Security Work Plan meeting
24 the requirements of Paragraph XII.D.

25 f. Commencement or completion of the OSN RA
26 Work, the OSN O&M Work, or the RP Security Work in compliance
27 with dates for commencement and completion of that work in the

28 //

1 schedule approved for that work by the EPA pursuant to Paragraph
2 XVII.E (EPA Approval of Plans and Other Submissions, page 100).

3 g. Failure to provide access to property as
4 required by this Consent Decree.

5 D. Tier II Stipulated Penalties. The stipulated penalties
6 prescribed in Paragraph XXII.D.1 shall accrue per violation per
7 day for any noncompliance identified in Paragraph XXII.D.2.

8 1. Penalty Amounts:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$2,750	1st through 14th day
\$7,500	15th through 30th day
\$12,500	31st day and beyond

13 2. Noncompliance Events. The following violations
14 shall constitute the noncompliance events for purposes of this
15 Paragraph XXII.D:

16 a. Failure to submit timely or adequate reports,
17 notices, or any other written documents required by this Consent
18 Decree other than those specified in Paragraph XXII.C.2.

19 b. Failure to meet any scheduled dates for the
20 implementation of the OSN RA Work, the OSN O&M Work, or the RP
21 Security Work, in compliance with the schedule approved for that
22 work by the EPA pursuant to Paragraph XVII.E (EPA Approval of
23 Plans and Other Submissions, page 100) (excluding the failure to
24 meet the scheduled date for initiating that work as well as the
25 failure to meet the scheduled date for completion of that work).

26 c. Failure to provide access to and to retain
27 documents as required by this Consent Decree.

28 //

1 E. Stipulated Penalties for Assumption of Work. In the
2 event that the EPA assumes performance of a portion or all of the
3 work required under this Consent Decree pursuant to Paragraph
4 XVII.L (Work Takeover, page 112), the following stipulated
5 penalties shall apply:

6 1. For the OSN RA Work, Greenfield shall be liable
7 for a stipulated penalty in the amount of \$6,000,000.

8 2. For the OSN O&M Work, the Generator Group shall be
9 liable for a stipulated penalty in the amount of \$100,000 per
10 annum for the period of time that the EPA performs that work.

11 3. For the RP Security Work, the Generator Group
12 shall be liable for a stipulated penalty in the amount of
13 \$100,000 per annum for the period of time that the EPA performs
14 that work.

15 4. For the Interpretive Center Staffing Work, the
16 Defendant(s) responsible for that work shall be liable for a
17 stipulated penalty in the amount of \$75,000 per annum for the
18 period of time that the EPA performs that work.

19 F. Tier III Stipulated Penalties. The following
20 stipulated penalty amounts shall apply to any violation of this
21 Consent Decree that is not expressly addressed in Paragraphs
22 XXII.B, XXII.C, XXII.D or XXII.E:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$2,500	1st through 14th day
\$5,000	15th through 30th day
\$10,000	31st day and beyond

27 G. Accrual of Stipulated Penalties. All penalties shall
28 begin to accrue on the day after the complete performance is due

1 or the day a violation occurs and shall continue to accrue
2 through the final day of the correction of the noncompliance or
3 completion of the activity. However, stipulated penalties will
4 not accrue: (i) with respect to a deficient Required Submission
5 under Paragraph XVII.E (EPA Approval of Plans and Other
6 Submissions, page 100), during the period, if any, beginning on
7 the 31st day after the EPA's receipt of that Required Submission
8 until the date that the EPA notifies the Party responsible for
9 the Required Submission of any deficiency; (ii) with respect to a
10 decision by the Director of the EPA Region IX Superfund Division
11 or his or her successor, under Paragraph XXI.D.2 or XXI.E.1
12 (relating to Dispute Resolution, pages 143 & 144), during the
13 period, if any, beginning on the 21st day after the date that the
14 Defendant's or Greenfield's reply to the EPA's Statement of
15 Position is received until the date that the Director issues a
16 final decision regarding the dispute; or (iii) with respect to
17 judicial review by this Court of any dispute under Section XXI
18 (Dispute Resolution, page 140), during the period, if any,
19 beginning on the 31st day after the Court's receipt of the final
20 submission regarding the dispute until the date when this Court
21 issues a final decision regarding the dispute, or, if an appeal
22 is filed, the date that a final appellate decision has been
23 rendered. Nothing herein shall prevent the simultaneous accrual
24 of separate penalties for separate violations of this Consent
25 Decree.

26 H. Written Notifications. Following the EPA's
27 determination that any Defendant or Greenfield failed to comply
28 with a requirement of this Consent Decree, the EPA may give that

1 Defendant or Greenfield written notification of the same and
2 describe the noncompliance. The EPA may send that Defendant or
3 Greenfield a written demand for the payment of the penalties.
4 However, penalties shall accrue as provided in the preceding
5 Paragraph regardless of whether the EPA has provided any notice
6 of the violation.

7 I. Penalties Due & Payable. All penalties accruing under
8 this Section shall be due and payable to the United States within
9 30 days of the Defendant's or Greenfield's receipt from the EPA
10 of a demand for payment of the penalties, unless the Defendant or
11 Greenfield invokes the dispute resolution procedures set forth in
12 Section XXI (Dispute Resolution, page 140). All payments to the
13 United States under this Section shall be paid by certified or
14 cashier's check(s) made payable to "EPA Hazardous Substances
15 Superfund," and shall reference the "Operating Industries, Inc.
16 Superfund Site," SSID No. 0958. The certified or cashier's
17 check(s) shall be sent to:

18 U.S. Environmental Protection Agency, Region IX
19 ATTENTION: Superfund Accounting
20 P. O. Box 360863M
Pittsburgh, PA 15251

21 A copy of the check and the letter forwarding the check, includ-
22 ing identification of this Consent Decree and a brief description
23 of the triggering event, shall be submitted to the EPA and the
24 Department of Justice.

25 J. Payment Does Not Alter Obligations. The payment of
26 penalties will not alter in any way any obligation of any
27 Defendant or of Greenfield to complete the performance of any

28 //

1 work or other obligation required of that Defendant or of
2 Greenfield under this Consent Decree.

3 K. Stipulated Penalties During Dispute Resolution Periods.

4 Penalties shall continue to accrue as provided in Paragraph
5 XXII.G during any dispute resolution period, but need not be paid
6 until the following:

7 1. If the dispute is resolved by agreement or by a
8 decision of the EPA that is not appealed to this Court, accrued
9 penalties determined to be owing shall be paid to the EPA within
10 15 days of the agreement or the receipt of the EPA's decision or
11 order;

12 2. If the dispute is appealed to this Court and the
13 United States prevails in whole or in part, the Party or Parties
14 responsible for the stipulated penalties shall pay all accrued
15 penalties determined by this Court to be owed to the EPA within
16 60 days of receipt of this Court's decision or order, except as
17 provided in Paragraph XXII.K.3 below;

18 3. If the District Court's decision is appealed by
19 any Party, the Party or Parties allegedly responsible for the
20 stipulated penalties shall pay all accrued penalties determined
21 by the District Court to be owing to the United States into an
22 interest-bearing escrow account within 60 days of receipt of the
23 District Court's decision or order. The Party or Parties
24 allegedly responsible for the stipulated penalties shall continue
25 to pay the penalties into this account as they accrue, at least
26 every 60 days. Within 15 days of receipt of the final appellate
27 court decision, the escrow agent shall pay the balance of the
28 account to the EPA or to the Party or Parties who paid the

1 penalties into the escrow account, to the extent that they
2 prevail.

3 L. Failure to Pay Stipulated Penalties. If any Party
4 fails to pay stipulated penalties when due, the United States may
5 institute proceedings to collect the penalties, as well as
6 Interest. Any party who fails to pay stipulated penalties when
7 due shall pay Interest on the unpaid balance, which shall begin
8 to accrue on the date of demand made pursuant to Paragraph
9 XXII.I.

10 M. Other Authorities Not Affected. Nothing in this
11 Consent Decree shall be construed as prohibiting, altering, or in
12 any way limiting the ability of the United States to seek any
13 other remedies or sanctions available by virtue of any violation
14 by any Defendant or by Greenfield of this Consent Decree or of
15 the statutes and regulations upon which it is based, including,
16 but not limited to, penalties pursuant to Section 122(1) of
17 CERCLA, 42 U.S.C. § 9622(1). The United States shall not seek
18 civil penalties pursuant to Section 122(1) of CERCLA for any
19 violation for which a stipulated penalty is provided herein,
20 except in the case of a willful violation of the Consent Decree.

21 N. Authority to Waive Stipulated Penalties.
22 Notwithstanding any other provision of this Section, the United
23 States may, in its unreviewable discretion, waive any portion of
24 stipulated penalties that have accrued pursuant to this Consent
25 Decree.

26 //

27 //

28

1 XXIII. COVENANTS NOT TO SUE BY PLAINTIFFS

2 A. Covenants Not to Sue the City of Monterey Park. In
3 consideration of the actions that will be performed and the
4 payment that will be made by the City of Monterey Park under the
5 terms of this Consent Decree, and except as specifically provided
6 in Paragraph XXIII.K of this Section, the United States covenants
7 not to sue or to take administrative action against the City of
8 Monterey Park for the Matters Addressed. These covenants not to
9 sue shall take effect upon the receipt of the payment required by
10 Paragraph XIV.A (Payment by the City of Monterey Park, page 81).
11 These covenants not to sue are conditioned upon the satisfactory
12 performance by the City of Monterey Park of its obligations under
13 this Consent Decree. These covenants not to sue extend only to
14 the City of Monterey Park and do not extend to any other person.

15 B. Covenants Not to Sue the Generator Group. In
16 consideration of the actions that will be performed by the
17 Generator Group under the terms of this Consent Decree, and
18 except as specifically provided in Paragraphs XXIII.H, XXIII.I,
19 XXIII.K and XXIII.L of this Section, the United States covenants
20 not to sue or to take administrative action against any member of
21 the Generator Group for the Matters Addressed. The covenants
22 provided by this Paragraph XXIII.B do not affect any other
23 liability that any member of the Generator Group may have with
24 respect to the OII Site, nor any liability for the Casmalia
25 Disposal Site other than that solely attributable to the OII-
26 Casmalia Wastes. Except with respect to future liability for
27 Matters Addressed regarding the OII Site, these covenants not to
28 sue shall take effect upon receipt of the payment required by

1 Section XIX (Joint Commitment by the Generator Group and the
2 Owner/Operator Group, page 136). With respect to future
3 liability for the Matters Addressed regarding the OII Site, these
4 covenants not to sue shall take effect upon: (i) for the
5 OSN O&M Work, the EPA's issuance of the OSN O&M Certification of
6 Completion pursuant to Paragraph XII.C (OSN O&M Certification of
7 Completion, page 73); (ii) for the RP Security Work, the sooner
8 of the EPA's issuance of the OII Site Final Certification of
9 Completion or the EPA's determination that an earlier termination
10 of that work is appropriate as provided in Paragraph XII.D (RP
11 Security Work, page 76); and (iii) for establishing, maintaining,
12 or being responsible for the OII Site Trusts, upon the final
13 distribution of all real and personal property within the
14 possession of the OII Site Trusts in accordance with the
15 requirements of this Consent Decree. Notwithstanding the above,
16 these covenants not to sue shall take effect with respect to any
17 members of the Generator Group whose liability for the OII Site
18 is resolved by the Final Remedy Consent Decree pursuant to
19 CERCLA § 122(g)(4), 42 U.S.C. § 9622(g)(4), upon the effective
20 date of the Final Remedy Consent Decree. These covenants not to
21 sue are conditioned upon the satisfactory performance by the
22 members of the Generator Group of their obligations under this
23 Consent Decree. These covenants not to sue extend only to the
24 members of the Generator Group and do not extend to any other
25 person.

26 C. Covenants Not to Sue Greenfield. In consideration of the
27 actions that will be performed and the payments that will be made
28 by Greenfield under the terms of this Consent Decree, and except

1 as specifically provided in Paragraph XXIII.K of this Section,
2 the United States covenants not to sue or to take administrative
3 action against Greenfield for the Matters Addressed. These
4 covenants not to sue shall take effect with respect to Existing
5 Contamination at the OII Site upon receipt of the payment
6 required by Paragraph XI.A (Development Parcel Payment, page 48).
7 These covenants not to sue shall otherwise take effect upon the
8 EPA's issuance of the OSN RA Certification of Completion pursuant
9 to Paragraph XI.C.4 (OSN RA Certification of Completion, page
10 54). The EPA also covenants to undertake to remove the lien
11 placed under CERCLA Section 107(1), 42 U.S.C. § 9607(1), with
12 respect to the Development Parcel upon receipt of the payment
13 required by Paragraph XI.A (Development Parcel Payment, page 48).
14 These covenants not to sue extend only to Greenfield and do not
15 extend to any other person, except as provided in Section XXVI
16 (Successors in Property Interests, page 178).

17 D. Covenants Not to Sue Goodwill. In consideration of the
18 actions that will be performed by Goodwill under the terms of
19 this Consent Decree, and except as specifically provided in
20 Paragraph XXIII.K of this Section, the United States covenants
21 not to sue or to take administrative action against Goodwill for
22 the Matters Addressed. These covenants not to sue shall take
23 effect upon the EPA's issuance of a written approval of the
24 Close-Out Report required of Goodwill under Section 5.2 of the
25 SOW. These covenants not to sue are conditioned upon the
26 satisfactory performance by Goodwill of its obligations under
27 this Consent Decree. These covenants not to sue extend only to
28 Goodwill and do not extend to any other person.

1 E. Covenants Not to Sue the OII Site Trusts & Trustees. In
2 consideration of the actions that will be performed by the OII
3 Site Trusts under the terms of this Consent Decree, and except as
4 specifically provided in Paragraph XXIII.K of this Section, the
5 United States covenants not to sue or to take administrative
6 action against the OII Site Trusts or their Trustees for the
7 Matters Addressed. These covenants not to sue shall take effect
8 upon the effective date of this Consent Decree. These covenants
9 shall have no effect with respect to any liability any Trustee
10 for any OII Site Trust may have with respect to the OII Site
11 other than that solely due to his, her or its status as a Trustee
12 for one or both of the OII Site Trusts. These covenants not to
13 sue extend only to the OII Site Trusts and their Trustees and do
14 not extend to any other person, except as provided in Section
15 XXVI (Successors in Property Interests, page 178). The EPA also
16 covenants to undertake to remove the lien placed under CERCLA
17 Section 107(1), 42 U.S.C. § 9607(1), with respect to the
18 Remediation Parcel and the South Parcel, upon the Owner/Operator
19 Group's conveyance of those properties pursuant to Paragraphs
20 X.B.4 & X.B.5 (Conveyance of the Remediation Parcel & Conveyance
21 of the South Parcel, respectively, page 42).

22 F. Covenants Not to Sue the Owner/Operator Group. In
23 consideration of the actions that will be performed, the transfer
24 of the total value of the OII Property, and the payments that
25 will be made by the Owner/Operator Group under the terms of this
26 Consent Decree, and except as specifically provided in Paragraphs
27 XXIII.H, XXIII.I, XXIII.K and XXIII.L of this Section, the United
28 States covenants not to sue or to take administrative action

1 against any member of the Owner/Operator Group for the Matters
2 Addressed. These covenants do not affect any other liability
3 that any member of the Owner/Operator Group may have for the
4 Casmalia Disposal Site other than that solely attributable to the
5 OII-Casmalia Wastes. These covenants not to sue shall take
6 effect with respect to Existing Contamination at the OII Site and
7 to liability for the OII-Casmalia Wastes disposed of at the
8 Casmalia Disposal Site upon the later of the following events:
9 (i) receipt of the payment required by Paragraph X.A (Payments by
10 the Owner/Operator Group for the OII Site, page 39) (excluding the
11 payments required by Paragraph X.A.2 (Funds Received From
12 Conveyance of Development Parcel, page 39)); (ii) receipt of the
13 payment required by Section XIX (Joint Commitment by the
14 Generator Group and the Owner/Operator Group, page 136); or (iii)
15 completion of the requirements for conveyances required by
16 Paragraphs X.B.4 & X.B.5 (Conveyance of the Remediation Parcel &
17 Conveyance of the South Parcel, respectively, page 42). These
18 covenants not to sue shall otherwise take effect upon the later
19 of the following events: (i) receipt of the payment required by
20 Paragraph X.A.2 (Funds Received From Conveyance of Development
21 Parcel, page 39); or (ii) completion of the requirements for
22 conveyance required by Paragraphs X.B.4 & X.B.5 (Conveyance of
23 the Remediation Parcel & Conveyance of the South Parcel,
24 respectively, page 42). These covenants not to sue are
25 conditioned upon the satisfactory performance by the
26 Owner/Operator Group of its obligations under this Consent
27 Decree. These covenants not to sue extend to the members of the
28 Owner/Operator Group and, solely with respect to any assets that

1 they receive from the Estate of Tim M. Agajanian, the
2 beneficiaries of that estate, and do not extend to any other
3 person.

4 G. Covenants Not to Sue SCE. In consideration of the
5 actions that will be performed and the payment that will be made
6 by SCE under the terms of this Consent Decree, and except as
7 specifically provided in Paragraphs XXIII.H, XXIII.I and XXIII.K
8 of this Section, the United States covenants not to sue or to
9 take administrative action against SCE for the Matters Addressed.
10 The covenants provided in this Paragraph XXIII.G shall have no
11 effect with respect to any other liability SCE may have with
12 respect to the OII Site other than that solely due to its status
13 as an owner or operator of the OII Site. These covenants not to
14 sue shall take effect upon the receipt of the payment required by
15 Section XV (Commitments by SCE, page 84). These covenants not to
16 sue are conditioned upon the satisfactory performance by SCE of
17 its obligations under this Consent Decree. These covenants not
18 to sue extend only to SCE and do not extend to any other person,
19 except as provided in Section XXVI (Successors in Property
20 Interests, page 178).

21 H. United States' pre-certification reservations.

22 Notwithstanding any other provision of this Consent
23 Decree, the United States reserves, and this Consent Decree is
24 without prejudice to, the right to institute proceedings in this
25 action or in a new action, or to issue an administrative order
26 seeking to compel:

27 1. The Owner/Operator Group, the Generator Group, or
28 SCE to: (a) perform further response actions relating to the OII

1 Site or (b) reimburse the United States for additional costs of
2 response related to the OII Site if, prior to issuance of the OII
3 Site Final Certification of Completion:

4 (i) conditions at the OII Site, previously unknown to
5 the EPA, are discovered, or

6 (ii) information, previously unknown to the EPA, is
7 received, in whole or in part

8 and these previously unknown conditions or this information,
9 together with any other relevant information, indicate(s) that
10 the OII Site Final Remedy is not protective of human health or
11 the environment; and

12 2. The Owner/Operator Group to: (a) perform further
13 response actions relating to the Casmalia Disposal Site or (b)
14 reimburse the United States for additional costs of response if,
15 prior to issuance of the Casmalia Disposal Site Certification of
16 Completion:

17 (i) conditions at the Casmalia Disposal Site,
18 previously unknown to the EPA, are discovered, or

19 (ii) information, previously unknown to the EPA, is
20 received, in whole or in part

21 and these previously unknown conditions or this information,
22 together with any other relevant information, indicate(s) that
23 the remedy selected for the Casmalia Disposal Site is not
24 protective of human health or the environment.

25 I. United States' post-certification reservations.

26 Notwithstanding any other provision of this Consent Decree, the
27 United States reserves, and this Consent Decree is without
28 prejudice to, the right to institute proceedings in this action

1 or in a new action, or to issue an administrative order seeking
2 to compel:

3 1. The Owner/Operator Group, the Generator Group, or
4 SCE to: (a) perform further response actions relating to the OII
5 Site or (b) reimburse the United States for additional costs of
6 response related to the OII Site if, subsequent to issuance of
7 the OII Site Final Certification of Completion:

8 (i) conditions at the OII Site, previously unknown to
9 the EPA, are discovered, or

10 (ii) information, previously unknown to the EPA, is
11 received, in whole or in part,

12 and these previously unknown conditions or this information,
13 together with other relevant information, indicate(s) that the
14 OII Site Final Remedy is not protective of human health or the
15 environment; and

16 2. The Owner/Operator Group to: (a) perform further
17 response actions relating to the Casmalia Disposal Site or (b)
18 reimburse the United States for additional costs of response if,
19 subsequent to issuance of the Casmalia Disposal Site
20 Certification of Completion:

21 (i) conditions at the Casmalia Disposal Site,
22 previously unknown to the EPA, are discovered, or

23 (ii) information, previously unknown to the EPA, is
24 received, in whole or in part,

25 and these previously unknown conditions or this information,
26 together with other relevant information, indicate(s) that the
27 remedy selected for the Casmalia Disposal Site is not protective
28 of human health or the environment.

1 J. Information & Conditions Known.

2 1. For purposes of Paragraph XXIII.H, the information
3 and the conditions known to the EPA shall include only that
4 information and those conditions known to the EPA:

5 a. with respect to the OII Site, as of the date
6 that the EPA executes its signature page for this Consent Decree
7 and as set forth in:

- 8 (1) the OII Site GCLC ROD;
9 (2) the OII Site Final ROD for the OII Site;
10 (3) the administrative record supporting the
11 OII Site GCLC ROD;
12 (4) the administrative record supporting the
13 OII Site Final ROD; and/or
14 (5) in the OII Site administrative record
15 file as of the date of the EPA's signature page for this Consent
16 Decree; and

17 b. with respect to the Casmalia Disposal Site, as
18 of the date the ROD is signed for the Casmalia Disposal Site and
19 the administrative record supporting the ROD for the Casmalia
20 Disposal Site.

21 2. For purposes of Paragraph XXIII.I, the information
22 and the conditions known to the EPA shall include only that
23 information and those conditions known to the EPA:

24 a. with respect to the OII Site, as of the date
25 of the OII Site Final Certification of Completion and as set
26 forth in:

- 27 (1) the OII Site GCLC ROD and/or the OII
28 Site Final ROD;

1 (2) the administrative record supporting the
2 OII Site GCLC ROD and/or OII Site Final ROD;

3 (3) the post-ROD administrative record; or
4 (4) in any information received by the EPA
5 pursuant to the requirements of any Consent Decree or
6 administrative order for the OII Site prior to issuance of the
7 OII Site Final Certification of Completion; and

8 b. with respect to the Casmalia Disposal Site, as
9 of the date of the certification of completion for the remedial
10 action selected in the ROD for the Casmalia Disposal Site, the
11 administrative record supporting the ROD for the Casmalia
12 Disposal Site, the post-ROD administrative record and/or in any
13 information received by the EPA pursuant to the requirements of
14 any Consent Decree or administrative order for the Casmalia
15 Disposal Site prior to the issuance of the certification of
16 completion for the remedial action selected in the ROD for the
17 Casmalia Disposal Site.

18 K. General reservations of rights. The covenants not to
19 sue set forth above do not pertain to any matters other than
20 those that the covenants not to sue expressly specify. The State
21 of California, the State Accounts and the Attorney General of
22 California pursuant his authority under California Government
23 Code §§ 12600-12612 (collectively the "State Covenant Providers")
24 and the United States reserve, and this Consent Decree is without
25 prejudice to, all rights against Defendants and Greenfield with
26 respect to all other matters, including, but not limited to, the
27 following:

28 //

1 1. Claims based on a failure by Defendants or
2 Greenfield to meet a requirement of this Consent Decree;

3 2. Liability arising from the past, present, or
4 future disposal, release, or threat of release of Waste
5 Materials:

6 a. With respect to Greenfield, either: (i)
7 outside of the OII Site; (ii) at the OII Site and caused or
8 contributed to by Greenfield; (iii) at the OII Site but not
9 within the definition of Existing Contamination, or (iv)
10 resulting from any future exacerbation of any Existing
11 Contamination by Greenfield;

12 b. With respect to the Defendants, outside of
13 the OII Site, except for the OII-Casmalia Wastes disposed of at
14 the Casmalia Disposal Site.

15 3. Liability for future disposal of Waste Material at
16 the OII Site or the Casmalia Disposal Site, other than as
17 provided:

18 a. with respect to the OII Site, in either: (i)
19 the approved OSN RA Work Plan, the approved OSN O&M Work Plan, or
20 the approved Construction & Excavation Management Plan; (ii) the
21 OII Site GCLC ROD and/or the OII Site Final ROD; or (iii) solely
22 with respect to the Generator Group, as provided in a prior
23 consent decree for the OII Site;

24 b. with respect to the Casmalia Disposal Site,
25 the ROD for the Casmalia Disposal Site; or

26 c. with respect to either the OII Site or the
27 Casmalia Disposal Site, as otherwise ordered by the EPA;

28 //

1 4. Liability for damages for injury to, destruction
2 of, or loss of natural resources and for the costs of any natural
3 resource damage assessments;

4 5. Criminal liability; and

5 6. Liability for violations of federal or state law.

6 L. Additional reservation of rights with respect to the
7 Casmalia Disposal Site. The covenants not to sue set forth in
8 Paragraphs XXIII.B and XXIII.F do not pertain to any liability
9 that any of the members of the Generator Group or of the
10 Owner/Operator Group may have individually or collectively for
11 hazardous substances disposed of at the Casmalia Disposal Site
12 other than those hazardous substances initially disposed of at
13 the OII Site and subsequently redispensed of at the Casmalia
14 Disposal Site. The United States and the State of California
15 reserve, and this Consent Decree is without prejudice to, all
16 rights against the members of the Owner/Operator Group and the
17 Generator Group with respect to any liability they may have
18 individually or collectively for hazardous substances disposed of
19 at the Casmalia Disposal Site other than those hazardous
20 substances initially disposed of at the OII Site and subsequently
21 redispensed of at the Casmalia Disposal Site.

22 M. State Covenants Not to Sue. Except as provided in this
23 Section, and subject to Paragraph XXIII.K, the State Covenant
24 Providers agree to covenant as provided in Paragraph XXIII.M.1,
25 subject to the reservations of Paragraph XXIII.M.2:

26 1. Terms of Covenants.

27 a. Terms of Covenants for the City of Monterey
28 Park, Goodwill, the OII Site Trusts and their Trustees and the

1 Owner/Operator Group Regarding the OII Site. With respect to the
2 OII Site, the State Covenant Providers covenant not to sue or
3 take any administrative action against the City of Monterey Park,
4 Goodwill, the OII Site Trusts or their Trustees, or the members
5 of the Owner/Operator Group pursuant to Section 107 of CERCLA, 42
6 U.S.C. § 9607, the California Hazardous Substance Account Act,
7 California Health & Safety Code §§ 25300 et seq., or Government
8 Code §§ 12600-12612 for Matters Addressed. These covenants not
9 to sue shall take effect with respect to each Party required to
10 make payments under this Consent Decree upon the receipt of all
11 of the payments due from that Party, and with respect to all
12 other Parties upon the final entry of this Consent Decree. These
13 covenants not to sue are conditioned, with respect to each
14 individual Defendant, an each OII Site Trust and Trustee, upon
15 the complete and satisfactory performance of their respective
16 obligations under this Consent Decree. These covenants not to
17 sue extend only to Owner/Operator Group, Goodwill, the City of
18 Monterey Park, the OII Site Trusts, and the Trustees for the OII
19 Site Trusts, and do not extend to any other person, except as
20 provided in Section XXVI (Successors in Property Interests, page
21 178).

22 b. Terms of Covenants for Greenfield Regarding the
23 OII Site. With respect to the OII Site, the State Covenant
24 Providers covenant not to sue or take any administrative action
25 against Greenfield pursuant to Section 107 of CERCLA, 42 U.S.C.
26 § 9607, the California Hazardous Substance Account Act,
27 California Health & Safety Code §§ 25300 et seq. or Government
28 Code §§ 12600-12612 for Matters Addressed. These covenants not

1 to sue shall take effect with respect to Existing Contamination
2 at the OII Site upon receipt of the payment required by Paragraph
3 XI.A (Development Parcel Payment, page 48). These covenants not
4 to sue shall otherwise take effect upon the EPA's issuance of the
5 OSN RA Certification of Completion pursuant to Paragraph XI.C.4
6 (OSN RA Certification of Completion, page 54). These covenants
7 not to sue extend only to Greenfield and do not extend to any
8 other person, except as provided in Section XXVI (Successors in
9 Property Interests, page 178).

10 c. Terms of Covenants for SCE Regarding the OII
11 Site. With respect to the OII Site, the State Covenant Providers
12 covenant not to sue or take any administrative action against SCE
13 pursuant to Section 107(a)(1) or (a)(2) of CERCLA, 42 U.S.C.
14 § 9607(a)(1) or (a)(2), for Matters Addressed. This covenant not
15 to sue shall take effect upon the receipt of all of the payments
16 due from SCE. This covenant not to sue is conditioned upon the
17 complete and satisfactory performance of SCE's obligations under
18 this Consent Decree. This covenant not to sue extends only to
19 SCE and does not extend to any other person, except as provided
20 in Section XXVI (Successors in Property Interests, page 178).

21 d. Terms of Covenants for the Generator Group
22 Regarding the OII Site. With respect to the OII Site, the State
23 Covenant Providers covenant not to sue or take any administrative
24 action against the members of the Generator Group pursuant to
25 Section 107 of CERCLA, 42 U.S.C. § 9607, the California Hazardous
26 Substance Account Act, California Health & Safety Code §§ 25300
27 et seq. or Government Code §§ 12600-12612, for Matters Addressed.
28 These covenants not to sue shall take effect with respect to each

1 member of the Generator Group upon the final entry of this
2 Consent Decree. These covenants not to sue are conditioned, with
3 respect to each member of the Generator Group, upon the complete
4 and satisfactory performance of his, her or its respective
5 obligations under this Consent Decree. These covenants not to
6 sue extend only to members of the Generator Group and do not
7 extend to any other person.

8 e. Terms of Covenants Regarding Casmalia Disposal
9 Site. With respect to the Casmalia Disposal Site, the State
10 Covenant Providers covenant not to sue or take any administrative
11 action against the Defendants pursuant to Section 107 of CERCLA,
12 42 U.S.C. § 9607, the California Hazardous Substance Account Act,
13 California Health & Safety Code §§ 25300 et seq., or Government
14 Code §§ 12600-12612, for any liability for the OII-Casmalia
15 Wastes disposed of at the Casmalia Disposal Site. This covenant
16 does not affect any other liability that any Defendant may have
17 for the Casmalia Disposal Site other than that solely
18 attributable to the OII-Casmalia Wastes. This covenant not to
19 sue shall take effect with respect to each Party required to make
20 payments under this Consent Decree upon the receipt of all of the
21 payments due from that Party, and with respect to all other
22 Parties upon the final entry of this Consent Decree. This
23 covenant not to sue is conditioned, with respect to each
24 individual Defendant, upon the complete and satisfactory
25 performance of their respective obligations under this Consent
26 Decree. This covenant not to sue extends only to each Defendant
27 and does not extend to any other person, except as provided in
28 Section XXVI (Successors in Property Interests, page 178).

1 2. State Assertion of Reserved Rights.

2 Notwithstanding the provisions of Paragraph XXIII.M.1,
3 the State Covenant Providers reserves the following rights:

4 a. In the event that a State Covenant Provider is
5 designated the lead agency at the OII Site pursuant to a
6 cooperative agreement with EPA or pursuant to any provision of
7 Federal law, that State Covenant Provider may assert the rights
8 reserved by the United States in Paragraphs XXIII.H & XXIII.I.

9 b. In the event that the United States institutes
10 proceedings or an administrative action pursuant to its
11 reservation of rights in Paragraphs XXIII.H & XXIII.I, the State
12 Covenant Providers reserve the right to participate in those
13 proceedings to the extent allowed by law and to seek relief and
14 cost recovery subject to the conditions and limitations set forth
15 in Paragraphs XXIII.H, XXIII.I & XXIII.J.

16 N. Authority to Take Response Actions Reserved. Except as
17 provided in this Consent Decree, the United States and the State
18 Covenant Providers retain all authority and reserve all rights to
19 take any and all response actions authorized by law.

20
21 **XXIV. COVENANTS BY DEFENDANTS AND GREENFIELD**

22 A. Covenant Not to Sue the United States or the State.

23 Subject to the reservations in Paragraph XXIV.C.1, Greenfield and
24 all of the Defendants covenant not to sue and agree not to assert
25 any claims against the United States or the State of California
26 with respect to this Consent Decree; Greenfield and all of the
27 Defendants other than the members of the Generator Group hereby
28 covenant not to sue and agree not to assert any claims or causes

1 of action against the United States or the State of California
2 with respect to the OII Site or the Casmalia Disposal Site; and
3 the members of the Generator Group covenant not to sue and agree
4 not to assert any claims or causes of action against the United
5 States or the State of California that: (i) arise from or relate
6 to this Consent Decree or any work performed pursuant to this
7 Consent Decree, or (ii) arise from or relate to the OII-Casmalia
8 Wastes disposed of at the Casmalia Disposal Site.

9 1. With respect to Greenfield and all of the
10 Defendants other than the Generator Group, these covenants and
11 agreements not to sue include, but are not limited to:

12 a. any direct or indirect claims for
13 reimbursement from the Hazardous Substance Superfund (established
14 pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through
15 CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C.
16 §§ 9606(b)(2), 9607, 9611, 9612, 9613, or any other provision of
17 law;

18 b. any direct or indirect claims for
19 reimbursement from the State Accounts through Health & Safety
20 Code Section 25375 or any other provision of law for any Matters
21 Addressed;

22 c. any claims against the State of California or
23 the United States, including any department, agency or
24 instrumentality of the State of California or the United States,
25 under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607 or 9613,
26 related to the OII Site or to the Casmalia Disposal Site for any
27 Matters Addressed;

28 //

1 d. any claims arising out of response activities
2 at the OII Site or the Casmalia Disposal Site and relating in any
3 way to any Matters Addressed, including claims based on the EPA's
4 or the State of California's selection of response actions,
5 oversight of response activities or approval of plans for such
6 activities, or performance of such activities. Claims precluded
7 by this Paragraph XXIV.A.1.d include, without limitation, all of
8 the following: claims under the United States Constitution;
9 claims under any provisions of CERCLA and/or RCRA; claims under
10 the Tucker Act, 28 U.S.C. § 1491; and claims or causes of action
11 for interference with contracts, business relations and economic
12 advantage; and

13 e. any claims for costs, attorneys' fees, or
14 other expenses incurred in connection with this Consent Decree,
15 including claims under 29 U.S.C. § 2412 (including claims under
16 the Equal Access to Justice Act, as amended, 28 U.S.C. 2412(d)).

17 2. With respect to the Generator Group, these
18 covenants and agreements not to sue include, but are not limited
19 to, the following matters (to the extent that these matters
20 relate to Matters Addressed):

21 a. any direct or indirect claims for
22 reimbursement from the Hazardous Substance Superfund (established
23 pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through
24 CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C.
25 §§ 9606(b)(2), 9607, 9611, 9612, 9613, or any other provision of
26 law;
27 //
28 //

1 b. any direct or indirect claims for
2 reimbursement from the State Accounts through Health & Safety
3 Code Section 25375 or any other provision of law;

4 c. any claims against the State of California or
5 the United States, including any department, agency or
6 instrumentality of the State of California or the United States,
7 under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607 or 9613;

8 d. any claims arising out of response activities
9 at the OII Site or the Casmalia Disposal Site, including claims
10 based on the EPA's or the State of California's selection of
11 response actions, oversight of response activities or approval of
12 plans for such activities, or performance of such activities.

13 Claims precluded by this Paragraph XXIV.A.2.d include, without
14 limitation, all of the following: claims under the United States
15 Constitution; claims under any provisions of CERCLA and/or RCRA;
16 claims under the Tucker Act, 28 U.S.C. § 1491; and claims or
17 causes of action for interference with contracts, business
18 relations and economic advantage; and

19 e. any claims for costs, attorneys' fees, or
20 other expenses incurred in connection with this Consent Decree,
21 including claims under 29 U.S.C. § 2412 (including claims under
22 the Equal Access to Justice Act, as amended, 28 U.S.C. 2412(d)).

23 3. These covenants and agreements do not extend to
24 any claims or causes of action the members of the Generator Group
25 may have against any federal or state entity that has not
26 resolved its liability with respect to the OII Site or the
27 Casmalia Disposal Site.

28 //

1 B. Covenant Not to Sue De Micromis Parties. The Defendants
2 and Greenfield agree to waive all claims or causes of action that
3 they may have for all matters relating to the OII Site or the
4 Casmalia Disposal site, including for contribution, against any
5 person whose liability to the Defendants or Greenfield with
6 respect to the OII Site or the Casmalia Disposal Site is based
7 solely on CERCLA § 107(a)(3) or (4), and who either: (i) arranged
8 for the disposal, treatment, or transport for disposal or
9 treatment, or accepted for transport for disposal or treatment,
10 of only Municipal Solid Waste or Municipal Sewage Sludge owned by
11 such person and who is a Small Business, a Small Non-profit
12 Organization, or the Owner, Operator, or Lessee of Residential
13 Property; or (ii) arranged for the disposal, treatment, or
14 transport for disposal or treatment, or accepted for transport
15 for disposal or treatment, of a de micromis amount of hazardous
16 substances, as designated by the EPA for the OII Site as less
17 than 2100 gallons of materials containing hazardous substances,
18 and as the EPA may designate in the future for the Casmalia
19 Disposal Site, except where the EPA has determined that the
20 material contributed or could contribute significantly to the
21 costs of response at the site at which it was disposed.

22 C. Reservations for Negligent or Wrongful Acts.

23 1. With Respect to the United States. Each Defendant
24 and Greenfield reserves, and this Consent Decree is without
25 prejudice to, any claim she, he or it may have relating to the
26 OII Site or the Casmalia Disposal Site against the United States,
27 subject to the provisions of Chapter 171 of Title 28 of the
28 United States Code, for money damages for injury or loss of

00180

1 property or personal injury or death caused by the negligent or
2 wrongful act or omission of any employee of the United States
3 while acting within the scope of his or her office or employment
4 under circumstances where the United States, if a private person,
5 would be liable to the claimant in accordance with the law of the
6 place where the act or omission occurred. However, any such
7 claim cannot include a claim for any damages caused, in whole or
8 in part, by the act or omission of any person, including any
9 contractor, who is not a federal employee as that term is defined
10 in 28 U.S.C. § 2671; nor shall any such claim include a claim
11 based on the EPA's selection of response actions, nor the
12 oversight or approval of the Defendants' or Greenfield's plans or
13 activities. The foregoing applies only to claims that are
14 brought pursuant to any statute other than CERCLA and for which
15 the waiver of sovereign immunity is found in a statute other than
16 CERCLA.

17 2. With Respect to the State of California. Each
18 Defendant and Greenfield reserves, and this Consent Decree is
19 without prejudice to, any claim she, he or it may have relating
20 to the OII Site or the Casmalia Disposal Site against the State
21 of California, for money damages for injury or loss of property
22 or personal injury or death caused by the negligent or wrongful
23 act or omission of any employee of the State of California while
24 acting within the scope of his or her office or employment under
25 circumstances where the State of California, if a private person,
26 would be liable to the claimant in accordance with the law of the
27 place where the act or omission occurred. However, any such
28 claim cannot include a claim for any damages caused, in whole or

00181

1 in part, by the act or omission of any person, including any
2 contractor, who is not an employee of the State of California;
3 nor shall any such claim include a claim based on the State of
4 California's: (i) selection, review or approval of response
5 actions or (ii) oversight or approval of the Defendants' or
6 Greenfield's plans or activities. The reservations in this
7 paragraph apply only to claims that are brought pursuant to any
8 statute other than CERCLA or the Hazardous Substance Account Act,
9 Health and Safety Code Section 25300, et seq. Nothing herein
10 shall be construed to limit, impair, or prejudice any tort,
11 governmental or sovereign immunities available to the State of
12 California under applicable state or federal law, or pursuant to
13 the Constitution of the United States, with respect (i) to any
14 claim that may be asserted against the State or (ii) to any
15 response, oversight or other activities that the State of
16 California takes with respect to the OII Site or the Casmalia
17 Disposal Site.

18 D. Reservations Against Non-Complying Parties. Greenfield
19 and the Defendants reserve any and all rights to seek
20 contribution under any applicable provision of law from any or
21 all Parties, excluding the Plaintiffs, who fail to comply with
22 the requirements of this Consent Decree.

23 E. No Preauthorization of Claims. Nothing in this Consent
24 Decree shall be deemed to constitute preauthorization of a claim
25 within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or
26 40 C.F.R. § 300.700(d).

27 //

28 //

1 XXV. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

2 A. Rights of and with Respect to Non-Parties Generally.

3 Nothing in this Consent Decree shall be construed to create any
4 rights in, or grant any cause of action to, any person not a
5 Party to this Consent Decree. Nothing in this Section is
6 intended to nullify the benefits that may be provided to any
7 Successors in Interest pursuant to Section XXVI (Successors in
8 Property Interests, page 178). Except as otherwise provided
9 herein, each of the Parties expressly reserves any and all rights
10 (including, but not limited to, any right to contribution),
11 defenses, claims, demands and causes of action that each Party
12 may have with respect to any matter, transaction, or occurrence
13 relating in any way to the OII Site or the Casmalia Disposal Site
14 against any person not a Party hereto nor a Successor in Property
15 Interest hereunder.

16 B. Contribution Protection. The Parties agree, and by
17 entering this Consent Decree this Court finds, that the
18 Defendants and Greenfield are entitled, as of the effective date
19 of this Consent Decree, to protection from contribution actions
20 or claims by any person, as provided by CERCLA Section 113(f)(2),
21 42 U.S.C. § 9613(f)(2), and as provided under applicable state
22 law, for Matters Addressed.

23 C. Notification of Claims by Parties. Each of the
24 Defendants and Greenfield agree, with respect to any suit or
25 claim for contribution brought by him, her or it for matters
26 related to this Consent Decree, that he, she or it will notify
27 the United States and the State of California in writing no later
28 than 60 days prior to the initiation of such suit or claim.

1 D. Notification of Claims Against Parties. Each of the
2 Defendants and Greenfield also agree that with respect to any
3 suit or claim for contribution brought against him, her or it for
4 matters related to this Consent Decree, that he, she or it will
5 notify the United States and the State of California in writing
6 within 10 days of receiving service of the complaint. In
7 addition, each of the Defendants and Greenfield agree that he,
8 she or it shall notify the United States and the State of
9 California within 10 days of service or receipt of any motion for
10 summary judgment and within 10 days of receipt of any order from
11 a court setting a case for trial.

12 E. Subsequent Claims by Plaintiffs. In any subsequent
13 administrative or judicial proceeding initiated by the United
14 States or the State of California for injunctive relief, recovery
15 of response costs, or other appropriate relief relating to the
16 OII Site, neither Defendants nor Greenfield shall assert nor
17 maintain any defense or claim based upon the principles of
18 waiver, res judicata, collateral estoppel, issue preclusion,
19 claim-splitting, or other defenses based upon any contention that
20 the claims raised by the United States or the State of California
21 in the subsequent proceeding were or should have been brought in
22 the instant case; provided, however, that nothing in this
23 Paragraph affects the enforceability of the covenants not to sue
24 set forth in Section XXIII (Covenants Not to Sue by Plaintiffs,
25 page 154).

26 //

27 //

28

1 XXVI. SUCCESSORS IN PROPERTY INTERESTS

2 Greenfield, the OII Site Trusts and SCE may assign the
3 benefits, together with the obligations, specified in, in
4 accordance with and conditioned on the provisions of this
5 Section, to their respective successors in any property interest
6 in the OII Site Property or any portion thereof (referred to as
7 "Successors in Property Interests"). Successors in Property
8 Interest may include, but are not limited to, successors in fee
9 as well as lessees and sublessees, but exclude parties who hold
10 indicia of title solely to hold indicia of ownership primarily to
11 protect his, her or its security interest, who are addressed by
12 Paragraph XXVI.E. Any Successor in Property Interest may
13 thereafter assign those benefits and obligations that he, she or
14 it receives in accordance with and conditioned on the provisions
15 of this Section, to the same degree, in the same fashion and with
16 the same restrictions as apply to Greenfield or SCE under this
17 Section. No assignment under this Section XXVI can include the
18 assignment of any requirement to perform the OSN RA Work, the
19 OSN O&M Work, the Interpretive Center Staffing Work, or the RP
20 Security Work. No benefits or obligations under this Consent
21 Decree are assignable except as provided in this Section XXVI.

22 A. General Conditions for Successors in Property Interests
23 to Enjoy Benefits of this Consent Decree. Conditioned on the
24 provisions of Paragraphs XXVI.B, XXVI.C and XXVI.D, Greenfield,
25 the OII Site Trusts and SCE may assign the right to share in any
26 benefit they individually may receive from Section XXIII
27 (Covenants Not to Sue by Plaintiffs, page 154) and Section XXV
28 (Effect of Settlement; Contribution Protection, page 176) to any

1 of their respective Successors in Property Interest who certifies
2 in a written affidavit submitted to the EPA pursuant to Paragraph
3 XXVI.C that he, she or it accepts the assignments and otherwise
4 meets the requirements specified in Paragraph XXVI.A.1, and will
5 continue to comply with those requirements.

6 1. Requirements for Successors in Property Interest.

7 a. The Successor in Property Interest must not
8 have caused nor contributed to the release or threat of release
9 of any amount of the Existing Contamination at the OII Site, nor
10 otherwise qualify as a potentially responsible party under
11 Section 107 of CERCLA, 42 U.S.C. § 9607 prior to the Successor in
12 Property Interest's becoming a transferee of, or otherwise
13 becoming a successor to, any property interest in any OII Site
14 Property;

15 b. The Successor in Property Interest's use of any
16 OII Site Property or Proximate Access Property, including any
17 normal commercial use or possession of minimal quantities of
18 hazardous substances, must not result in a release or threat of
19 release of any hazardous substance that either: (i) is subject to
20 reporting requirements pursuant to Section 103(a) of CERCLA, 42
21 U.S.C. § 9603(a), or (ii) otherwise prompts a response action by
22 the EPA or the State of California;

23 c. The Successor in Property Interest's use of any
24 OII Site Property or Proximate Access Property must not cause or
25 contribute to the migration or release of any Existing
26 Contamination nor to any threat to human health or the
27 environment caused by any release or threat of release;

28 //

1 d. The Successor in Property Interest's use of any
2 OII Site Property or Proximate Access Property must not be of a
3 nature that would require the Successor in Property Interest to
4 apply for issuance of a permit by the EPA or the State of
5 California under RCRA or the California Hazardous Waste Control
6 Law;

7 e. The Successor in Property Interest must accept
8 the assignment of the obligation to comply with all of the
9 following provisions of this Consent Decree with respect to the
10 portion of the OII Site Property he, she or it owns, to the
11 maximum extent possible: Paragraph XVI.C.1 (Access to Property,
12 page 86); Paragraph XVI.C.2 (Access to and Retention of Records
13 and Information, page 88) (solely with respect to records and
14 information that refer or relate to: any past or potential future
15 release of hazardous substances, pollutants or contaminants at or
16 from the OII Site; the use or storage of hazardous substances at
17 the OII Site (other than minimal quantities associated with day-
18 to-day consumer retail sales and the day-to-day cleaning of
19 consumer retail stores); the past or present physical
20 characteristics or conditions of the OII Site; or compliance with
21 the terms of this Consent Decree); Paragraph XVIII.A (Real
22 Property within Possession or Control of Greenfield, the
23 Owner/Operator Group, the OII Site Trusts or SCE, page 125);
24 Paragraph XVIII.C (Governmental Controls, page 134) and Paragraph
25 XVIII.D (Due Care, page 134);

26 f. The Successor in Property Interest must agree
27 to pay the reasonable costs incurred by the EPA to review the
28 affidavit she, he or it submits pursuant to Paragraph XXVI.C and

1 any other documents, records or information related to the
2 assignation or transfer of the OII Site Property in question, if
3 the EPA issues a notification under Paragraph XXVI.C.2.b,
4 XXVI.C.2.c, or XXVI.D.1. If the Successor in Property Interest
5 qualifies as a "small business" as defined by 13 C.F.R. 121.201
6 pursuant to the Small Business Regulatory Enforcement and
7 Fairness Act of 1996, Public Law 104-121 ("SBREFA"), he, she or
8 it will not be required to comply with this Paragraph XXVI.A.1.f.

9 2. Disputes with Respect to this Section. The dispute
10 resolution mechanisms provided in this Section XXVI shall be the
11 sole dispute resolution mechanisms available to resolve any
12 disputes regarding the terms of this Section XXVI. The
13 provisions of Section XXI (Dispute Resolution, page 140) do not
14 apply to disputes under this Section XXVI, nor shall any dispute
15 regarding the provisions of this Section XXVI be subject to
16 judicial review.

17 B. Predecessor Required to Be in Compliance. Greenfield,
18 the OII Site Trusts and SCE may respectively utilize the
19 provisions of this Section to assign (and their assignees may
20 further assign) the benefits and obligations specified in this
21 Section, provided that: (i) the assignor has not received a
22 written notification from the EPA that it has failed to comply
23 with the requirements of this Consent Decree, or (ii) if the
24 assignor has received a written notification of a failure to
25 comply, the assignor thereafter either received a written
26 notification from the EPA that the failure(s) have been cured to
27 the EPA's satisfaction, or received a written notification from
28 the EPA that it will not object to the utilization of the

1 provisions of this Section, which EPA will not unreasonably
2 withhold providing that diligent work is underway to cure the
3 failure(s) to the EPA's satisfaction. Neither the failure of an
4 assignor to comply with this Consent Decree after the effective
5 date of an assignment, nor a determination after the effective
6 date of an assignment that the assignor had failed to comply with
7 this Consent Decree, shall invalidate or otherwise affect the
8 assignment.

9 C. Affidavit for Successors in Property Interests. Any
10 person seeking to receive the benefits provided under this
11 Section to Successors in Property Interest must submit an
12 affidavit to the EPA certifying that he, she or it meets and will
13 continue to comply with the requirements of Paragraphs XXVI.A.1.a
14 through XXVI.A.1.f.

15 1. Form & Submission of Affidavit. The affidavit must
16 be in the form attached to this Consent Decree as Appendix O,
17 entitled "Form of Affidavit for Successors in Property
18 Interests," or, for small businesses as defined by 13 C.F.R.
19 121.201 pursuant to SBREFA, in the form attached to this Consent
20 Decree as Appendix P, entitled "Form of Affidavit for Small
21 Business Successors in Property Interests." The affidavit must
22 be executed by a person fully authorized to make the
23 certifications in the affidavit and to legally bind the person
24 seeking to receive the benefits provided by this Section to
25 Successors in Property Interest, and must be submitted to the
26 EPA.

27 2. EPA Review of Affidavit. The benefits provided
28 under this Consent Decree to Successors in Interest may be

1 presumed to be in effect with regard to a person submitting an
2 affidavit pursuant to this Paragraph XXVI.C thirty days after the
3 EPA receives the affidavit, or at the time the person succeeds to
4 the property interest in question, whichever is later. This
5 presumption is subject to the provisions of Paragraph XXVI.D, and
6 applies only if the EPA has not issued a notification under
7 Paragraphs XXVI.C.2.a, XXVI.C.2.b or XXVI.C.2.c prior to the time
8 the presumption would otherwise take effect.

9 a. Incomplete Affidavit. Within thirty days after
10 the EPA receives an application that it believes, in its sole
11 discretion, is incomplete, the EPA may return the affidavit to
12 the person who submitted it and allow the person to resubmit a
13 revised affidavit. Parties may also submit revised affidavits on
14 their own initiative during this thirty day time period. Revised
15 affidavits shall be treated identically in all respects as
16 initial affidavits submitted pursuant to Paragraph XXVI.C.1,
17 including, but not limited to, review timelines (which shall
18 begin anew from the date that the revised affidavit is
19 submitted).

20 b. Additional Review. Within thirty days after
21 the EPA receives an affidavit submitted pursuant to Paragraph
22 XXVI.C, the EPA may issue a written notification to the person
23 who submitted the affidavit notifying him, her or it that, for
24 the reasons specified in the written notification, the EPA will
25 need an additional thirty days to review the affidavit. The
26 notification may also request additional information to allow the
27 EPA to complete its review, in which case the additional thirty
28 day review period shall commence upon the EPA's receipt of all of

1 the requested information. If the EPA issues a notification
2 pursuant to this Paragraph XXVI.C.2.b, the person who submitted
3 the affidavit may only benefit from this Consent Decree as a
4 Successor in Interest if the EPA issues an express written
5 notification to that effect to the person.

6 c. Failure to Qualify. The EPA may issue a
7 written notification to any person submitting an affidavit
8 pursuant to Paragraph XXVI.C, notifying the person of the EPA's
9 tentative determination that the person is not qualified for and
10 will not receive any benefit provided by this Consent Decree, if
11 the EPA has any reason to believe that: (i) the person has not or
12 will not meet the requirements of Paragraphs XXVI.A.1.a through
13 XXVI.A.1.f, or (ii) the person may otherwise cause an imminent
14 and substantial threat to human health or welfare or the
15 environment at or related to the OII Site. Within thirty days of
16 receiving the EPA's determination, the person may submit a
17 revised affidavit addressing the concerns raised by the EPA.
18 Within thirty days after receiving the revised affidavit, the EPA
19 may, for any reason stated in its tentative determination, and in
20 its sole and unreviewable discretion, determine that the person
21 does not qualify for any benefit provided by this Consent Decree.
22 If the EPA issues a determination, the person shall receive no
23 benefit from this Consent Decree, and the United States and the
24 State of California reserve all rights they may have against that
25 person.

26 D. Benefits Void for Material Misrepresentation or Fraud.

27 1. If the EPA comes to believe, at any time, that an
28 affidavit submitted pursuant to Paragraph XXVI.C or any other

1 document or information submitted to EPA or the State of
2 California related to the OII Site is not materially accurate or
3 complete or may otherwise be fraudulent, and that the person who
4 submitted the affidavit or other document or information would
5 not have received or have qualified for any benefits provided by
6 this Consent Decree if the affidavit, document, or other
7 information had been accurate, complete and not fraudulent, the
8 EPA may issue a written notice to that person notifying it, him
9 or her of the EPA's tentative determination that the person does
10 not qualify for any benefits under this Consent Decree due to its
11 failure to meet the requirements of Paragraphs XXVI.A.1.a through
12 XXVI.A.1.f, and providing the grounds for the EPA's belief.

13 2. Within thirty days of receipt of the EPA's
14 tentative determination under Paragraph XXVI.D.1, the receiving
15 person may invoke the review procedures set forth in Paragraph
16 XXVI.D.3 (Review of Decision to Revoke Benefits) by submitting
17 the written response required by that Paragraph. If that person
18 does not timely invoke those review procedures, the EPA may, in
19 its sole and unreviewable discretion, issue a determination that
20 the person did not meet the requirements of this Section, and
21 thereafter the benefits otherwise provided by this Consent Decree
22 to that person shall be of no effect, and all rights that the
23 United States may have against that person shall be reserved.

24 3. Review of Decision to Revoke Benefits.

25 a. Any person that receives a tentative
26 determination under Paragraph XXVI.C.2.c or XXVI.D.1, and
27 Greenfield if it receives a tentative determination under Section
28 IX (Certification by Greenfield, page 37), may invoke the

1 procedures provided in this Paragraph XXVI.D.3 within thirty days
2 of its, his or her receipt of the EPA's tentative determination
3 by submitting a full and complete explanation of any
4 discrepancies, including any missing information, to the EPA in
5 writing. If that person seeking the successor benefit (the "SB
6 Dispute Initiator") asks to meet and confer with the EPA in its
7 written submittal, the EPA will schedule a meeting to discuss the
8 tentative determination within thirty days of the Agency's
9 receipt of the written submittal.

10 b. If the EPA does not rescind the tentative
11 determination in writing within thirty days of receiving a
12 written submittal sent pursuant to Paragraph XXVI.D.3.a, the SB
13 Dispute Initiator may request that an alternative resolution
14 technique, including, but not limited to, mediation or fact-
15 finding, be utilized by the EPA and the SB Dispute Initiator to
16 facilitate discussions regarding the EPA's tentative
17 determination. The SB Dispute Initiator must make the request in
18 writing, and must submit the request to the EPA no later than
19 forty-five days after delivering the written submittal to the EPA
20 pursuant to Paragraph XXVI.D.3.a. Within 5 days of the EPA's
21 receipt of SB Dispute Initiator's request for alternative dispute
22 resolution (hereinafter "ADR"), the EPA will notify the SB
23 Dispute Initiator of whether EPA agrees to utilize the requested
24 ADR technique. The EPA's decision regarding participation in ADR
25 will not constitute an EPA action subject to dispute resolution
26 or a final agency action giving rise to judicial review. If the
27 EPA agrees with SB Dispute Initiator's request for use of ADR,

28 //

1 the SB Dispute Initiator and the EPA will follow the procedures
2 outlined below.

3 (1) The EPA and the SB Dispute Initiator
4 agree that they will share equitably the costs of ADR. However,
5 the EPA's ability to equitably share those fees and expenses will
6 be limited to the extent authorized by the Agency's budget and
7 other provisions of law, such as the Miscellaneous Receipts Act
8 and Anti-Deficiency Act. The EPA shall notify the SB Dispute
9 Initiator of the EPA's ability to share equitably the costs of
10 mediation within thirty days of receiving the SB Dispute
11 Initiator's written request to initiate ADR. This time period
12 may be extended by the EPA, if necessary to determine the
13 availability of EPA funds to share the costs of mediation. The
14 EPA's ability to share the costs of mediation will be determined
15 by the EPA in its sole discretion and will not be subject to
16 dispute resolution or final agency action subject to judicial
17 review. If the EPA notifies the SB Dispute Initiator that it can
18 equitably share the expenses of mediation then the EPA and the SB
19 Dispute Initiator shall continue to follow the procedures of this
20 Paragraph XXVI.D.3.b. If the EPA issues a written notice to the
21 SB Dispute Initiator that the EPA cannot equitably share the
22 costs of mediation, the SB Dispute Initiator will have sixty days
23 to either (i) agree to bear all of the costs of mediation that
24 exceed the amount that the EPA states in its written notification
25 that it can bear (which may be zero), in which case the EPA and
26 the SB Dispute Initiator shall continue to follow the procedures
27 of this Paragraph XXVI.D.3.b, or (ii) request the EPA to schedule
28 a date for an additional opportunity to meet and confer, in which

1 case the EPA and the SB Dispute Initiator shall follow the
2 procedures of Paragraph XXVI.D.3.c.(3).

3 (2) The EPA and the SB Dispute Initiator
4 agree to select an ADR professional(s) in accordance with the
5 following procedures:

6 (a) Upon receipt of the SB Dispute
7 Initiator's request for use of ADR, the EPA shall forward to the
8 SB Dispute Initiator a list of ADR professionals (the "ADR
9 Selection List") available through the Dispute Resolution Support
10 Services Contract managed by the EPA, or, if that contract is no
11 longer in force, as may be otherwise available to the EPA.

12 (b) Within 5 days of SB Dispute
13 Initiator's receipt of the ADR Selection List, the EPA and the SB
14 Dispute Initiator shall provide each other in writing the names
15 of 5 persons from the ADR Selection List proposed to serve as ADR
16 professionals for the matter in dispute. Neither the SB Dispute
17 Initiator nor the EPA can propose any ADR professionals with whom
18 they have any past, present or planned future business
19 relationships, other than for ADR activities. All persons
20 nominated shall be provided, by the nominating party, with a copy
21 of this Consent Decree.

22 (c) Within 2 days of the receipt of the
23 list of proposed ADR professionals, the EPA and the SB Dispute
24 Initiator shall advise the other in writing of acceptable
25 professionals from the list of five each receives from the other.
26 The parties shall select an ADR professional from the list of
27 acceptable professionals within 10 days of the receipt of the

28 //

1 list of proposed ADR professionals. The EPA shall expeditiously
2 enter a contract for ADR services with the selected neutral.

3 (3) Meetings or conferences with the ADR
4 professional shall be treated as confidential. Statements made
5 by any person during any of those meetings or conferences shall
6 be deemed to have been made in compromise negotiations within the
7 meaning of Rule 408 of the Federal Rules of Evidence and
8 applicable state rules of evidence, and cannot be offered in
9 evidence in any proceeding by any person. The ADR professional
10 shall be disqualified as a witness, consultant, or expert in any
11 pending or future legal action relating to the subject matter of
12 the mediation, including those between persons not a party to the
13 mediation. The contract with the selected ADR professional shall
14 include the following language:

15 In order to promote frank and productive
16 discussion the mediation process will be
17 confidential. The parties, their representatives
18 and the mediator may not disclose information
19 regarding the negotiations, including settlement
20 terms, proposals, offers, or related statements
21 made during the mediation process, to third
parties, unless the United States and the other
parties otherwise agree in writing. The mediation
process and negotiations shall be treated as
compromise negotiations under Rule 408 of the
Federal Rules of Evidence or other applicable
state rules of evidence.

22 If the selected ADR professional fails to comply with the
23 confidentiality requirements of this Paragraph XXVI.D.3.b.(3),
24 his/her contract will be terminated. If the SB Dispute Initiator
25 fails to comply with the confidentiality requirements of this
26 Paragraph XXVI.D.3.b.(3), then it will forfeit any benefit it
27 might otherwise have received under this Consent Decree.

28 //

00196

1 c. The EPA may rescind its tentative
2 determination made pursuant to Paragraph XXVI.D at any time. The
3 EPA may, in its sole and unreviewable discretion, issue a
4 determination that any SB Dispute Initiator did not meet the
5 requirements of this Section, and thereafter the benefits
6 otherwise provided by this Consent Decree to that person shall be
7 of no effect, and all rights that the United States may have
8 against that person shall be reserved, at any time after the
9 occurrence of later of the following that is applicable:

10 (1) thirty days after the date of the
11 scheduled meeting pursuant to Paragraph XXVI.D.3.a;

12 (2) if the SB Dispute Initiator requests ADR
13 and the EPA agrees to participate and share in the cost of ADR
14 pursuant to Paragraph XXVI.D.3.b (or, in the event that the EPA
15 has not so agreed, but the SB Dispute Initiator has agreed to pay
16 the remainder of the costs of ADR pursuant to Paragraph
17 XXVI.D.3.b.(1)), 120 days after the SB Dispute Initiator submits
18 a written request for ADR;

19 (3) if the EPA issues a written notice to
20 the SB Dispute Initiator pursuant to Paragraph XXVI.D.3.b.(1)
21 that it will not participate in funding of ADR and if the SB
22 Dispute Initiator has not agreed to pay the remainder of the
23 costs of ADR pursuant to Paragraph XXVI.D.3.b.(1), 30 days after
24 the date of the scheduled meeting or sixty-one days after SB
25 Dispute Initiator receives the written notice, if the SB Dispute
26 Initiator does not request a meeting.

27 //
28 //

1 E. Application of Asset Conservation, Lender Liability,
2 and Deposit Insurance Protection Act of 1996

3 Nothing in this Consent Decree is intended to diminish the
4 protections afforded by the Asset Conservation, Lender Liability,
5 and Deposit Insurance Protection Act of 1996, Pub. L. 104-208,
6 Div. A., Title II, Subtitle E, §§ 2501-2505, to persons who,
7 without participating in the management of any OII Site Property
8 or activities thereon, hold indicia of ownership of any OII Site
9 Property primarily to protect his, her or its security interest
10 in that property.

11 F. Property Transfer Not Affected. Nothing in this Section
12 shall be construed to place any limitation on the transfer of any
13 property interests by any persons.

14 G. Disclaimer. Nothing in this Consent Decree constitutes a
15 representation by the EPA or the State of California that any OII
16 Site Property or Proximate Access Property is fit for any
17 particular purpose, nor that any particular purpose is an
18 appropriate purpose for any OII Site Property or Proximate Access
19 Property.

20
21 **XXVII. PRIORITY OF CLAIMS**

22 The Defendants' and Greenfield's claims against any other
23 person for contribution or indemnification of all or a portion of
24 the cost of their settlement herein with respect to the OII Site
25 shall be subordinate to any claim of the United States against
26 that other person relating to the OII Site, as provided by
27 Section 113(f)(3)(C) of CERCLA, 42 U.S.C. § 9613(f)(3)(C). Any
28 Defendant's claims against any other person for contribution or

1 indemnification of all or a portion of the cost of their
2 settlement herein with respect to the Casmalia Disposal Site
3 shall be subordinate to any claim of the United States against
4 that other person relating to the Casmalia Disposal Site, as
5 provided by Section 113(f)(3)(C) of CERCLA, 42 U.S.C.
6 § 9613(f)(3)(C). The United States shall have priority over the
7 Defendants in the collection of any judgment obtained against any
8 non-settling party.

9
10 **XXVIII. NOTICES**

11 **A. Addresses For Delivery of Notices & Submissions.**

12 Whenever, under the terms of this Consent Decree, any notice is
13 required to be given or a report or other document is required to
14 be sent by one Party to another, a paper copy shall be directed
15 to the individuals at the addresses specified below, unless
16 expressly provided otherwise in this Consent Decree. Each Party
17 may change the name and address of the individuals to be notified
18 by providing a written notice to the other Parties. All notices
19 and submissions shall be considered effective upon receipt of a
20 paper copy, unless expressly provided otherwise in this Consent
21 Decree. Notices and submissions by facsimile, e-mail, or other
22 electronic form will not be considered effective until a paper
23 copy has been received. Written notice as specified herein shall
24 constitute complete satisfaction of any written notice
25 requirement of the Consent Decree with respect to the United
26 States, the EPA, the State of California and the Defendants,
27 respectively.

28 //

00199

1 B. Transmittal Letters Accompanying Payments or
2 Conveyances of Property. Whenever, under the terms of this
3 Consent Decree, Greenfield or any Defendant is required to make a
4 payment or to convey any property interest, the Party making the
5 payment or conveyance shall send a copy of all transmittal
6 letters accompanying or evidencing each payment or conveyance to
7 the United States, the EPA, the California Attorney General's
8 Office and the California DTSC, directed as provided below.

9 C. The individuals to be notified are:

10 1. As to the United States:

11 Chief, Environmental Enforcement Section
12 Environment and Natural Resources Division
13 U.S. Department of Justice
14 P.O. Box 7611
15 Washington, D.C. 20044
16 Re: DJ #90-11-2-156-I

17 2. As to the EPA:

18 Arthur L. Haubenstock
19 Assistant Regional Counsel
20 U.S. Environmental Protection Agency, Region IX
21 75 Hawthorne Street, M/S ORC-3
22 San Francisco, CA 94105-3901
23 Re: OII Superfund Site

24 3. As to the State of California:

25 Department of Toxic Substances Control
26 Attention: OII Project Coordinator
27 1011 Grandview Avenue
28 Glendale, CA 91201

 -and-

 Dennis A. Ragen
 Deputy Attorney General
 State of California, Department of Justice
 P.O. Box 85266
 San Diego, CA 92186-5266

//

//

00200

1 4. As to the Owner/Operator Group:

2 - for Operating Industries, Inc., A.H.A.S., Inc.,
3 Jack Arakelian & Ron Arakelian:

4 Michael A. Barth, a Professional Corporation
5 Attn: Michael A. Barth
6 31 Malaga Cove Plaza
7 Palos Verdes Estates, CA 90274

8 - for the Estate of Tim M. Agajanian, Deceased:

9 Tim M. Agajanian, Executor
10 c/o Casterline & Agajanian
11 550 So. Hope Street
12 Suite 1000
13 Los Angeles, CA 90071

14 5. As to the Generator Group:

15 Shelby H. Moore, Jr.
16 143 Seaward Drive
17 Santa Rosa Beach, FL 32459

18 - and -

19 David A. Giannotti
20 Christensen, Miller, Fink, Jacobs, Glaser, Weil &
21 Shapiro
22 2121 Avenue of the Stars, 18th Floor
23 Los Angeles, CA 90067

24 - and -

25 Boone & Associates
26 Suite 204
27 901 Corporate Center Drive
28 Monterey Park, CA 91754

6. As to Greenfield:

James C. Towne
Greenfield Development
204 Central Way, Suite E
Kirkland, WA 98033

7. As to Goodwill:

Forrest Callahan
Goodwill Industries of Southern California, Inc.
342 San Fernando Road
Los Angeles, CA 90031

28 //

00201

1 8. As to the City of Monterey Park:

2 The City of Monterey Park
3 320 West Newmark Ave.
4 Monterey Park, CA 91754
5 Attn: City Manager

6 9. As to SCE:

7 Dawn Wilson
8 Senior Attorney
9 Southern California Edison
10 2244 Walnut Grove Ave., Suite 354
11 Rosemead, CA 91770

12 **XXIX. MODIFICATION**

13 A. Written Notification of Modifications to this Consent
14 Decree. Except as otherwise provided in this Consent Decree, no
15 modification shall be made to this Consent Decree without written
16 notification to, and written approval of, the United States, the
17 State of California, the Defendants, Greenfield and the Court, or
18 as ordered by the Court.

19 B. Schedules for Completion of Work. Schedules specified
20 in this Consent Decree for completion of the work required by
21 this Consent Decree may be modified by agreement of the EPA and
22 the CD-7 Work Party or Parties responsible for the work addressed
23 in the schedule(s). Any modifications agreed upon shall be made
24 in writing.

25 C. Material Modifications of SOW. Except as provided in
26 Paragraph XVII.F (Modification of the SOW or related Work Plans,
27 page 103) and Paragraph XII.E (Work Requirements Subsumed by
28 Future Consent Decrees, page 77), no material modifications shall
be made to the SOW without written notification to and written
approval of the United States, the CD-7 Work Party or Parties
affected by the modification and the Court. Prior to providing

1 its approval to any modification, the United States will provide
2 the State of California with a reasonable opportunity to review
3 and comment on the proposed modification. Modifications to the
4 SOW that do not materially alter that document may be made by
5 written agreement between the EPA and the CD-7 Work Parties
6 responsible for the work affected by the modifications.

7 D. Judicial Authority to Enforce this Consent Decree.

8 Nothing in this Decree shall be deemed to alter the Court's power
9 to enforce, supervise or approve modifications to this Consent
10 Decree.

11

12 **XXX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

13 A. Lodging. This Consent Decree shall be lodged with the
14 Court for a period of not less than thirty days for public notice
15 and comment in accordance with Section 122(d)(2) of CERCLA, 42
16 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States
17 reserves the right to withdraw or withhold its consent if the
18 comments regarding the Consent Decree disclose facts or
19 considerations that indicate that the Consent Decree is
20 inappropriate, improper, or inadequate. Defendants and
21 Greenfield consent to the entry of this Consent Decree without
22 further notice.

23 B. Prior Written Consent to Modifications. No Party shall
24 be bound by modifications to this Consent Decree without its
25 prior written consent, and consent to this Consent Decree is not
26 consent to its modification.

27 C. Consent Decree Voidable if Not Approved. If, for any
28 reason, the Court should decline to approve this Consent Decree

1 in the form presented, this agreement is voidable at the sole
2 discretion of any Party, and the terms of the agreement may not
3 be used as evidence in any litigation between the Parties.
4

5 **XXXI. RETENTION OF JURISDICTION**

6 This Court retains jurisdiction over both the subject matter
7 of this Consent Decree, the Defendants and Greenfield for the
8 duration of the performance of the terms and provisions of this
9 Consent Decree for the purpose of enabling any of the Parties to
10 apply to the Court at any time for any further order, direction
11 and relief as may be necessary or appropriate for the
12 construction or modification of this Consent Decree, or to
13 effectuate or enforce compliance with its terms, or to resolve
14 disputes in accordance with Section XXI (Dispute Resolution, page
15 140) hereof, or for any further relief as the interest of justice
16 may require.
17

18 **XXXII. EFFECTIVE DATE**

19 The effective date of this Consent Decree shall be the date
20 upon which this Consent Decree is entered by the Court, except as
21 otherwise provided herein.
22

23 **XXXIII. TERMINATION AND SATISFACTION**

24 A. The City of Monterey Park. Upon full payment of all its
25 obligations, the City of Monterey Park shall have satisfied its
26 obligations for Matters Addressed, and this Consent Decree shall
27 be terminated as to the City of Monterey Park, with the exception
28 of the following provisions of this Consent Decree, which will

1 remain unaltered and in full effect: Paragraph XIV.B (Community
2 Relations, page 83); Paragraph XVI.C.1 (Access to Property, page
3 86); Paragraph XVI.C.2 (Access to and Retention of Records and
4 Information, page 88); Section XXI (Dispute Resolution, page
5 140); Section XXII (Stipulated Penalties, page 146); Section
6 XXIII (Covenants Not to Sue by Plaintiffs, page 154); Section
7 XXIV (Covenants by Defendants and Greenfield, page 169); Section
8 XXV (Effect of Settlement; Contribution Protection, page 176);
9 and any other continuing rights and obligations as are set forth
10 in this Consent Decree.

11 B. Generator Group.

12 1. Except as provided in Paragraph XXXIII.B.2, this
13 Consent Decree will terminate:

14 a. with respect to the OSN O&M Work, the RP
15 Security Work and the responsibility to establish, maintain and
16 be responsible for the OII Site Trusts, when the Generator Group
17 receives the EPA's covenants with respect to future liability for
18 each respective item of that work; and

19 b. with respect to any member of the Generator
20 Group whose liability is resolved by the Final Remedy Consent
21 Decree pursuant to CERCLA § 122(g)(4), 42 U.S.C. § 9622(g)(4),
22 upon the effective date of the Final Remedy Consent Decree.

23 2. Termination under Paragraph XXXIII.B.1 will not
24 alter any of the following provisions of this Consent Decree,
25 which will remain in full effect: Paragraph XVI.C.1 (Access to
26 Property, page 86); Paragraph XVI.C.2 (Access to and Retention of
27 Records and Information, page 88); Section XXI (Dispute
28 Resolution, page 140); Section XXII (Stipulated Penalties, page

1 146); Section XXIII (Covenants Not to Sue by Plaintiffs, page
2 154); Section XXIV (Covenants by Defendants and Greenfield, page
3 169); Section XXV (Effect of Settlement; Contribution Protection,
4 page 176); and such other continuing rights and obligations as
5 are set forth in this Consent Decree.

6 3. This Consent Decree will terminate with respect to
7 any specific requirement that is subsumed by a future consent
8 decree for the OII Site, as provided in Paragraph XII.E (Work
9 Requirements Subsumed by Future Consent Decrees, page 77), upon
10 the date that the equivalent requirement becomes effective under
11 the future consent decree, and to the extent provided under that
12 future consent decree.

13 C. Goodwill. This Consent Decree will not terminate with
14 respect to Goodwill until the EPA issues Goodwill a letter
15 notifying it that Goodwill has completed its obligation to
16 perform the Interpretive Center Staffing Work. Once the EPA
17 issues this letter, this Consent Decree shall be terminated with
18 respect to Goodwill, with the exception of the following
19 provisions of this Consent Decree, which will remain unaltered
20 and in full effect: Paragraph XVI.C.1 (Access to Property, page
21 86); Paragraph XVI.C.2 (Access to and Retention of Records and
22 Information, page 88); Section XXI (Dispute Resolution, page
23 140); Section XXII (Stipulated Penalties, page 146); Section
24 XXIII (Covenants Not to Sue by Plaintiffs, page 154); Section
25 XXIV (Covenants by Defendants and Greenfield, page 169); Section
26 XXV (Effect of Settlement; Contribution Protection, page 176);
27 and any other continuing rights and obligations as are set forth
28 in this Consent Decree.

1 D. Greenfield. This Consent Decree will not terminate
2 with respect to Greenfield until the EPA issues the OSN RA
3 Certification of Completion pursuant to Paragraph XI.C.4 (OSN RA
4 Certification of Completion, page 54). Once the EPA issues the
5 OSN RA Certification of Completion, this Consent Decree shall be
6 terminated with respect to Greenfield, with the exception of the
7 following provisions of this Consent Decree, which will remain
8 unaltered and in full effect: Paragraph XVI.C.1 (Access to
9 Property, page 86); Paragraph XVI.C.2 (Access to and Retention of
10 Records and Information, page 88); Section XVIII (Commitments to
11 Implement Institutional Controls, page 125); Section XXI (Dispute
12 Resolution, page 140); Section XXII (Stipulated Penalties, page
13 146); Section XXIII (Covenants Not to Sue by Plaintiffs, page
14 154); Section XXIV (Covenants by Defendants and Greenfield, page
15 169); Section XXV (Effect of Settlement; Contribution Protection,
16 page 176); Section XXVI (Successors in Property Interests, page
17 178); and any other continuing rights and obligations as are set
18 forth in this Consent Decree.

19 E. Owner/Operator Group. This Consent Decree will not
20 terminate with respect to the members of the Owner/Operator Group
21 until they have made all of the payments and conveyed all of the
22 properties required of them under this Consent Decree, with the
23 exception of the following provisions of this Consent Decree,
24 which will remain unaltered and in full effect: Paragraph X.B.3
25 (Cooperation in Quieting Title, page 41); Paragraph XVI.C.1
26 (Access to Property, page 86); Paragraph XVI.C.2 (Access to and
27 Retention of Records and Information, page 88); Section XVIII
28 (Commitments to Implement Institutional Controls, page 125);

1 Section XXI (Dispute Resolution, page 140); Section XXII
2 (Stipulated Penalties, page 146); Section XXIII (Covenants Not to
3 Sue by Plaintiffs, page 154); Section XXIV (Covenants by
4 Defendants and Greenfield, page 169); Section XXV (Effect of
5 Settlement; Contribution Protection, page 176); and any other
6 continuing rights and obligations as are set forth in this
7 Consent Decree.

8 F. SCE. This Consent Decree will not terminate with
9 respect to SCE until it has made the full payment required of it
10 under this Consent Decree, with the exception of the following
11 provisions of this Consent Decree, which will remain unaltered
12 and in full effect: Paragraph XVI.C.1 (Access to Property, page
13 86); Paragraph XVI.C.2 (Access to and Retention of Records and
14 Information, page 88); Section XVIII (Commitments to Implement
15 Institutional Controls, page 125); Section XXI (Dispute
16 Resolution, page 140); Section XXII (Stipulated Penalties, page
17 146); Section XXIII (Covenants Not to Sue by Plaintiffs, page
18 154); Section XXIV (Covenants by Defendants and Greenfield, page
19 169); Section XXV (Effect of Settlement; Contribution Protection,
20 page 176); Section XXVI (Successors in Property Interests, page
21 178); and any other continuing rights and obligations as are set
22 forth in this Consent Decree.

23

24 **XXXIV. SECTION AND PARAGRAPH HEADINGS**

25 The section and paragraph headings set forth in this Consent
26 Decree and, with respect to the section headings, set forth in
27 its table of contents are included for convenience of reference
28 only, and are not intended to supercede any other provisions of

1 this Consent Decree. In the event of any conflict between the
2 any section or paragraph headings and any terms contained in the
3 body of this Consent Decree, the section or paragraph headings
4 presenting the conflict are to be disregarded.

5
6 **XXXV. REPRESENTATIVE AUTHORITY & SERVICE**

7 A. Each undersigned representative of the Defendants,
8 Greenfield and the Plaintiffs, including the Assistant Attorney
9 General for the Environment and Natural Resources Division of the
10 Department of Justice, certifies that he or she is fully
11 authorized by the Party to enter into the terms and conditions of
12 this Consent Decree and to execute and legally bind that Party to
13 this Consent Decree.

14 B. Each Defendant and Greenfield hereby agrees not to
15 oppose entry of this Consent Decree by this Court or to challenge
16 any provision of this Consent Decree unless the United States has
17 notified it, him or her in writing that it no longer supports
18 entry of the Consent Decree.

19 C. Each Defendant and Greenfield shall identify, on the
20 attached signature page, the name, address and telephone number
21 of an agent who is authorized to accept service of process by
22 mail on behalf of that Party with respect to all matters arising
23 under or relating to this Consent Decree. Defendants and
24 Greenfield hereby agree to accept service in that manner and to
25 waive the formal service requirements set forth in Rule 4 of the
26 Federal Rules of Civil Procedure and any applicable local rules
27 of this Court, including, but not limited to, service of a
28 summons.

1 XXXVI. COUNTERPARTS

2 This Consent Decree may be executed and delivered in any
3 number of counterparts, each of which, when executed and
4 delivered, shall be deemed to be an original, but the
5 counterparts shall together constitute one and the same document.

6
7 SIGNED and ENTERED this 10 day of October, 2000.

8
9
10 
11 UNITED STATES DISTRICT JUDGE

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2-14

A

United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree

APPENDIX A
Generator Group

Active USA, Inc., an Indiana Corp., Successor by Merger to Kenosha Auto Transport Corp.	Borden, Inc. as Successor in Interest for Borden Chemical Co.
AK Steel Corp. Successor by Merger to Armco Inc. for Armco-National Supply	Burns International Services Corp. f/k/a Borg-Warner Security Corp. for its former Subsidiary Byron Jackson Pump Division
Alcoa Composites Inc. (for its former Weslock Division)	Cadihayes Inc.(f/k/a Mydrin Inc.) for Itself and for R&D Latex Corp.
American Airlines	Champion International Corp. as Successor by Merger to St. Regis Corp.
American National Can as Successor in Interest to American Can Co.	Chevron Environmental Management Co. on Behalf of Itself, Chevron Chemical Co., LLC, Chevron Pipe Line Co., and Chevron U.S.A., Inc. and as Successor in Interest to Gulf Oil
Ameripride Services Inc. f/k/a Welch's Overall Cleaning Co. Inc.	Chrome Crankshaft Co., Inc.
Armstrong World Industries, Inc. f/k/a as Armstrong Cork Co.	City of Los Angeles Acting for the LA Dep't. of Public Works
Atlantic Richfield Co. for ARCO/Anaconda American Brass Div.	City of Los Angeles Acting by and Through the LA Dep't. of Water and Power
Atofina Chemicals, Inc. (formerly Elf Atochem North America, Inc.) as Successor in Interest to Pennwalt Corp., M&T Chemicals, and Purex Corp.	Coltec Industries as Successor in Interest to Menasco, Inc.
Bandag, Inc. as Successor to Master Processing Corp.	Conopco, Inc. on Behalf of its Unincorporated Division, Lever Brothers
Behr Process Corp.	Cooper & Brain
Bethlehem Steel Corp.	Crowley Maritime Corp. on Behalf of its Wholly Owned Subsidiaries Crowley Marine Services, Inc., Crowley Towing & Transportation Co. and Crowley Environmental Services, Inc.
BetzDearborn Inc. (f/k/a Betz Laboratories, Inc.)	Crown Beverage Packaging, Inc. (for Continental Can Co.)
BHP Coated Steel Corp. (Successor to Supracote, Inc.)	DaimlerChrysler Corp. for Nu Car Prep Deft, Inc.
Bird Inc.	Delta Air Lines, Inc. for Itself and as Successor by Merger to Western Air Lines, Inc.
Black & Decker for McCulloch	The Deutsch Co.
The Boeing Co. (On Behalf of Rockwell International Corp. and its Divisions), and McDonnell Douglas Corp. (including its Douglas Aircraft Co. and McDonnell Douglas Aircraft Divisions) a Wholly-owned Subsidiary of the Boeing Co.	
//	

Douglas Oil Co. of Cal. and Conoco Inc.
The Dow Chemical Co. as Successor in
Interest to General Latex &
Chemical Corp.
Dunn-Edwards Corp.
Emerson & Cuming, Inc.
Exxon Mobil Corp. as Successor in Interest to
Exxon U.S.A., Mobil Oil Corp. and
Superior Oil Co.
Federal Express Corp. as Successor in Interest
to Flying Tigers, Inc.
Ferro Corp. as Successor in Interest to
Productol Chemical
Fibreboard Corp. and its Parent Owens
Corning Corp.
Flint Ink Corp.
The Flintkote Co.
Ford Motor Co.
Fort James Corp., Successor in Interest to
Crown Zellerbach with Respect to Crown
Zellerbach's Sheila Street and Garfield
Avenue Plants
GATX Terminals Corp.
Gaylord Container Corp. as Successor in
Interest to the Baldwin Park Blvd. Facility
of Crown Zellerbach
General Electric Co.
General Motors Corp.
Georgia-Pacific Corp.
The Glidden Co. (as Successor to Grow
Group, Inc.) as Successor in Interest to
Ameritone Paint and Trewax Co.
Gould Inc.
Hellman Properties LLC as Successor in
Interest to Hellman Estates Oil Co.,
Hellman Properties, and Hellman Estates
Henkel Corp. as Successor in Interest to
Emery Chemicals
The Hertz Corp.
Honeywell International Inc. (Successor to
AlliedSignal Inc.) as Successor in Interest
to Garrett Airesearch, Bendix Corp. and
Honeywell Inc.

//

Hunt-Wesson, Inc. f/k/a
Hunt Wesson Foods, Inc.
Ingersoll-Rand for its Subsidiary
Proto Tool Co.
Inland Paperboard & Packaging, Inc. f/k/a
Inland Container
Interstate Brands Corp.
Jefferson Smurfit Corp. (U.S.) f/k/a
Container Corp. of America
Kerr-McGee Corp. as Successor in Interest to
Sun Oil Co. and Oryx Energy
Keysor Century Corp.
Liberty Vegetable Oil Co.
Lockheed Martin Corp., for its Predecessors,
Lockheed Corp. and Martin Marietta
Corp., and Their Respective Divisions,
Subsidiaries, Affiliates, Predecessors and
Successors, Including for Lockheed Corp.
its Division Lockheed-California Co. and
its Wholly-owned Subsidiary Lockheed
Air Terminal, Inc. and for Martin Marietta
Corp. and its Subsidiaries Martin Marietta
Technologies, Inc. and Martin Marietta
Aluminum, Inc. (but Excluding Martin
Marietta Carbon Inc.)
Long Beach Oil Development Co.
Los Angeles County Metropolitan
Transportation Authority as Successor in
Interest to Southern California RTD
Los Angeles Times Communications LLC, as
Successor in Interest to Los Angeles
Times
MascoTech as Successor in Interest to Grant
Oil Tools, Norris Industries and Weiser
Lock Co.
Maytag Corp. as Successor in Interest to
Gaffers and Sattler
Merck & Co., Inc. as Successor in Interest to
Calgon Corp.
Michelin North America, Inc., as Successor in
Interest to the Uniroyal Goodrich Tire Co.
as Successor in Interest to Certain Tire
Liabilities of Uniroyal, Inc.
Mitchell Energy Corp.

MRC Holdings, Inc. as Successor to
American Can Co.
National Railroad Passenger Corp.
("Amtrak")
Nestle USA, Inc. f/k/a Carnation Co.
NL Industries, Inc. f/k/a NL Metals
Occidental Petroleum Corp.
Owens-Illinois, Inc.
Pacific Tube Co.
Parker Hannifin Corp. on Behalf of Itself,
Berteau Corp. and Parker Seal
Pervo Paint Co.
PPG Industries, Inc.
The Procter & Gamble Manufacturing Co.
Prudential Overall Supply
Revlon Consumer Products Corp. (formerly
RLL Corp.; formerly Max Factor Co.)
Reynolds Metals Co.
Sara Lee Corp. for Shasta Beverages, Inc.,
Predecessor to SLC Beverages Inc.
SBC Holdings, Inc. Successor to Joseph
Schlitz Brewing Co.
Shell Oil Co.
Soco-Lynch Corp. for Western Chemical &
Mfg. Co.
Southern California Edison
Southern California Gas Co.
Stone Container Corp., Successor in Interest
to Southwest Forest Industries, Inc.
Superior Industries International, Inc.
Texaco Inc.
Thermal Engineering Int'l (USA) Inc. f/k/a
Southwestern Engineering Co.
Thums Long Beach Co.
Transportation Leasing Co. f/k/a
Greyhound Lines
Tribune Co., as Successor in Interest to Times
Mirror Press (a Dissolved Corp.)
TRW Inc.
Union Pacific Resources Co. as Successor in
Interest to Champlin Petroleum Co.
United Parcel Service, Inc.
Unocal Corp. on Behalf of Union Oil Co. of
Cal. and Collier Carbon Chemical Co.

Van Waters & Rogers Inc. f/k/a Univar Corp.
Vest, Inc. (f/k/a Bernard Epps & Co.)
Viacom Inc. (Successor by Merger to CBS
Corp.) for Seven-Up Bottling of LA
Waste Management as Successor in Interest to
Oil & Solvent Process Co.
Waterford Wedgwood USA for its now-
dissolved Subsidiary, Franciscan
Ceramics, Inc.
Willamette Industries, Inc. as Successor in
Interest to Western Kraft Corp.
Xerox Corp.
Zolatone Process, Inc. (former Subsidiary of
and now Merged into Surface Protection
Industries, Inc.)

//
//

2-10

B

1

1

**United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree**

**APPENDIX B
North Parcel Description**

The following two pages of legal description, which is the March 11, 2000 FATCO legal description of the entire North Parcel, the five-page map, which is the November 1999 Mollenhauer Group draft final map for Tract No. 53098, and this page comprise the North Parcel Description.

The North Parcel consists of Lots 1 through 12, inclusive, as described in the legal description and maps. The Development Parcel consists of Lots 1 through 10, inclusive, as well as Lot 12, as described in the legal description and maps. The Remediation Parcel consists of Lot 11, as described in the legal description and maps.

//
//

First American Title Company
Los Angeles
520 N. Central Avenue
Glendale, California 91203 (818) 242-5800

MARCH 11, 2000

FIRST AMERICAN TITLE NATIONAL
520 NORTH CENTRAL AVE
GLENDALE, CA

ATTENTION: ANNA MONEZ

YOUR NO. 994036AM / 984253AM
MONTEREY PARK
OUR NO. 9823551-21

SUPPLEMENTING OUR ORIGINAL REPORT DATED JANUARY 27, 2000 RELATIVE TO THE ABOVE NUMBERED ESCROW AND TITLE ORDER, WE WISH TO ADVISE YOU OF THE FOLLOWING:

WE HEREIN AMEND THE LEGAL DESCRIPTION TO READ AS FOLLOWS:

THAT PORTION OF LOT 1 AND LOT 2 OF TRACT 10063, IN THE CITY OF MONTEREY PARK, AS SHOWN ON MAP RECORDED IN BOOK 179 PAGES 32 TO 34 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THAT LAND LYING SOUTHERLY OF THE SOUTHERLY BOUNDARY OF THAT LAND DESCRIBED IN A DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED BOOK 29397 PAGES 296 AND 297 OF OFFICIAL RECORDS IN SAID OFFICE, AND LYING NORTHERLY OF THE NORTHERLY BOUNDARY OF THAT LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK D203 PAGES 282 TO 287 INCLUSIVE OF OFFICIAL RECORDS AND IN BOOK 56291 PAGES 73 TO 76 INCLUSIVE OF OFFICIAL RECORDS IN SAID OFFICE.

EXCEPT THEREFROM THAT LAND DESCRIBED IN PARCEL 1 AND PARCEL 2 IN A DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK D6393 PAGES 4 TO 7 INCLUSIVE, OFFICIAL RECORDS, IN SAID OFFICE.

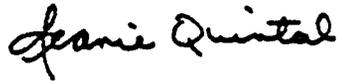
EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID PREMISES, AS RESERVED IN THE DEED FROM HENRY H. WHEELER, RECORDED FEBRUARY 11, 1959 AS INSTRUMENT NO. 1920 AS TO AN UNDIVIDED 1/4 INTEREST AND IN THE DEED FROM TITLE INSURANCE AND TRUST COMPANY, A CORPORATION, AS TRUSTEE UNDER THE WILL OF HELEN MAY WHEELER, DECEASED, RECORDED FEBRUARY 11, 1959 AS INSTRUMENT NO. 1921 AS TO AN UNDIVIDED 1/4 INTEREST.

SURFACE RIGHTS INCLUDED IN THE ABOVE MENTIONED DOCUMENTS HAVE BEEN RELINQUISHED BY DOCUMENTS RECORDED NOVEMBER 12, 1999 AS INSTRUMENT NO.'S 99-2116324 THRU 99-2116327.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID PREMISES, RESERVED IN A DEED FOR HENRY H. WHEELER, RECORDED IN BOOK 42140 PAGE 202, OFFICIAL RECORDS AND MODIFIED NOVEMBER 16, 1983 AS INSTRUMENT NO. 83-1360792.

SURFACE RIGHTS INCLUDED IN THE ABOVE MENTIONED DOCUMENTS HAVE BEEN RELINQUISHED BY DOCUMENTS RECORDED NOVEMBER 12, 1999 AS INSTRUMENT NO.'S 99-2116324 THRU 99-2116327.

SINCERELY,



JEANIE QUINTAL, TITLE OFFICER
EXTENSION 5021

DIRECT FAX (818) 242-0235

C; JAMES HUGHES
CHRISTINA HUGHES
CHRIS ERICKSON
RANDALL M. FACCINTO

TRACT NO. 53098

SHEET 1 OF 5 SHEETS

IN THE CITY OF MONTEREY PARK
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 1 AND 2 TRACT NO. 10063,
PER MAP RECORDED IN BOOK 179, PAGES 32 TO 34 INCLUSIVE OF
MAPS, ALL RECORDS OF LOS ANGELES COUNTY.

MOLLENHAUER GROUP NOVEMBER 1999

OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED
IN THE LAND INCLUDED WITHIN THE DISTINCTIVE BORDER LINES, AND WE
CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION

A H.A.S., INC. A CALIFORNIA CORPORATION, OWNER

PRESIDENT

SECRETARY

SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF
CALIFORNIA; THAT THIS MAP, CONSISTING OF 5 SHEETS, CORRECTLY
REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY
DIRECTION ON NOVEMBER 09, 1999; THAT THE MONUMENTS OF THE CHARACTER
AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN 24
MONTHS FROM THE FILING DATE OF THIS MAP; THAT SAID MONUMENTS ARE
SUFFICIENT TO ENABLE THE SURVEY TO BE READILY RETRACTED.

ROBERT L. MOLLENHAUER, P.L.S. 2996
MOLLENHAUER GROUP
MY COMMISSION EXPIRES 6-30-2000



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON _____ BEFORE ME _____, A NOTARY PUBLIC
AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED _____
PERSONALLY KNOWN TO ME OR PROVED TO ME ON
THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY
EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES
ON THE INSTRUMENT, THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE
PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

SIGNATURE
NOTARY PUBLIC

MY COMMISSION EXPIRES _____
PRINCIPAL BUSINESS IS IN LOS ANGELES COUNTY

BASIS OF BEARINGS

THE BEARING OF NORTH 46°38'05" EAST ON THE SOUTHWESTERLY LINE
OF O.R. 29397-296 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK
155, PAGES 11 TO 13 INCLUSIVE OF RECORD OF SURVEYS, WAS USED
AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

SIGNATURE OMISSIONS

THE SIGNATURE OF HENRY H. WHEELER, HOLDER OF OIL AND GAS RIGHTS BY
DEEDS RECORDED IN BOOK 42140 PAGE 202 AND RECORDED FEBRUARY 11,
1959 AS INSTRUMENT NO.'S 1920 AND 1921, OFFICIAL RECORDS, HAS BEEN
OMITTED UNDER SECTION 66436 OF THE SUBDIVISION MAP ACT.

THE FOLLOWING SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY IN
ACCORDANCE WITH SECTION 66436 (c) 3A (I-VIII) OF THE SUBDIVISION MAP
ACT, AS THEIR INTEREST CANNOT RIPEN INTO A FEE.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENT FOR PUBLIC
UTILITIES BY DEED RECORDED APRIL 21, 1980 AS INSTRUMENT NO. 80-398733,
OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENT FOR PUBLIC
UTILITIES BY DEED RECORDED NOVEMBER 6, 1986 AS INSTRUMENT NO.
86-1520218, OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENT FOR PUBLIC
UTILITIES BY DEED RECORDED DECEMBER 18, 1991 AS INSTRUMENT NO
91-1986980, OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENT FOR PUBLIC
UTILITIES BY DEED RECORDED MAY 20, 1992 AS INSTRUMENT NO. 92-912240,
OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENT FOR PUBLIC
UTILITIES BY DEED RECORDED MAY 20, 1992 AS INSTRUMENT NO. 92-912242,
OFFICIAL RECORDS.

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT
CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED
ALTERATIONS THEREOF, THAT ALL PROVISIONS OF SUBDIVISION
ORDINANCES OF THE CITY OF MONTEREY PARK APPLICABLE AT THE
TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH
AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT
WITH RESPECT TO CITY RECORDS

DATE _____ CITY ENGINEER-CITY OF MONTEREY PARK
OFFICE NO. _____ EXPIRES: _____

PLANNING DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE
APPROVED TENTATIVE MAP AS APPROVED BY THE CITY OF MONTEREY
PARK PLANNING COMMISSION ON APRIL 19, 2000 AND ALL CONDITIONS
OF APPROVAL HAVE BEEN MET.

DATE _____ PLANNING DIRECTOR-CITY OF MONTEREY PARK

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE
JURISDICTION OF THE CITY OF MONTEREY PARK TO WHICH THE LAND
INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS
SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE _____ CITY TREASURER-CITY OF MONTEREY PARK

CITY CLERK'S CERTIFICATE

I _____ CITY CLERK OF THE CITY OF MONTEREY PARK, DO
HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO
THE COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE _____
DAY OF _____, 2000 AND THAT THEREUPON SAID COUNCIL DID,
BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

DATE _____ CITY CLERK-CITY OF MONTEREY PARK

00217

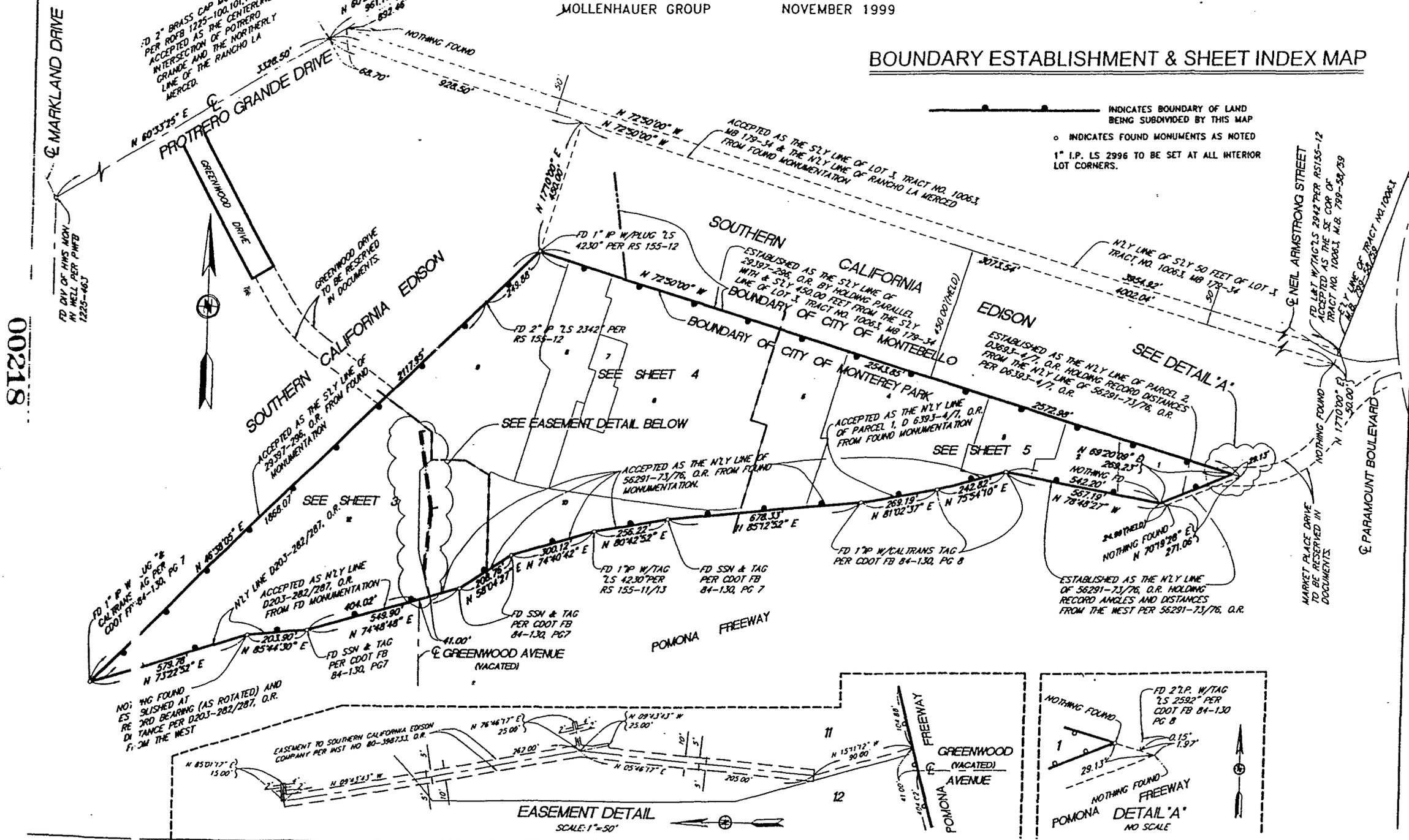
SCALE: 1" = 200'

SHEET 2 OF 5 SHEETS

TRACT NO. 53098

IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
MOLLENHAUER GROUP NOVEMBER 1999

BOUNDARY ESTABLISHMENT & SHEET INDEX MAP



INDICATES BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP

○ INDICATES FOUND MONUMENTS AS NOTED

1" I.P. LS 2996 TO BE SET AT ALL INTERIOR LOT CORNERS.

00218

TRACT NO. 53098

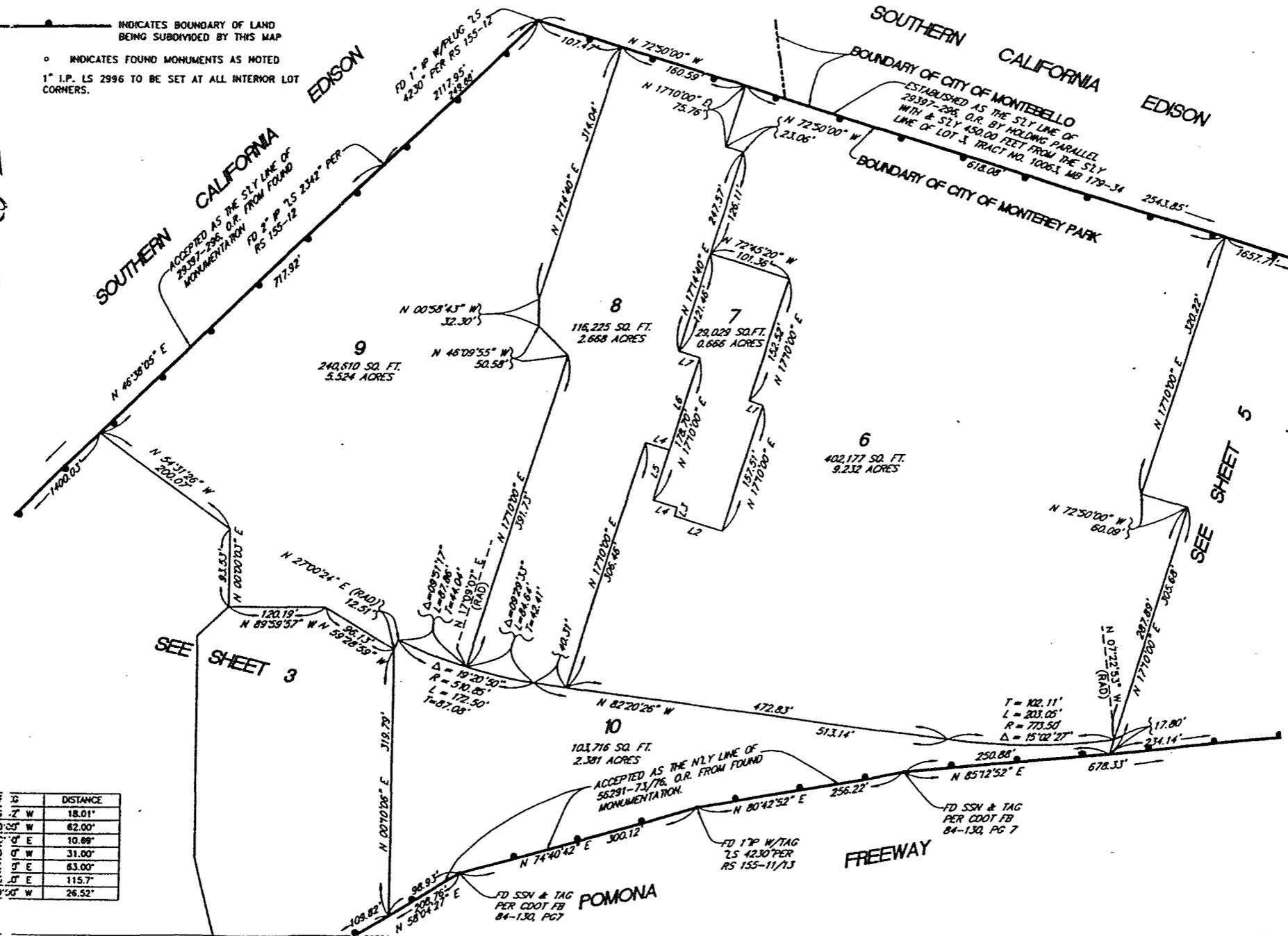
IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

MOLLENHAUER GROUP NOVEMBER 1999

INDICATES BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP
○ INDICATES FOUND MONUMENTS AS NOTED
1" I.P. LS 2996 TO BE SET AT ALL INTERIOR LOT CORNERS.



00220



LINE DATA:

LINE	BEAR	IS	DISTANCE
L1	N 70°36'	W	18.01'
L2	N 72°50'	W	82.00'
L3	N 17°16'	E	10.88'
L4	N 72°50'	E	31.00'
L5	N 17°16'	E	83.00'
L6	N 17°16'	E	115.7'
L7	N 72°50'	W	26.52'

SEE SHEET 5

SEE SHEET 3

FREEWAY

POMONA

SOUTHERN CALIFORNIA
EDISON
BOUNDARY OF CITY OF MONTEBELLO
BOUNDARY OF CITY OF MONTEREY PARK

ESTABLISHED AS THE SLY LINE OF 29,397-298 O.R. BY HOLDING PARALLEL WITH & SLY 450.00 FEET FROM THE SLY LINE OF LOT 3, TRACT NO. 10063 MAP 179-34

ACCEPTED AS THE NLY LINE OF 58291-73/76 O.R. FROM FOUND MONUMENTATION.

FD SSN & TAG PER CDOT FB 84-130, PG 7

FD 1 1/2" W/TAG 2.5 4230' PER RS 155-11/13

FD SSN & TAG PER CDOT FB 84-130, PG 7

FD 1" W/TAG 2.5 4230' PER RS 155-12

ACCEPTED AS THE SLY LINE OF 29,397-298 O.R. FROM FOUND MONUMENTATION

FD 2" W/TAG 7.5 2342' PER RS 155-12

TRACT NO. 53098

IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

MOLLENHAUER GROUP

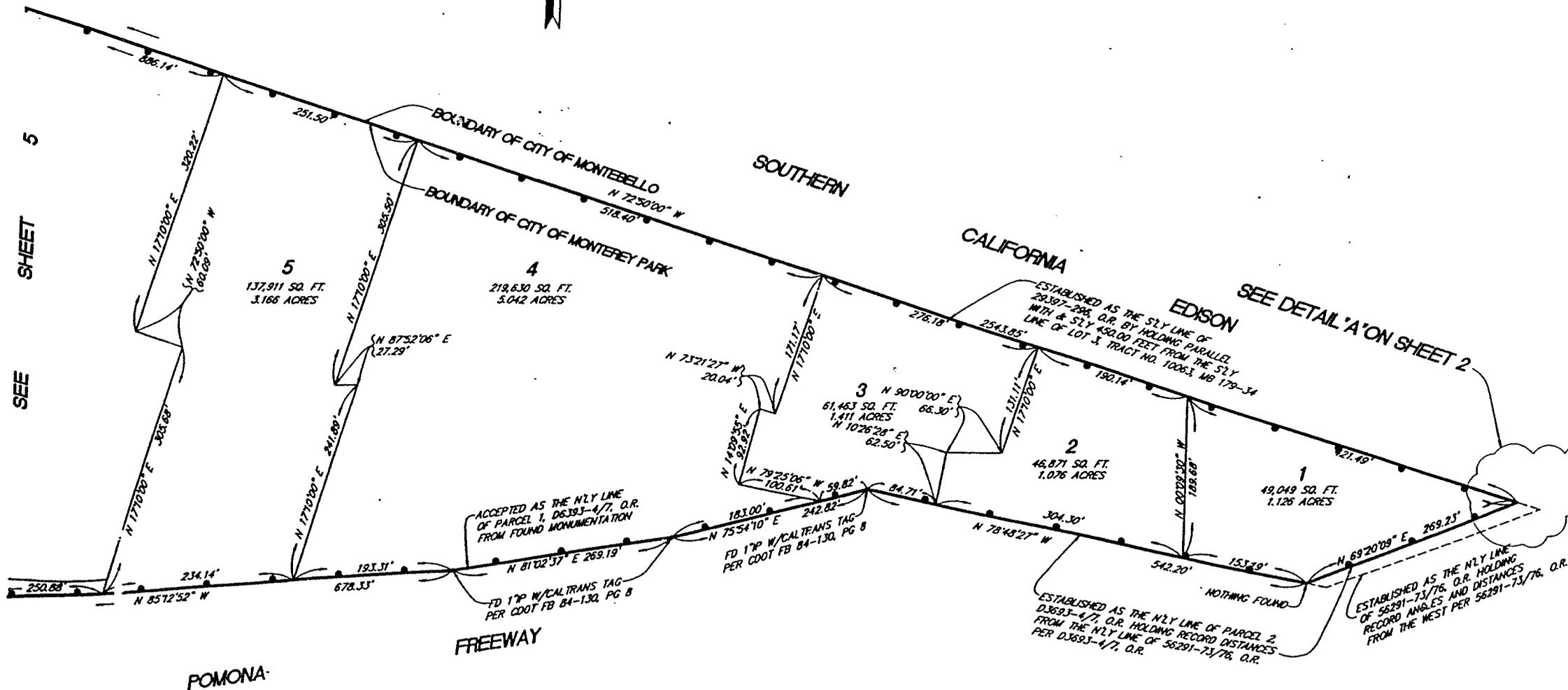
NOVEMBER 1999

INDICATES BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP

° INDICATES FOUND MONUMENTS AS NOTED
1" I.P. LS 2996 TO BE SET AT ALL INTERIOR LOT CORNERS.



00221
5
SHEET
SEE



c

**United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree**

**APPENDIX C
South Parcel Description**

The following Preliminary Title Report, consisting of 29 pages of text and two pages of maps, issued by Equity Title and dated April 18, 2000, comprises the South Parcel Description.

//
//



EQUITY TITLE
COMPANY

**SUPPLEMENTAL
REPORT**

- MICHAEL BARTH ATTORNEY
- 31 MALAGA COVE PLAZA
- PALOS VERDES ESTATES, CA 90274

Your No. OPERATING INDEUSTR
Our No. 9907067-20

Attention: MICHAEL

Gentlemen:

Supplementing our original report dated 4/18/2000 , we wish to report the following matters:

Dated as JUNE 8, 2000 ~~BY~~ At 7:30 A.M. DANIELLE KENNEY

Title Officer

PLEASE BE ADVISED THAT ITEMS NO. 4, 5 & 26 ARE HEREBY ELIMINATED FROM OUR REPORT.

00223



EQUITY TITLE
COMPANY

**SUPPLEMENTAL
REPORT**

- Law Offices of Michael Barth
- 31 Malaga Cove Plaza
- Palos Verdes Estates, CA 90274

Operating Industr
Your No. South Parcel
Our No. 9907067-20

Attention: Wendy

Gentlemen:

Supplementing our original report dated 4/18/00 , we wish to report the following matters:

Dated as 5/19/00 /19 At 7:30 A.M. Daniel Kenney

Title Officer

Please be advised that Item No. 41 of the above mentioned report, has been eliminated.

00224

EQUITY TITLE COMPANY

425 W. BROADWAY
SUITE 300
GLENDALE, CA 91204
PHONE: (800) 373-7500

DATED AS OF APRIL 18, 2000 AT 7:30 A.M.

LAW OFFICES OF MICHAEL BARTH
31 MALAGA COVE PLAZA
PALOS VERDES ESTATES, CALIFORNIA 90274

YOUR NO. : OPERATING
IND. SOUTH PARCEL

ATTENTION: WENDY

ORDER NO.: 9907067-20

"UPDATED PRELIMINARY REPORT"

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, EQUITY TITLE COMPANY HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN EXHIBIT A ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY

00225

DANIEL KENNEY, TITLE OFFICER

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

OPERATING INDUSTRIES, INC., A CORPORATION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED

00226

EXHIBIT "A"

PARCEL 1:

THAT PORTION OF LOT 2 OF TRACT NO. 10063, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 179 PAGES 32 TO 34 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED ON THE WEST AND NORTHWEST BY THE CENTERLINE OF GREENWOOD AVENUE AS DESCRIBED IN DEED TO THE CITY OF MONTEREY PARK RECORDED ON SEPTEMBER 7, 1955 AS DOCUMENT NO. 3054 IN BOOK 48885 PAGE 6 OF OFFICIAL RECORDS, IN SAID RECORDERS OFFICE, AND BOUNDED ON THE NORTH BY THE SOUTH LINE OF THE POMONA FREEWAY AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED ON SEPTEMBER 2, 1958, AS DOCUMENT NO. 1410 IN BOOK D203 PAGE 268 OF OFFICIAL RECORDS, IN SAID RECORDERS OFFICE.

EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 1 OF SAID TRACT NO. 10063.

ALSO EXCEPT THAT PORTION THEREOF INCLUDED WITHIN THE LANDS CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, BY DEED RECORDED DECEMBER 31, 1948 IN BOOK 29397 PAGE 296, OFFICIAL RECORDS.

ALSO EXCEPT AND RESERVING AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID PREMISES, PROVIDED, HOWEVER, THAT THE RIGHT OF SURFACE ENTRY AND USE FOR THE PURPOSE OF EXPLORING FOR, DEVELOPING AND PRODUCING THE SAME SHALL BE LIMITED TO ONE ACRE OUT OF EVERY 20 ACRES HEREBY CONVEYED WITH THE NECESSARY RIGHTS OF WAY FOR INGRESS AND EGRESS THERETO. SAID GRANTOR TO SELECT SAID SURFACE ACREAGE UPON DEMAND FROM GRANTEE IN SUCH MANNER AS TO INTERFERE AS LITTLE AS REASONABLY POSSIBLE WITH THE OPERATIONS OF GRANTEE, AS RESERVED BY TITLE INSURANCE AND TRUST COMPANY, A CORPORATION, AS TRUSTEE UNDER THE WILL OF HELEN MAY WHEELER, DECEASED, IN A DEED RECORDED JANUARY 11, 1957.

ALSO EXCEPTING AND RESERVING AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID PREMISES, PROVIDED, HOWEVER, THAT THE RIGHT OF SURFACE ENTRY AND USE FOR THE PURPOSE OF EXPLORING FOR, DEVELOPING AND PRODUCING THE SAME SHALL BE LIMITED TO ONE ACRE OUT OF EVERY 20 ACRES HEREBY CONVEYED WITH THE NECESSARY RIGHTS OF WAY FOR INGRESS AND

LEGAL, CONTINUED

00227

EGRESS THERETO, SAID GRANTOR TO SELECT SAID SURFACE ACREAGE UPON DEMAND FROM GRANTEE IN SUCH MANNER AS TO INTERFERE AS LITTLE AS REASONABLY POSSIBLE WITH THE OPERATIONS OF GRANTEE, AS RESERVED BY HENRY H. WHEELER, A MARRIED MAN, IN A DEED RECORDED JANUARY 11, 1957

PARCEL 2:

THAT PORTION OF LOT 2 OF TRACT NO. 10063, AS SHOWN ON MAP RECORDED IN BOOK 179, PAGES 32 TO 34 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ACQUIRED BY THE STATE OF CALIFORNIA BY DEED (STATE PARCEL NO. 220) RECORDED IN BOOK D203, PAGE 268 OF OFFICIAL RECORDS, IN SAID OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "NORTH 70° 31' .00" EAST, 249.18 FEET" IN SAID DEED; THENCE ALONG SAID CERTAIN COURSE NORTH 70° 31' 00" EAST, 229.18 FEET; THENCE SOUTH 85° 03' 26" WEST, 350.36 FEET TO A POINT IN THAT CERTAIN COURSE DESCRIBED AS "SOUTH 70° 49' 28" EAST, 262.81 FEET" IN SAID DEED, DISTANT ALONG LAST SAID CERTAIN COURSE NORTH 70° 49' 28" WEST, 140.81 FEET FROM THE EASTERLY TERMINUS THEREOF; THENCE ALONG LAST SAID CERTAIN COURSE SOUTH 70° 49' 28" EAST, 140.81 FEET TO THE POINT OF BEGINNING.

EXCEPTING AND RESERVING AN UNDIVIDED-ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID PREMISES, PROVIDED, HOWEVER, THAT THE RIGHT OF SURFACE ENTRY AND USE FOR THE PURPOSE OF EXPLORING FOR, DEVELOPING AND PRODUCING THE SAME SHALL BE LIMITED TO ONE ACRE OUT OF EVERY 20 ACRES HEREBY CONVEYED WITH THE NECESSARY RIGHTS OF WAY FOR INGRESS AND EGRESS THERETO, SAID GRANTOR TO SELECT SAID SURFACE ACREAGE UPON DEMAND FROM GRANTEE IN SUCH MANNER AS TO INTERFERE AS LITTLE AS REASONABLY POSSIBLE WITH THE OPERATIONS OF GRANTEE, AS RESERVED BY TITLE INSURANCE AND TRUST COMPANY, A CORPORATION, AS TRUSTEE UNDER THE WILL OF HELEN MAY WHEELER, DECEASED, IN A DEED RECORDED JANUARY 11, 1957 IN BOOK 53337, PAGE 406 OF OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID PREMISES, PROVIDED, HOWEVER, THAT THE RIGHT OF SURFACE ENTRY AND USE FOR THE PURPOSE OF EXPLORING FOR, DEVELOPING AND PRODUCING THE SAME SHALL BE LIMITED TO ONE ACRE OUT OF EVERY 20 ACRES HEREBY CONVEYED WITH THE NECESSARY RIGHTS OF WAY FOR INGRESS AND EGRESS THERETO, SAID GRANTOR TO SELECT SAID SURFACE ACREAGE UPON

LEGAL, CONTINUED

00228

DEMAND FROM GRANTEE IN SUCH MANNER AS TO INTERFERE AS LITTLE AS REASONABLY POSSIBLE WITH THE OPERATIONS OF GRANTEE, AS RESERVED BY HENRY H. WHEELER, A MARRIED MAN, IN A DEED RECORDED JANUARY 11, 1957 IN BOOK 53337, PAGE 403 OF OFFICIAL RECORDS.

PARCEL 3:

THAT PORTION OF LOT 2 OF TRACT NO. 10063, AS SHOWN ON MAP RECORDED IN BOOK 179 PAGES 32 TO 34 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED ON THE WEST AND NORTHWEST BY THE CENTER LINE OF GREENWOOD AVENUE AS DESCRIBED IN DEED TO THE CITY OF MONTEREY PARK RECORDED ON SEPTEMBER 7, 1955, AS DOCUMENT NO. 3054 IN BOOK 48885 PAGE 6 OF OFFICIAL RECORDS, IN SAID RECORDER'S OFFICE, AND BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 1 OF SAID TRACT NO. 10063.

EXCEPT THAT PORTION OF SAID LOT 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 2; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT

1. NORTH 42° 23' 45" WEST 354.65 FEET; THENCE
2. SOUTH 84° 59' 48" EAST 415.83 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE,
3. SOUTH 37° 48' 57" WEST 285.63 FEET ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM, SUCH PORTION THEREOF AS MAY HAVE BEEN CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES.

PARCEL 4:

THAT PORTION OF LOT 2 OF TRACT NO. 10063. AS SHOWN ON MAP RECORDED IN BOOK 179, PAGES 32, 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS SOUTH 63° 49' 24" WEST, 298.21 FEET IN THE SOUTHERLY BOUNDARY OF THE PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK D203, PAGE 282 OF OFFICIAL RECORDS IN SAID OFFICE; THENCE ALONG SAID COURSE, NORTH 63° 49' 24" EAST, 298.21 FEET TO THE NORTHEASTERLY TERMINUS THEREOF; THENCE NORTH 85° 25' 07" WEST, 272.04 FEET; THENCE

LEGAL, CONTINUED

00229

SOUTH 78° 06' 09" WEST, 162.23 FEET TO THE NORTHWESTERLY TERMINUS OF THE COURSE DESCRIBED IN SAID DEED AS HAVING A LENGTH OF 201.80 FEET; THENCE ALONG SAID LAST MENTIONED COURSE, SOUTH 53° 34' 34" EAST, 201.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHT OR EASEMENT OF ACCESS OVER AND ACROSS THE SOUTHWESTERLY AND SOUTHEASTERLY LINES THEREOF AS SAID ACCESS RIGHTS WERE ACQUIRED BY SAID DEED.

PARCEL 5:

THOSE PORTIONS OF LOTS 1 AND 2 OF TRACT 10063, AS PER MAP RECORDED IN BOOK 179, PAGES 32 ET SEQ., OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 2; THENCE SOUTH 89° 51' 55" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 1239.73 FEET; THENCE NORTH 46° 56' 40" EAST 2876.79 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF THE LAND CONVEYED TO EDISON SECURITIES COMPANY, BY DEED FROM TITLE INSURANCE AND TRUST COMPANY, RECORDED IN BOOK 18669, PAGE 360 OF OFFICIAL RECORDS, SAID LAST MENTIONED POINT BEING DISTANT SOUTH 72° 29' 45" EAST ALONG SAID SOUTHERLY BOUNDARY LINE 504.39 FEET FROM THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID DEED DESCRIBED AS HAVING A BEARING AND A LENGTH OF NORTH 72° 29' 45" WEST 4278.75 FEET; THENCE SOUTH 72° 29' 45" EAST ALONG SAID SOUTHERLY BOUNDARY LINE 3774.36 FEET TO THE EASTERLY LINE OF SAID LOT 2.

EXCEPT THAT PORTION OF SAID LAND LYING NORTHERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 1, THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, SOUTH 89° 51' 55" EAST 1458.89 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN DEED TO THE SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED ON DECEMBER 21, 1948 IN BOOK 29397, PAGE 296 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHEASTERLY AND SOUTHERLY LINES OF THE LAND DESCRIBED IN SAID DEED NORTH 46° 56' 40" EAST 2514.59 FEET AND SOUTH 72° 29' 45" EAST 3504.33 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2.

ALSO EXCEPT THAT PORTION OF SAID LAND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

LEGAL, CONTINUED

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 2, DISTANT NORTH 42° 23' 55" WEST 354.65 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 2; THENCE NORTH 18° 19' 10" EAST 224.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1500.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 339.24 FEET; THENCE NORTH 31° 16' 39" EAST 1096.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 543.54 FEET; THENCE NORTH 0° 08' 05" EAST 842.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 275.70 FEET; THENCE NORTH 15° 55' 53" EAST TO THE SOUTHEASTERLY LINE OF SAID LAND DESCRIBED IN THE DEED TO THE SOUTHERN CALIFORNIA EDISON COMPANY RECORDED ON DECEMBER 31, 1948, IN BOOK 29397 PAGE 296, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR THE FREEWAY PURPOSES BY SAID DEED RECORDED SEPTEMBER 2, 1958 IN BOOK D203, PAGE 282 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR THE POMONA FREEWAY BY DEED RECORDS SEPTEMBER 2, 1958, AS DOCUMENT NO. 1413 IN BOOK D203 PAGE 282 OF OFFICIAL RECORDS, IN SAID RECORDERS OFFICE.

SCHEDULE B

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2000/2001, WHICH ARE A LIEN NOT YET PAYABLE.

A. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1999/2000, A LIEN NOW DUE AND PAYABLE, AS FOLLOWS:

TOTAL:	\$8,728.73	
1ST INSTALLMENT:	\$4,364.37	DELINQUENT
PENALTY:	\$ 436.43	
2ND INSTALLMENT:	\$4,364.36	DELINQUENT
PENALTY:	\$ 446.43	

ASSESSED VALUATION:	
LAND VALUE:	\$652,160.00
IMPROVEMENTS:	\$NONE
EXEMPTION:	\$NONE

CODE AREA:	6361
ASSESSOR'S NO.:	5293-022-001

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

PARCELS 1 AND 2.

B. AN IMPENDING DEFAULT FOR DELINQUENT TAXES FOR THE FISCAL YEAR 1990/2000, AMOUNT TO REDEEM \$259,416.29, PRIOR TO APRIL 30, 2000.

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

PARCELS 1 AND 2.

C. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1999/2000, A LIEN NOW DUE AND PAYABLE, AS FOLLOWS:

TOTAL:	\$1,200.53	
1ST INSTALLMENT:	\$ 600.27	DELINQUENT
PENALTY:	\$ 60.02	
2ND INSTALLMENT:	\$ 600.26	DELINQUENT
PENALTY:	\$ 70.02	

ASSESSED VALUATION:
LAND VALUE: \$68,799.00
IMPROVEMENTS: \$NONE
EXEMPTION: \$NONE

CODE AREA: 6361
ASSESSOR'S NO.: 5293-022-002

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:
PORTION OF PARCEL 5.

D. AN IMPENDING DEFAULT FOR DELINQUENT TAXES FOR THE FISCAL YEAR 1999/2000, AMOUNT TO REDEEM \$30,677.33, PRIOR TO APRIL 30, 2000.

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:
PORTION OF PARCEL 5.

E. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1999/2000, A LIEN NOW DUE AND PAYABLE, AS FOLLOWS:

TOTAL:	\$47.10	
1ST INSTALLMENT:	\$23.55	DELINQUENT
PENALTY:	\$ 2.35	
2ND INSTALLMENT:	\$23.55	DELINQUENT
PENALTY:	\$12.35	

ASSESSED VALUATION:

LAND VALUE:	\$1,554.00
IMPROVEMENTS:	\$NONE
EXEMPTION:	\$NONE

CODE AREA:	6361
ASSESSOR'S NO.:	5293-022-003

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:
PORTION OF PARCEL 5.

F. AN IMPENDING DEFAULT FOR DELINQUENT TAXES FOR THE FISCAL YEAR 1999/2000, AMOUNT TO REDEEM \$1,056.82, PRIOR TO APRIL 30, 2000.

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:
PARCEL 5.

G. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1999/2000 A LIEN NOW DUE AND PAYABLE, AS FOLLOWS:

TOTAL:	\$458.08	
1ST INSTALLMENT:	\$229.04	DELINQUENT
PENALTY:	\$ 22.90	
2ND INSTALLMENT:	\$229.04	DELINQUENT
PENALTY:	\$ 32.90	

ASSESSED VALUATION:
LAND VALUE: \$25,011.00
IMPROVEMENTS: \$NONE
EXEMPTION: \$NONE

CODE AREA: 9201
ASSESSOR'S NO.: 5293-022-004

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

PARCEL 4.

H. AN IMPENDING DEFAULT FOR DELINQUENT TAXES FOR THE FISCAL YEAR 1999/2000, AMOUNT TO REDEEM \$11,564.39, PRIOR TO APRIL 30, 2000.

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

PARCEL 4.

I. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1999/2000, A LIEN NOW DUE AND PAYABLE, AS FOLLOWS:

TOTAL:	\$25,568.92	
1ST INSTALLMENT:	\$12,784.47	DELINQUENT
PENALTY:	\$ 1,278.44	
2ND INSTALLMENT:	\$12,784.45	DELINQUENT
PENALTY:	\$ 1,288.44	

ASSESSED VALUATION:

LAND VALUE:	\$1,775,087.00
IMPROVEMENTS:	\$ 13,122.00
EXEMPTION:	\$NONE

CODE AREA:	9201
ASSESSOR'S NO.:	5293-022-005

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:
PORTION OF PARCEL 5.

J. AN IMPENDING DEFAULT FOR DELINQUENT TAXES FOR THE FISCAL YEAR 1999/2000, AMOUNT TO REDEEM \$713,210.15, PRIOR TO APRIL 30, 2000.

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:
PARCEL 5.

K. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1999/2000, A LIEN NOW DUE AND PAYABLE, AS FOLLOWS:

TOTAL:	\$18,219.04	
1ST INSTALLMENT:	\$ 9,109.52	DELINQUENT
PENALTY:	\$ 910.95	
2ND INSTALLMENT:	\$ 9,109.52	DELINQUENT
PENALTY:	\$ 920.95	

ASSESSED VALUATION:
LAND VALUE: \$1,351,253.00
IMPROVEMENTS: \$NONE
EXEMPTION: \$NONE

CODE AREA: 9201
ASSESSOR'S NO.: 5293-022-006

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

PARCEL 3.

L. AN IMPENDING DEFAULT FOR DELINQUENT TAXES FOR THE FISCAL YEAR 1999/2000, AMOUNT TO REDEEM \$528,557.32, PRIOR TO APRIL 30, 2000.

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

PARCEL 3.

M. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
2. AN UNRECORDED EASEMENT OVER SAID LAND FOR POLE LINES, AS GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, AS RECITED IN A DEED OF TRUST RECORDED IN BOOK 11609 PAGE 367 OF OFFICIAL RECORDS, WHICH DEED OF TRUST HAS SINCE BEEN RECONVEYED OF RECORD.
3. AN EASEMENT FOR PURPOSE HEREIN STATED, RIGHTS INCIDENTAL THERETO AS PROVIDED IN A DOCUMENT

FOR: PIPE LINES
RECORDED: OFFICIAL RECORDS
INSTRUMENT NO.: IN BOOK 23004, PAGE 209

AFFECTS: WITHIN 4 FEET OF THE SOUTHEASTERLY
BOUNDARY LINE OF LOT 2

4. EASEMENTS AND RIGHTS OF WAY OVER THAT PORTION OF SAID LAND QUITCLAIMED BY DEEDS RECORDED MAY 15, 1953 AS INSTRUMENT NO. 3210, IN BOOK 41738 PAGES 180 AND 182 OF OFFICIAL RECORDS, HEREINABOVE REFERRED TO, WHICH MAY BE NECESSARY FOR THE LESSEE OR ASSIGNEE OF OIL AND GAS LEASE RECORDED IN BOOK 27458 PAGE 343, OFFICIAL RECORDS, JUNE 15, 1948 AS INSTRUMENT NO. 3300 IN THEIR OPERATIONS UPON THE LANDS RETAINED BY THEM UNDER SAID LEASE.

5. THE EFFECT OF A DEED AND LICENSE AGREEMENT

DATED: MARCH 8, 1949
EXECUTED BY: HENRY H. WHEELER, ET UX
IN FAVOR OF: SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA
RECORDED: SEPTEMBER 20, 1949
INSTRUMENT NO.: 2739

6. AN EASEMENT FOR PURPOSE HEREIN STATED, RIGHTS INCIDENTAL THERETO AS PROVIDED IN A DOCUMENT

FOR: POLES
RECORDED: OCTOBER 31, 1952
INSTRUMENT NO.: 3650

AFFECTS: AS MORE PARTICULARLY DESCRIBED THEREIN

7. AN EASEMENT FOR PURPOSE HEREIN STATED, RIGHTS INCIDENTAL THERETO AS PROVIDED IN A DOCUMENT

FOR: PUBLIC STREET AND HIGHWAY PURPOSES
RECORDED: SEPTEMBER 7, 1955
INSTRUMENT NO.: 3054

AFFECTS: AS MORE PARTICULARLY DESCRIBED THEREIN

8. THE EXCLUSIVE RIGHT TO TAKE AND USE FROM THE EXISTING WATER WELL OF GRANTOR THE WATER WHICH MAY BE WITHDRAWN THEREFROM FOR THE PURPOSE OF SUPPLYING WATER FOR CONSTRUCTION, INSTALLATION, OPERATION AND MAINTENANCE OF A GAS COMPRESSOR PLAN OF THE GRANTEE TO BE CONSTRUCTED IN THE MONTEBELLO OIL FIELD AND TO INSTALL, OPERATE, REPAIR, REMOVE AND REPLACE THE PUMPS, ELECTRIC MOTORS, GAS ENGINES, PIPE LINES AND APPURTENANCES NOW OR HEREAFTER UTILIZED IN CONNECTION WITH SUCH WITHDRAWAL AND TO INCREASE THE WITHDRAWAL CAPACITY AND FLOW OF SAID WELL AND TO INSTALL, OPERATE, REPAIR, REMOVE AND REPLACE SUCH OVERHEAD LINES FOR ELECTRIC POWER AS ARE NECESSARY FOR THE EXERCISE OF THE RIGHTS HEREBY GRANTED SAID EXISTING WATER WELL IF LOCATED UPON THE FOLLOWING DESCRIBED PROPERTY.

THAT PORTION OF LOT 2 OF TRACT NO. 10063, AS PER MAP RECORDED IN BOOK 179 PAGE 32 OF MAPS, DESCRIBED AS FOLLOWS:

ITEM NO. 8, CONTINUED

00239

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 2; THENCE NORTH 42° 23' 55" WEST 380 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 NORTH 37° 48' 47" EAST 1209.76 FEET SOUTH 42° 23' 55" EAST 380 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 2 SOUTH 37° 48' 47" WEST 1209.76 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTHWESTERLY OF SAID LINE BEARING NORTH 18° 19' 10" EAST FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 2 DISTANT THEREON NORTH 42° 23' 55" WEST 354.65 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 2 AS GRANTED BY HENRY N. WHEELER, UNMARRIED MAN, TO PACIFIC LIGHTING GAS SUPPLY COMPANY, A CORPORATION, BY DEED RECORDED NOVEMBER 3, 1955 AS INSTRUMENT NO. 1956 IN BOOK 49433 PAGE 72, OFFICIAL RECORDS.

SAID DEED RECITES: GRANTOR AGREES TO FURNISH TO GRANTEE A GOOD AND SUFFICIENT EASEMENT OVER THE LANDS OF GRANTOR UPON REQUEST OF GRANTEE FOR SAID OVERHEAD LINES FOR ELECTRIC POWER AND FOR WATER PIPE LINES AND APPURTENANCES SUCH EASEMENT TO RUN FOR THE TERMS OF THIS AGEEMENT AND ITS EXTENSIONS OF RENEWALS IF ANY, SAID EASEMENT FOR OVERHEAD LINES WILL PROVIDE THAT THE RIGHTS THEREUNDER MAY BE EXERCISED EITHER BY GRANTEE OR BY ANOTHER PUBLIC UTILITY.

9. THE FACT THAT ACTIONS NO. 646771 SUPERIOR COURT, LOS ANGELES COUNTY AND NO. 660376 SUPERIOR COURT, LOS ANGELES COUNTY TO CONDEMN LAND ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 1 FOR FREEWAY PURPOSES ALSO INCLUDE PROVISIONS THAT "LANDS ABUTTING SAID FREEWAY SHALL HAVE NO RIGHT OR EASEMENT OF ACCESS THERETO".
10. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET OR HIGHWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN SEVERED FROM SAID LAND BY THE DOCUMENT

RECORDED: AUGUST 26, 1974
INSTRUMENT NO.: 229

AFFECTS: THAT PORTION OF SAID LAND ABUTTING POMONA FREEWAY ON THE SOUTH, AS MORE FULLY DESCRIBED THEREIN

11. A WAIVER OF ANY CLAIMS FOR DAMAGE TO SAID LAND AS CONTAINED IN A DOCUMENT

RECORDED: AUGUST 26, 1974
INSTRUMENT NO.: 229

12. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN A DOCUMENT

PURPOSE: UTILITIES, PUBLIC AND/OR PRIVATE
RECORDED: APRIL 21, 1980
INSTRUMENT NO.: 80-398733

AFFECTS: AS MORE PARTICULARLY DESCRIBED THEREIN

13. THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.

REDEVELOPMENT AGENCY: REDEVELOPMENT AGENCY OF THE CITY OF
MONTEREY PARK
RECORDED: MARCH 25, 1985
INSTRUMENT NO.: 85-323071

AND RECORDED APRIL 8, 1985 AS INSTRUMENT NO. 85-389979, OFFICIAL RECORDS.

14. MATTERS CONTAINED IN A PRELIMINARY INJUNCTION FILED IN CASE NO. 471729 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, A CERTIFIED COPY THEREOF HAVING BEEN RECORDED OCTOBER 22, 1986 AS INSTRUMENT NO. 86-1427201, OFFICIAL RECORDS.

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

15. A NOTICE OF LIEN COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT AS AMENDED BY SUPERFUND AMENDMENTS & REAUTHORIZATION ACT 42 U.S.C. SECTION 9607 (1)

CLAIMED: UNITED STATES OF AMERICA AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
RECORDED: OCTOBER 15, 1987
INSTRUMENT NO.: 87-1656009, OFFICIAL RECORDS

ITEM NO. 15, CONTINUED

00241

THIS STATUTORY LIEN EXISTS AND CONTINUES UNTIL THE LIABILITY FOR COSTS AND DAMAGES (OR FOR ANY DECREE OF JUDGMENT ARISING OUT OF SUCH LIABILITY) IS SATISFIED OR BECOMES UNENFORCEABLE THROUGH THE OPERATION OF THE STATUE OF LIMITATIONS AS PROVIDED BY 42 U.S.C. SECTION 9613 (G).

RECORDED DOCUMENT WAS MAILED TO:

UNITED STATES OF AMERICA AND
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGIONAL COUNSEL, REGION 9
215 FREMONT
SAN FRANCISCO, CA 94105

AFFECTS: A PORTION OF THE LAND DESCRIBED HEREIN AND OTHER LAND.

SAID LIEN HAS BEEN AMENDED BY AN INSTRUMENT RECORDED MAY 27, 1988 AS INSTRUMENT NO. 88-846104, OFFICIAL RECORDS.

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

16. A NOTICE OF LIEN COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT AS AMENDED BY SUPERFUND AMENDMENTS & REAUTHORIZATION ACT 42 U.S.C. SECTION 9607 (1)

CLAIMED: UNITED STATES OF AMERICA AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
RECORDED: OCTOBER 15, 1987
AS INSTRUMENT NO.: 87-1656010, OFFICIAL RECORDS

THIS STATUTORY LIEN EXISTS AND CONTINUES UNTIL THE LIABILITY FOR COSTS AND DAMAGES (OR FOR ANY DECREE OF JUDGMENT ARISING OUT OF SUCH LIABILITY) IS SATISFIED OR BECOMES UNENFORCEABLE THROUGH THE OPERATION OF THE STATUE OF LIMITATIONS AS PROVIDED BY 42 U.S.C. SECTION 9613 (G).

RECORDED DOCUMENT WAS MAILED TO:

UNITED STATES OF AMERICA AND
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGIONAL COUNSEL, REGION 9
215 FREMONT
SAN FRANCISCO, CA 94105

SAID LIEN HAS BEEN AMENDED BY AN INSTRUMENT RECORDED MAY 27, 1988 AS INSTRUMENT NO. 88-846105, OFFICIAL RECORDS.

00242

17. AN EASEMENT FOR PURPOSE HEREIN STATED, RIGHTS INCIDENTAL THERETO AS PROVIDED IN A DOCUMENT

FOR: RIGHT OF WAY, INCLUDING THE RIGHT TO REMOVE ANY IMPROVEMENTS, TREES, SHRUBS AND OTHER GROWTH THEREON, UNLESS OTHERWISE HEREIN PROVIDED, AND AT ANY TIME AND FROM TIME TO TIME, TO LOCATE, RELOCATE, CONSTRUCT, RECONSTRUCT, MAINTAIN, OPERATE, RENEW, ENLARGE, REMOVE AND REPLACE A LINE OR LINES OF PIPE OF WHATEVER NATURE, MANHOLES, SERVICES AND/OR DISTRIBUTION SYSTEM OR SYSTEMS OR CONNECTION

RECORDED: JUNE 19, 1953
INSTRUMENT NO.: 359

AFFECTS: SAID LAND

18. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS IF ANY, AS SET FORTH THEREIN.

DATED: DECEMBER 1, 1953
LESSOR: HENRY H. WHEELER AND HELEN M. WHEELER, HUSBAND AND WIFE
LESSEE: STANDARD OIL COMPANY OF CALIFORNIA, A CORPORATION

RECORDED: FEBRUARY 26, 1954
INSTRUMENT NO.: 2617

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

PARCEL 1.

19. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS IF ANY, AS SET FORTH THEREIN.

DATED: OCTOBER 24, 1956
LESSOR: HENRY H. WHEELER, AS EXECUTOR OF THE LAST WILL AND TESTAMENT OF HELEN MAY WHEELER, DECEASED AND HENRY H. WHEELER, A WIDOWER

LESSEE: THE TEXAS COMPANY, A DELAWARE CORPORATION
RECORDED: FEBRUARY 19, 1957
INSTRUMENT NO.: 1394

20. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN A DOCUMENT

PURPOSE: UTILITIES, PUBLIC AND/OR PRIVATE
RECORDED: AUGUST 19, 1957
INSTRUMENT NO.: 3123

AFFECTS: AS MORE PARTICULARLY DESCRIBED THEREIN

21. AN EASEMENT FOR PURPOSE HEREIN STATED, RIGHTS INCIDENTAL THERETO AS PROVIDED IN A DOCUMENT

FOR: PUBLIC ROAD AND HIGHWAY PURPOSES
RECORDED: MARCH 8, 1963
INSTRUMENT NO.: 5845

AFFECTS: A PORTION OF SAID LAND

22. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET OR HIGHWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN SEVERED FROM SAID LAND BY THE DOCUMENT

RECORDED: MAY 26, 1967
INSTRUMENT NO.: 2565

AFFECTS: SAID LAND

23. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET OR HIGHWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN SEVERED FROM SAID LAND BY THE DOCUMENT

RECORDED: JANUARY 8, 1974
INSTRUMENT NO.: 1773

AFFECTS: SAID LAND

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

PARCEL 2.

24. A LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN:

LESSOR: OPERATING INDUSTRIES, INC.
LESSEE: NRG NUFUEL COMPANY
RECORDED: AUGUST 26 1975
INSTRUMENT NO.: 2580

25. THE EFFECT OF DOCUMENT ENTITLED "GRANT OF EASEMENT COVENANTS FOR MAINTENANCE AND REPAIR" WHICH, AMONG OTHER THINGS PROVIDES:

OPERATING DESIRES TO CONVEY TO W&B CERTAIN EASEMENTS FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF THE CATCHBASIN INLETS AND FOR INGRESS, EGRESS AND ACCESS THERETO ALONG THE TERRACE-ROADWAY FOR THE PURPOSE OF MAINTAINING AND REPAIRING BOTH THE CATCHBASIN INLETS AND THE TERRACE-ROADWAY; AND

WHEREAS, W&B AND OPERATING DESIRE TO ENTER INTO COVENANTS AND AGREEMENTS WITH REGARD TO CONSTRUCTION, MAINTENANCE AND REPAIR OF THE CATCHBASIN INLETS AND THE TERRACE-ROADWAY, WHICH COVENANTS SHALL CONSTITUTE RECIPROCAL BURDENS AND BENEFITS ON THE W&B PROPERTY AND THE OPERATING PROPERTY AND SHALL BE BINDING UPON SUCCESSIVE OWNERS OF THE PROPERTY DESCRIBED THEREIN AND SHALL RUN WITH THE LAND, EXECUTED BY W&B BUILDERS, INC., A DELAWARE CORPORATION AND OPERATING INDUSTRIES, INC., A CALIFORNIA CORPORATION RECORDED OCTOBER 22, 1975 AS INSTRUMENT NO. 3560, OFFICIAL RECORDS.

26. AN EFFECT OF A DOCUMENT ENTITLED "LANDLORDS AGREEMENT AND WAIVER" WHICH, AMONG OTHER THINGS, PROVIDES, EQUIPMENT LEASED BY RESERVE SYNTHETIC FUELS, INC FROM SECURITY PACIFIC EQUIPMENT LEASING, INC. SHALL AT ALL TIMES BE CONSIDERED TO BE PERSONAL PROPERTY AND SHALL NOT CONSTITUTE FIXTURE OR BECOME A PART OF THE SAID LAND.

EXECUTED BY: SECURITY PACIFIC EQUIPMENT LEASING, INC,
AND OPERATING INDUSTRIES, INC.
RECORDED: AUGUST 8, 1979
AS INSTRUMENT NO.: 79-877823, OFFICIAL RECORDS

00245

27. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN A DOCUMENT

PURPOSE: UTILITIES, PUBLIC AND/OR PRIVATE
RECORDED: APRIL 21, 1980
INSTRUMENT NO.: 80-398733

AFFECTS: AS MORE PARTICULARLY DESCRIBED THEREIN

28. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN A DOCUMENT

PURPOSE: UTILITIES, PUBLIC AND/OR PRIVATE
RECORDED: JUNE 19, 1981
INSTRUMENT NO.: 81-615759

AFFECTS: AS MORE PARTICULARLY DESCRIBED THEREIN

29. NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY EXECUTED BY THE TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES FOR THE FISCAL YEAR 1984 - 1985, AND SUBSEQUENT DELINQUENCIES.

DEFAULT NO.: 5293 022 006
RECORDED: SEPTEMBER 21, 1994
INSTRUMENT NO.: 94-1735529

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

TAX PARCEL NO. 5293-022-006.

30. NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY EXECUTED BY THE TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES FOR THE FISCAL YEAR 1984 - 1985, AND SUBSEQUENT DELINQUENCIES.

DEFAULT NO.: 5293 022 001
RECORDED: AUGUST 26, 1996
INSTRUMENT NO.: 96-1381842

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

TAX PARCEL NO. 5293-022-001.

31. NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY EXECUTED BY THE TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES FOR THE FISCAL YEAR 1984 - 1985, AND SUBSEQUENT DELINQUENCIES.

DEFAULT NO.: 5293 022 002
RECORDED: AUGUST 26, 1996
INSTRUMENT NO.: 96-1381843

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

TAX PARCEL NO. 5293-022-002.

32. NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY EXECUTED BY THE TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES FOR THE FISCAL YEAR 1990 - 1991, AND SUBSEQUENT DELINQUENCIES.

DEFAULT NO.: 5293 022 003
RECORDED: AUGUST 26, 1996
INSTRUMENT NO.: 96-1381844

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

TAX PARCEL NO. 5293-022-003.

33. NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY EXECUTED BY THE TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES FOR THE FISCAL YEAR 1984 - 1985, AND SUBSEQUENT DELINQUENCIES.

DEFAULT NO.: 5293 022 004
RECORDED: AUGUST 26, 1996
INSTRUMENT NO.: 96-1381845

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

TAX PARCEL NO. 5293-022-004.

34. NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY EXECUTED BY THE TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES FOR THE FISCAL YEAR 1984 - 1985, AND SUBSEQUENT DELINQUENCIES.

DEFAULT NO.: 5293 022 006
RECORDED: AUGUST 26, 1996
INSTRUMENT NO.: 96-1381846

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

TAX PARCEL NO. 5293-022-006.

35. NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY EXECUTED BY THE TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES FOR THE FISCAL YEAR 1990 - 1991, AND SUBSEQUENT DELINQUENCIES.

DEFAULT NO.: 5293 022 003
RECORDED: AUGUST 14, 1997
INSTRUMENT NO.: 97-1256614

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

TAX PARCEL NO. 5293-022-003.

36. NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY EXECUTED BY THE TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES FOR THE FISCAL YEAR 1984 - 1985, AND SUBSEQUENT DELINQUENCIES.

DEFAULT NO.: 5293 022 001
RECORDED: AUGUST 14, 1997
INSTRUMENT NO.: 97-1256612

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

TAX PARCEL NO. 5293-022-001.

37. NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY EXECUTED BY THE TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES FOR THE FISCAL YEAR 1984 - 1985, AND SUBSEQUENT DELINQUENCIES.

DEFAULT NO.: 5293 022 002
RECORDED: AUGUST 14, 1997
INSTRUMENT NO.: 97-1256613

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

TAX PARCEL NO. 5293-022-002.

38. NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY EXECUTED BY THE TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES FOR THE FISCAL YEAR 1984 - 1985, AND SUBSEQUENT DELINQUENCIES.

DEFAULT NO.: 5293 022 004
RECORDED: AUGUST 14, 1997
INSTRUMENT NO.: 97-1256615

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

TAX PARCEL NO. 5293-022-004.

39. NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY EXECUTED BY THE TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES FOR THE FISCAL YEAR 1984 - 1985, AND SUBSEQUENT DELINQUENCIES.

DEFAULT NO.: 5293 022 005
RECORDED: AUGUST 14, 1997
INSTRUMENT NO.: 97-1256616

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

TAX PARCEL NO. 5293-022-005.

40. NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY EXECUTED BY THE TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES FOR THE FISCAL YEAR 1984 - 1985, AND SUBSEQUENT DELINQUENCIES.

DEFAULT NO.: 5293 022 006
RECORDED: AUGUST 14, 1997
INSTRUMENT NO.: 97-1256617

THE ABOVE MATTER AFFECTS A PORTION OF THE LAND DESCRIBED AS:

TAX PARCEL NO. 5293-022-006.

41. AN ABSTRACT OF JUDGMENT FOR THE AMOUNT SHOWN BELOW AND ANY OTHER AMOUNTS DUE.

DEBTOR: OPERATING INDUSTRIES, INC.
CREDITOR: FIRST WESTERN DEVELOPMENT CORP.
COURT: SUPERIOR COURT, COUNTY OF LOS ANGELES
CASE NO.: C 657 407
AMOUNT: \$419,495.90
RECORDED: JANUARY 22, 1990
INSTRUMENT NO.: 90-113816

SAID JUDGMENT AFTER RECORDING WAS MAILED TO:

MAC ARTHUR & URIBE

3345 WILSHIRE BLVD., SUITE 707

LOS ANGELES, CALIFORNIA 90010

AND-RECORDED NOVEMBER 20, 1990 AS INSTRUMENT NO. 90-1943335.

42. A TAX LIEN FOR THE AMOUNT SHOWN AND ANY OTHER AMOUNTS DUE, IN FAVOR OF THE UNITED STATES OF AMERICA, ASSESSED BY THE DISTRICT DIRECTOR OF INTERNAL REVENUE.

FEDERAL SERIAL NO: 959113198
TAXPAYER: OPERATING INDUSTRIES INC., A CORPORATION
AMOUNT: \$447,942.42
RECORDED: APRIL 4, 1991
INSTRUMENT NO.: 91-477857

43. A TAX LIEN FOR THE AMOUNT SHOWN AND ANY OTHER AMOUNTS DUE, IN FAVOR OF THE STATE OF CALIFORNIA.

AMOUNT: \$545,137.00
FILED BY: STATE OF CALIFORNIA FRANCHISE TAX BOARD
TAXPAYER: OPERATING INDUSTRIES INC.
CERTIFICATE NO: 94 117 196 026
RECORDED: MAY 6, 1994
INSTRUMENT NO.: 94-878191

44. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION OR BY A SURVEY OF SAID LAND THAT IS SATISFACTORY TO THIS COMPANY, OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.

45. RIGHTS OF PARTIES IN POSSESSION OF SAID LAND BY REASON OF ANY UNRECORDED LEASES.

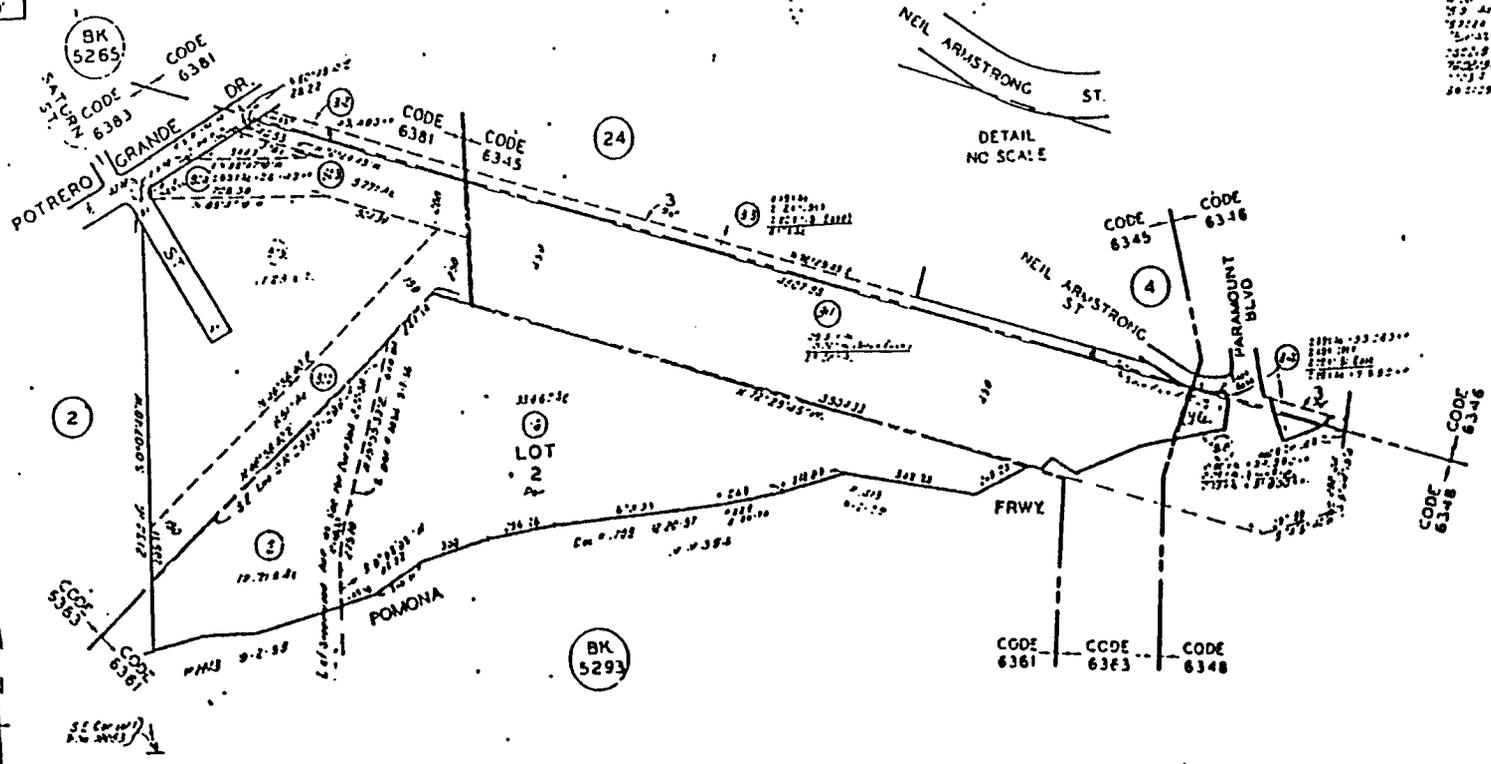
PLEASE SUBMIT ANY SUCH LEASES TO THIS COMPANY FOR OUR EXAMINATION.

CM

00251

5275 3
 1" = 400'

REVISED
 12-15-59
 3-21-60
 1-15-61
 1-15-62
 1-15-63
 1-15-64
 1-15-65
 1-15-66
 1-15-67
 1-15-68
 1-15-69
 1-15-70



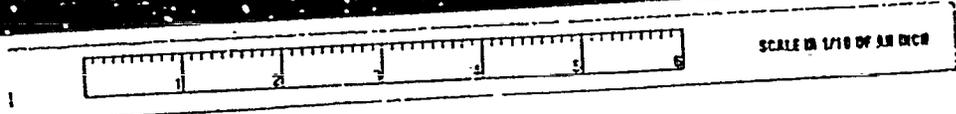
TRACT NO 10663
 M.B. 179-32-34

THE PLAT OF THIS TRACT AND LOCATING THE
 LANE WITH PREFERENCE TO STREETS AND OTHER
 PAPERS WHILE THIS PLAT IS BELIEVED TO BE
 CORRECT, THE COMPANY ASSUMES NO LIABILITY
 FOR ANY LOSS OCCURRING BY REASON OF
 RELIANCE THEREON

CODE
 6345
 6346 6361
 6348 6331
 6363 6383

FOR PREV. ASSMT. SEE
 179-32-34

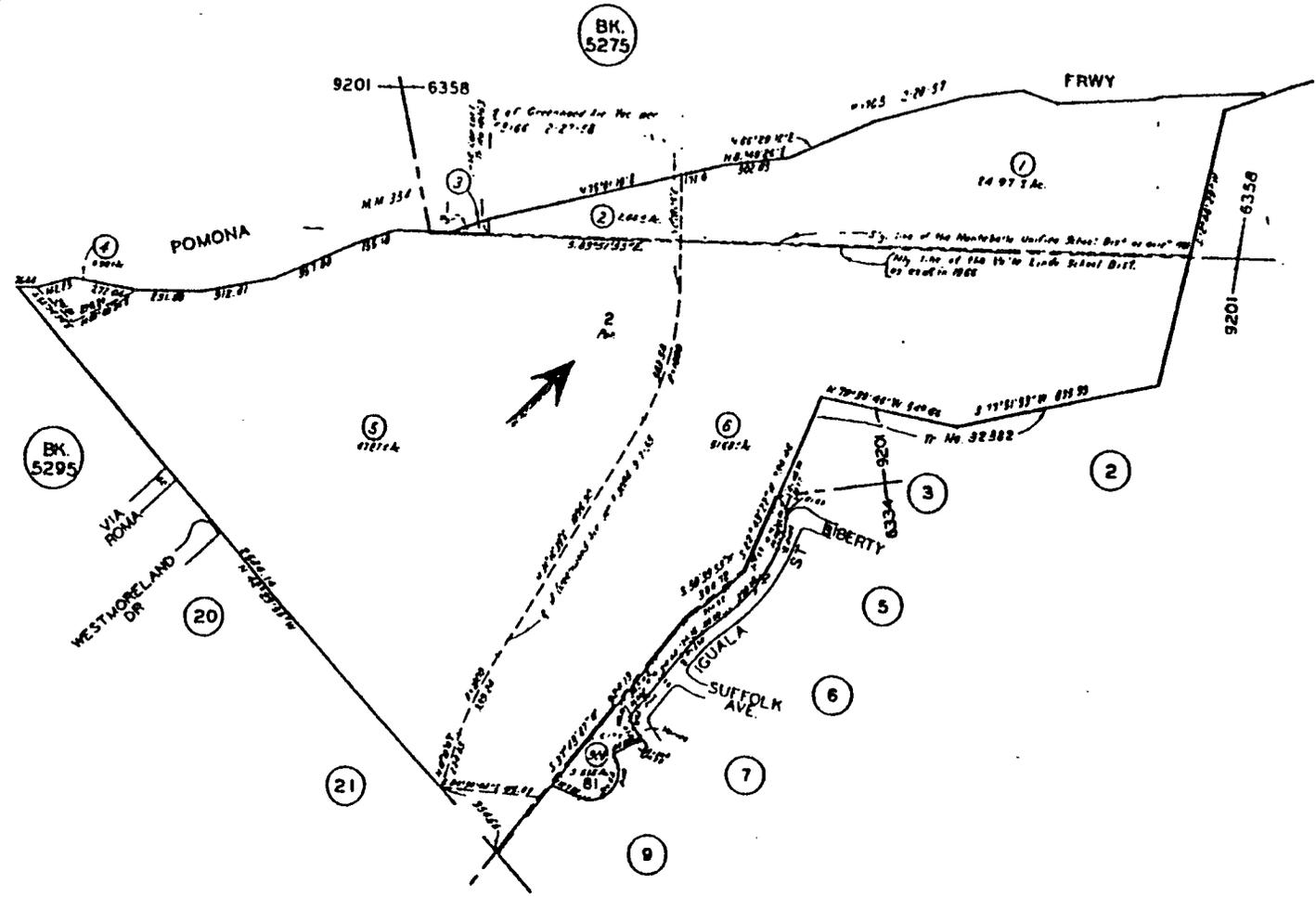
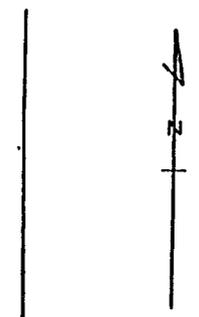
00252



5275 6

5293 | 22
 SCALE 1" = 400'

91



CODE
 6334
 6358
 9201

FOR PREV ASSMT SEE
 5279-1

TRACT NO 10063 M.B. 179-32-34
 TRACT NO. 32290 M.B. 858-9-16

1

00253

ASSESSOR'S MAP
 COUNTY OF LOS ANGELES, CALIF

THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO STREETS AND OTHER PARCELS. WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF INACCURACIES THEREIN.

→

D

**United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree**

**APPENDIX D
Option & Transfer Agreement**

The attached agreement, entitled "Option and Transfer Agreement," and dated as of June 1, 1998, by and between A.H.A.S., a California corporation, and Greenfield Monterey Park, L.L.C., a Washington limited liability company; the attached letter by Washburn, Briscoe & McCarthy, A Professional Corporation, counsel and agent for, and on behalf of, Greenfield Monterey Park, L.L.C., and The Law Office of Michael A. Barth, counsel and agent for, and on behalf A.H.A.S., Inc. and dated as of May 31, 2000; and the attached agreement, entitled "Second Amendment to the Option and Transfer Agreement," and dated as of May 20, 2000, by and between A.H.A.S., a California corporation, and Greenfield Monterey Park, L.L.C., a Washington limited liability company, shall together comprise the Option & Transfer Agreement.

//
//

WASHBURN
BRISCOE &
MCCARTHY

A Professional Corporation

May 31, 2000

VIA FACSIMILE

Michael Barth, Esq.
Law Offices of Michael Barth
31 Malaga Cove Plaza
Palos Verdes Estates, California 90274

Re: Option and Transfer Agreement Between A.H.A.S., Inc. and
Greenfield Monterey Park, L.L.C., Dated as of June 1, 1998 (the "Option
Agreement") with Respect to the Real Property Located at the NWQ
Paramount Boulevard and California Highway 60, Monterey Park, California

Dear Michael:

This letter will serve to confirm our conversation of this morning. Please refer to Section 1 of the Option Agreement. In subsection 1.1 thereof, it is provided that the Option Expiration Date shall be the earlier of i) the Closing Date (as defined in the Option Agreement), or ii) the last day of the twenty-fourth (24th) month after the Effective Date, i.e., May 31, 2000. We agreed this morning that subsection 1.1 of the Option Agreement is modified to provide that the Option Expiration Date shall be the earlier of i) the Closing Date, or ii) June 30, 2000. We also agreed this morning that the Option Consideration shall be prepaid in full today. Upon receipt of Option Consideration, would you please mark the original Option Consideration Note "Paid", and return the original thereof, so marked, to me.

As you know, we are in the process of documenting an amendment to the Option Agreement, which encompasses more issues than are set forth in the previous paragraph. We have agreed to extend the Option Expiration Date to an outside date of September 30th. In addition, with respect to in-lieu rent payments from Greenfield to A.H.A.S., we have agreed that should the pending Consent Decree be executed by EPA and DoJ on or before June 30th, that Greenfield shall make such in-lieu rental payments for the month of July, 2000, on or before June 30, 2000, and should the Consent Decree not be executed by EPA and DoJ on before June 30th, that Greenfield shall make the in-lieu rental payments for July, August and September or before June 30th. Accordingly, this letter amendment is intended

87649 V01

00255

Michael Barth, Esq.
May 31, 2000
Page 2

to be an interim arrangement, allowing us adequate time to document the aforementioned agreements and obtain the concurrence of the Steering Committee and EPA thereto. I will commence immediately to draft the aforementioned amendment to the Option Agreement.

This letter agreement is not intended to reduce the in-lieu payments that accrue under the various Agreements to Terminate leases of certain A.H.A.S. tenants previously entered into between our clients, but may accelerate the timing of the in-lieu payments required under those agreements. Greenfield shall continue to be responsible for the payment of all in-lieu rental payments that accrue under the Agreements to Terminate the various leases of former tenants.

Please confirm the foregoing by counter-signing this amendment below. Thank you for your courtesies and cooperation in this matter.

Very truly yours,

Washburn, Briscoe & McCarthy,
A Professional Corporation,
Authorized Agent for Greenfield Monterey Park,
L.L.C., a Washington limited liability company,
for the purpose of entering into this amendment
to the Option Agreement

By: 
Richard H. Rosenthal

SO AGREED

A.H.A.S., Inc., A California corporation

By: Michael A. Barth, Esq.
A Professional Corporation,
its authorized agent for the purpose of entering
into this amendment to the Option Agreement

By: _____
Michael A. Barth, Esq.
President

RHR:amf

Michael Barth, Esq.
May 31, 2000
Page 2

to be an interim arrangement, allowing us adequate time to document the aforementioned agreements and obtain the concurrence of the Steering Committee and EPA thereto. I will commence immediately to draft the aforementioned amendment to the Option Agreement.

This letter agreement is not intended to reduce the in-lieu payments that accrue under the various Agreements to Terminate leases of certain A.H.A.S. tenants previously entered into between our clients, but may accelerate the timing of the in-lieu payments required under those agreements. Greenfield shall continue to be responsible for the payment of all in-lieu rental payments that accrue under the Agreements to Terminate the various leases of former tenants.

Please confirm the foregoing by counter-signing this amendment below. Thank you for your courtesies and cooperation in this matter.

Very truly yours,

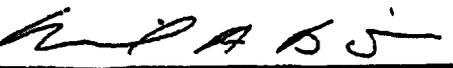
Washburn, Briscoe & McCarthy,
A Professional Corporation,
Authorized Agent for Greenfield Monterey Park,
L.L.C., a Washington limited liability company,
for the purpose of entering into this amendment
to the Option Agreement

By: _____
Richard H. Rosenthal

SO AGREED

A.H.A.S., Inc., A California corporation

By: Michael A. Barth, Esq.
A Professional Corporation,
its authorized agent for the purpose of entering
into this amendment to the Option Agreement

By: 
Michael A. Barth, Esq.
President

RHR:amf

00257

SECOND AMENDMENT
TO OPTION AND TRANSFER AGREEMENT
BETWEEN
GREENFIELD MONTEREY PARK, L.L.C.
AND
A.H.A.S., INC.

This agreement (the "**Second Amendment**") is entered into as of May 20, 2000, by and between GREENFIELD MONTEREY PARK, L.L.C., a Washington limited liability company, ("**Transferee**") and A.H.A.S., a California corporation ("**Transferor**"), in consideration of the respective agreements set forth below and for other valuable consideration the receipt and sufficiency of which are acknowledged.

Transferee and Transferor agree to amend that certain Option and Transfer Agreement dated as of June 1, 1998, as amended, (the "**Initial Agreement**") as follows:

1. Transferor and Transferee hereby acknowledge that this Agreement is in full force and effect, and that neither Transferee nor Transferor has terminated the Initial Agreement and cancelled the escrow described in the Initial Agreement.
2. The following underlined words are hereby added to, and the following stricken words are hereby deleted from, the text of Section 1.1 (which is renumbered Section 1.1.1 [the title of Section 1.1 shall remain "**Grant and Term of Option**"]):

1.1.1 The Initial Option Period. The term of the Option (the "**Option Period**") shall commence on the Effective Date and shall terminate at 5:00 p.m., California time, on the earlier of (i) the Closing Date, or (ii) ~~the last date of the twenty-fourth (24th) month after the Effective Date June 30, 2000~~ (the "**Option Expiration Date**"); provided, however, that the Option Period may be extended as set forth in Section 1.1.2, unless the Option is earlier terminated by (i) Transferee's exercise of the Option prior to the Option Expiration Date, or (ii) Transferee notifying Transferor in writing prior to the Option Expiration Date that it does not wish to exercise the Option. In no event shall the Option Period extend beyond September 30, 2000.

3. The following section is added as Section 1.1.2:

1.1.2 "The Extended Option Periods. The Option Period may be extended as follows:

- 1.1.2.1 If the Final Consent Decree is not in existence, and Escrow has not closed, on or before June 27, 2000, and on or before June 27, 2000 Transferee pays Transferor the sum of Sixty Thousand Dollars (\$60,000.00) in satisfaction of its obligations under Transferor's and Transferee's agreements concerning the payment of rent for prior tenants of the Real Property (an "**In-lieu Rent**

Payment"), the Option Period shall be extended to and including August 31, 2000;

1.1.2.2 If the Final Consent Decree is not in existence, and Escrow has not closed, on or before August 31, 2000, and on or before August 31, 2000 Transferee pays Transferee the sum of Thirty Thousand Dollars (\$30,000.00) as an In-lieu Rent Payment", the Option Period shall be extended to and including September 30, 2000;

1.1.2.3 If, prior to the Option Expiration Date (as the same may be extended as set forth herein) the Final Consent Decree has come into existence but Escrow has not closed , provided that the Transferee makes the In-lieu Rent Payments set forth in Sections 1.1.2.1 and 1.1.2.2 hereof, the Option Expiration Date shall be deemed extended to the fifteenth (15th) Business Day after the delivery to Transferee of written notice of the delivery to Escrow of the documents and funds described in Section 2.3.1; and

1.1.2.4 In no event shall the Option Period extend beyond September 30, 2000."

4. The following underlined words are hereby added to, and the following stricken words are hereby deleted from, the second sentence of Section 1.2:

"Exercise of the Option. Transferee shall exercise the Option, if at all, by giving written notice thereof (the "**Notice of Exercise**") to Transferor prior to the Option Expiration Date. The Notice of Exercise shall not be an effective exercise of the Option if the Notice of Exercise is delivered prior to the last to occur to of (i) the existence of a Consent Decree between Transferor and the United States from which no appeal has been, or can be, taken (a "**Final Consent Decree**"), or (ii) payment of Seventy-five Thousand Dollars (\$75,000.00), ~~and (iii) the existence of the agreement described in paragraph 7 of EXHIBIT I (the "Access and Cooperation Agreement")~~. In the event Transferee exercises the Option as provided herein, then from the date of such exercise Transferee agrees to purchase the Property from Transferor and Transferor agrees to sell the Property to Transferee in accordance with the provisions set forth in Section 2.

5. Subsections numbered 2.2.1 and 2.2.2 in Section 2.1 shall be renumbered as 2.1.1 and 2.1.2, respectively.

6. The following underlined words are hereby added to, and the following stricken words are hereby deleted from, Section 2.3.1:

00259

"Transferor's Escrow Deposits. On or before the date set forth in the Final Consent Decree for the transfer by Transferor of title to the Property, or in the event that no such date is specified in the Consent Decree, the ~~thirtieth-fifth~~ (305th) Business Day after the Final Consent Decree comes into existence, Transferor shall deliver to the Escrow Agent, the following":

7. **Additional Conditions Precedent**

7.1 As a condition precedent to Transferor's and Transferee's obligations to close Escrow as set forth herein, Transferor and Transferee shall execute, acknowledge, deliver to Escrow for recordation and cause the recordation thereof at Closing, the Easement and Development Agreement in the form mutually agreed upon by Transferor and Transferee.

7.2 Transferee's payments of the In-lieu Rent Payments as set forth in Section 1.1.2, shall be a condition precedent to Transferor's obligations to close Escrow as set forth herein.

8. The following underlined words are hereby added to, and the following stricken words are hereby deleted from, Section 2.5:

"Escrow Instructions; Recordation and Filing; Disbursement of Funds .

Upon execution of this Agreement, and the execution of any amendment(s) hereto, the parties hereto shall deposit an executed counterpart of this Agreement and any amendment(s) hereto with the escrow holder and these instruments shall serve as the instructions to the escrow holder for consummation of the purchase and sale contemplated hereby. Transferor and Transferee agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the escrow or Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any amendment(s) hereto and any supplementary escrow instructions, the terms of this Agreement, as amended, shall control. At Closing, the escrow or Title Company shall record, among all of the appropriate public records, all documents to be recorded, disburse all funds, and deliver all original documents and copies thereof, in accordance with the terms of this Agreement, and any additional and supplementary escrow instructions."

9. The following underlined words are hereby added to, and the following stricken words are hereby deleted from, Exhibit B:

"Purchase Price: \$ 5,133,000.00, (i) plus (a) interest thereon in the event that the Closing occurs after November 30, 1999, at the rate of nine percent (9%) per annum, from and after December 1, 1999 to the Closing Date, and (b) in the event that Transferor, EPA, Members of the Steering Committee or New Cure contribute funds to Transferee or a Developer for the remediation of the Property, the Purchase Price shall increase by such amounts, and (ii) less (x)

00260

the amounts of any Deposits (excluding interest thereon) that have been paid as set forth in Section 2.1 of the Option Agreement, (y) \$1,500,000.00 (as a credit against the Purchase Price to reflect the payment made by Southern California Edison pursuant to the Consent Decree), and (z) \$150,000.00 (as a credit against accrued interest otherwise due under the Deposit Note). The Purchase Price will be paid to the person that is designated in the Final Consent Decree to receive the Purchase Price ("**Holder**")."

10. Payment of the Option Consideration. Transferee has delivered to Transferor the Option Consideration Note, which provides for Transferee to pay Transferor \$75,000 on the Maturity Date (defined therein), and to prepay such amount at any time. In consideration of Transferor's agreement to modify the Initial Agreement as set forth herein, Transferee has prepaid the Option Consideration and Transferor hereby acknowledges such prepayment.

11. Refund of Excess In-Lieu Rent Payments. In-lieu Rent Payments shall be prorated as set forth in Section 2.4 of the Initial Agreement on the basis of a 30 day month, and any excess payments by Transferee shall be paid Transferee by Transferor on the Closing Date, outside of escrow.

12. This Second Amendment may be executed in a number of identical counterparts. Each of the counterparts will be deemed an original for all purposes and all counterparts will collectively constitute one Second Amendment.

13. To the extent that terms and conditions of this Second Amendment are inconsistent with the terms and conditions of the Initial Agreement, the terms and conditions of this Second Amendment shall control. In all other respect the terms and

00261

conditions of the Initial Agreement remain in full force and effect, and are hereby ratified and confirmed.

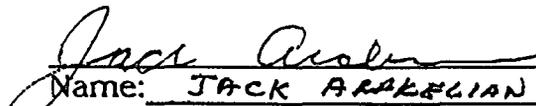
IN WITNESS WHEREOF, Transferor and Transferee each has executed and delivered this Agreement as its own free act and deed.

TRANSFEEE: GREENFIELD MONTEREY PARK, L.L.C.
a Washington limited liability company

By: Greenfield Holdings, L.L.C.
A Washington limited liability company
Its managing member

By: _____
Name: George Blackstone
Title: Managing Member

TRANSFEROR: A.H.A.S., INC., a California corporation

By:  _____
Name: JACK ARABELIAN
Title: PRESIDENT

By: _____
Name: _____
Title: _____

**United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree**

**APPENDIX D
Option & Transfer Agreement**

The attached agreement, entitled "Option and Transfer Agreement," and dated as of June 1, 1998, by and between A.H.A.S., a California corporation, and Greenfield Monterey Park, L.L.C., a Washington limited liability company; the attached letter by Washburn, Briscoe & McCarthy, A Professional Corporation, counsel and agent for, and on behalf of, Greenfield Monterey Park, L.L.C., and The Law Office of Michael A. Barth, counsel and agent for, and on behalf A.H.A.S., Inc. and dated as of May 31, 2000; and the attached agreement, entitled "Second Amendment to the Option and Transfer Agreement," and dated as of May 20, 2000, by and between A.H.A.S., a California corporation, and Greenfield Monterey Park, L.L.C., a Washington limited liability company, shall together comprise the Option & Transfer Agreement.

//
//

ORIGINAL

OPTION AND TRANSFER AGREEMENT

between

A.H.A.S., INC.

and

**GREENFIELD MONTEREY PARK, L.L.C.
doing business as Greenfield Development**

**NWQ Paramount Boulevard & California Highway 60
Monterey Park, California**

AS OF JUNE 1, 1998

TABLE OF CONTENTS

RECITALS 1

1. OPTION AGREEMENT 2

 1.1 Grant and Term of Option 2

 1.2 Exercise of the Option 2

 1.3 Option Consideration 2

 1.4 Right of Entry; Review of Documents 3

 1.4.1 Right of Entry 3

 1.4.1.1 Entry Onto The Property 3

 1.4.1.2 Insurance 3

 1.4.2 Review of Documents 4

 1.5 Preliminary Commitment 4

 1.6 Tenant Estoppel Certificates 5

 1.7 Memorandum of Option 5

2. TERMS AND CONDITIONS OF SALE 5

 2.1 Deposits and Purchase Price 5

 2.2.1 Deposits 5

 2.2.2 Purchase Price 5

 2.2 Conveyance of the Property 5

 2.2.1 The Closing 5

 2.2.2 Conveyance of The Property 6

 2.2.2.1 Assignment of Leases and Notices to Tenants 6

 2.2.2.2 Assignment of Tangible Personal Property 6

 2.2.2.3 Assignment of Intangible Property 6

 2.2.2.4 Conveyance of the Real Property 6

 2.2.2.5 Title Policy 7

 2.3 Escrow Deposits 7

 2.3.1 Transferor's Escrow Deposits 7

 2.3.2 Transferee's Escrow Deposits 8

 2.3.3 Additional Instruments and Documentation 9

 2.4 Closing Costs and Prorations 9

 2.5 Escrow Instructions; Recordation and Filing; Disbursement of Funds 9

 2.6 Closing Conditions 9

 2.6.1 Transferee's Closing Condition 9

 2.6.1.1 Condition of Property 9

 2.6.1.2 Termination of Disapproved Instruments 9

 2.6.1.3 Delivery of the Title Policy 9

 2.6.1.4 Delivery of Closing Documents 10

 2.6.2 Transferor's Closing Conditions 10

 2.7 Failure of Closing Conditions 10

 2.8 Possession 10

 2.9 Liability Insurance 11

3. GENERAL PROVISIONS 11

3.1	<u>Operation and Maintenance of Property by Transferor Prior to Closing</u>	11
3.2	<u>Cooperation</u>	11
3.2.1	<u>Cooperation Between Transferor and Transferee Regarding the Development of the Property and the Remediation of the South Parcel</u>	11
3.2.2	<u>Cooperation in the Obtainment of Governmental Permits</u>	12
3.2.3	<u>Cooperation with Regard to the Cleanup Agreement</u>	13
3.2.4	<u>Cooperation With Respect To The Consent Decree</u>	13
3.3	<u>Representations and Warranties</u>	13
3.3.1	<u>Transferor's Representations and Warranties</u>	13
3.3.2	<u>Transferee's Representations and Warranties</u>	14
3.4	<u>Eminent Domain</u>	14
3.5	<u>Events of Default</u>	15
3.5.1	<u>By Transferor</u>	15
3.5.2	<u>By Transferee</u>	15
3.6	<u>Miscellaneous</u>	15
3.6.1	<u>Notices</u>	15
3.6.2	<u>Brokers</u>	16
3.6.3	<u>Amendments</u>	17
3.6.4	<u>Intentionally Omitted</u>	17
3.6.5	<u>Governing Law</u>	17
3.6.6	<u>Entire Agreement</u>	17
3.6.7	<u>Intentionally Omitted</u>	17
3.6.8	<u>Intentionally Omitted</u>	17
3.6.9	<u>Waiver</u>	17
3.6.10	<u>Merger</u>	17
3.6.11	<u>Transfer of the Property, Amendment of the Agreement and Release of Transferor</u>	18
3.6.11.1	<u>Transferee's Right of Assignment</u>	18
3.6.11.2	<u>Transferor's Right of Assignment</u>	18
3.6.11.3	<u>Release:</u>	18
3.6.12	<u>Negotiation and Construction</u>	18
3.6.13	<u>Counterparts</u>	18
3.6.14	<u>Successors and Assigns</u>	18
3.6.15	<u>Exhibits and Schedules</u>	19
3.6.16	<u>Right to Waive Conditions</u>	19
3.6.17	<u>Intentionally Omitted</u>	19
3.6.18	<u>Partial Invalidity</u>	19
3.6.19	<u>Intentionally Omitted</u>	19
3.6.20	<u>Up-Dates</u>	19
3.6.21	<u>Plurality and Gender</u>	19
3.6.22	<u>Definitions</u>	19
3.6.23	<u>No Third-Party Beneficiary</u>	19
3.6.24	<u>Consistency With The Final Consent Decree</u>	19
3.6.25	<u>MPL Settlement</u>	19

EXHIBITS AND SCHEDULES

Exhibits	Description
A	Legal Description
B	Term Sheet
C	Deposit Note
D	Purchase Money Promissory Note
E	Purchase Money Deed of Trust
F	Tenant Estoppel Certificate
G	Members of the Steering Committee
H	Memorandum of Option Agreement
I	Description of Development Matters
J	Assignment Of Leases
K	Bill Of Sale
L	Assignment Of Intangible Property
M	Notice to Tenants
N	Deed
O	Option Consideration Note

Schedules	Description
1	Assigned Leases and Agreements
2	Tangible Personal Property
3	Intangible Personal Property

INDEX TO DEFINED TERMS

Term	Section Defined
Access and Cooperation Agreement	1.2
Agreement	First Paragraph
Assignment of Intangible Property	2.2.2.3
Assignment of Leases	2.2.2.1
Bill of Sale	2.2.2.2
CERCLA	Second Recital
Cleanup Action Plan	Exhibit I
Cleanup Agreement	3.2.3
Closing	2.2.1
Closing Date	2.2.1
Consent Decree	Third Recital
Deed	2.2.2.4
Deposits	2.2.1
Developer	Fifth Recital
Development Matters	Exhibit I
Effective Date	First Paragraph
Environmental Approvals	Exhibit I
EPA	1.3
Final Consent Decree	1.2
Greenfield	First Paragraph
Holder	Exhibit B
Intangible Property	2.2.2.3
Leases	1.4.2
Legal Description	First Recital
Members of the Steering Committee	1.4.1.1
MPL Settlement Agreement	3.6.25
New Cure	1.3
Notice of Exercise	1.2
OII Superfund Site	Second Recital
Option	1.1
Option Consideration	1.3
Option Expiration Date	1.1
Option Period	1.1
Parties	3.6.7.1
Permitted Exceptions	1.5
Preliminary Commitment	1.5
Project	Fifth Recital
Property	First Recital
Purchase Price	2.2.2
Real Property	First Recital
South Parcel	Third Recital

Steering Committee	1.3
Survey	1.5
Tangible Personal Property	2.2.2.2
Tenant Estoppel Certificate	1.6
Title Company	1.5
Title Policy	2.2.2.5
Transferee	First Paragraph
Transferor	First Paragraph
Trust	Third Recital

OPTION AND TRANSFER AGREEMENT

This OPTION AND TRANSFER AGREEMENT (this "**Agreement**") is entered into as of June 1, 1998 (the "**Effective Date**"), between A.H.A.S. INC., a California corporation ("**Transferor**") and GREENFIELD MONTEREY PARK, L.L.C., a Washington limited liability company, doing business as GREENFIELD DEVELOPMENT ("**Greenfield**" or "**Transferee**").

RECITALS

WHEREAS, Transferor is the owner of the Property described in this Agreement, which consists of (i) the real property described in EXHIBIT A (the "**Legal Description**") attached to this Agreement, together with all of Transferor's rights, title and interests in and to any improvements located on the real property, and all of Transferor's rights, title and interests in and to any mineral rights (collectively, the "**Real Property**"), (ii) the Tangible Personal Property, and (iii) the Intangible Property (collectively, the "**Property**"), and an affiliated entity, Operating Industries, Inc., is the owner of a parcel across the Pomona freeway known as the South Parcel (the "**South Parcel**"). The Real Property that is conveyed to Transferor may be less the Remediation Parcel as set forth in Section 2.2.2.4;

WHEREAS, Transferor may have certain liabilities under the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("**CERCLA**") 42 U.S.C. 9601 et seq. arising out of the operations that Transferor has conducted on the Property and the South Parcel (collectively, the "**OII Superfund Site**") and Transferor's ownership of the OII Superfund Site;

WHEREAS, Transferor and EPA are negotiating the terms and conditions of a consent decree between Transferor and the United States pursuant to 42 U.S.C. § 122(d)(1) et seq. (the "**Consent Decree**"), which is intended to provide for the establishment of a trust or other entity (the "**Trust**") that will be formed to, among other things, remediate the South Parcel, receive funds that are intended to be applied to the remediation of the South Parcel including, without limitation, the Purchase Price, and take title to the Property in the event that Transferor or a Developer does not proceed with the development of the Project.

WHEREAS, Transferor and Transferee wish to now enter into this Agreement in order to facilitate the settlement of Transferor's alleged liabilities under CERCLA, and the development of the Property.

WHEREAS, New Cure, on behalf of the Steering Committee, has had discussions with Transferee regarding the purchase of the Property and the development thereof. In order to obtain New Cure's commitment not to oppose the development of the Property and to support the development of the Property and to cooperate with Transferee in the development of the Property, Transferee agrees that the development of the Property by Transferee shall not be at the expense or cost of EPA, New Cure or the Steering Committee,

and that Transferee shall not solicit, or encourage the cities of Monterey Park or Montebello to solicit, any funding from EPA in connection with development of the Property by Transferee.

WHEREAS, Transferee intends to remediate the Property and construct all or part of the infrastructure that is needed for the development of the Property, with the intention of then selling the Property to a developer (the "**Developer**") who shall build a shopping center on the Property (the "**Project**");

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other valuable consideration the receipt and sufficiency of which are acknowledged, Transferor and Transferee agree as follows:

1. OPTION AGREEMENT

1.1 Grant and Term of Option. In consideration for the delivery to Transferor at the time of execution of this Agreement of the Option Consideration Note, Transferor hereby grants to Transferee the exclusive right and option (the "**Option**") to purchase the Property, together with all rights, privileges, hereditaments and appurtenances thereto, for a purchase price and on such terms and conditions as are set forth on **EXHIBIT B**. The term of the Option (the "**Option Period**") shall commence on the Effective Date and shall terminate at 5:00 p.m., California time, on the earlier of (i) the Closing Date, or (ii) the last day of the twenty-fourth (24th) month after the Effective Date (the "**Option Expiration Date**"), unless the Option is earlier terminated by (i) Transferee's exercise of the Option prior to the Option Expiration Date, or (ii) Transferee notifying Transferor in writing prior to the Option Expiration Date that it does not wish to exercise the Option.

1.2 Exercise of the Option. Transferee shall exercise the Option, if at all, by giving written notice thereof (the "**Notice of Exercise**") to Transferor prior to the Option Expiration Date. The Notice of Exercise shall not be an effective exercise of the Option if the Notice of Exercise is delivered prior to the last to occur of (i) the existence of a Consent Decree between Transferor and the United States from which no appeal has been, or can be, taken (a "**Final Consent Decree**"), (ii) payment of Seventy-five Thousand Dollars (\$75,000.00), as set forth in Section 1.3, and (iii) the existence of the agreement described in paragraph 7 of **EXHIBIT I** (the "**Access and Cooperation Agreement**"). In the event Transferee exercises the Option as provided herein, then from the date of such exercise Transferee agrees to purchase the Property from Transferor and Transferor agrees to sell the Property to Transferee in accordance with the provisions set forth in Section 2.

1.3 Option Consideration. The option consideration (the "**Option Consideration**") for the Option Period shall consist of the payment of Seventy-five Thousand Dollars (\$75,000.00) (the "**Option Consideration**") as set forth in the Option Consideration Note. Neither Transferor, the United States Environmental Protection Agency ("**EPA**"), the Steering Committee (a group of over 130 companies that has entered into several consent decrees with the EPA to remediate the OII Superfund Site (the "**Steering Committee**")) or New Cure, Inc., a Delaware corporation ("**New Cure**") shall be

responsible for the costs of pursuit of the Development Matters. If Transferee elects not to exercise its Option to purchase the Property, any reports, studies, results of investigations, data and other documentation (other than privileged information) with respect to the Development Matters which relate to the condition of the Real Property, will become the property of Transferor or its successors or assigns; provided, that such non-exercise does not arise out of an act or omission of Transferor, New Cure, the Steering Committee or EPA.

1.4 Right of Entry; Review of Documents.

1.4.1 Right of Entry.

1.4.1.1 Entry Onto The Property. Subject to the provisions of Section 1.4.1.2 regarding the obtainment of insurance coverage, during the term of this Agreement, Transferee and its agents shall have the right to enter the Property at reasonable times for the purpose, at Transferee's expense, of conducting feasibility studies, tests and investigations of the Property. Transferee will first obtain EPA's consent to such studies, tests and investigations if so required by EPA, and New Cure's consent to a study, test or investigation if such study, test or investigation would take place in an area where New Cure is conducting remedial activities; provided, that, New Cure (i) designates a representative who Transferee can contact by telephone to obtain permission to conduct such tests, (ii) New Cure responds to a request to conduct such testing, etc., within thirty-six (36) hours of Transferee's request therefor (New Cure's failure to deny such access within thirty-six (36) hours of request therefor shall be deemed consent). Transferee shall indemnify, defend and hold Transferor, EPA, New Cure and Members of the Steering Committee that are identified on EXHIBIT G ("**Members of the Steering Committee**"), and their respective officers, agents, and employees, harmless from and against (i) any mechanic's or other lien imposed on the Property or Transferor which arises out of such activities, and (ii) any and all liability, loss, cost and expense arising from (a) personal injury to persons or damage or loss to property to the extent that such arises from the conduct of such activities, and (b) the migration of Hazardous Substances caused by soil borings performed by Transferee in investigating the Property; provided, however, that Transferee shall have no liability to Transferor relating to preexisting contamination except to the extent such contamination is exacerbated by Transferee's activities. In the event this Agreement is terminated in accordance with the terms hereof and applicable law, in addition to Transferor's remedies set forth in Section 3.5.2, Transferee shall, as soon as possible and at Transferee's sole expense, repair any and all damage caused by Transferee in the conduct of such activities.

1.4.1.2 Insurance Prior to allowing any of Transferee's contractors to enter the Property pursuant to Section 1.4.1.1, Transferee shall cause such contractors to procure insurance of the types and with the limits set forth in EXHIBIT B from an insurance company or companies doing business in California, having an A.M. best rating of at least "A-X." Such insurance policies shall name Transferor and New Cure as an additional insured if such insurance can be obtained for less than 125% of the base premium. If any additional premium that is charged for making Transferor and/or New Cure additional insured exceeds twenty-five percent (25%) of the base premium, such contractors

shall procure such insurance if Transferor and/or New Cure agree to the amount of the premium in excess of 125% of the amount of the base premium. Transferor shall be obligated to comply with all policy terms and conditions.

1.4.2 Review of Documents. As soon as practical, at Transferee's sole cost and expense, Transferor shall make available to Transferee at a mutually agreed upon location all documents that concern or relate to the Property that Transferor has in its possession or under its control, other than those that contain privileged information, including, without limitation, a copy of any lease or tenancy agreement for any portion of the Property and any assignment or sublet thereunder, and any modifications thereof (individually, "Lease;" collectively, "Leases"). After the Final Consent Decree exists, Transferee is authorized to contact, discuss with and, if desired, retain said contractors, consultants, engineers, draftsmen and architects at Transferee's expense; provided, however, that such contact, discussion, and retention shall be permitted after execution of the Final Consent Decree if the Final Consent Decree provides that such contact, etc. does not result in the waiver of any of Transferor's privileges.

1.5 Preliminary Commitment. Transferor has obtained a Preliminary Report, Order No. 9823551-21 (the "Preliminary Commitment"), from First American Title Company of Los Angeles, 520 North Central Avenue, Glendale, California, 91203 (the "Title Company"). Transferee hereby agrees that the Property can be conveyed to Transferee subject to a lien for current taxes (but not special assessments) not yet delinquent, exception two (2) through twelve (12), inclusive, fourteen through twenty-one, inclusive (14 - 21), and twenty-three (23), as shown in the Preliminary Report, and such other matters as are shown on a Survey of the Property that are acceptable to Transferee; provided, however, that Exceptions Nos. 16, 17 and 18 relating to liens in favor of the United States, and exceptions relating to mineral rights, are removed from title in a manner acceptable to Transferee in its sole and absolute discretion. Transferee may, at its option and expense obtain a survey of the Property (the "Survey"). Transferor and Transferee agree to provide to the other a copy of any survey that Transferor or Transferee has in its possession, or subsequently obtains. At no expense to Transferor (except as otherwise agreed to by Transferor), Transferor will assist Transferee in removing exception nos. thirteen (13), twenty-two (22), exceptions relating to mineral rights, as set forth in the Preliminary Report, and such other exceptions to title that are shown on a Survey that are objectionable to Transferee. In the event the Real Property is subject to liens or encumbrances which may be removed by the payment of monies (other than liens and encumbrances relating to claims of Monterey Park Ltd., a California limited partnership), Transferor shall pay said monies at or prior to Closing so as to remove any such liens or encumbrances. Such exceptions, and any other exceptions agreed to by Transferee pursuant to the terms of this Agreement or any other agreement, e.g., a Prospective Purchaser Agreement between Transferee and the United States that, for example, contains deed restrictions, are collectively referred to herein as permitted exceptions (the "Permitted Exceptions"). The encumbrance referred to in Item 13 in the Preliminary Report shall be deemed satisfied by Transferor upon the performance of the obligations set forth in that certain First Amendment To Settlement Agreement dated as of DECEMBER 14, 1999, by and between Monterey Park, Ltd., Fred Drosch Company, Fred P. Drosch, Rudolph C. Shepard, The Robert S. Bennett Company, Inc.

and Robert S. Bennett on the one hand (collectively, "MPL and Associates"), and Transferor and Operating Industries, Inc., on the other hand, the recordation of the Agreement to Withdraw all Claims to Real Property as described therein and the issuance to Transferee of the Title Policy without an exception for any rights of MPL and Associates.

1.6 Tenant Estoppel Certificates. At Transferee's election, Transferee may seek a Tenant Estoppel Certificate from each tenant leasing space at the Real Property. At no cost to Transferor, Transferor shall cooperate with Transferee in the obtainment of such Tenant Estoppel Certificates. A "Tenant Estoppel Certificate" is a statement that is signed by the tenant and is substantially in the form of EXHIBIT F (the "Tenant Estoppel Certificate").

1.7 Memorandum of Option. On execution of this Agreement, Transferor and Transferee shall execute and record in the official records of Los Angeles County, California, a memorandum of option in the form of EXHIBIT H, attached. Transferee shall pay the costs of recordation. Transferee covenants to execute concurrently herewith and deliver to the Title Company, a quitclaim deed in recordable form releasing and reconveying to Transferor all right, title and interest of Transferee in the Property, which deed shall be recordable on the expiration or earlier termination of the term of this Agreement.

2. TERMS AND CONDITIONS OF SALE.

2.1 Deposits and Purchase Price.

2.2.1 Deposits. At such time that the Trust is formed, and within five (5) days of Transferee being informed of the formation of the Trust, the specific name thereof, the name of the trustee thereof and where payments are to be made, Transferee shall insert the name of such trustee as the payee and otherwise complete the Deposit Note, execute the Deposit Note and deliver the Deposit Note to such trustee. Thereafter, Transferee shall make earnest money deposits (the "Deposits") as set forth in the Deposit Note. It is intended that A.H.A.S. shall not receive all or any part of the Deposits, which shall be used for Trust purposes.

2.2.2 Purchase Price. The total purchase price for the Property is the amount set forth on EXHIBIT B (the "Purchase Price"). On the Closing Date, the Purchase Price shall be paid as set forth in EXHIBIT B.

2.2 Conveyance of the Property.

2.2.1 The Closing. Conveyance of the Property (the "Closing") shall take place in escrow at the Title Company acting as escrow agent. The Closing will occur on the fifteenth (15th) Business Day after the delivery to Transferee of written notice of the delivery to escrow of the documents and funds described in Section 2.3.1 (the "Closing Date"). Notwithstanding anything to the contrary set forth herein, the Closing shall be contingent on the existence of the Final Consent Decree.

2.2.2. Conveyance of The Property. On the Closing Date,

2.2.2.1 Assignment of Leases and Notices to Tenants.

Transferor shall assign to Transferee and Transferee shall assume all Leases that are to remain in full force and effect after the Closing Date, which assignment will be in the form attached to this Agreement as EXHIBIT J (the "Assignment of Leases"). Transferee shall notify Transferor in a timely manner and in accordance with the terms of the Leases, which Leases are to remain in effect after the Closing Date, and which Leases shall be terminated prior to Closing (provided that such Leases can be terminated in accordance with the terms thereof). Transferor shall deliver to Transferee at the Closing the originals of all Leases. On the Closing Date of the conveyance of the Property from the Successor Entity to Transferee, Transferor shall provide to Transferee a letter, executed by Transferor and in the form attached to this Agreement as EXHIBIT N (the "Notice to Tenants"), advising all tenants that will remain on the Property after Closing, that the Property has been sold to Transferor, which obligation shall survive the delivery of the Deed.

2.2.2.2 Assignment of Tangible Personal Property.

Transferor shall sell, convey, and assign to Transferee certain tangible personal property that is mutually agreed upon by the Transferor and Transferee (the "Tangible Personal Property"), which assignment will be in the form of the Bill of Sale attached to this Agreement as EXHIBIT K (the "Bill of Sale").

2.2.2.3 Assignment of Intangible Property. Transferor shall assign to Transferee and Transferee shall assume (other than Transferor's rights and obligations under the MPL Settlement Agreement) certain intangible property that is mutually agreed upon by the Transferor and Transferee (the "Intangible Property"), which assignment will be in the form attached to this Agreement as EXHIBIT L (the "Assignment of Intangible Property"). The Intangible Property shall include, but not necessarily be limited to, Transferor's rights to enforce the MPL Settlement Agreement and any ancillary agreement, including, the escrow instructions attached thereto.

2.2.2.4 Conveyance of the Real Property. On the Closing Date, Transferor shall convey to Transferee insurable and marketable fee simple title to the Real Property by duly executed and acknowledged grant deed in the form attached hereto as EXHIBIT N (the "Deed"), subject only to the Permitted Exceptions. Such conveyance shall not include the thermal destruction facility and the leachate treatment plant, nor any existing improvements that are ancillary thereto such as gas transmission lines, leachate disposal lines, or other facilities, improvements or structures. Transferor shall also deliver to Transferee an affidavit in form reasonably acceptable to Transferee, certifying that Transferor is not a "foreign person" within the meaning of Section 1445(e)(3) of the Internal Revenue Code of 1986, as amended, and a California 590-RE/597 form (as applicable). Notwithstanding anything to the contrary set forth herein, it is anticipated that in connection with the obtainment of permits and approvals for the Project, that the Real Property will be subdivided and that the parcel (the "Remediation Parcel") that contains the thermal destruction facility, the leachate treatment plant and areas for

ancillary uses, will be subdivided from the remainder of the Real Property. If that occurs prior to the conveyance of the Property to Transferee, (i) the Real Property shall be deemed to consist of the real property as described on EXHIBIT A less the Remediation Parcel, and (ii) such Remediation Parcel will be transferred by Transferor to the person or entity designated in the Final Consent Decree to hold title to such site, for the purposes of facilitating the remediation of the South Parcel. If, on the other hand, the Remediation Parcel is subdivided from the remainder of the Real Property after conveyance to Transferee of the Real Property, Transferee shall then convey the Remediation Parcel within thirty (30) days after recordation of a parcel or subdivision map that effectuates such subdivision, to the person or entity designated in the Final Consent Decree to hold title to the Remediation Parcel. Such conveyance shall be in the form of a standard form grant deed;

2.2.2.5 Title Policy. Transferor shall cause Title Company to issue to Transferee at the Closing an extended coverage owner's policy of title insurance (A.L.T.A. Form B-1970, as revised 10/17/70 and 10/17/84) insuring Transferee's title to the Real Property subject only to the Permitted Exceptions and on such other terms and conditions as are set forth in the Final Consent Decree (the "Title Policy"). The Title Policy must be dated as of the Closing Date. The Title Policy must contain such endorsements and additional coverage as Transferee may reasonably require. If Title Company is unwilling or unable to issue any endorsement or additional coverage requested by Transferee beyond the standard terms of an extended coverage policy, then Transferee may, as its sole remedy, either (i) proceed to Closing without the endorsements or additional coverage or (ii) elect to terminate this Agreement by written notice to Transferor. In the event the Real Property is subject to liens or encumbrances which may be removed by the payment of monies (other than liens and encumbrances relating to claims of Monterey Park Ltd., a California limited partnership), Transferor shall pay said monies at or prior to Closing so as to remove any such liens or encumbrances.

2.3 Escrow Deposits.

2.3.1 Transferor's Escrow Deposits. On or before the date set forth in the Final Consent Decree for the transfer by Transferor of title to the Property, or in the event that no such date is specified in the Consent Decree, the thirtieth (30th) day after the Final Consent Decree comes into existence, Transferor shall deliver to the Escrow Agent, the following:

2.3.1.1 the duly executed and acknowledged Deed pursuant to Section 2.2.4 in the form attached to this Agreement as EXHIBIT N;

2.3.1.2 An affidavit in form reasonably acceptable to Transferee certifying that Transferor is not a "foreign person" within the meaning of Section 1445(e)(3) of the Internal Revenue Code of 1986, as amended, and a California 590-RE/597 form (as applicable);

2.3.1.3 a duly executed counterpart of the Assignment of Leases pursuant to Section 2.2.2.1 in the form attached to this Agreement as EXHIBIT J;

2.3.1.4 a duly executed Bill of Sale for the Tangible Personal Property pursuant to Section 2.22.2 in the form attached to this Agreement as EXHIBIT K;

2.3.1.5 a duly executed Assignment of Intangible Property pursuant to Section 2.2.2.3 in the form attached to this Agreement as EXHIBIT L;

2.3.1.6 the originals of all Leases;

2.3.1.7 any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered; and

2.3.1.8 a duly executed certificate reaffirming as of the Closing Date that all of Transferor's representations and warranties under this Agreement are true and correct.

2.3.2 Transferee's Escrow Deposits. On or before the Closing Date, Transferee shall deliver to Transferor, or the Escrow Agent, as the case may be, the following:

2.3.2.1 a duly executed Purchase Money Promissory Note in the form of EXHIBIT D hereto, in the original principal amount of the Purchase Price, and cash in an amount sufficient to pay Transferee's share of prorations (if any) and Transferee's Closing Costs, less Transferor's share of prorations (if any);

2.3.2.2 a duly executed and completed Purchase Money Deed of Trust pursuant to Section 2.2.1 in the form attached to this Agreement as EXHIBIT E;

2.3.2.3 a duly executed counterpart of the Assignment of Leases pursuant to Section 2.2.2.1 in the form attached to this Agreement as EXHIBIT J;

2.3.2.4 a duly executed Assignment of Intangible Property pursuant to Section 2.2.2.3 in the form attached to this Agreement as EXHIBIT L;

2.3.2.5 a duly executed Prospective Purchaser Agreement or Final Consent Decree by and between Greenfield and the United States, and others, if such an agreement has not already been executed;

2.3.2.6 an easement agreement in favor of the Trust, pursuant to the terms of the Access and Cooperation Agreement;

2.3.2.7 any other documents or instruments Transferee is obligated to provide pursuant to this Agreement (if any) in order to close this transaction; and

2.3.2.8 a duly executed certificate reaffirming as of the Closing Date that all of Transferee's representations and warranties under this Agreement are true and accurate.

2.3.3 **Additional Instruments and Documentation.** Transferor and Transferee shall each deposit any other instruments and documents that are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

2.4 **Closing Costs and Prorations.** Taxes (including personal property taxes on personal property), water, sewer and utility charges, amounts payable under the Contracts that are to be assigned to Transferee and other expenses normal to the operation and maintenance of the Property shall be prorated as of the Closing Date. Transferor shall pay all transfer taxes and the premium for a CLTA policy of title insurance, and any additional cost of the Title Policy will be paid by Transferee. Escrow fees will be paid by Transferee.

2.5 **Escrow Instructions; Recordation and Filing; Disbursement of Funds.** Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the escrow holder and this instrument shall serve as the instructions to the escrow holder for consummation of the purchase and sale contemplated hereby. Transferor and Transferee agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the escrow or Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control. At Closing, the escrow or Title Company shall record, among all of the appropriate public records, all documents to be recorded, disburse all funds, and deliver all original documents and copies thereof, in accordance with the terms of this Agreement, and any additional and supplementary escrow instructions.

2.6 **Closing Conditions.**

2.6.1 **Transferee's Closing Condition.** Transferee's obligation to consummate the purchase of the Property shall be subject to the satisfaction of the following conditions as of the Closing Date (collectively, the "Transferee's Closing Conditions"):

2.6.1.1 **Condition of Property.** The physical condition of the Property shall be substantially the same on the day of Closing as on the Effective Date, reasonable wear and tear and loss by casualty excepted.

2.6.1.2 **Termination of Disapproved Instruments.** Transferor terminating, or causing the termination of, any and all disapproved Leases and any other written agreements affecting the Property, required by Transferee to be terminated with an effective date of termination being on or before the Closing.

2.6.1.3 **Delivery of the Title Policy.** The Title Company shall

be prepared to issue the Title Policy to Transferee at the Closing, without conditions.

2.6.1.4 Delivery of Closing Documents. Transferor delivering as required herein all documents required for Closing hereunder, including, without limitation, the documents and instruments set forth in Section 2.3.1.

2.6.2 Transferor's Closing Conditions. Transferor's obligation to consummate the sale of the Property shall be subject to ("**Transferor's Closing Conditions**") (i) the existence of the Final Consent Decree, and (ii) Transferee delivering as set forth herein all documents and funds required for Closing hereunder, including, without limitation, the documents, funds and instruments set forth in Section 2.3.2.

2.7 Failure of Closing Conditions. If any or all of Transferee's or Transferor's Closing Conditions are not satisfied, or waived by Transferee or Transferor, as the case may be, on or before the Closing Date, the performing party shall notify the non-performing party in writing of those contingencies that have not been satisfied or otherwise waived (the "**Closing Conditions Failure Notice**"). The non-performing party shall have three (3) business days after the performing party has delivered to the non-performing party the Closing Conditions Failure Notice to notify the performing party in writing of the non-performing party's election either to (a) take such actions as may be necessary to cure such matters to the performing party's satisfaction prior to the date of Closing (as same may be extended), or (b) advise the performing party that the non-performing party will not cure such matters (the "**Non-performing Party's Conditions Notice**"). If the non-performing party elects not to cure such matters, then within three (3) business days after the performing party's receipt of Non-performing Party's Conditions Notice, the performing party, at its option, may elect to terminate this Agreement by delivering written notice thereof to the non-performing party. If the non-performing party elects to cure such matters as set forth in the Non-performing Party's Closing Conditions Failure Notice, the non-performing party shall promptly take any and all actions as may be necessary to cure same, and the date of the Closing may be extended for a period of time necessary to allow for the cure of such matters, which time period is reasonably acceptable to the performing party. If any of the Closing Conditions are not satisfied, or the period of time the Closing Date is to be extended to allow for the cure of such matters is not reasonably acceptable to the performing party, the performing party shall have the right at its sole election either to waive the condition in question and proceed with the purchase or, in the alternative, terminate this Agreement.

2.8 Possession. At the Closing, Transferor shall tender to Transferee (a) possession of the Real Property and the Tangible and Intangible Personal Property free and clear of all parties in possession, except under the Permitted Exceptions (which, subject to the terms hereof that concern termination of leaseholds, shall include the Tenants), and (b) all codes for the security devices (if any) of Transferor upon the Property. Transferor shall also make available to Transferee at the Property on the Closing Date: (a) all keys in Transferor's possession to the Property and copies of all books and records in Transferor's possession necessary for the orderly transition of operation of the Property; and (b) all documents in Transferor's possession constituting the Intangible Property.

2.9 Liability Insurance. Transferee shall use all reasonable efforts to have Transferor and New Cure named as additional insured on its CGL policies as of the Agreement Date and until the payoff of the Purchase Money Note; provided, however, that there is no additional charge therefor that New Cure does not elect to pay.

3. GENERAL PROVISIONS

3.1 Operation and Maintenance of Property by Transferor Prior to Closing. From the Effective Date until the earlier of the Closing or the Option Expiration Date, Transferor (i) shall maintain and operate the Property in a businesslike manner in compliance with applicable law and in accordance with Transferor's prior practices, (ii) shall maintain the Property in the same condition it was in on the Effective Date, normal wear and tear excepted, (iii) will not allow any lien to attach to the Property except the lien for ad valorem taxes that are not due and payable and any liens that result from the activities of Transferee, (iv) will not grant, create, or voluntarily allow the creation of, enter into or amend, extend, modify or change, any (a) easement, right-of-way, encumbrance, restriction or covenant, (b) Lease, if such modified Lease would be on terms less favorable to the landlord than existed prior to such modification, (c) license, option or other contract, (d) other right affecting the Property or any part thereof without Transferee's written consent first having been obtained, or (e) consent to the assignment of any Leases or subleasing of any of the Property; or enter into any new Lease of the Property or any portion thereof, and (v) will not convey the Real Property, or assign or otherwise transfer the Tangible or Intangible Personal Property, to any person other than Transferee without first obtaining Transferee's written consent thereto, which consent may be given or withheld in Transferee's sole and absolute discretion. Transferee and Transferor acknowledge that the provision of clause (v) hereof constitutes a restraint on alienation, and Transferor covenants, warrants and represents to Transferee that such restraint on alienation is reasonable, in that (i) the purpose of the transfer to Transferee of the Property is to facilitate settlement of EPA's claims against Transferor by facilitating the remediation and development of the Property, (ii) the remediation and development of the Property require, among other matters, the cooperation of owner of the Property with respect to numerous matters.

3.2 Cooperation.

3.2.1 Cooperation Between Transferor and Transferee Regarding the Development of the Property and the Remediation of the South Parcel. Transferor and Transferee shall cooperate with each other, and Transferor shall cooperate with Transferee, a Developer, and their respective employees, agents, contractors and representatives, in all matters involving the acquisition and development of the Property. Specifically, Transferor shall allow Transferee to obtain Estoppel Certificates as set forth in Section 1.6, and directly negotiate with any and all tenants and potential tenants concerning their tenancies (provided, however, that any proposed modifications to a lease shall be effective only after conveyance of the Property to Transferee, unless the prior written consent to such modification is first obtained from Transferor), and (b) execute any documents that are requested to be executed by Transferee and are reasonably necessary for the fulfillment of the matters set forth herein, provided that such documents do not impose

any additional liability or obligations on Transferor. Transferee and Transferor acknowledge that the development of the Property, the ultimate construction of the shopping center, the remediation of the Property and the remediation of the South Parcel will require a high degree of cooperation between Transferee, Transferor, EPA, New Cure and the Members of the Steering Committee, and Transferee and Transferor pledge to work together in good faith to accommodate the others requirements and resolve disputes.

3.2.2 Cooperation in the Obtainment of Governmental Permits.

During the term of this Agreement, Transferee will seek certain governmental permits and approvals to develop the Property, including, without limitation, a parcel or subdivision map. Transferor shall cooperate with Transferee, shall take all actions and join in all applications, or, at Transferee's election, designate Transferee to make such application(s) on Transferor's behalf as Transferee's agent, and shall execute all documents reasonably necessary to allow Transferee to pursue applications for and obtain such governmental permits and approvals, subject to the following terms and conditions:

3.2.2.1 Transferor shall not become obligated to pay any expense or assume any liability in connection with the obtainment of such governmental permits, and Transferee shall indemnify, defend, and hold harmless Transferor from any cost, loss, liability, or expense (including, without limitation, Transferor's attorney fees and defense costs) arising from or in connection with the obtainment of such governmental permits.

3.2.2.2 Without Transferor's prior written consent, no governmental permit or approval that shall impose or increase any lien, encumbrance, tax, assessment, or other obligation (financial or otherwise) on the Property, or change the status of the Property in any manner, or which would increase the financial or other burdens or obligations of ownership of the Property, or adversely affect the Transferor's ability to continue the current use of the Property, shall have any effect before payoff and satisfaction of the Purchase Money Note.

3.2.2.3 Transferee shall submit to Transferor, at least five (5) days before submission to the applicable governmental authority, copies of all applications and all studies, reports, and other documents that are part of such applications submitted for such governmental permits.

3.2.2.4 All applications and governmental permits submitted or issued in the name of Transferee shall, to the maximum extent permitted by law, be assignable to Transferor and shall, in the event of expiration or earlier termination of the Option, be assigned and transferred to Transferor.

3.2.2.5 All documents, applications, studies, reports, exhibits and other documents to be submitted to Transferor by Transferee shall be submitted to Transferor as set forth in Section 3.6.1.

3.2.3 Cooperation with Regard to the Cleanup Agreement.

Transferor warrants that neither it nor its officers, directors, partners, members or employees will directly or indirectly, or with or through other persons or entities, object to a prospective purchaser agreement, consent decree, or similar document, with the governmental agencies having jurisdiction over the environmental contamination at, on or about the OII Superfund Site, (the "Cleanup Agreement") or any aspect thereof or appeal or challenge the validity, entry or implementation of the Cleanup Agreement or any aspect thereof. Transferee acknowledges that Transferor is interested in the Cleanup Agreement and intends to, and shall have the right to, be involved in the negotiation of the Cleanup Agreement and intends to comment upon it to the EPA during the negotiation of it. Nevertheless, as all persons that are involved in the remediation of the OII Superfund Site have agreed to cooperate in good faith to effectuate the development of the Property, Transferor agrees that it shall not formally oppose the Cleanup Agreement or comment adversely upon it in public once it has been agreed to by EPA, unless Transferor determines in good faith that its interests are materially and adversely affected by the Cleanup Agreement.

3.2.4 Cooperation With Respect To The Consent Decree. As noted above Transferor and EPA are negotiating the terms and conditions of a Consent Decree between Transferor and the United States which is intended to provide for, among other things, the establishment of the Trust. Transferor shall exercise reasonable efforts to have the Final Consent Decree (i) provide for the conveyance and assignment of title to the Property to Transferee in accordance with the terms of this Agreement, (ii) provide for the establishment of the Trust on terms and conditions that are consistent with the terms hereof and empower the Trust to take such actions as it is necessary for the Trust to take to implement the provisions of this Agreement, and (iii) contain terms and conditions that do not diminish nor increase Transferee's rights and obligations hereunder. No later than thirty (30) days prior to the formation of the Trust, Transferor shall request of the EPA that the formation and governance documents of the Trust be submitted to Transferee for Transferee's review and comment thereon, which comments shall be transmitted to the EPA.

3.3 Representations and Warranties.

3.3.1 Transferor's Representations and Warranties. As of the Agreement Date, the Closing Date, and all times in-between, Transferor represents, warrants and covenants to Transferee as follows. The representations and warranties set forth in this Section 3.3.1 shall survive the conveyance of the Property until the earlier of (i) one (1) year after the transfer of the Property to a Developer, or (ii) the second anniversary of the conveyance of the Property from Transferor to Transferee.

3.3.1.1 Transferor has full power and authority to convey the Property. This Agreement (i) is duly authorized, executed and delivered by Transferor; and (ii) constitutes a legal, valid and binding obligation of Transferor and is enforceable against Transferor in accordance with its terms (except as the enforcement of this Agreement may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and similar

laws affecting creditors' rights generally and by equitable principles of general application). Subject to approval of the Final Consent Decree, neither the execution or delivery of this Agreement nor performance of Transferor's obligations under this Agreement violates, or will violate, any contract, agreement or judicial order to which Transferor is a party, or by which Transferor is otherwise bound. The person signing this Agreement on behalf of Transferor hereby represents and warrants, on behalf of Transferor, that he or she has full power and authority to do so and to fully bind Transferor. Transferor has not filed nor has been the subject of any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency law or laws for the composition of indebtedness or the reorganization of debtors.

3.3.1.2 To the best of the knowledge of Transferor, other than as set forth herein in Section 2.1, no person or entity, other than Transferee and Monterey Park Ltd., et al., has any right or option to acquire any interest in the Property.

3.3.1.3 To Transferor's actual knowledge, Transferor has complied with the provisions of Section 1.4.2.

3.3.1.4 To Transferor's actual knowledge, no representation or warranty made by Transferor in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the representation not misleading in light of the circumstances in which it is made.

3.3.2 Transferee's Representations and Warranties. As of the Agreement Date, the Closing Date, and all times in-between, Transferee represents and warrants to Transferor that this Agreement (i) is duly authorized, executed and delivered by Transferee; and (ii) constitutes a legal, valid and binding obligation of Transferee and is enforceable against Transferee in accordance with its terms (except as the enforcement of this Agreement may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting creditors' rights generally and by equitable principles of general application). Neither the execution or delivery of this Agreement nor performance of Transferee's obligations under this Agreement violates, or will violate, any contract or agreement to which Transferee is a party or by which Transferee is otherwise bound. The person signing this Agreement on behalf of Transferee hereby represents and warrants, on behalf of Transferee, that he or she has full power and authority to do so and to fully bind Transferee. Transferee has not filed nor has been the subject of any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency law or laws for the composition of indebtedness or the reorganization of debtors. The representations and warranties set forth in this Section 3.3.2 shall survive the conveyance of the Property until the earlier of (i) one (1) year after the transfer of the Property to a Developer, or (ii) the second anniversary of the conveyance of the Property from Transferor to Transferee.

3.4 Eminent Domain. Transferor shall promptly notify Transferee if it receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain that occur during the period from the Effective Date to and including the recordation of the Deed. If all or any part of the Property is taken by condemnation or

eminent domain, Transferee shall have the right, upon written notice to Transferor within fifteen (15) days after Transferor has notified Transferee, either to (i) terminate this Agreement, or (ii) elect to proceed with Closing in which event the Purchase Price shall not be reduced. If Transferee elects to proceed, Transferor shall, at Closing, assign Transferee Transferor's rights to and interest in any awards in condemnation or eminent domain, or damages of any kind, to which Transferor may have become entitled or may thereafter be entitled by reason of any exercise of the power of condemnation or eminent domain with respect to the Property or any portion thereof.

3.5 Events of Default.

3.5.1 By Transferor. If there is an event of default under this Agreement by Transferor (including a breach of any representation, warranty or covenant), Transferee shall give notice to Transferor (with a copy to the Title Company) specifying the default. Transferor shall have five (5) days after delivery of such notice to cure such default, if such default is capable of cure. If Transferor fails to cure such default within such five (5) day period or such default is not capable of cure, Transferee will be entitled, in addition to all other remedies available at law or in equity, (i) to specific performance of Transferor's obligations under this Agreement, or (ii) to terminate this Agreement by written notice to Transferor and Title Company. If Transferee terminates this Agreement, all documents will be immediately returned to the party who generated them; and (ii) Transferor shall pay any cancellation fee for the Preliminary Commitment. Upon such termination, the Transferee will have no further obligations under this Agreement except for any indemnity obligations of Transferee, and its obligations set forth in the Deposit Note.

3.5.2 By Transferee. If there is an event of default under this Agreement by Transferee prior to or after Closing (including, without limitation, a breach of any representation, warranty, covenant, or the Deposit Note or the Purchase Money Note), Transferor shall give notice to Transferee (with a copy to the Title Company) specifying the default. Transferee shall have five (5) days after delivery of such notice to cure such default, if such default is capable of cure. If Transferee fails to cure such default within such five (5) day period or such default is not capable of cure, Transferor will be entitled, in addition to all other remedies available at law or in equity, and except as limited by the terms of the Purchase Money Note and Purchase Money Deed of Trust, (i) to specific performance of Transferee's obligations under this Agreement, or (ii) to terminate this Agreement by written notice to Transferee and Title Company. If Transferor terminates this Agreement, all documents will be immediately returned to the party who generated them; and (ii) Transferee shall pay any cancellation fee for the Preliminary Commitment. Upon such termination, the Transferor will have no further obligations under this Agreement except for any indemnity obligations of Transferor

3.6 Miscellaneous.

3.6.1 Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices and other matters that are delivered

to a party, must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Transferor: c/o Michael A. Barth Esq.
Michael A. Barth, Esq.
A Professional Corporation
31 Malaga Cove Plaza
Palos Verdes Estates, California 90274
Telephone No.: (310) 375-3855
Telecopier No.: (310) 375-2825

**With a
Copy to** Shelby H. Moore, Jr., Esq.
Law Offices of Shelby H. Moore, Esq.
908 Camino Dos Rios
Thousand Oaks, California 91360-2359
Telephone No.: (805) 498-3279
Telecopier No.: (805) 499-6127

Transferee: Greenfield Monterey Park, L.L.C.
13102 North East 20th Street
Bellevue, Washington 98005
Telephone No.: (206) 885-2897
Telecopier No.: (206) 869-6474
Attention: George Blackstone

**With a
Copy to** Washburn, Briscoe & McCarthy
55 Francisco Street, Suite 600
San Francisco, California 94133
Telephone No.: (415) 421-3200
Telecopier No.: (415) 421-5044
Attention: Richard H. Rosenthal Esq.

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one (1) business day after deposit with the courier service, and if mailed, two (2) business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as verified; provided that any verification that occurs after 6 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following Business Day.

3.6.2 Brokers. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction through any licensed real estate broker or other person who can claim a right to commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any broker or finder perfects a claim for commission or finder's fee based upon

such contact, dealings or communication, the party through whom the broker or finder makes his claim shall indemnify, hold harmless and defend the party from said claim at all costs and expenses (including reasonable attorney's fees) incurred by the other party in defending against the same.

3.6.3 Amendments. This Agreement may be amended or modified only by a written instrument executed by Transferee, Transferor, and their respective successors or assigns. Notwithstanding the foregoing, it is anticipated that Transferee and the EPA will be entering into a Clean-up Agreement and that Transferor will be entering into a Consent Decree with the EPA, either of which may require that certain modifications be made to this Agreement. In addition, this Agreement may need to be modified in order to assist Transferor to reduce any taxable income or gain that it may realize in connection herewith, which may include amendments to the Deposit Note, such as the times when payments accrue as set forth in the Deposit Note and the payee thereof. If any of such events occur, the parties hereto agree to make reasonably necessary modifications to this Agreement for the purposes of conforming the provisions of this Agreement to the terms and conditions of such a Clean-up Agreement or Final Consent Decree, or to reduce any such taxable income or gain; provided, however, that neither Transferor or Transferee shall be required to modify this Agreement to the extent that such modification diminishes Transferor's or Transferee's rights hereunder or increases Transferor's or Transferee's obligations or liabilities hereunder.

3.6.4 Intentionally Omitted.

3.6.5 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to the application of conflicts of laws that might otherwise apply, and venue and jurisdiction of any action arising out of or relating to this Agreement shall lie in the county in which the Property is located.

3.6.6 Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

3.6.7 Intentionally Omitted.

3.6.8 Intentionally Omitted.

3.6.9 Waiver. A party's waiver of the breach of any covenant under this Agreement will not be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

3.6.10 Nonmerger. The terms, conditions and provisions of this Agreement shall be deemed merged into the Deed, and shall not survive Closing and continue in full force and effect, except to the extent that a term, condition or provision

applies or is to be performed after the Closing.

3.6.11 Transfer of the Property, Amendment of the Agreement and Release of Transferor.

3.6.11.1 Transferee's Right of Assignment. Transferee shall not assign or transfer its rights or obligations hereunder, unless it has first obtained the written consent of Transferor which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, (i) without first obtaining Transferor's consent thereto, Transferee may assign its rights and obligations hereunder to an affiliated entity, so long as Transferee controls such entity, and (ii) Transferee shall not assign the benefit of Transferor's representations and warranties or Transferee's rights to assert claims against Transferor in the event of a breach of any of Transferor's obligations, representations or warranties set forth herein, without first obtaining Transferor's consent thereto which consent may be withheld in Transferor's absolute and sole discretion.

3.6.11.2 Transferor's Right of Assignment. Transferor may assign its rights and obligations hereunder to any person to whom Transferor is permitted to transfer the Property to, pursuant to the terms of the Final Consent Decree or this Agreement. After the Closing, Transferor may assign its surviving rights hereunder to effectuate the terms of the Final Consent Decree.

3.6.11.3 Release. IN THE EVENT THAT TRANSFEROR CONVEYS THE PROPERTY IN ACCORDANCE WITH A FINAL CONSENT DECREE AND THE PROVISIONS OF THIS AGREEMENT, TRANSFEROR SHALL BE RELEASED FROM ITS OBLIGATIONS HEREUNDER AND SHALL HAVE NO FURTHER LIABILITY TO ANY PERSON ARISING OUT OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF A BREACH OF A REPRESENTATION OR WARRANTY.

3.6.12 Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party. The captions and Section and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

3.6.13 Counterparts. This Agreement may be executed in a number of identical counterparts. Each of the counterparts will be deemed an original for all purposes and all counterparts will collectively constitute one Agreement.

3.6.14 Successors and Assigns. This Agreement will be binding on and will inure to the benefit of Transferee and Transferor and all of their successors in interest and permitted assigns.

3.6.15 Exhibits and Schedules. All of the Exhibits and Schedules referred to in this Agreement and all documents and writings delivered by Transferor to Transferee pursuant to this Agreement are made a part of this Agreement by this reference.

3.6.16 Right to Waive Conditions. Either party may waive any of the provisions of this Agreement made for such party's benefit, provided that such waiver is in writing and signed by the waiving party.

3.6.17 Intentionally Omitted

3.6.18 Partial Invalidity. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, at any time or to any extent, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

3.6.19 Intentionally Omitted.

3.6.20 Up-Dates. If after the Effective Date Transferor receives any actual written notice specifically concerning the Property from any governmental or judicial authority or a third party, then Transferor shall promptly provide Transferee a true and complete copy thereof.

3.6.21 Plurality and Gender. Wherever in this Agreement the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

3.6.22 Definitions. All capitalized terms used in this Agreement are defined in the respective Article or Section listed in the Index to Defined Terms.

3.6.23 No Third-Party Beneficiary. This Agreement is solely for the benefit of Transferee and Transferor. No other person or entity is entitled to the benefit of or may enforce any of the provisions of this Agreement, except where expressly provided herein to the contrary. Notwithstanding the foregoing, EPA, the Members of the Steering Committee and New Cure are intended to be benefited by the provisions of this Agreement that refer to them and grant them substantive rights herein.

3.6.24 Consistency With The Final Consent Decree. In the event of any inconsistency between the terms of Final Consent Decree and this Agreement, the terms and conditions of such a Final Consent Decree shall control.

3.6.25 MPL Settlement. Upon the Consent Decree becoming final as set forth in Section 1.2, Transferor shall deposit \$50,000.00 in the trust account of Michael A. Barth, A Professional Corporation, which shall be held in trust until disbursed in accordance with the following sentence. At such time as the Settlement Payment is made as

described in and pursuant to that certain "First Amendment To Settlement Agreement" dated as of _____, 1999, and made by and between Monterey Park, Ltd., et. al. on the one hand, and A.H.A.S. Inc., et. al on the other hand (the "MPL Settlement Agreement"), the aforementioned \$50,000 shall be paid to the payor of the Settlement Payment. If Transferee pays-off the Purchase Money Note, Transferee also shall pay \$150,000.00 towards satisfaction of the Settlement Payment (described in the aforementioned First Amendment To Settlement Agreement), it shall do so on or before the payoff of the Purchase Money Note; provided, however, that such payment may occur at a later date if a Developer so requests; and, provided, further, that such payment is made no later than fifteen (15) days of the latest date provided in the MPL Settlement Agreement for the Settlement Agreement to be made. So long as this Agreement is in full force and effect, or after conveyance of the Property to Transferee, Transferor agrees not to amend the MPL Settlement Agreement or the escrow instructions executed in connection therewith without first obtaining Transferee's written consent thereto, which may be withheld by Transferee in its reasonable discretion.

IN WITNESS WHEREOF, Transferee and Transferor each has executed and delivered this Agreement as its own free act and deed.

TRANSFEE: GREENFIELD MONTEREY PARK L.L.C.,
a Washington limited liability company

By: Greenfield Holdings, L.L.C.,
a Washington limited liability company

By: _____
George Blackstone, the Managing Member

TRANSFEROR: A.H.A.S., INC., a California corporation

By: Jack Arnold
Name: _____
Title: _____

By: JACK ARNOLD
Name: _____
Title: _____

described in and pursuant to that certain "First Amendment To Settlement Agreement" dated as of ~~DECEMBER~~ 24, 1999, and made by and between Monterey Park, Ltd., et. al. on the one hand, and A.H.A.S. Inc., et. al on the other hand (the "MPL Settlement Agreement"), the aforementioned \$50,000 shall be paid to the payor of the Settlement Payment. If Transferee pays-off the Purchase Money Note, Transferee also shall pay \$150,000.00 towards satisfaction of the Settlement Payment (described in the aforementioned First Amendment To Settlement Agreement), it shall do so on or before the payoff of the Purchase Money Note; provided, however, that such payment may occur at a later date if a Developer so requests; and, provided, further, that such payment is made no later than fifteen (15) days of the latest date provided in the MPL Settlement Agreement for the Settlement Agreement to be made. So long as this Agreement is in full force and effect, or after conveyance of the Property to Transferee, Transferor agrees not to amend the MPL Settlement Agreement or the escrow instructions executed in connection therewith without first obtaining Transferee's written consent thereto, which may be withheld by Transferee in its reasonable discretion.

IN WITNESS WHEREOF, Transferee and Transferor each has executed and delivered this Agreement as its own free act and deed.

TRANSFEE: GREENFIELD MONTEREY PARK L.L.C.,
a Washington limited liability company

By: Greenfield Holdings, L.L.C.,
a Washington limited liability company

By: George Blackstone
George Blackstone, the Managing Member

TRANSFEROR: A.H.A.S., INC., a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

[Insert Legal Description of Real Property]

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1 AND LOT 2 OF TRACT 10063, IN THE CITY OF MONTEREY PARK, AS SHOWN ON MAP RECORDED IN BOOK 179 PAGES 32 TO 34 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THAT LAND LYING SOUTHERLY OF THE SOUTHERLY BOUNDARY OF THAT LAND DESCRIBED IN A DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED BOOK 29397 PAGES 296 AND 297 OF OFFICIAL RECORDS IN SAID OFFICE, AND LYING NORTHERLY OF THE NORTHERLY BOUNDARY OF THAT LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK D203 PAGES 282 TO 287 INCLUSIVE OF OFFICIAL RECORDS AND IN BOOK 56291 PAGES 73 TO 76 INCLUSIVE OF OFFICIAL RECORDS IN SAID OFFICE.

EXCEPT THEREFROM THAT LAND DESCRIBED IN PARCEL 1 AND PARCEL 2 IN A DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK D6393 PAGES 4 TO 7 INCLUSIVE, OFFICIAL RECORDS, IN SAID OFFICE.

ALSO EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID PREMISES PROVIDED, HOWEVER, THAT THE RIGHT OF SURFACE ENTRY AND USE FOR THE PURPOSE OF EXPLORING FOR, DEVELOPING AND PRODUCING THE SAME SHALL BE LIMITED TO ONE ACRE OUT OF EVERY 20 ACRES HEREBY CONVEYED WITH THE NECESSARY RIGHTS OF WAY FOR INGRESS AND EGRESS THERETO. SAID GRANTOR TO SELECT SAID SURFACE ACREAGE UPON DEMAND FOR GRANTEE IN SUCH MANNER AS TO INTERFERE AS LITTLE AS REASONABLE POSSIBLE WITH THE OPERATIONS OF GRANTEE, AS RESERVED IN THE DEED FROM HENRY H. WHEELER, RECORDED FEBRUARY 11, 1959 AS INSTRUMENT NO. 1920 AS TO AN UNDIVIDED 1/4 INTEREST AND IN THE DEED FROM TITLE INSURANCE AND TRUST COMPANY, A CORPORATION, AS TRUSTEE UNDER THE WILL OF HELEN MAY WHEELER, DECEASED, RECORDED FEBRUARY 11, 1959 AS INSTRUMENT NO. 1921 AS TO AN UNDIVIDED 1/4 INTEREST.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID PREMISES, PROVIDED, HOWEVER, THAT A RIGHT OF SURFACE ENTRY AND THE USE FOR THE PURPOSE OF EXPLORING FOR, DEVELOPING AND PRODUCING THE SAME SHALL BE LIMITED TO ONE ACRE OUT OF EVERY TWENTY ACRES HEREBY CONVEYED WITH NECESSARY RIGHTS OF WAY FOR INGRESS, EGRESS AND REGRESS THERETO, SAID HENRY H. WHEELER TO SELECT SAID SURFACE ACREAGE UPON DEMAND IN SUCH A MANNER AS TO INTERFERE AS LITTLE AS REASONABLE POSSIBLE WITH THE OPERATIONS OF THE OWNERS OF A PORTION OF THE ABOVE MENTIONED LAND AS RESERVED IN A DEED FOR HENRY H. WHEELER, RECORDED IN BOOK 42140 PAGE 202, OFFICIAL RECORDS.

ALSO EXCEPT UNTO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER THE SAID PREMISES, PROVIDED, HOWEVER THAT THE RIGHT OF SURFACE ENTRY AND USE FOR THE PURPOSE OF EXPLORING FOR, DEVELOPING AND PRODUCING THE SAME SHALL BE LIMITED TO ON ACRE OUT OF EVERY TWENTY ACRES HEREBY CONVEYED WITH NECESSARY RIGHTS OF WAY FOR INGRESS, EGRESS, AND REGRESS THERETO, SAID HENRY H. WHEELER TO SELECT SAID SURFACE ACREAGE UPON DEMAND IN SUCH A MANNER AS TO INTERFERE AS LITTLE AS REASONABLE POSSIBLE WITH THE OPERATIONS OF THE OWNERS OF A PORTION OF THE ABOVE MENTIONED LAND AS RESERVED IN A DEED FOR HENRY H. WHEELER, RECORDED IN BOOK 42140 PAGE 202, OFFICIAL RECORDS.

RIGHTS OF SURFACE ENTRY PERMITTED BY THE RESERVATION AFOREMENTIONED, WHERE MODIFIED BY AN INSTRUMENT RECORDED NOVEMBER 16, 1983 AS INSTRUMENT NO. 83-1360792.

EXHIBIT B
TERM SHEET

1. Transferor: A.H.A.S., a California corporation ("**Transferor**").
2. Transferee: Greenfield Monterey Park, L.L.C., a Washington limited liability company ("**Transferee**").
3. The Real Property is located at: NWQ Paramount Boulevard & California Highway 60 Monterey Park, California and is more fully described in **EXHIBIT A**.
 - (i) Approximate Acres: 45.
 - (ii) Approximate Square Feet of Buildings: None.
4. Purchase Price: \$ 5,133,000.00, (i) plus (a) interest thereon in the event that the Closing occurs after November 30, 1999, at the rate of nine percent (9%) per annum, from and after December 1, 1999 to the Closing Date, and (b) in the event that Transferor, EPA, Members of the Steering Committee or New Cure contribute funds to Transferee or a Developer for the remediation of the Property, the Purchase Price shall increase by such amounts, and (ii) less the amounts of any Deposits (excluding interest thereon) that have been paid as set forth in Section 2.1 of the Option Agreement. The Purchase Price will be paid to the person that is designated in the Final Consent Decree to receive the Purchase Price ("**Holder**").

The Purchase Price shall be paid to the Holder of a promissory note in the form of **EXHIBIT D** (the "**Purchase Money Promissory Note**") in favor of Holder (as described therein) and in the original principal amount of the Purchase Price, the performance of which shall be secured by a deed of trust in the form of **EXHIBIT E** (the "**Purchase Money Deed of Trust**"), which shall be subject only to the Permitted Exceptions and such other exceptions that have been created or suffered by Transferor and are acceptable to Transferee
5. Effective Date: June 1, 1998.
6. Title Company: First American Title Insurance Company.
7. Transferee's contractors' commercial general liability coverage during Feasibility Contingency Period: insurance for public liability, bodily or personal injury or death, and property damage in the amount of at least One Million Dollars (\$1,000,000.00).

DEPOSIT NOTE

\$ As Set Forth Below

Seattle, Washington
_____, 1999

FOR VALUE RECEIVED, the undersigned **Greenfield Monterey Park, L.L.C.**, a Washington Limited liability company ("**Maker**"), promises to pay in lawful money of the United States to _____ ("**Holder**"), or order, at _____, or any place Holder may designate in writing, , the following amounts, as set forth below:

Fifty Thousand Dollars (\$50,000) with respect to the months of December, 1998, and January and February, 1999; and

One Hundred Thousand Dollars (\$100,000.00) with respect to March, 1999, and each month thereafter.

Payment of said amounts shall accrue on the first (1st) day of the aforementioned months, and said amounts shall continue to accrue until the first to occur of (i) termination of the Option Period without exercise of the Option and a Closing as set forth in that certain Option and Transfer Agreement dated _____, 1999, by and between A.H.A.S., a California corporation ("**A.H.A.S.**") and Maker (the "**Option Agreement**"), or (ii) the payoff of that certain Purchase Money Promissory Note as defined in the Option Agreement. Interest shall accrue on each of said amounts at the rate of nine percent (9%) per annum from the date of accrual of such payment, until the principal of such payment is paid. The outstanding principal balance of this Note and interest thereon shall be due and payable (the "**Maturity Date**") no later than the earlier of (i) the termination of the Option as set forth in the Option Agreement, (ii) the termination of the Option Agreement, (iii) the closing of the sale of the Property (defined in the Option Agreement) by Maker to a Developer (as defined in the Option Agreement), (iv) the sixtieth (60th) day after Maker has obtained all permits and approvals for the construction of the Project (as defined in the Option Agreement) and such permits and approvals have become final, (v) five (5) days after the transfer of funds to Maker by the City of Monterey Park sufficient to satisfy the outstanding principal balance, or (vi) November 30, 1999; provided, however, that in no event shall such principal and interest be due and payable to A.H.A.S..

Maker shall have the right to prepay all or any part of this Note at any time.

In the event Maker defaults in the payment of amounts due to be paid to Holder by this Note after the Maturity Date when the same shall become due and such default continues for a period of five (5) days following notice thereof from Holder, then, or at any time thereafter, at the option of the Holder, the whole of the principal sum then remaining unpaid shall become immediately due and payable without notice.

unpaid shall become immediately due and payable without notice.

If suit is brought on this Note after any default in any payment, the Maker promises and agrees to pay reasonable attorneys' fees incurred thereby if Holder prevails in such suit.

All of the covenants, provisions and conditions herein contained are made on behalf of, and shall apply to and bind the respective distributees, personal representatives, successors and assigns of the parties hereto, jointly and severally.

This Note shall be construed for all purposes under the laws of the State of California. In the event of litigation to enforce the terms of this Note, jurisdiction shall be in the federal or state courts of the State of California and venue shall be in Los Angeles County.

If any provision of this Note conflicts with applicable law, such conflict shall not affect the other provisions of this Note which can be given effect without the conflicting provisions. To this end, the provisions of this Note are declared to be severable.

Time is of the essence with respect to all payments to be made to Holder and the performance of all obligations of Maker.

MAKER:

GREENFIELD MONTEREY PARK L.L.C.,
a Washington limited liability company

By: Greenfield Holdings, L.L.C.,
a Washington limited liability company

By: _____
George Blackstone, the Managing Member

EXHIBIT D

PURCHASE MONEY NOTE

\$5,133,000.00

Bellevue, Washington
_____, 19__

FOR VALUE RECEIVED, the undersigned **Greenfield Monterey Park, L.L.C.**, a Washington Limited liability company ("**Maker**"), promises to pay in lawful money of the United States to _____, a _____ ("**Holder**"), at _____ or any place Holder may designate in writing, the principal amount of Five Million One Hundred Thirty Three Thousand Dollars (\$5,133,000.00), plus interest thereon as set forth below, less amounts pursuant to that certain promissory note title "Deposit Note" by Maker in favor of _____, dated _____, 1999 (excluding interest), in lawful money of the United States, as follows.

Interest shall accrue on the outstanding principal amount of this Note from and after December 1, 1999 to the Maturity Date, at the rate of nine percent (9%) per annum. The outstanding principal balance of this Note and accrued interest thereon shall be due (the "**Maturity Date**") on the earlier of (i) the closing of the sale of the Property (defined below) by Maker to a Developer (as defined in that certain Option and Transfer Agreement dated _____, 1999, by and between A.H.A.S., a California corporation and Maker (the "**Option Agreement**")), or (ii) May 31, 2000.

Maker shall have the right to prepay all or any part of this Note at any time.

In the event Maker (a) defaults in the payment of amounts due to be paid to Holder by this Note after the Maturity Date when the same shall become due and such default continues for a period of five (5) days following notice thereof from Holder, (b) fails to demonstrate, to the reasonable satisfaction of New Cure, a Delaware corporation and the United States EPA, that (i) financing exists that is adequate to pay for the remediation of the Property, or that the payment of the costs of remediation of the Property have otherwise been adequately provided for, or (ii) a prospective purchaser agreement, consent decree, or similar document, with the governmental agencies having jurisdiction over the environmental contamination at, on or about the OII Superfund Site shall have been entered into by Maker and the United States, or (c) defaults in the performance of or fails to comply with any of the other terms, conditions or covenants of this Note or the Purchase Money Deed of Trust securing this Note and such default or failure to comply continues for a period of five (5) days following written notice from Holder, then, or at any time thereafter, at the option of the Holder, the whole of the principal sum then remaining unpaid shall become immediately due and payable without notice, and the Purchase Money Deed of Trust given to secure this Note may be foreclosed.

Holder, by its acceptance of this Note, agrees for itself, its successors and assigns,

and on behalf of any subsequent Holder that this Note shall be without recourse to Maker, and that accordingly Holder agrees for itself, its successors and assigns, and on behalf of any subsequent Holder: (i) neither to institute any suit or other legal action (other than an action to foreclose the Purchase Money Deed of Trust) to collect sums evidenced by this Note, nor to seek judgment for a deficiency against Maker, any of its members or its or their successors or assigns in any action to foreclose the Purchase Money Deed of Trust securing this Note, and (ii) if suit is brought on this Note, any judgment obtained will be enforced only against the Property encumbered by the Purchase Money Deed of Trust securing this Note and against the proceeds of sale or other disposition thereof and not personally against Trustor, any of its partners or members or its or their successors or assigns. Nothing in this paragraph shall be deemed to be a release or impairment of the indebtedness evidenced by this Note or of the lien of the Purchase Money Deed of Trust securing this Note on the Property or to preclude Holder from foreclosing the Purchase Money Deed of Trust securing this Note, or if the Holder is A.H.A.S. or its successor or assign, from exercising any of its rights under the Option Agreement.

If suit is brought on this Note after any default in any payment, the Maker promises and agrees to pay reasonable attorneys' fees incurred thereby if Holder prevails in such suit.

All of the covenants, provisions and conditions herein contained are made on behalf of, and shall apply to and bind the respective distributees, personal representatives, successors and assigns of the parties hereto, jointly and severally.

This Note is secured by the Purchase Money Deed of Trust of even date herewith, and the property covered by such Deed of Trust is herein called the Property.

This Note shall be construed for all purposes under the laws of the State of California. In the event of litigation to enforce the terms of this Note, jurisdiction shall be in the federal or state courts of the State of California and venue shall be in Los Angeles County.

If any provision of this Note conflicts with applicable law, such conflict shall not affect the other provisions of this Note which can be given effect without the conflicting provisions. To this end, the provisions of this Note are declared to be severable.

No prepayment penalty shall be charged for any full or partial repayment of this Note made prior to the due date thereof.

Time is of the essence with respect to all payments to be made to Holder and the performance of all obligations of Maker.

WITNESS/ATTEST:

MAKER:

GREENFIELD MONTEREY PARK L.L.C.,
a Washington limited liability company

Print Name: _____

By: Greenfield Holdings, L.L.C.,
a Washington limited liability company

By: _____

George Blackstone, the Managing Member

EXHIBIT E

PURCHASE MONEY DEED OF TRUST

SEND TAX STATEMENTS TO:

Greenfield Monterey Park L.L.C.
13102 North East 20th Street
Bellevue, Washington 98005
Attn: Mr. Ernie Velton

WHEN RECORDED MAIL TO:.

Greenfield Monterey Park L.L.C.
c/o Washburn, Briscoe & McCarthy
55 Francisco Street, Suite 600
San Francisco, California 94133
Attn: Richard H. Rosenthal, Esq.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

PURCHASE MONEY DEED OF TRUST

This Purchase Money Deed of Trust is made this _____ day of _____, 19____
by and between GREENFIELD MONTEREY PARK, L.L.C., a Washington limited
liability company ("Trustor"), whose address is 13102 N.E. 20th Street, Bellevue,
Washington 98005, _____, a corporation ("Trustee"),
whose address is _____, and
_____ ("Beneficiary"), whose address is
_____.

Trustor, in consideration of the indebtedness herein recited and the trust herein
created, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, all
of Trustor's present and future right, title and interest in and to the following described real
property ("Real Property") located at _____, and more
particularly described in Exhibit A, together with all the tenements, hereditaments and
appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the
rents, issues and profits thereof.

This Purchase Money Deed of Trust is for the purpose of securing performance of
payment of the sum of Five Million One Hundred Thirty Three Thousand Dollars
(\$5,133,000.00) in accordance with the terms of the Purchase Money Note of even date
herewith, payable to Beneficiary or order, and made by Trustor, and all renewals,
modifications and extensions thereof, and also such further sums as may be advanced or
loaned by Beneficiary to Trustor, or any of their successors or assigns, together with interest
thereon at such rate as shall be agreed upon.

To protect the security of this Purchase Money Deed of Trust, Trustor covenants and agrees:

1. To permit no waste of the Property; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Real Property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Purchase Money Deed of Trust.
3. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Purchase Money Deed of Trust.
4. To pay all costs, fees and expenses in connection with this Purchase Money Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
5. Should Trustor fail to pay when due any taxes, assessments, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Purchase Money Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the portion of the award as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Purchase Money Deed of Trust to the person entitled thereto, on written request of the Trustor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Trustor in the performance of the obligation secured hereby or in the performance of any agreement contained herein, upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with applicable laws, rules and regulation at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as required by law.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property which Trustor had or had the power to convey at the time of his execution of this Purchase Money Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Purchase Money Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchases and encumbrancers for value.

6. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Purchase Money Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Purchase Money Deed of Trust or of any action or proceeding in which Trustor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

7. This Purchase Money Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

8. Except for any notice required by law to be given in another manner, all notices, waivers, demands, requests or other communications required or permitted by this Instrument (collectively, "Notices") to be effective, shall be in writing, properly addressed, and shall be given (i) by personal delivery, (ii) by established overnight commercial courier with delivery charges prepaid or duly charged, or (iii) by registered or certified mail, return receipt requested, first class postage prepaid as follows:

If to Beneficiary: _____

With a Copy to: _____

With a Copy to New Cure, Inc.,
c/o Shelby H. Moore, Jr., Esq.
Law Offices of Shelby H. Moore, Esq.
908 Camino Dos Rios
Thousand Oaks, California 91360-2359
Telephone No.: (805) 498-3279
Telecopier No.: (805) 499-6127

If to Trustor:

GREENFIELD MONTEREY PARK, L.L.C.
13102 North East 20th Street
Bellevue, Washington 98005

With a copy to:

If to Trustee:

With a copy to:

or to any other address or addressee as any party entitled to receive Notices under this Purchase Money Deed of Trust shall designate, from time to time by Notice given, to the others in the manner provided in this paragraph for the service of Notices.

Notices thus given by personal delivery shall be deemed to have been received upon tender to the applicable natural person above shown. Notices thus given by overnight courier shall be deemed to have been received the next business day after delivery to such overnight commercial courier. Notices thus given by mail shall be deemed to have been received on the second (2nd) day after deposit into the United States Postal System. All copies of Notices sent to the parties listed above as receiving copies shall be given in the same manner as the original Notice, and such giving shall be a prerequisite to the effectiveness of any Notice.

9. The covenants and agreements contained in this Purchase Money Deed of Trust shall bind, and the rights in this Purchase Money Deed of Trust shall inure to, the respective successors and assigns of Beneficiary and Trustor. In exercising any rights or taking any actions under this Purchase Money , Beneficiary may act through its employees, agents or independent contractors.

10. Beneficiary, by its acceptance of this Purchase Money Deed of Trust, agrees for itself, its successors and assigns, and on behalf of any subsequent Beneficiary that this Purchase Money Deed of Trust shall be without recourse to Trustor, and that accordingly Beneficiary agrees for itself, its successors and assigns, and on behalf of any subsequent Beneficiary: (i) neither to institute any suit or other legal action (other than an action to foreclose this Purchase Money Deed of Trust) to collect sums evidenced by the Note, nor to seek judgment for a deficiency against Trustor, any of its members or its or their successors or assigns in any action to foreclose this Purchase Money Deed of Trust; and (ii) if suit is brought on this Purchase Money Deed of Trust, any judgment obtained will be enforced only against the Property encumbered by the Purchase Money Deed of Trust and against the proceeds of sale or other disposition thereof and not personally against Trustor, any of

its partners or members or its or their successors or assigns. Nothing in this paragraph shall be deemed to be a release or impairment of the indebtedness evidenced by the lien of this Purchase Money Deed of Trust on the Property or to preclude Beneficiary from foreclosing this Purchase Money Deed of Trust or from enforcing any of its rights in the event of a default, or if the Holder is A.H.A.S. or its successor or assign, from exercising any of its rights under the Option Agreement.

11. All questions with respect to the construction of this Purchase Money Deed of Trust and the rights and liabilities of the parties under this Purchase Money Deed of Trust shall be determined in accordance with the laws of the jurisdiction in which the Real Property is located, without regard to the application of choice of law principles, except to the extent that such laws are superseded by Federal law. In the event that any provision of this Purchase Money Deed of Trust or the note secured by this Purchase Money Deed of Trust conflicts with law, such conflict shall not affect other provisions of this Purchase Money Deed of Trust which can be given effect without the conflicting provisions.

TRUSTOR:

GREENFIELD MONTEREY PARK L.L.C.,
a Washington limited liability company

By: Greenfield Holdings, L.L.C.,
a Washington limited liability company

By: _____
George Blackstone, the Managing Member

ATTACH ACKNOWLEDGMENT FORMS

REQUEST FOR FULL RECONVEYANCE

TO: TRUSTEE

The undersigned is the legal owner of the obligation secured by the within Purchase Money Deed of Trust. Said obligation has been fully satisfied; and you are hereby requested and directed to reconvey, without warranty, to the parties designated by the terms of said Purchase Money Deed of Trust, all the estate now held by you thereunder.

DATED this ____ day of _____, 19__.

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

To: GREENFIELD MONTEREY PARK, L.L.C.
13102 North East 20th Street
Bellevue, Washington 98005

Re: Lease Agreement dated _____,
199____, between _____,
a _____
("Landlord"), and _____
("Tenant") (the "Lease")

Premises: _____

(the "Premises")

Property: _____

(the "Property")

In connection with that certain OPTION AND TRANSFER AGREEMENT dated _____, 19____ (the "Option Agreement") between Greenfield Monterey Park, L.L.C. ("Assignee"), and Landlord for the acquisition by Assignee of the Property of which the Premises are a part, Tenant certifies, represents and warrants to Assignee as follows:

1. Tenant presently is the owner and holder of the leasehold interest created under the Lease. True, correct and complete copies of the Lease, and all amendments and other agreements between Tenant and Landlord in any way related to the Lease, are attached to this Tenant Estoppel Certificate as Attachment A. Except as set forth in such attachments, the Lease has not been modified, supplemented, terminated, suspended, delayed or otherwise affected any way. Such amendments and other agreements are listed below (write "None" if applicable): _____

2. The term of the Lease commenced on _____, 19____, and, exclusive of any unexercised renewal options provided in the Lease, will expire on _____.

3. If an assignee or subtenant of the original tenant under the Lease, Tenant has assumed all such original tenant's obligations thereunder. Tenant has not assigned, transferred or encumbered any interest under the Lease, and has not entered into any sublease, concession agreement or license covering all or any part of the Premises, except as follows (write "None" if applicable): _____.

4. The Lease is in full force and effect. Tenant has accepted the Premises, which consists of approximately _____ (_____) rentable square feet, and is in full occupancy and possession of the Premises. Tenant accepts and ratifies the method of computation and determination of the square footage of the Premises provided in the Lease, and waives any right it may have to disclaim or dispute such computation and determination.

5. Except as stated below, (a) Landlord has satisfied all commitments made to induce Tenant to enter into the Lease, and (b) all terms and conditions prerequisite to the full effectiveness of the Lease have been performed or satisfied (write "None" if not applicable): _____.

6. Landlord is not in any respect in default under the Lease, and no fact or condition exists that, with the giving of notice or the passage of time or both, could result in a default. Tenant has no claims, setoffs against rents or other charges due under the Lease, defenses or counterclaims against Landlord arising out of or relating to the Lease, the operation or maintenance of the Property, or any other transaction between Tenant and Landlord. Tenant waives any and all claims it might have that arise out of any acts or omissions of Landlord prior to the date of this Certificate, including, without limitation, the charging, computation and allocation of all costs and expenses that are reimbursable by Tenant. Tenant certifies that such costs and expenses have been properly charged, computed and allocated.

7. Tenant is not in any respect in default under the Lease, and no fact or condition exists that, with the giving of notice or the passage of time or both, could result in a default.

8. Except as expressly provided in the Lease, Tenant has no (a) right or option to renew or extend the terms of the Lease, (b) right or option to terminate the term of the Lease as of a date earlier than that specified in Paragraph 2 above, (c) right or option to expand the Premises, (d) right of first refusal on any other space in the Property, (e) option or preferential right to purchase all or any part of the Premises or the Property, or (f) right, title or interest in the Premises, except as Tenant under the Lease. There are no understandings, agreements or commitments of any kind whatsoever between Tenant and Landlord with respect to the Lease, the Premises or the Property, except as expressly provided in the Lease.

9. The minimum annual rent under the Lease currently is _____ Dollars (\$____), subject to escalation in accordance with the terms of the Lease. Except as expressly set forth in the Lease, there have been and are to be no "free" or "reduced" rent periods. Tenant is current in the payment of rent to Landlord.

10. Neither Tenant nor any predecessor of Tenant has made any payment to Landlord as a security deposit or advance or prepaid rent, except as follows (write "None" if applicable): _____.

Tenant acknowledges and agrees that Landlord has no obligation to segregate or pay interest on any such security deposit.

11. No rent or other amount that is not yet due under the terms of the Lease has been paid by the undersigned to the Landlord, to any prior Landlord, or with respect to the Lease, except as follows: _____.

12. Tenant has paid the following amount towards its share of the installment(s) of real estate taxes and assessments next due to the applicable governmental authority(ies): _____.

13. Tenant has paid the following amount towards its share of the building operating expenses or common area charges for the current accounting period therefor under the Lease: \$ _____.

14. Tenant hereby agrees not to terminate the Lease for any default on the part of Landlord without first giving written notice to Assignee at the following address:

GREENFIELD MONTEREY PARK, L.L.C.
13102 North East 20th Street
Bellevue, Washington 98005
Attention: George Blackstone
Telephone No.: (206) 885-2897
Telecopier No.: (206) 869-6474

specifying the default in reasonable detail, and affording Assignee a reasonable opportunity to cure such default.

15. The undersigned and the individual(s) executing this Certificate on behalf of the undersigned have the power and authority to execute and deliver this Certificate.

16. Tenant (a) is not presently engaged in or does not presently permit, (b) has not at any time in the past engaged in or permitted, and (c) has no knowledge that any third person or entity engaged in or permitted any operations or activities upon, or any use or occupancy of, the Premises, or any portion thereof, for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental or intentional)

of any hazardous substances, materials or wastes, or any wastes regulated under any local, state or federal law, except as set forth in detail as Attachment B to the Tenant Estoppel Certificate attached hereto.

17. Tenant is in full compliance with the terms and conditions of all permits and licenses issued to it by any governmental authority on account of any or all of its activities on the Premises and, furthermore, there has been no change in the facts or circumstances reported or assumed in the granting of such permits or licenses, or in the applications for such permits or licenses, and such permits and licenses are currently in full force and effect.

The undersigned makes the statements in this Certificate for the benefit and protection of the Assignee and to induce Assignee to acquire the Property and with the intent and understanding that this Certificate will be relied upon by Assignee, its successors and assigns. This Certificate may be relied upon by any assignee of Assignee's rights under the Purchase Agreement, any nominee or designee of Assignee taking title to the Property pursuant to the Purchase Agreement and any lender or proposed lender of the party acquiring title to the Property pursuant to the Purchase Agreement. Tenant agrees that upon purchase of the Property by Assignee, Tenant shall attorn to Assignee as Landlord under the Lease. Tenant undertakes to advise Assignee of any facts, occurrences, agreements or similar matters that arise during the sixty (60) day period subsequent to the date hereof that would cause any of the information set forth in this Certificate to be untrue or incorrect.

Dated: _____, 19__.

TENANT:

By: _____

Name: _____

Title: _____

EXHIBIT G

MEMBERS OF THE STEERING COMMITTEE

Member	Member
1. ALCOA & Weslock Co.	45. Flintkote Company
2. Allied-Signal & Bendix Corp.	46. Ford Motor Company
3. American Airlines	47. GATX Terminals Corporation
4. American National Can	48. Gaylord Container Corp.
5. Amtrak	49. General Electric
6. Armco Inc.	50. General Latex & Chemical Corp.
7. Armstrong World Industries Inc.	51. General Motors Corporation
8. Atlantic Richfield Company	52. Georgia-Pacific Corporation
9. Bandag Licensing Corp.	53. Gould Inc.
10. Behr Process Corporation	54. Grant Oil Tools
11. Bethlehem Steel Corporation	55. Grow Group Inc.
12. Betz Dearborn Inc.	56. H & L Tooth Company
13. Bird Corporation	57. Hellman Estates
14. Black & Decker	58. Henkel Corporation
15. Blacktop Material Co.	59. Hertz Corporation
16. Borden	60. Hollytex & USG Corp.
17. Borg-Warner Corporation	61. Hughes Aircraft Co.
18. Bridgestone/Firestone Inc.	62. Hunt-Wesson Inc.
19. Calgon (Kelco)	63. Ingersoll-Rand (Proto-Tool)
20. Carnation Company	64. Inland Container Corporation
21. Champion International Corp.	65. Interstate Brands Corp.
22. Chevron Corporation	66. James River Corporation
23. Chrome Crankshaft Co., Inc.	67. Kenosha Auto Transport Corp.
24. Chrysler Corporation	68. Kern's Food Inc.
25. City of Inglewood	69. Keysor-Century Corporation
26. City of Los Angeles	70. LA County Metro Trans Auth (MTA)
27. Conoco/Douglas Oil Co.	71. Liberty Vegetable Oil
28. CONOPCO, Inc.	72. Lockheed Corporation
29. Continental Can Co.	73. Long Beach Oil Development
30. Cooper & Brain Inc.	74. Martin Marietta Aluminum
31. Cooper Drum	75. Maytag
32. Crowley Maritime Corporation	76. McDonnell Douglas / Rockwell
33. Deft Incorporated	77. McKesson Corporation
34. Delta Airlines Inc.	78. Menasco Inc.
35. Department of Water & Power	79. Mitchell Energy Corp.
36. Deutsch Company	80. Mobil Oil Corporation
37. Dunn-Edwards Corporation	81. MRC Holdings, Inc.
38. Elf Atochem North America, Inc.	82. Mydrin Inc.
39. Emerson & Cuming	83. NT(I) Industries & Weiser Lock
40. Exxon Co. USA	84. NT(I) Industries, Inc.
41. Federal Express Corporation	85. Occidental Petroleum Corp.
42. Ferro Corporation	86. Oil & Solvent Process
43. Fibreboard Corporation	87. Oryx Energy
44. Flint Ink Corporation	88. Owens-Illinois Inc.

89. Pacific Tube
90. Packaging Corp. of America (Eko Products)
91. Parker-Hannifin Corp.
92. Pervo Paint Co.
93. PPG Industries Inc.
94. Procter & Gamble Company
95. Promark Group
96. Prudential Overall Supply
97. Rent-A-Uniform
98. Reynolds Metals Company
99. RLL Corp. (Max Factor Company)
100. Safeway Stores Inc.
101. Santa Fe Energy Resources (Monterey Resources)
102. Seven-Up Bottling Corp.
103. Shasta Beverages
104. Shell Oil Company
105. Soco-Western
106. Soulé Steel
107. Southern California Chemical
108. Southern California Edison Company
109. Southern California Gas Co.
110. Southern Pacific Transportation
111. Star-Kist Foods Inc.
112. Stone Container
113. Stroh Brewery Company
114. Superior Industries
115. Supracote Inc.
116. Surface Protection Ind.
117. Texaco Inc.
118. Thermal Engineering Int'l (Senior Engineering Co)
119. Thurns Long Beach
120. Times-Mirror Co.
121. Truce International Holdings Inc.
122. Transportation Leasing Co.
123. TRW Inc.
124. Union Oil Company of CA
125. Union Pacific Resources Co.
126. Uniroyal Goodrich Tire Co.
127. United Parcel Service, Inc.
128. Univar Corporation
129. Vest Inc.
130. Waterford Wedgwood USA Inc.
131. Welch's Overall Cleaning Co.
132. Willamette Industries Inc.
133. Xerox Corporation

EXHIBIT H

MEMORANDUM OF OPTION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Greenfield Monterey Park, L.L.C.
c/o Washburn, Briscoe & McCarthy
55 Francisco Street, Suite 600
San Francisco, California 94133
Attn: Richard H. Rosenthal, Esq.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MEMORANDUM OF OPTION AGREEMENT

This Memorandum of Option Agreement is made on _____, 1999 by A.H.A.S. INC., a California corporation ("**Transferor**") in favor of GREENFIELD MONTEREY PARK, L.L.C., a Washington limited liability company, doing business as GREENFIELD DEVELOPMENT ("**Transferee**"):

1. Transferor has granted Transferee an option to purchase the real property described in **EXHIBIT A** hereto (the "**Option Property**").
2. The term of the option is for a period of two (2) years beginning on June 1, 1998, and expires on May 31, 2000. Said Option Period may be extended by mutual agreement of Transferor and Transferee; provided, however, that it shall be deemed that notice thereof has been given only upon recordation of an amendment to this Memorandum to state the new date of termination of the Option in the Official Records of the County of Los Angeles, California. Said Option Period may be terminated earlier than May 31, 2000 upon the recordation in the Official Records of Los Angeles County, California of a quitclaim deed that has been executed by Transferee.
3. The option that is the subject of this Memorandum of Option is granted in accordance with an Option and Transfer Agreement between Transferor and Transferee concerning the Option Property and dated _____, 1999 ("**Option Agreement**"). This Memorandum of Option is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Transferor and Transferee under the Option Agreement. In the event of any inconsistency between this Memorandum of Option and the Option Agreement, the terms of the Option Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement.

TRANSFEROR:

A.H.A.S., INC., a California corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Title: _____

ATTACH ACKNOWLEDGMENT FORMS

EXHIBIT I

DESCRIPTION OF DEVELOPMENT MATTERS

Transferee shall pursue the obtainment of certain matters regarding the future development of the Property (the "**Development Matters**"), which shall consist of

1. A review of all Contracts, Leases and agreements that affect Transferee's intended use of the Property.

2. A review of title matters, and an agreement with Transferor concerning the Permitted Exceptions in accordance with the provisions of Section 1.5 of the Agreement.

3. The diligent pursuit of all permits and approvals from any and all governmental entities that have jurisdiction over any aspect of the project that Transferee, or its designee or successor, desires to construct upon the Property (the "**Project**"), that Transferee or the Developer deem necessary or appropriate to obtain for the development and construction of the Project, with terms, conditions and finality acceptable to Transferee or its designee, all as determined by Transferee in its sole discretion, which permits and approvals may include, without limitation, (i) a development agreement and all ancillary permits and approvals from the City of Monterey Park, (ii) an agreement(s) with the City of Montebello with respect to the provision of vehicular and pedestrian access to and from the Property along Paramount Boulevard, (iii) agreement(s) with the redevelopment agencies of the cities of Monterey Park and Montebello for the disposition of land and the funding of the cost of infrastructure relating to the Project, (iv) an agreement with CalTrans for the modification of the Paramount Boulevard interchange and the removal of the berm partially on Cal-Trans property, (v) an agreement with the United States as set forth in Section 4.b below, and (vi) certification of an EIS/EIR.

4. Concerning environmental matters (herein called the "**Environmental Approvals**"):

a) Transferee shall have identified to its sole satisfaction all remedial investigations and feasibility studies that it believes are needed to obtain the protection described in Section 4.b and such activities shall have been completed;

b) Transferee shall have formulated, or be in the process of formulating, a plan (the "**Cleanup Action Plan**") to remediate the known environmental contamination in, on, or under or from the Property in accordance with applicable environmental law and consistent with the future usage that Transferee anticipates for the Property;

c) Transferee shall diligently pursue a (i) Cleanup Agreement that shall contain terms and conditions, satisfactory to Transferee in its sole discretion; and (ii) the approval of a Cleanup Agreement by the necessary governmental agencies; and

d) Transferee shall diligently pursue an agreement or agreements with a

third party environmental consulting company or companies, satisfactory to Transferee in its sole discretion, to conduct the feasibility study activities, formulate the Cleanup Action Plan on behalf of Transferee and, at Transferee's option, to perform the actions required under the Cleanup Agreement.

5. Transferee shall diligently pursue any and all necessary agreements with Southern California Edison, and any tenant of Southern California Edison, concerning access from and to the Property along Paramount Boulevard.

6. Transferee shall diligently pursue leases with tenants of the Property, which provide for vacation of the Property in a timely manner so that remediation of the Property can proceed as planned.

7. Transferee shall diligently pursue an agreement or agreements between Transferee and New Cure which provides for (i) an easement in favor of New Cure or its designee over the Property for the purposes of ingress and egress to and from a parcel across the Pomona freeway from the Property known as the South Parcel (the "South Parcel") from the Greenwood interchange, which easement will be sufficient for the remediation of the South Parcel while also accommodating the existence of the shopping center and the needs of its tenants, (ii) the storage of heavy equipment that is used in the remediation of the South Parcel to be parked and stored on the South Parcel to the maximum extent possible, (iii) the monitoring wells and the gas dispersal system on the Remediation Parcel to be operated and maintained by New Cure at its cost and expense, (iv) the design and construction, at New Cure's cost and expense, of the thermal destruction facility, especially its foundations, to accommodate the reader board for the shopping center, (v) leachate and gas from the Property (if any) to be disposed of at the leachate treatment plant and thermal destruction facility at the Remediation Parcel, and (vi) the assumption by Transferee of the responsibility set forth in paragraph 9. below to screen the facilities on the Remediation Parcel and the aesthetics relating to the Remediation Parcel, and the construction thereof, if the Property is transferred by Transferee to a Developer as defined in the Option Agreement, or if the Property is developed otherwise by Transferee.

8. Transferee shall diligently pursue an agreement(s) with person(s) who may be the ultimate developer of the Project.

9. Transferee will, with respect to the North Parcel, cause to be designed and engineered (i) the landfill cover, (ii) all access roads, and (iii) the ultimate development of the Project, including, without limitation, the screening of the facilities on the Remediation Parcel and the aesthetics relating to the Remediation Parcel.

EXHIBIT J

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made as of _____, 19 __, between A.H.A.S., a California corporation ("Assignor"), and _____ ("Assignee").

RECITALS

A. Assignor, as optionor, and Greenfield Monterey Park, a Washington limited liability company, as optionee, entered into a OPTION AND TRANSFER AGREEMENT dated _____, 19 __ (the "Option Agreement") for the real property commonly known as _____, which is more particularly described on Attachment A (the "Property") attached to and made a part of this Assignment. Capitalized terms used in this Assignment and not defined herein have the meanings ascribed to them in the Purchase Agreement.

B. Assignor is the owner of the landlord's interest in and to all lease and rental agreements affecting the Property (individually a "Lease" and collectively, the "Leases"), which are identified on Attachment B attached to and made a part of this Assignment.

C. In accordance with the terms of the Purchase Agreement, Assignee has elected to cause Assignor to assign, convey and deliver to Assignee all of Assignor's rights under and interest in the Leases.

D. Assignor desires to assign, convey and deliver all of its rights under and interest in the Leases to Assignee in connection with the consummation of the purchase and sale of the Property.

AGREEMENT

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the sum of Ten (\$ 10.00) Dollars, and the mutual covenants and upon the conditions contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. Effective Date. The "Effective Date" of this Assignment is the date of recordation of the Deed conveying title to the Property from Assignor to Assignee in the Real Property Records of Los Angeles County, CA.

2. Assignment. On the Effective Date, Assignor assigns, conveys and delivers to Assignee all of Assignor's rights under and interest in the Leases.

3. Acceptance and Assumption. On the Effective Date, Assignee accepts the assignment, conveyance and delivery of the Leases and assumes and agrees to perform and be bound by all the terms, conditions and obligations required to be performed by the landlord under the Leases from and after the Effective Date.

4. Assignee's Indemnification. Assignee indemnifies, defends and holds harmless Assignor from and against any and all claims, damages, costs, liabilities, expenses and causes of action (including reasonable attorneys' fees and costs) arising under the Leases from and after the Effective Date, unless such claims, damages, costs, liabilities, expenses or causes of actions are due to the act or omission of Assignor, including but not limited to Assignor's gross negligence, willful misconduct, breaches of the Purchase Agreement by or the inaccuracy of any warranties and representations of Assignor contained in the Purchase Agreement.

5. Assignor's Indemnification. Assignor indemnifies, defends and holds harmless Assignee from and against any and all claims, damages, costs, liabilities, expenses and causes of action (including reasonable attorneys' fees and costs) arising under the Leases prior to the Effective Date.

6. Modification. No modification, waiver or termination of this Assignment will be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver or termination is sought.

7. Successors and Assigns. This Assignment will be binding on and inure to the benefit of Assignor and Assignee and their successors in interest and assigns.

8. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State in which the Property is located, and venue and jurisdiction of any action arising out of or relating to this Assignment shall lie in the county in which the Property is located.

9. Further Assurances. Assignor will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee's successors, nominees or assigns such documents as Assignee or they may reasonably request in order to fully assign and transfer to and vest in Assignee or Assignee's successors, nominees and assigns and protect Assignee or Assignee's successors', nominees' and assigns' rights under and interest in all of the Leases, or to enable Assignee or Assignee's successors, nominees and assigns to realize upon or otherwise enjoy such rights and property.

10. Attorneys' Fees. Should any dispute occur between Assignor and Assignee with respect to this Assignment or any document executed in connection with this Assignment, which results in litigation or arbitration, the losing party shall pay the prevailing party its reasonable attorneys' fees and costs at trial or in arbitration and upon any appeal.

11. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same Assignment of Leases.

ASSIGNOR:

A.H.A.S., a California corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ASSIGNEE:

SCHEDULE 1
ASSIGNED CONTRACTS, LEASES AND AGREEMENTS

EXHIBIT K

BILL OF SALE

In consideration of the sum of Ten Dollars (\$ 10.00), the sufficiency and receipt of which is hereby acknowledged, A.H.A.S., a California corporation ("Transferor"), does hereby grant, bargain, sell and deliver to _____, a _____ ("Transferee"), all of Transferor's right, title and interest in and to certain of the furniture, furnishings, fixtures, equipment and other tangible personal property that is now affixed to and/or located at the property described in Attachment A, and attached hereto (the "Real Property") and used in connection with the management, operation, or repair of that Real Property, which property is listed on Attachment B attached to and made a part of this Bill of Sale (collectively, "Tangible Personal Property").

Transferor warrants that its title to the Tangible Personal Property is good, that transfer of title is rightful and that the Tangible Personal Property is delivered free from any security interest or other lien or encumbrance.

DATED: _____, 19____.

TRANSFEROR:

A.H.A.S., INC., a California corporation,

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TRANSFEEE:

a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE 2
TANGIBLE PERSONAL PROPERTY

EXHIBIT L

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY ("**Assignment**") is made as of _____, 19__ between A.H.A.S., a California corporation ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. Assignor, as optionor, and Greenfield Monterey Park, a Washington limited liability company, as optionee, entered into a OPTION AND TRANSFER AGREEMENT dated _____, 19__ (the "**Option Agreement**") for the real property commonly known as _____, which is more particularly described on **Attachment A** (the "**Property**") attached to and made a part of this Assignment. Capitalized terms used in this Assignment and not defined herein have the meanings ascribed to them in the Purchase Agreement.

B. Assignor has or may have an interest in certain contracts or warranties for the repair, management and operation of the Property listed on **Attachment B** attached hereto and made a part of this Assignment.

C. Pursuant to the terms of the Purchase Agreement, Assignee has elected to cause Assignor to assign, convey and deliver to Assignee all of Assignor's rights under and interest in the Intangible Property.

D. Assignor desires to assign, convey and deliver to Assignee all of Assignor's rights under and interest in the Intangible Property in connection with the consummation of the purchase and sale of the Property.

AGREEMENT

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the sum of Ten Dollars (\$10.00), and the mutual covenants and upon the conditions contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. Effective Date. The "**Effective Date**" of this Assignment is the date of recordation of the Deed conveying title to the Property from Assignor to Assignee in the Real Property Records of Los Angeles County, CA.

2. Assignment. On the Effective Date, Assignor assigns, conveys and delivers to Assignee all of Assignor's rights under and interest in the Intangible Property.

3. Acceptance and Assumption. On the Effective Date, Assignee accepts the assignment, conveyance and delivery of the Intangible Property, and assumes and agrees to perform and be bound by all the terms, conditions and obligations required to be performed by Assignor under the Intangible Property from and after the Effective Date.

4. Assignee's Indemnification. Assignee indemnifies, defends and holds harmless Assignor from and against any and all claims, damages, costs, liabilities, expenses and causes of action (including reasonable attorneys' fees and costs) arising under the Intangible Property from and after the Effective Date, unless such claims, damages, costs, liabilities, expenses or causes of actions are due to the act or omission of Assignor, including but not limited to Assignor's gross negligence, willful misconduct, breaches of the Purchase Agreement by or the inaccuracy of any warranties and representations of Assignor contained in the Purchase Agreement.

5. Assignor's Indemnification. Assignor indemnifies, defends and holds harmless Assignee from and against any and all claims, damages, costs, liabilities, expenses and causes of action (including reasonable attorneys' fees and costs) arising under the Intangible Property prior to the Effective Date.

6. Modification. No modification, waiver or termination of this Assignment will be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver or termination is or may be sought.

7. Successors and Assigns. This Assignment will be binding on and inure to the benefit of Assignor and Assignee and their successors in interest and assigns.

8. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State in which the Property is located, and venue and jurisdiction of any action arising out of or relating to this Assignment and Assumption Agreement shall lie in the county in which the Property is located.

9. Further Assurances. Assignor will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee's successors, nominees or assigns such documents as Assignee or they may reasonably request in order to fully assign and transfer to and vest in Assignee or Assignee's successors, nominees and assigns and protect Assignee or Assignee's successors', nominees' and assigns' rights under and interest in all of the Intangible Property, or to enable Assignee or Assignee's successors, nominees and assigns to realize upon or otherwise enjoy such rights and property.

10. Attorneys' Fees. Should any dispute occur between Assignor and Assignee with respect to this Assignment or any document executed in connection with this Assignment, which results in litigation or arbitration, the losing party shall pay the

prevailing party its reasonable attorneys' fees and costs at trial or in arbitration and upon any appeal.

11. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same Assignment.

ASSIGNOR:

A.H.A.S., a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

SCHEDULE 3
INTANGIBLE PERSONAL PROPERTY

EXHIBIT M

NOTICE TO TENANTS

[To Be Sent by Certified Mail]

Date: _____

TO: Name and Address of Tenant

Re: Lease (the "Lease") dated _____, _____
between _____, a _____
("Landlord") and _____ a _____ as ("Tenant") for the
premises known as _____ (the "Leased Premises") located at
_____ (the "Property").

Dear Tenant:

This letter is to inform you that the Property in which the Leased Premises are located has been sold to GREENFIELD MONTEREY PARK, L.L.C., a Washington limited liability company ("Buyer"). Buyer's address is c/o Greenfield Holdings, L.L.C., 13102 N.E. 20th Street, Bellevue, Washington 98005. Accordingly, the Buyer is the new Landlord under your Lease and, from and after _____, 199____, you are instructed to pay any and all rents and other sums due under your Lease directly to Buyer at the address listed above or at such other places as Buyer may designate to you in writing. You will not be credited with the payment of rent from and after such date unless it is sent to Buyer.

As a part of that sale, liability for all refundable tenant deposits, if any, (and the interest thereon, if any) with respect to the Property has been assumed by Buyer as of the date set forth above. Seller knows of the following claims made against the deposit as of the date hereof: _____.]

Please acknowledge your receipt of this notice by signing and returning the enclosed copy of this letter to Buyer c/o _____.

Very truly yours,

By _____

Name: _____

Title: _____

EXHIBIT N

SEND TAX STATEMENTS TO:
Greenfield Monterey Park L.L.C.
13102 North East 20th Street
Bellevue, Washington 98005
Attn: Mr. Ernie Velton

WHEN RECORDED MAIL TO:.

Greenfield Monterey Park L.L.C.
c/o Washburn, Briscoe & McCarthy
55 Francisco Street, Suite 600
San Francisco, California 94133
Attn: Richard H. Rosenthal, Esq.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

GRANT DEED

Grantor, A.H.A.S. , a California corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which are acknowledged, hereby GRANTS to _____ ("Grantee"), a _____, that certain real estate, as more fully described in Attachment A, attached to and incorporated by reference in this Grant Deed.

Such conveyance shall not include the improvements known as the thermal destruction facility and the leachate treatment plant, nor any existing improvements that are ancillary thereto such as gas transmission lines, leachate disposal lines, or other similar facilities, improvements or structures.

DATED _____, 19____.

GRANTOR:

A.H.A.S., a California corporation,

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACH ACKNOWLEDGMENT FORMS

EXHIBIT O

OPTION CONSIDERATION NOTE

\$75,000.00

Seattle, Washington
_____, 1999

FOR VALUE RECEIVED, the undersigned **Greenfield Monterey Park, L.L.C.**, a Washington Limited liability company ("**Maker**"), promises to pay in lawful money of the United States to **A.H.A.S.**, a California corporation ("**Holder**"), or order, c/o Michael A. Barth, Esq. Law Offices of Michael Barth, 31 Malaga Cove Plaza, Palos Verdes Estates, California 90274 or any place Holder may designate in writing, the amount of Seventy Five Thousand Dollars (\$75,000.00), as set forth below.

The outstanding principal balance of this Note shall be due and payable (the "**Maturity Date**") on the date set forth in the Final Consent Decree between Holder and the United States EPA for the payment of monies by Holder, which Final Consent Decree is entered into in connection with the real property commonly known as the OII Superfund Site.

Maker shall have the right to prepay all or any part of this Note at any time.

In the event Maker defaults in the payment of amounts due to be paid to Holder by this Note when the same shall become due and such default continues for a period of seven (7) days following notice thereof from Holder, then, or at any time thereafter, at the option of the Holder, the whole of the principal sum then remaining unpaid shall become immediately due and payable without notice.

If suit is brought on this Note after any default in any payment, the Maker promises and agrees to pay reasonable attorneys' fees incurred thereby if Holder prevails in such suit.

All of the covenants, provisions and conditions herein contained are made on behalf of, and shall apply to and bind the respective distributees, personal representatives, successors and assigns of the parties hereto, jointly and severally.

This Note shall be construed for all purposes under the laws of the State of California. In the event of litigation to enforce the terms of this Note, jurisdiction shall be in the federal or state courts of the State of California and venue shall be in Los Angeles County.

If any provision of this Note conflicts with applicable law, such conflict shall not affect the other provisions of this Note which can be given effect without the conflicting provisions. To this end, the provisions of this Note are declared to be severable.

Time is of the essence with respect to all payments to be made to Holder and the performance of all obligations of Maker.

MAKER:

GREENFIELD MONTEREY PARK L.L.C.,
a Washington limited liability company

By: Greenfield Holdings, L.L.C.,
a Washington limited liability company

By: _____
George Blackstone, the Managing Member

E

**United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree**

**APPENDIX E
Contribution Settlement**

The following agreement, consisting of 35 pages of text plus signature pages, entitled "Mutual Release and Contribution Settlement," and dated June 8, 2000, comprises Appendix E.

//
//

June 8, 2000

MUTUAL RELEASE AND CONTRIBUTION SETTLEMENT AGREEMENT

This Mutual Release and Contribution Settlement Agreement (referred to either as "Agreement" or "Contribution Settlement") is made and entered into by and among the members of the OII Steering Committee as set forth in Exhibit "A" (collectively referred to as the "Generator Group"), and Operating Industries, Inc. ("OII"), A.H.A.S., Inc. ("AHAS"), Tim Michael Agajanian and Tom Agajanian as the executors of the Estate of Tim Mesrop Agajanian, deceased ("Agajanian"), Jack Arakelian ("Jack") and Ron Arakelian, Sr. ("Ron") collectively referred to in this Agreement as the "Owner/Operator Group." The Owner/Operator Group and the Generator Group are collectively referred to as the "Parties" and individually as a "Party." Only members of the Owner/Operator Group that execute this Agreement shall be parties to this Agreement. This Agreement shall be effective only as to those members of the Owner/Operator Group who execute this Agreement, and all references in the Agreement to a member of the Owner/Operator Group that does not execute the Agreement shall be deemed void, severable, and immaterial. This Agreement shall be deemed null and void as to the Owner/Operator Group unless each member executes this Agreement, unless otherwise agreed to in writing by the Owner/Operator Group and the Generator Group.

RECITALS

- A. The Operating Industries, Inc. landfill (the "OII Site") is a 190-acre facility, located at 900 Potrero Grande Drive in Monterey Park, California. The OII Site is divided into the North Parcel and the South Parcel. The South Parcel was, and is, the location of the OII landfill. Collectively the North and South Parcels of the OII Site may hereafter be referred to as the "Properties."
- B. The North Parcel is further defined and depicted in the document attached hereto as Appendix A to this Contribution Settlement, entitled "North Parcel Description." The South Parcel is further defined and depicted in the document attached hereto as Appendix B to this Contribution Settlement, entitled "South Parcel Description."
- C. The OII landfill operated from 1948 through 1984, and, over the course of its operation, accepted industrial solid and liquid waste and municipal solid waste, among other things, for disposal. Both the North and South Parcels were proposed for inclusion on the National Priorities List ("NPL") in October 1984, and were placed on the NPL in May 1986.
- D. The Casmalia Disposal Site is an approximately 252-acre facility located in Santa Barbara County,

California. It generally encompasses the former Casmalia Resources Hazardous Waste Management Facility, a commercial hazardous waste treatment, storage, and disposal ("TSD") facility that operated from 1973 to 1989. The facility consists of six landfills, numerous surface impoundments, disposal trenches, injection wells, waste spreading areas and tank treatment systems. The U.S. EPA has alleged that the facility accepted industrial solid, liquid and hazardous wastes; among these wastes were allegedly hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and California Health and Safety Code §§ 25316 and 25317.

- E. The Casmalia Disposal Site is located near the southern end of the Casmalia Hills in the Santa Maria Basin of coastal California, approximately ten miles southwest of the town of Santa Maria and one and a half miles north of the town of Casmalia. It is situated within the Shuman Canyon drainage sub-basin on a southern facing slope traversed by three small canyons.
- F. The contaminants found at the Casmalia Disposal Site allegedly include hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and California Health and Safety Code

§§ 25316 and 25317.

- G. From 1980 to 1989, the Casmalia Disposal Site allegedly had interim status by operation of law pursuant to RCRA Section 3005(e), 42 U.S.C. § 6925(e). Neither the U.S. EPA nor the State of California granted the facility a final RCRA permit, due to its continuing operational deficiencies. In late 1989, the owner(s) and/or operator(s) ceased accepting off-site waste shipments to the facility and, in the early 1990s, the owner(s) and/or operator(s) stopped all active efforts to meet RCRA's requirements to close and remediate the facility, asserting that they had insufficient funds. The facility's closure fund, set aside by the facility's owner(s) and/or operator(s) in an effort to meet RCRA requirements for financial assurance, is insufficient to pay for the costs of closure and post-closure activities at the Casmalia Disposal Site.
- H. In response to an alleged release or a substantial threat of a release of hazardous substances at or from the Casmalia Disposal Site, the 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.

- I. On June 23, 1997, the Court entered a partial consent decree (the "Casmalia Consent Decree"), requiring fifty defendants (collectively referred to as the "Casmalia Steering Committee") who had allegedly generated wastes disposed at the Casmalia Disposal Site to perform and finance certain response actions at the Casmalia Disposal Site, and to perform additional response actions at the Casmalia Disposal Site with funding to be provided from other sources.
- J. The Administrator of the United States Environmental Protection Agency (hereinafter referred to as the "U.S. EPA), *inter alia*, alleges that the Owner/Operator Group arranged for wastes and constituents thereof, generated at or originally disposed of at the OII Site, to be transported to and disposed of at the Casmalia Disposal Site, and that these wastes or constituents thereof (the "OII - Casmalia Wastes") included "hazardous substances," as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and California Health and Safety Code §§ 25316 and 25317.
- K. The U.S. EPA, *inter alia*, alleges that minimal portions of the OII - Casmalia Wastes were derived from wastes and constituents thereof originally

generated by the Generator Group, *inter alia*, and that the quantity and nature of each of these defendants' portions of the OII - Casmalia Wastes are minimal in comparison with other hazardous substances at the Casmalia Disposal Site.

- L. Since 1986 Generator Group and others have entered into six Consent Decrees regarding the OII Site with some or all of the United States of America (hereinafter referred to as the "United States"), on behalf of the U.S. EPA, the State of California on behalf of the Department of Health Services or its successor the Department of Toxic Substances Control (hereinafter referred to as the "State") and the California Hazardous Substance Account, hereinafter collectively referred to as "Environmental Enforcement Agencies."
- M. The first Consent Decree is captioned United States v. Chevron Chemical Co., No. CV 88 7196 (MRP)Kx, and was entered by the Court on May 11, 1989 (hereinafter referred to as the "OII Site First Partial Consent Decree").
- N. The second Consent Decree is captioned United States v. American Petrofina Exploration Co., No. CV 88 7196 (MRP)Kx, and was entered by the Court on September 17, 1991 (hereinafter referred to as the "OII Site Second Partial Consent Decree").

- O. The third consent decree is captioned United States v. Chevron Chemical Co., No. CV 91-6520-MRP(Kx), and was entered by the Court on March 30, 1992 (the "OII Site Third Partial Consent Decree").
- P. On November 2, 1993 the U.S. EPA issued a unilateral administrative order ("UAO 94-01") pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606, requiring certain response activities at the OII Site in cooperation with the U.S. EPA and the other persons performing work at the OII Site.
- Q. On April 4, 1995 the Court entered a fourth partial consent decree resolving the alleged liability of certain municipalities, transporters and the California Department of Transportation for arranging for disposal of solid waste at the OII Site, captioned United States v. City of Monterey Park, No. CV 94-8685 WMB (GHKx) (hereinafter referred to as the "OII Site Fourth Partial Consent Decree").
- R. On July 10, 1996 the Court entered a fifth partial consent decree addressing the same subject matter as the OII Site First Partial Decree and the OII Site Third Partial Consent Decree but incorporating new defendants (including the recipients of UAO 94-01), captioned United States

v. IT Corp., No. CV 96-1959 WMB (JRx) (hereinafter referred to as the "OII Site Fifth Partial Consent Decree").

- S. On March 7, 1997 the U.S. EPA issued a unilateral administrative order ("UAO 97-02") pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606, requiring certain response activities at the OII Site in cooperation with the U.S. EPA and the other persons performing work at the OII Site.
- T. On September 23, 1997 the Court entered a sixth partial consent decree, captioned United States v. Air Products and Chemicals, Inc., No. CV 97-5440 MRP(Mcx). This decree resolved the liability of GSF Energy, Inc., the former methane recovery operator at the OII Site, and certain related parties for certain response actions and response costs for the OII Site.
- U. The Owner/Operator Group and the Generator Group, *inter alia* have been negotiating with the Environmental Enforcement Agencies to resolve certain alleged liabilities regarding the OII Site and the Casmalia Disposal Site including, without limitation, the Owner/Operator Group's liability for the final remedy ("Final Remedy Work") and other past and future response costs. Concurrently herewith the Environmental

Enforcement Agencies have filed a complaint against the Owner/Operator Group, *inter alia*, with regard to their duty to contribute towards the response costs incurred by the Environmental Enforcement Agencies and the remediation of the OII Site. The Environmental Enforcement Agencies and the Owner/Operator Group have agreed that the Owner/Operator Group will take certain actions regarding the transfer of title to the North and South Parcels and make certain contributions to the Environmental Enforcement Agencies and to a trust established under the Consent Decree for OII Site remediation purposes to be known as the OII Site Custodial Trust (the "Custodial Trust") if the Court accepts their proposed settlement of the claims within the complaint and enters a Seventh Consent Decree encompassing that settlement (the "Consent Decree") and the Custodial Trust constitutes a Qualified Settlement Fund as that term is defined in Paragraph 2 of this Agreement.

- V. The Generator Group alleges that they have incurred substantial costs for remediation and/or response costs incurred by the Environmental Enforcement Agencies in one or more of the Consent Decrees.
- W. The Generator Group alleges that each member of

the Owner/Operator Group were "operators" of all or relevant portions of the OII Site at the time of disposal of hazardous substances at the OII landfill, as defined in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

- X. The Generator Group alleges that each member of the Owner/Operator Group, other than Ron Arakelian, Sr., were "owners" of all or relevant portions of the OII Site including, but not limited to, the OII landfill at the time of disposal of hazardous substances at the OII Site, as defined in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
- Y. The Environmental Enforcement Agencies, the Generator Group and other parties have agreed upon a settlement pursuant to which the Owner/Operator Group agrees to make payments to and contribute substantially all of the assets of OII and A.H.A.S. to one or more entities which payments and assets shall be solely used for the remediation of the OII Site and the Casmalia Disposal Site and as a contribution towards the response costs incurred by the Environmental Enforcement Agencies at both Sites, all conditioned upon entry of a Consent Decree regarding these contributions, *inter alia*.

Z. By entering into this Contribution Settlement, or by taking any action in accordance with it, the Owner/Operator Group and the Generator Group do not admit any allegations contained herein or in the complaint filed by the Environmental Enforcement Agencies, nor do any member of the Owner/Operator Group and the Generator Group admit liability for any purpose, nor admit any issues of law or fact, nor admit any responsibility for the alleged release or threat of release of any hazardous substance into the environment.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Commitments of the Owner/Operator Group. The Owner/Operator Group shall make cash payments and shall transfer title to the Properties as provided in this Contribution Settlement, or as provided in the Consent Decree, whichever is earlier. These payments and the value of the Properties shall be used to repay the Environmental Enforcement Agencies for a portion of their response costs, shall provide funds for future response costs and response actions for these agencies at the OII Site and shall provide funds which shall be used by the Custodial Trust as a contribution towards the costs incurred and to be incurred by the

Environmental Enforcement Agencies in the remediation of the OII Site and for expenses of the Custodial Trust.

2. Payments by the Owner/Operator Group. Within thirty days of receiving notice of the entry of the Consent Decree, the Owner/Operator Group shall pay a total of THREE MILLION TWO HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-EIGHT DOLLARS (\$3,237,838.00) pursuant to this Contribution Settlement and the requirements of the Consent Decree. The Owner/Operator Group shall make payments to one or more trusts or escrows, including, but not limited to the OII Custodial Trust, that are Qualified Settlement Funds (as that term is defined in Section 468B of the Internal Revenue Code and the Regulations promulgated thereunder) in the manner provided in the Consent Decree and at least ten (10) days prior to the date required for each payment by the Custodial Trust or other trusts or escrows which are to be made under the Consent Decree so that:
 - A. Of the total amount to be paid to the Custodial Trust pursuant to the Consent Decree, SEVEN HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS (\$727,198.00) shall eventually be paid to the

Casmalia Escrow Account established under the Casmalia Consent Decree;

- B. SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) shall be retained by the Custodial Trust for its expenses including, without limitation, to the satisfaction of the past due ad valorem taxes, interest, penalties, liens and encumbrances, and transaction costs of the Custodial Trust; and
- C. The balance of ONE MILLION NINE HUNDRED TEN THOUSAND SIX HUNDRED FORTY DOLLARS (\$1,910,640.00), shall eventually be paid to the OII Site Fifth Decree Escrow Account as defined in the Consent Decree ("CD -5 Escrow") from the Custodial Trust.

3. Property Conveyances by the Owner/Operator Group.

The Owner/Operator Group shall give, assign, convey, deed, or transfer the Properties to such entity or entities as requested by the Custodial Trust pursuant to the schedule and other requirements of the Final Consent Decree and, as to the North Parcel, the Option and Transfer Agreement entered into by and between A.H.A.S. and Greenfield Monterey Park, LLC ("Option"), or if the Option is not exercised pursuant to its terms, then to such other party or entity, or to the

Custodial Trust, as provided in the Consent Decree. The Generator Group shall use their best efforts to assure any such transfer(s) entitle the Owner/Operator Group to the benefits afforded by Section 468B of the Internal Revenue Code of 1986 and the Regulations promulgated thereunder. The Owner/Operator Group shall convey the Properties free and clear of any encumbrances, to the best of their ability, pursuant to the requirements and subject to the exceptions of the Consent Decree.

5. Cooperation in Quieting Title. The Owner/Operator Group shall cooperate with the Custodial Trust in any proceedings to ascertain or quiet title to, to contest or obtain the release of any encumbrance on, or to obtain access to, the Properties conveyed, or to be conveyed, pursuant to the requirements of the Consent Decree.
6. Use of Contributed Assets. The funds paid and the value of the Properties conveyed by the Owner/Operator Group pursuant to this Contribution Settlement shall be used for the purposes and in the amounts determined by the Environmental Enforcement Agencies, and, as applicable, the Custodial Trust for its expenses, pursuant to the requirements of the Consent Decree.
7. The 468B Trust Condition. The Consent Decree and

this Contribution Settlement shall meet the requirements of the regulations under Section 468B of the Internal Revenue Code of 1986, as amended, for treating the payments transferred to the Custodial Trust by the Owner/Operator Group as constituting payments into a Qualified Settlement Fund ("QSF") as that term is defined within Section 468B. Each member of the Owner/Operator Group agrees that he/she/it shall comply with the provisions of the Custodial Trust regarding the method and documentation of any payments or other transfers of Property into the Custodial Trust in order to comply with the requirements of Section 468B or any other applicable provisions of the Internal Revenue Code and the Regulations promulgated thereunder.

8. Covenant Not To Sue. In consideration for each member of the Owner/Operator Group's agreement to make payments and transfer of Properties as required in the Consent Decree and this Contribution Settlement, the Consent Decree and this Contribution Settlement shall provide that each such member shall receive from the Environmental Enforcement Agencies and the Generator Group, amongst others, a covenant not to sue and contribution protection as provided in

CERCLA sections 113(f)(2) and 122(f), 42 U.S.C. §§ 9613(f)(2), 9622(f), and California Health & Safety Code sections 25300 et seq., from liability for Final Remedy Work and all other past, present, and future response costs and remedial actions at the OII Site and the Casmalia Disposal Site, subject only to certain reopeners and reservations of rights in favor of the Environmental Enforcement Agencies provided for in the Final Consent Decree. No member of the Owner/Operator Group shall be required to pay any additional funds beyond the amounts required to be paid pursuant to this Contribution Settlement and the Consent Decree to obtain the aforementioned covenant not to sue and contribution protection.

9. Indemnification by Each Member of the Owner/Operator Group. Each member of the Owner/Operator Group agrees to indemnify each member of the Generator Group and each of the other members of the Owner/Operator Group for any liabilities, losses, damages, costs, and expenses, including stipulated penalties pursuant to the Consent Decree, resulting from any member of the Owner/Operator Group's failure to make or transfer payments as required in this Contribution Settlement and/or the Consent Decree.

10. Indemnification by Generator Group. The Generator Group agrees to indemnify each member of the Owner/Operator Group for any liabilities, losses, damages, costs, and expenses, including stipulated penalties pursuant to the Consent Decree, resulting from the Generator Group's failure to cause the funds contributed by the Owner/Operator Group to be disbursed as provided in the Consent Decree and the Contribution Settlement.
11. Best Efforts to Obtain Consent Decree. Each of the Parties shall use its best efforts and take all necessary action to promptly negotiate in good faith, execute, and obtain court approval of the Consent Decree.
12. The Consent Decree Condition. Entry of the Consent Decree for each member of the Owner/Operator Group is a condition (the "Consent Decree Condition") to the payments to be made by them pursuant to paragraph 2 of this Mutual Release. Finalization of the Consent Decree (as defined in Paragraph 13 of this Mutual Release) is a further and additional condition to the transfer of the Properties by the Owner/Operator Group pursuant to Paragraph 3 of this Mutual Release.
13. Consent Decree Final. The Consent Decree Condition shall be deemed satisfied as to each

member of the Owner/Operator Group for purposes of the payments to be made pursuant to Paragraph 2 of this Mutual Release when the Consent Decree has been executed by each member of the Owner/Operator Group and entered by the Court. The transfers of the Properties by the Owner/Operator Group pursuant to Paragraph 3 of this Mutual Release shall occur after the Consent Decree is Final which shall be only after the time for filing an appeal of the Court's order approving the Consent Decree under Rule 4(a)(1) of the Federal Rules of Appellate Procedure has elapsed and no appeal has been filed ("Final Consent Decree"). If such an appeal is filed the Consent Decree Condition shall be deemed satisfied as to each member of the Owner/Operator Group, unless otherwise agreed as evidenced by a writing signed by counsel for the various members of the Owner/Operator Group and the Generator Group (i) upon the spreading of the mandate or judgment from the Court of Appeal affirming the Court's order approving the Consent Decree, (ii) if the Consent Decree is remanded by the Court of Appeal and subsequently approved by the Court, upon the lapsing of the time for an appeal or upon the spreading of a mandate or judgment from the Court of Appeal affirming the

Court's order or (iii) upon request by the Generator Group to transfer the Properties so long as the transfer does not materially impair the rights of the Owner/Operator Group. The Final Consent Decree shall also be deemed to have occurred and the Consent Decree Condition shall also be deemed satisfied as to each member of the Owner/Operator Group if such member of the Owner/Operator Group is presented with an execution copy of the Consent Decree consistent with the covenants not to sue, contribution protection, and other matters described in the Contribution Settlement and such member fails to execute such Consent Decree (and other necessary documents including any required certifications).

14. Disputes as to Finality of the Consent Decree.

Any disputes regarding a Party's failure to use best efforts or to negotiate in good faith with the Environmental Enforcement Agencies or whether circumstances exist under which the Consent Decree Condition is deemed satisfied under this Contribution Settlement shall be resolved by a Referee appointed by the Consent Decree Court pursuant to this Contribution Settlement.

15. Intentionally Omitted

16. Contribution Settlement Binding. This

Contribution Settlement shall be binding and effective as to each member of the Owner/Operator Group upon execution of the Contribution Settlement by such member and by all the Generator Group members, unless otherwise agreed to in writing by such Owner/Operator Group member and the Generator Group.

17. Conditions to Performance by the Owner/Operator Group to the Contribution Settlement. The 468B Trust Condition and the Consent Decree Condition are the only conditions to the payments and contributions to be made by the Owner/Operator Group. The 468B Trust Condition shall be deemed satisfied upon receipt of the Owner/Operator Group of a written opinion by their tax counsel that the requirements of the 468B Trust Condition have been met and the Consent Decree Condition shall be satisfied or deemed satisfied as provided in Paragraph 13 of this Contribution Settlement. The obligations of the Parties to perform all acts required by this Contribution Settlement shall not be affected, altered, modified, or impaired in any way by any change in law (whether statute, ordinance, administrative decision, regulation, executive order, judicial decision, or otherwise) or any alleged or actual change in circumstances.

18. Owner/Operator Group Signing Deadline. If the Consent Decree has not been executed by any one or more Parties at U.S. EPA's request by August 15, 2000 (the "Signing Deadline"), or as extended with the consent of the non-signing Party, the U.S. EPA and the Generator Group, any Party may move the Court, upon a showing of good cause, to extend the Signing Deadline as to a non-signing Party for up to an additional six months, or other period as may be agreed to in writing by such non-signing Party, the U.S. EPA and the Generator Group. If the 468B Trust Condition or the Consent Decree Condition have not been satisfied or deemed satisfied as to a member of the Owner/Operator Group by the Signing Deadline (as such date may be extended with the consent of such member and the Generator Group), this Agreement shall be void as to that member of the Owner/Operator Group.
19. Generator Group Release of the Owner/Operator Group. In consideration for the mutual releases contained in this Contribution Settlement, and subject to (1) the occurrence of the Final Consent Decree and (2) the transfers of the Properties and funds by the Owner/Operator Group as provided in this Contribution Settlement and the Consent Decree and (3) the compliance by the

Owner/Operator Group with the requirements of the Consent Decree regarding such transfers of property and funds, the members of the Generator Group, and each of them, do hereby release and discharge the Owner/Operator Group, and each of them, and their officers, directors, shareholders, servants, employees, agents, representatives, attorneys, parents, subsidiaries, affiliates, successors, predecessors, and assigns, from all liabilities, claims, suits, actions, causes of action, or rights to relief, whether anticipated or unanticipated, known or unknown, suspected or unsuspected, that each of the Generator Group's Members now has, previously had, or will have, arising out of or in any way related to the risk assessment, investigation, clean up, monitoring, maintenance, or any other response actions, removal actions, or remediation at the OII Site or the Casmalia Disposal Site including, but not limited to, all claims or causes of action under federal or state law for (i) cost recovery or contribution (with the specific exception of natural resource damage claims) under CERCLA sections 107 and 113 with respect to the Final Remedy Work (and all other past, present, and future work at the OII Site or the Casmalia

Disposal Site, including oversight), (ii) response costs under the California Hazardous Substance Account Act, Health and Safety Code Sections 25300, et seq., with respect to the Final Remedy Work (and all other past, present, and future work at the OII Site or the Casmalia Disposal Site, including oversight), and (iii) common law or contractual indemnity or contribution or declaratory relief with respect to the Final Remedy Work (and all other past, present, and future work at the OII Site or the Casmalia Disposal Site, including oversight), provided, however, that this release does not encompass the potential claims and liabilities set forth in paragraph 21 below.

20. Release by Owner/Operator Group of Generator Group and of Each Other. In consideration for the mutual releases contained in this Contribution Settlement and subject to (1) the occurrence of the Final Consent Decree, (2) transfers of the property and funds by the Owner/Operator Group as provided in this Contribution Settlement and (3) compliance with the requirements of the Consent Decree regarding such transfers of property and funds, the Owner/Operator Group, and each of them, do hereby release and discharge each member of the

Generator Group and all other members of the Owner/Operator Group and their insurers, officers directors, shareholders, servants, employees, agents, representatives, attorneys, parents, subsidiaries, affiliates, successors, predecessors, and assigns, and the Custodial Trust and its Trustee(s) from all liabilities, claims, suits, actions, causes of action, or rights to relief, whether anticipated or unanticipated, known or unknown, suspected or unsuspected, that each member of the Owner/Operator Group now has, previously had, or will have arising out of or in any way related to risk assessment, investigation, clean up, monitoring, maintenance, or any other response actions, removal actions, or remediation at the OII Site or the Casmalia Disposal Site including, but not limited to, all claims or causes of action under federal or state law for (1) cost recovery or contribution (with the specific exception of natural resource damage claims) under CERCLA sections 107 and 113 with respect to the Final Remedy Work (and all other past, present, and future work at the OII Site or the Casmalia Disposal Site, including oversight), (ii) response costs under the California Hazardous Substance Account Act, Health and Safety Code

Sections 25300, et seq., with respect to the Final Remedy Work (and all other past, present, and future work at the OII Site or the Casmalia Disposal Site, including oversight), and (iii) common law or contractual indemnity or contribution or declaratory relief with respect to the Final Remedy Work (and all other past, present, and future work at the OII Site or the Casmalia Disposal Site, including oversight), provided, however, that this release does not encompass the potential claims and liabilities set forth in paragraph 21 below. Except as to potential claims and liabilities set forth in paragraph 21, the members of the Owner/Operator Group covenant not to bring suit against any person or entity for cost recovery, contribution, or declaratory relief for response, removal, or other remediation costs at the OII Site or the Casmalia Disposal Site, provided, however, that a member of the Owner/Operator Group may bring suit against any person or entity, other than those released in this paragraph in the event the member of the Owner/Operator Group is named as a defendant, cross-defendant, counter-defendant, or third-party defendant in any future action for cost recovery, contributions or declaratory relief

for response, removal or other remediation costs at the OII Site or the Casmalia Disposal Site.

21. Claims Not Released. The only claims and liabilities related to the OII Site or the Casmalia Disposal Site excluded from the terms of this Contribution Settlement and not subject to the release and covenant not to sue provisions above are as follows:

- a. claims for natural resource damage arising from the OII Site or the Casmalia Disposal Site, pursuant to CERCLA section 107(f) or any applicable state law;
- b. claims by third parties for environmental tort liability (e.g., nuisance, trespass, and negligence) resulting in alleged property damage or personal injury which is allegedly attributable to the waste disposed of at the OII Site or the Casmalia Disposal Site, remediation work performed at the OII Site or the Casmalia Disposal Site, or any other cause emanating from the OII Site or the Casmalia Disposal Site;
- c. obligations and duties arising from this Contribution Settlement;

- d. claims a Party may have as a named insured against its own insurers; and
- e. claims reserved by the Environmental Enforcement Agencies in the Final Consent Decree.

Each of the Parties specifically retains the right to seek contribution and/or indemnity against any other person for such natural resource damage or environmental tort claims, subject to relevant provisions of California and federal law, including, but not limited to, potential defenses based on laches or the statute of limitations.

- 22. **No Admission of Liability.** Each of the Parties has denied and continues to deny all claims, allegations, and contentions of liability alleged by other Parties. Nothing in this Agreement and nothing about the fact that the Consent Decree was signed or the Environmental Enforcement Agencies' claims against the Owner/Operator Group and the Generator Group were settled shall be construed as an admission by any of the Parties of any fault, wrongdoing, or liability whatsoever.
- 23. **All Generator Group Members to be Bound.** The Generator Group Members warrant that any potentially responsible party joining the OII Steering Committee after the date of execution of

this Agreement shall sign this Agreement as to each member of the Owner/Operator Group and shall otherwise agree to be bound by its terms. All Generator Group members listed on Exhibit "A" shall execute this Contribution Settlement unless otherwise agreed to in writing by the members of the Owner/Operator Group, and in such event any member of the Generator Group not executing this Contribution Settlement shall not be entitled to any rights or the releases granted herein.

24. **Each Party To Bear Its Own Costs.** Each of the Parties agrees to bear its own attorney's fees and costs incurred in connection with the Consent Decree and this Contribution Settlement through and including the date of execution of this Agreement.
25. **General Release.** Except as to the claims described in paragraph 21 each of the Parties acknowledges and warrants that its signing representatives have read and understand the provisions of California Civil Code section 1542, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if

known by him must have materially affected his settlement with the debtor.

Each of the Parties expressly, voluntarily, and knowingly waives any and all rights it may have under Civil Code Section 1542 and under any other statutes or common law principles of similar effect; provided, however, that this waiver is not intended to cover any potential claims or liabilities expressly reserved in paragraph 21 of this Contribution Settlement.

26. Continuing Jurisdiction; Recovery of Attorney's Fees. The court that enters the Consent Decree ("Consent Decree Court") shall have continuing jurisdiction to enforce the terms of this Contribution Settlement at the request of any Party. This Contribution Settlement is referenced in the Consent Decree and it is the intent of the Parties that it is incorporated into the Consent Decree for purposes of the Parties acknowledgment of the Consent Decree Court's continuing jurisdiction to enforce the terms of this Contribution Settlement. Any disputes regarding the terms of this Contribution Settlement and any action for breach of this Contribution Settlement or to enforce any of its provisions or obligations

shall be submitted for resolution to a judicial officer appointed by the Court (the "Referee") through the filing of noticed motions. The Parties intend and agree that this Contribution Settlement shall be subject to, governed by, and enforced and construed pursuant to California law except as otherwise required by federal law. In any action for breach of this Contribution Settlement, to enforce any of its provisions, or to require performance of its obligations, the prevailing party shall be entitled to recover reasonable attorneys' fees and all reasonable costs incurred in the action.

27. Each Party Represented By its Own Counsel. Each of the Parties represents and warrants that in connection with the negotiation and execution of this Contribution Settlement it has been represented by independent counsel of its own choosing as identified at the end of this Contribution Settlement following the phrase "Approved as to form and content," that it has not relied upon the advice or counsel of any other Party's independent counsel in the negotiation or drafting of this Contribution Settlement, that it has executed this Contribution Settlement after receiving the advice of such independent counsel,

that its representative has read and understands the provisions and terms of this Contribution Settlement and that it has had an adequate opportunity to conduct an independent investigation of all facts and circumstances with respect to all matters that are the subject of this Contribution Settlement.

28. **No Assignment.** Each of the Parties warrants and represents that it has not assigned or transferred or purported to assign or transfer, voluntarily, involuntarily, or by operation of law, any claim, cause of action, or matter released pursuant to this Contribution Settlement, or any part or portion thereof, to any person or entity not a party to this Contribution Settlement. Each of the Parties agrees to indemnify all other parties and hold them harmless from any claim, demand, damages, debt, liability, account, obligation, cost, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced) based upon, in connection with, or arising out of any such assignment or transfer or purported assignment or transfer of a claim, cause of action, or matter released pursuant to this Contribution Settlement.

29. Entire Agreement. Each of the Parties acknowledges that, except for the Consent Decree, this Contribution Settlement (including its attachments) contains all of the terms and conditions agreed upon by the Parties concerning the settlement and/or the release of the Parties' claims against each other concerning Final Remedy Work, all other work performed or to be performed, and other matters pertaining to the OII Site or the Casmalia Disposal Site, and that this Contribution Settlement supersedes all prior negotiations, proposed agreements, and agreements concerning such settlement and release. Each of the Parties acknowledges that no party or representative, agent, or attorney for a party has made any representative or warranty to influence the execution of this Contribution Settlement that is not expressly contained in this Contribution Settlement and each of the Parties acknowledges that it has not executed this Contribution Settlement in reliance upon any such representation or warranty. This Contribution Settlement shall not be modified or changed with respect to a member of the Owner/Operator Group and the members of the Generator Group except by a written instrument signed by such member of the

Owner/Operator Group and the members of the Generator Group.

30. **Binding Effect.** This Contribution Settlement is binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, trustees, and personal representatives.
31. **Counterparts.** This Contribution Settlement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
32. **Rules of Interpretation.** The Parties have jointly drafted this Contribution Settlement, and it shall not be interpreted against or in favor of any of the Parties on the ground that any of the Parties participated in its drafting.
33. **Authority of Signatories.** Each of the Parties represents and warrants that the person executing this Contribution Settlement on its behalf is a representative duly authorized to bind it and empowered to enter into this Contribution Settlement on its behalf.
34. **Notices.** All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

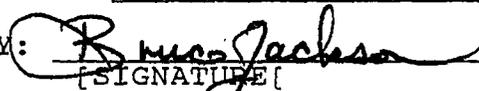
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Active USA, Inc., an Indiana corporation, successor by merger to Kenosha Auto Transport Corporation
[MEMBER NAME]

DATED: 6-26-00

BY: 
[SIGNATURE]

NAME: BRUCE JACKSON
[NAME PRINTED OR TYPED]

TITLE: VICE-PRESIDENT

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: AK Steel Corporation successor by merger to Armco Inc.
[MEMBER NAME]

DATED: July 10, 2000

BY: Myrl R. Wear for AK Steel Corporation
[SIGNATURE]

NAME: Myrl R. Wear
[NAME PRINTED OR TYPED]

TITLE: Manager Environmental Affairs

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

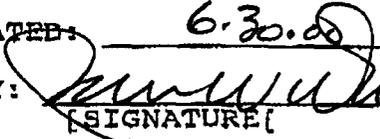
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Alcoa Composites Inc. (for its former Weslock Division)
[MEMBER NAME]

DATED: 6.30.00

BY: 
[SIGNATURE]

NAME: Ralph W. Waechter
[NAME PRINTED OR TYPED]

TITLE: Coordinator, Remediation Work Group

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: AMERICAN AIRLINES
[MEMBER NAME]

DATED: 7-21-00

BY: 
[SIGNATURE]

NAME: T. J. AHERN
[NAME PRINTED OR TYPED]

TITLE: VP- SAFETY, SECURITY & ENVIRONMENT

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: American National Can
[MEMBER NAME[

DATED: 06/23/00

BY: *William A. Francois*
[SIGNATURE[

NAME: William A. Francois
[NAME PRINTED OR TYPED]

TITLE: Senior Vice President, General Counsel and Secretary

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: AmeriPride Services Inc. fka Welch's Overall Cleaning Co. Inc.
[MEMBER NAME[

DATED: 6/30/00

BY: *Rojean E. Rada*
[SIGNATURE[

NAME: Rojean E. Rada
[NAME PRINTED OR TYPED]

TITLE: Secretary

postage prcpaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: ARMSTRONG WORLD INDUSTRIES, INC.
[MEMBER NAME]

DATED: 7/20/00

BY: 
[SIGNATURE]

NAME: ROBERT J. SHANNON
[NAME PRINTED OR TYPED]

TITLE: PRESIDENT,
WORLD WIDE FLOOR PRODUCTS OPERATIONS

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: ARCO ENVIRONMENTAL
[MEMBER NAME]

DATED: 7/7/00

BY: [Signature]
[SIGNATURE]

Tim 7/6/00

NAME: SANDY STASH
[NAME PRINTED OR TYPED]

TITLE: VICE PRESIDENT

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the

Owner/Operator Group
ATOFINA Chemicals, Inc. (formerly
FOR: Elf Atochem North America, Inc., as successor-in-interest to Penwalt Corporation, M&T Chemicals, and Purex Corporation.
[MEMBER NAME]

DATED: 7/13/00

BY: [Signature]
[SIGNATURE]

NAME: David Schwartzberg
[NAME PRINTED OR TYPED]

TITLE: Vice President - Health, Environment & Safety

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: BANDAG INCORPORATED
[MEMBER NAME]

DATED: 06/19/2000

BY: Paul E. Crosser
[SIGNATURE]

NAME: PAUL E. CROSSER
[NAME PRINTED OR TYPED]

TITLE: MGR, ENVIRONMENTAL & PREP. CONS. SERVICES

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Behr Process Corp.
[MEMBER NAME]

DATED: 7-20-2000

BY: [Signature]
[SIGNATURE]

NAME: Tim Ferguson
[NAME PRINTED OR TYPED]

TITLE: Dir, Rick Management

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: BETHLEHEM STEEL CORPORATION
[MEMBER NAME]

DATED: June 23, 2000

BY: *Augustine E. Moffitt, Jr.*
[SIGNATURE]

NAME: Augustine E. Moffitt, Jr.
[NAME PRINTED OR TYPED]

Executive Vice President and
TITLE: Chief Administrative Officer

postage prepaid, return receipt requested, to a representative designated by each Party.

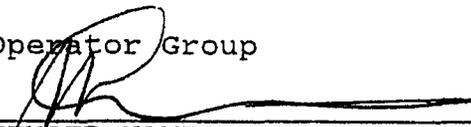
35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

MM

FOR: 
[MEMBER NAME] signature

DATED: June 27, 2000

BY: Matthias Sonneveld
[SIGNATURE]

~~NAME~~ For: BetzDearborn Inc. (f/k/a Betz Laboratories, Inc.)
[NAME PRINTED OR TYPED]

TITLE: Vice President, Manufacturing

postage prepaid, return receipt requested; to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: BHP coated steel Corp (successor to Supracote, Inc.)
[MEMBER NAME]

DATED: _____

BY: [Signature]
[SIGNATURE]

NAME: GARY BERG
[NAME PRINTED OR TYPED]

TITLE: VP Finance

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: BIRD INCORPORATED
[MEMBER NAME]

DATED: July 31 2000

BY: [Signature]
[SIGNATURE]

NAME: FRANK S ANTHONY
[NAME PRINTED OR TYPED]

TITLE: VICE PRES, DEPT

postage prepaid, return receipt requested; to a representative designated by each Party.

35. **Exhibits.** The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Black & Decker For McCulloch
[MEMBER NAME]

DATED: July 27, 2000

BY: *Linda H. Biagioni*
[SIGNATURE]

NAME: Linda H. Biagioni
[NAME PRINTED OR TYPED]

TITLE: Vice President Environmental Affairs

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: BORDEN, INC. FOR BORDEN CHEMICAL COMPANY
[MEMBER NAME]

DATED: 7-6-2000

BY: C. Richard Springer
[SIGNATURE]

NAME: C. RICHARD SPRINGER
[NAME PRINTED OR TYPED]

TITLE: DIRECTOR OF ENVIRONMENTAL AFFAIRS

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Bonus International Services Group*
[MEMBER NAME]

DATED: 6/30/00

BY: [Signature]
[SIGNATURE]

NAME: Harold Gene Lee, President G.I. Leasing
[NAME PRINTED OR TYPED]

TITLE: VP + Genl Counsel

* A/k/a Borg-Warner Security Corporation

postage prepaid, return receipt requested, to a representative designated by each Party.

35. **Exhibits.** The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Catson Corp / Merck
[MEMBER NAME]

DATED: 6/23/00

BY: [Signature]
[SIGNATURE]

NAME: Stephen Tarowski
[NAME PRINTED OR TYPED]

TITLE: Assistant Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Champion International Corporation
[MEMBER NAME[

DATED: June 29, 2000

BY: 
[SIGNATURE[

NAME: Thomas B. Ross
[NAME PRINTED OR TYPED]

TITLE: Director, Environmental Projects

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: ★ Chevron Environmental Management Company
[MEMBER NAME]

DATED: June 19, 2000

BY: [Signature]
[SIGNATURE]

NAME: Jeffrey J. Potry
[NAME PRINTED OR TYPED]

TITLE: Business Unit Manager, Superfund and Property Management

★ on behalf of itself, Chevron Chemical Company, LLC, Chevron Pipe Line Company, and Chevron U.S.A., Inc.

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Chrome Crankshaft Co.
[MEMBER NAME]

DATED: 6-28-00

BY: Ray Carel
[SIGNATURE]

NAME: Ray Carel
[NAME PRINTED OR TYPED]

TITLE: Plant Manager

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the

Owner/Operator Group
The City of Los Angeles acting for
FOR: the Los Angeles Department of Public Works
[MEMBER NAME]

DATED: 8-4-2000

BY: *Gregory L. Scott*
[SIGNATURE]

NAME: Gregory L. Scott
[NAME PRINTED OR TYPED]

TITLE: Director Bureau of Street Services

APPROVED AS TO FORM AND LEGALITY
JAMES K. HAHN, CITY ATTORNEY

AUG 02 2000
BY: *Roberta S. Zinman*
ROBERTA S. ZINMAN
Deputy City Attorney

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: The City of Los Angeles by and through the Los Angeles Department of Water and Power
[MEMBER NAME]

DATED: AUGUST 2, 2000

BY: *Enrique Martinez*
[SIGNATURE]

NAME: ENRIQUE MARTINEZ
[NAME PRINTED OR TYPED]

TITLE: ASSISTANT GENERAL MANAGER - POWER SERVICES

AUTHORIZED BY RES. _____

APPROVED AS TO FORM AND LEGALITY
JAMES K. HAHN, CITY ATTORNEY

JULY 07, 2000
BY *Roberta S. Zinman*
ROBERTA S. ZINMAN
Deputy City Attorney

AUG 01 2000

001 027

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Coltec/Menasco
[MEMBER NAME]

DATED: June 26, 2000

BY: *John R. Mayo*
[SIGNATURE]

NAME: John R. Mayo
[NAME PRINTED OR TYPED]

TITLE: Assistant Secretary

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Conoco, Inc.
[MEMBER NAME]

DATED: 7/6/00

BY: [Signature]
[SIGNATURE]

NAME: Andrew Shakalis, Esq.
[NAME PRINTED OR TYPED]

TITLE: Senior Counsel - Environmental
In-house counsel acting on
behalf of Conoco, Inc.

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

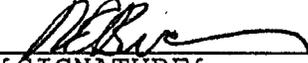
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Cooper & Brain
[MEMBER NAME]

DATED: 6-28-00

BY: 
[SIGNATURE]

NAME: Robert Brain
[NAME PRINTED OR TYPED]

TITLE: President

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the

Owner/Operator Group

FOR: Crowley Maritime Corporation on behalf of its wholly owned subsidiaries Crowley Marine Services, Inc., Crowley Towing & Transportation Co. and Crowley Environmental Services, Inc.
[MEMBER NAME]

DATED: July 15, 2000

BY: Bruce Love
[SIGNATURE]

NAME: BRUCE LOVE
[NAME PRINTED OR TYPED]

TITLE: CORP. SECRETARY/CORP. COUNSEL

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the

Owner/Operator Group
FOR: CROWN BEVERAGE PACKAGING, INC.
(for Continental Can Company)
[MEMBER NAME]

DATED: 6/21/00

BY: William T. Gallagher
[SIGNATURE]

NAME: WILLIAM T. GALLAGHER
[NAME PRINTED OR TYPED]

TITLE: VP

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: DaimlerChrysler Corp.
[MEMBER NAME[

DATED: 7/21/00

BY: Kathleen M. Hennessey
[SIGNATURE[

NAME: Kathleen M. Hennessey
[NAME PRINTED OR TYPED]

TITLE: Senior Staff Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: DEPT, INC.
[MEMBER NAME]

DATED: 7.24.00

BY: Mary Ann Desmond
[SIGNATURE]

NAME: MARY ANN DESMOND
[NAME PRINTED OR TYPED]

TITLE: Vice President + Chief Admin. Officer

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

Delta Air Lines, Inc. for itself and
FOR: as Successor by merger to Western Air Lines, Inc.
[MEMBER NAME[

DATED: July 24, 2000

BY: Mary E. Raines
[SIGNATURE[

NAME: Mary E. Raines
[NAME PRINTED OR TYPED]

TITLE: General Attorney

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: The Deutsch Co.
[MEMBER NAME[

DATED: 24 July 2000

BY: *W. E. Holler*
[SIGNATURE[

NAME: W. E. Holler
[NAME PRINTED OR TYPED]

TITLE: Secretary

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Douglas Oil Company of California^{Dr} and Conoco Inc.
[MEMBER NAME]

DATED: 06-20-2000

BY: Ronald G. Bantz
[SIGNATURE]

NAME: Ronald G. Bantz
[NAME PRINTED OR TYPED]

TITLE: Environmental Fellow,
Manager, Remediation Technology

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the

Owner/Operator Group
THE DOW CHEMICAL CO. AS SUCCESSOR
FOR: IN INTEREST TO GENERAL LATEX & CHEMICAL CORP.
[MEMBER NAME[

DATED: 7/19/00

BY: *Douglas B. Walker*
[SIGNATURE[

NAME: DOUGLAS B. WALKER
[NAME PRINTED OR TYPED]

TITLE: PLANT MANAGER

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Dunn-Edwards Corporation
[MEMBER NAME[

DATED: July 6, 2000

BY: *Robert Wendoll*
[SIGNATURE[

NAME: Robert Wendoll
[NAME PRINTED OR TYPED]

TITLE: Director of Environmental Affairs

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: EMERSON & CUMINGS, INC.
[MEMBER NAME]

DATED: 7/17/2000

BY: [Signature]
[SIGNATURE]

NAME: David M. Cleary
[NAME PRINTED OR TYPED]

TITLE: Senior Environmental Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

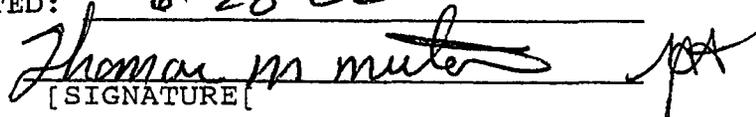
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Exxon Mobil Corp.
[MEMBER NAME]

DATED: 6-28-00

BY: Thomas M. Minton 
[SIGNATURE]

NAME: Thomas M. Minton
[NAME PRINTED OR TYPED]

TITLE: MSR, Superfund Response Group

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Federal Express Corporation
[MEMBER NAME]

DATED: July 7, 2000

BY: *J. Michael Oehmler*
[SIGNATURE]

NAME: J. Michael Oehmler
[NAME PRINTED OR TYPED]

TITLE: Attorney

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Ferro Corporation
[MEMBER NAME]

DATED: 7/21/00

BY: Leonard D. Young Esq
[SIGNATURE]

NAME: LEONARD D. YOUNG
[NAME PRINTED OR TYPED]

TITLE: Counsel for Ferro Corporation

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Fibreboard Corporation and its parent Owens Corning Corp.
[MEMBER NAME[

DATED: 7/6/00

BY: *John W. Christy*
[SIGNATURE[

TAM

NAME: John W. Christy
[NAME PRINTED OR TYPED]

TITLE: Assistant Secretary

postage prepaid, return receipt requested; to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

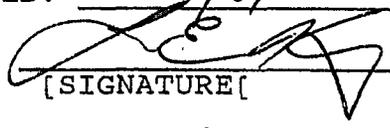
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: FLINT INK CORPORATION
[MEMBER NAME]

DATED: 7/6/00

BY: 
[SIGNATURE]

NAME: LAWRENCE E. KING
[NAME PRINTED OR TYPED]

TITLE: VICE PRESIDENT, GENERAL COUNSEL & SECRETARY

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: THE FLINTKOTE COMPANY
[MEMBER NAME]

DATED: June 23, 2000

BY: [Signature]
[SIGNATURE]

NAME: ALAN S. ROBINSON
[NAME PRINTED OR TYPED]

TITLE: SENIOR V.P. & GEN'L COUNSEL

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Ford Motor Company
[MEMBER NAME[

DATED: 7-20-00

BY: Kathryn S. Lamping
[SIGNATURE[

NAME: Kathryn S. Lamping
[NAME PRINTED OR TYPED]

TITLE: Assistant Secretary

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Fort James Corporation, Successor-in-interest to Crown Zellerbach
[MEMBER NAME] with respect to Crown Zellerbach's Sheila Street and Garfield Avenue Plants

DATED: 7/24/2000

BY: Scott D. Matchett
[SIGNATURE]

NAME: Scott D. Matchett
[NAME PRINTED OR TYPED]

TITLE: Senior Counsel, Environmental

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

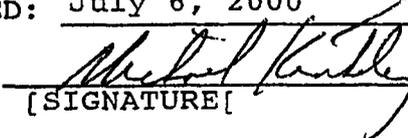
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: GATX Terminals Corporation
[MEMBER NAME]

DATED: July 6, 2000

BY: 
[SIGNATURE]

NAME: Michael Kinkley
[NAME PRINTED OR TYPED]

TITLE: Director of Environmental Remediation

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Gaylord Container Corporation as successor in interest to Crown
[MEMBER NAME] Zettarback Corporation's Baldwin Park Blvd. Facility

DATED: 8/7/00

BY: David Tanaka
[SIGNATURE]

NAME: David F. Tanaka
[NAME PRINTED OR TYPED]

TITLE: VP and General Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: GENERAL Electric Co
[MEMBER NAME]

DATED: 7/19/2000

BY: [Signature]
[SIGNATURE]

NAME: David W. Thompson
[NAME PRINTED OR TYPED]

TITLE: Manager, Mid-Atlantic / Southeast Region Environmental Remediation Program

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: General Motors Corporation
[MEMBER NAME]

DATED: June 27, 2000

BY: Don A Schiemann
[SIGNATURE]

NAME: Don A. Schiemann
[NAME PRINTED OR TYPED]

TITLE: Attorney

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Georgia-Pacific Corporation
[MEMBER NAME[

DATED: July 21, 2000

BY: Peter H. Smith
[SIGNATURE[

NAME: Peter H. Smith
[NAME PRINTED OR TYPED]

TITLE: Senior Counsel, Environmental

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

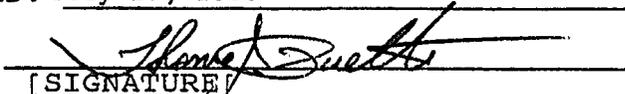
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: The Glidden Company (as successor to Grow Group, Inc.)
[MEMBER NAME]

DATED: July 19, 2000

BY: 
[SIGNATURE]

NAME: Thomas J. Puette
[NAME PRINTED OR TYPED]

TITLE: Director Legal Services

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: GOULD INC.
[MEMBER NAME]

DATED: JUNE 19, 2000

BY: Michael C. Veysel
[SIGNATURE]

NAME: MICHAEL C. VEYSEL
[NAME PRINTED OR TYPED]

TITLE: Senior Vice President



postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

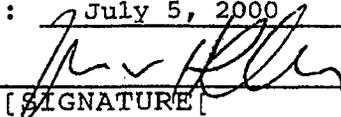
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Hellman Properties LLC
[MEMBER NAME]

DATED: July 5, 2000

BY: 
[SIGNATURE]

NAME: Marco W. Hellman
[NAME PRINTED OR TYPED]

TITLE: Manager

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

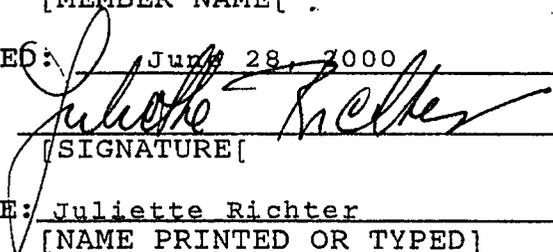
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Henkel Corporation
[MEMBER NAME[.

DATED: June 28, 2000

BY: 
[SIGNATURE[

NAME: Juliette Richter
[NAME PRINTED OR TYPED]

TITLE: Associate General Counsel
and Risk Manager

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: The Hertz Corporation
[MEMBER NAME]

DATED: 7/29/00

BY: *Eric Swartwood*
[SIGNATURE]

NAME: Eric Swartwood
[NAME PRINTED OR TYPED]

TITLE: Staff Vice President, Facilities

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: ~~Shudre A. Fisch~~ Honeywell
[MEMBER NAME]

DATED: 7/19/2000

BY: Shudre A. Fisch
[SIGNATURE]

NAME: THEODORE A. FISCHER
[NAME PRINTED OR TYPED]

TITLE: Director, RES

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Hunt-Wesson, Inc.
[MEMBER NAME[

DATED: June 20, 2000

BY: *Patrick M. Ryan*
[SIGNATURE[

NAME: Patrick M. Ryan
[NAME PRINTED OR TYPED]

TITLE: General Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

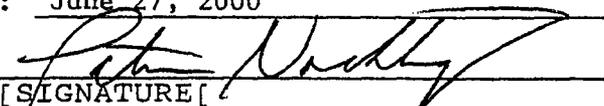
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Ingersoll-Rand Company
[MEMBER NAME]

DATED: June 27, 2000

BY: 
[SIGNATURE]

NAME: Patricia Nachtigal
[NAME PRINTED OR TYPED]

TITLE: Vice President & General Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Inland Paperboard and Packaging, Inc.
[MEMBER NAME]

DATED: 6/20/00

BY: StHouseholder
[SIGNATURE]

NAME: Steven L. Householder
[NAME PRINTED OR TYPED]

TITLE: Vice President + General Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

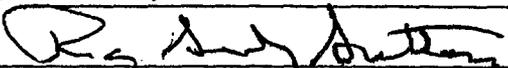
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Interstate Brands Corporation
[MEMBER NAME[

DATED: June 30, 2000

BY: 
[SIGNATURE[

NAME: Ray Sandy Sutton
[NAME PRINTED OR TYPED]

TITLE: Vice President

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

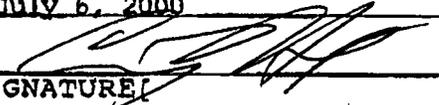
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Jefferson Smurfit Corporation (U.S.) f/k/a Container Corporation of America
[MEMBER NAME]

DATED: July 6, 2000

BY: 
[SIGNATURE]

NAME: Craig A. Hunt
[NAME PRINTED OR TYPED]

TITLE: vice President, General Counsel and Secretary

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Kerr-McGee Corporation
[MEMBER NAME]

DATED: 6.23.00

BY: *[Signature]* *WTG*
[SIGNATURE]

NAME: Kenneth W. Crouch
[NAME PRINTED OR TYPED]

TITLE: Senior Vice President

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

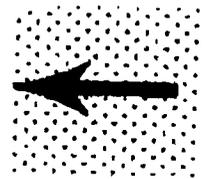
FOR: KEYSON CONTINUED CORP
[MEMBER NAME]

DATED: 7/23/00

BY: [Signature]
[SIGNATURE]

NAME: HOWARD E. HILL
[NAME PRINTED OR TYPED]

TITLE: Pres.



**SIGN
HERE**

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: LIBERTY VEGETABLE OIL COMPANY
[MEMBER NAME]

DATED: 7/14/00

BY: *Irwin S. Field*
[SIGNATURE]

NAME: IRWIN S. FIELD
[NAME PRINTED OR TYPED]

TITLE: PRESIDENT AND CEO

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: See Below (*)
[MEMBER NAME]

DATED: July 20, 2000

BY: *James H. O'Brien*
[SIGNATURE]

NAME: James H. O'Brien
[NAME PRINTED OR TYPED]

TITLE: Vice President
Corporate Energy, Environment, Safety & Health

*LOCKHEED MARTIN CORPORATION, for its predecessors, Lockheed Corporation and Martin Marietta Corporation, and their respective divisions, subsidiaries, affiliates, predecessors and successors, including for Lockheed Corporation its division Lockheed-California Company and its wholly-owned subsidiary Lockheed Air Terminal, Inc. and for Martin Marietta Corporation its subsidiaries Martin Marietta Technologies Inc. and Martin Marietta Aluminum, Inc. but excluding Martin Marietta Carbon Inc.

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

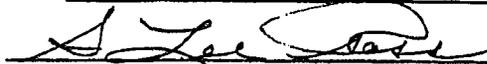
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Long Beach Oil Development Company
[MEMBER NAME[

DATED: 07/07/00

BY: 
[SIGNATURE[

NAME: S. LEE ROSS
[NAME PRINTED OR TYPED]

TITLE: CEO

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
[MEMBER NAME[

DATED: 6/28/00

BY: Ronald W. Stamm
[SIGNATURE[

NAME: RONALD W. STAMM
[NAME PRINTED OR TYPED]

TITLE: SENIOR DEPUTY COUNTY COUNSEL

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

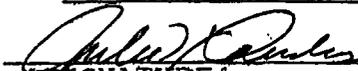
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Los Angeles Times Communications LLC, as
Successor-in-interest to Los Angeles Times
[MEMBER NAME]

DATED: 7-20-00

BY: 
[SIGNATURE]

NAME: Julie Xanders
[NAME PRINTED OR TYPED]

TITLE: Vice President

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: MASCO TECH
[MEMBER NAME]

DATED: 6/19/00

BY: David L. Hirsch
[SIGNATURE]

NAME: DAVID L. HIRSCH
[NAME PRINTED OR TYPED]

TITLE: Vice President

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Maytag Corporation
[MEMBER NAME]

DATED: July 20, 2000

BY: *Steven H. Wood*
[SIGNATURE]

NAME: Steven H. Wood
[NAME PRINTED OR TYPED]

TITLE: V.P. Public Reporting and
Internal Audit

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

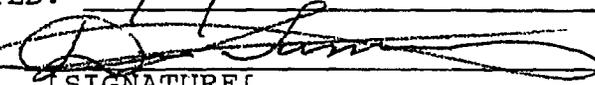
THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the

Owner/Operator Group
McDonnell Douglas Corporation and
FOR: The Boeing Company for Rockwell International Corporation

[MEMBER NAME]

DATED: 6/21/00

BY: 
[SIGNATURE]

NAME: Dan R. Summers
[NAME PRINTED OR TYPED]

TITLE: Chief Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

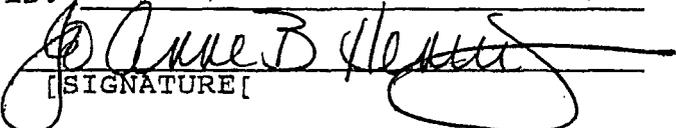
The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the

Owner/Operator Group
Michelin North America, Inc., as successor-
FOR: in-interest to the Uniroyal Goodrich Tire Company

[MEMBER NAME]

DATED: July 21, 2000

BY:



[SIGNATURE]

NAME: Jo Anne B. Hennigan

[NAME PRINTED OR TYPED]

TITLE: Corporate Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Mitchell Energy Corporation
[MEMBER NAME]

DATED: 6/19/2000

BY: 
[SIGNATURE]

NAME: Thomas G. Trott
[NAME PRINTED OR TYPED]

TITLE: Vice President-Legal

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:
- A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: MRC Holdings, Inc.
[MEMBER NAME]

DATED: July 6, 2000

BY: Ellen T. O'Brien
[SIGNATURE]

NAME: Ellen T. O'Brien
[NAME PRINTED OR TYPED]

TITLE: Senior Vice President

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

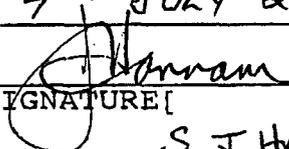
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: MYDRIN INC (NOW KNOWN AS CADI HAYES INC)
[MEMBER NAME]

DATED: 7th JULY 2000

BY: 
[SIGNATURE]

NAME: S. J. HANNAM
[NAME PRINTED OR TYPED]

TITLE: DIRECTOR

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the

Owner/Operator Group

FOR:

National Railroad Passenger Corporation ("Amtrak")

[MEMBER NAME]

DATED:

June 16, 2000

BY:

[Signature]

[SIGNATURE]

NAME:

James T. Lloyd

[NAME PRINTED OR TYPED]

TITLE:

Senior Vice President & General Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: NESTLE USA, INC.
[MEMBER NAME]

DATED: 6/27/00

BY: *Robert Sanders* *time*
[SIGNATURE]

NAME: ROBERT H. SANDERS
[NAME PRINTED OR TYPED]

TITLE: Vice President & Deputy General Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: NL Industries, Inc.
[MEMBER NAME]

DATED: 7-6-00

BY: *Marcus A. Martin*
[SIGNATURE]

NAME: Marcus a. martin
[NAME PRINTED OR TYPED]

TITLE: Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

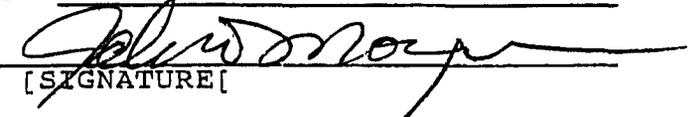
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Occidental Petroleum Corporation
[MEMBER NAME]

DATED: June 16, 2000

BY: 
[SIGNATURE]

NAME: John W. Morgan
[NAME PRINTED OR TYPED]

TITLE: Executive Vice President - Operations

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

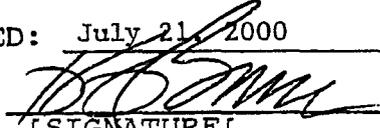
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Owens-Illinois, Inc.
[MEMBER NAME]

DATED: July 21, 2000

BY: 
[SIGNATURE]

NAME: Howard G. Bruss
[NAME PRINTED OR TYPED]

TITLE: Assistant Secretary

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Pacific Tube Company
[MEMBER NAME]

DATED: 6-29-00

BY: [Signature]
[SIGNATURE]

NAME: Joseph A. Sofia
[NAME PRINTED OR TYPED]

TITLE: Secretary

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Parker-Hannifin Corp.
[MEMBER NAME]

DATED: June 28 2000

BY: Christopher H. Morgan
[SIGNATURE]

NAME: Christopher H. Morgan
[NAME PRINTED OR TYPED]

TITLE: Ast. General Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

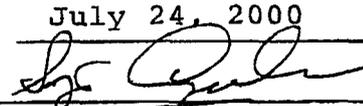
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Pervo Paint Company
[MEMBER NAME[

DATED: July 24, 2000

BY: 
[SIGNATURE[

NAME: Sanjiv Gunasekara
[NAME PRINTED OR TYPED]

TITLE: Vice-President

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: PPG INDUSTRIES, INC.
[MEMBER NAME]

DATED: 7/7/00

BY: *David Cannon*
[SIGNATURE]

NAME: DAVID C. CANNON JR.
[NAME PRINTED OR TYPED]

TITLE: VICE PRESIDENT, EHS

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: The Procter & Gamble Manufacturing Company
[MEMBER NAME]

DATED: July 12, 2000

BY: 
[SIGNATURE]

NAME: David E. Ross
[NAME PRINTED OR TYPED]

TITLE: Senior Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: PRUDENTIAL OVERALL SUPPLY
[MEMBER NAME]

DATED: 7/24/00

BY: Lee Terry
[SIGNATURE]

NAME: LEE TERRY
[NAME PRINTED OR TYPED]

TITLE: DIRECTOR, ENVIRONMENTAL AFFAIRS

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Revlon Consumer Products Corporation (Formerly RLK Corporation)
[MEMBER NAME]

DATED: July 6, 2000

BY: [Signature]
[SIGNATURE]

NAME: Kenneth Ippolito
[NAME PRINTED OR TYPED]

TITLE: VP - Asst General Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

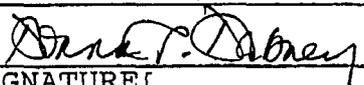
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Reynolds Metals Company
[MEMBER NAME]

DATED: June 28, 2000

BY: 
[SIGNATURE]

NAME: Donna C. Dabney
[NAME PRINTED OR TYPED]

TITLE: Secretary and Assistant General Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Sara Lee Corporation
[MEMBER NAME]

DATED: July 11, 2000.

BY: 
[SIGNATURE]

NAME: George D. Johnson
[NAME PRINTED OR TYPED]

TITLE: Director, Environmental Affairs

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: SBC Holdings, Inc. (F/K/a The Steinhilber Brewery Company, successor to Jos. Schlitz Brewing Co.)
[MEMBER NAME]

DATED: 25 July 2000

BY: 
[SIGNATURE]

NAME: LEONARD F. CHARLA
[NAME PRINTED OR TYPED]

TITLE: Attorney For SBC Holdings, Inc

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

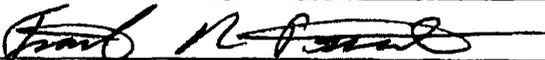
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Shell Oil Company
[MEMBER NAME]

DATED: 6-29-2000

BY: 
[SIGNATURE]

NAME: Frank R. Fossati
[NAME PRINTED OR TYPED]

TITLE: Remediation Manager

postage prepaid, return receipt requested, to a representative designated by each Party.

35. ~~Exhibits~~. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the

Owner/Operator Group *COMPANION*
 FOR: *SOLO-LYNCH FOR WESTERN CHEMICAL + MFG. CO*
 [MEMBER NAME]
 DATED: *7/2/00*
 BY: *[Signature]*
 [SIGNATURE]
 NAME: *ANTHONY J. GERACE*
 [NAME PRINTED OR TYPED]
 TITLE: *PRESIDENT*

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Southern California Edison
[MEMBER NAME]

DATED: 10-29-00

BY: Stephen E. Pickett
[SIGNATURE]

NAME: Stephen E. Pickett
[NAME PRINTED OR TYPED]

TITLE: Vice President & General Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Southern California Gas Company
[MEMBER NAME]

DATED: 6-22-00

BY: *Lee Stewart*
[SIGNATURE]

NAME: Lee Stewart
[NAME PRINTED OR TYPED]

TITLE: President - FTS

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Stone Container Corporation, successor in interest to Southwest Forest Industries, Inc.
[MEMBER NAME]

DATED: July 6, 2000

BY: 
[SIGNATURE]

NAME: Craig A. Hunt
[NAME PRINTED OR TYPED]

TITLE: Vice President, General Counsel and Secretary

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Superior Industries International, Inc.
[MEMBER NAME]

DATED: 7 / 7 / 00

BY: 
[SIGNATURE]

NAME: R. Jeffrey Ornstein
[NAME PRINTED OR TYPED]

Vice President and CFO
TITLE:

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

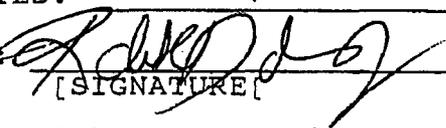
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Surface Protection Industries, Inc.
[MEMBER NAME]

DATED: June 20, 2000

BY: 
[SIGNATURE]

NAME: Robert C. Davidson, Jr.
[NAME PRINTED OR TYPED]

TITLE: CEO

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Texaco Inc
[MEMBER NAME]

DATED: 6-19-00

BY: Roger K Hadley
[SIGNATURE]

NAME: Roger K Hadley
[NAME PRINTED OR TYPED]

TITLE: Manager EPMS

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

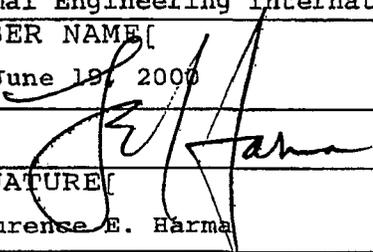
THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Thermal Engineering International (USA) Inc.

[MEMBER NAME]

DATED: June 19, 2000

BY: 

[SIGNATURE]

NAME: Laurence E. Harma

[NAME PRINTED OR TYPED]

TITLE: Executive Vice President / Chief Financial Officer

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: THUMS Long Beach Co.
[MEMBER NAME]

DATED: 8/09/00

BY: Fred C. Boepple *FB*
[SIGNATURE]

NAME: Fred C. Boepple
[NAME PRINTED OR TYPED]

TITLE: Vice President

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Transportation Leasing Co.
[MEMBER NAME]

DATED: 6-19-00

BY: [Signature] JP
[SIGNATURE]

NAME: PETER J. NOVAK
[NAME PRINTED OR TYPED]

TITLE: VICE PRESIDENT-GENERAL COUNSEL

postage prepaid, return receipt requested, to a representative designated by each Party.

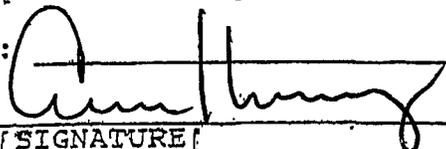
35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Tribune Company, as successor-in-interest to Times Mirror Press (a dissolved Corporation)
[MEMBER NAME]

DATED: _____
BY: 
[SIGNATURE]

NAME: Crane Kenney
[NAME PRINTED OR TYPED]

TITLE: Senior Vice President

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: TRW Inc.
[MEMBER NAME[

DATED: June 26, 2000

BY: David B. Goldston
[SIGNATURE[

NAME: David B. Goldston
[NAME PRINTED OR TYPED]

TITLE: Assistant Secretary

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

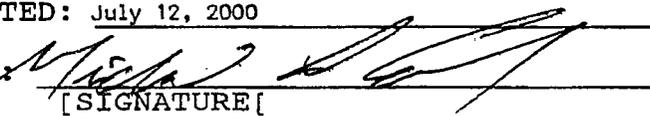
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Union Pacific Resources Company
[MEMBER NAME]

DATED: July 12, 2000

BY: 
[SIGNATURE]

NAME: Michael L Cook
[NAME PRINTED OR TYPED]

TITLE: Staff Supervisor

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: United Parcel Service, Inc.
[MEMBER NAME[

DATED: 7/21/00

BY: Linda K. DiSantis
[SIGNATURE[

NAME: Linda K. DiSantis
[NAME PRINTED OR TYPED]

TITLE: Vice President

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Unocal
[MEMBER NAME]

DATED: 6/19/90

BY: *Philip C. Stern*
[SIGNATURE]

NAME: Philip C. Stern
[NAME PRINTED OR TYPED]

TITLE: Manager, Western Division Assets
Asset Management Group

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Van Waters & Rogers Inc.
[MEMBER NAME[

DATED: June 26, 2000

BY: Allan Bakalian
[SIGNATURE[

NAME: Allan Bakalian
[NAME PRINTED OR TYPED]

TITLE: Senior Corporate Counsel

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

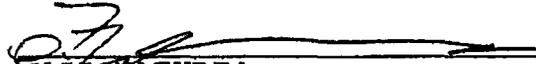
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: VEST, INC. (formerly known as Bernard Epps & Co.)
[MEMBER NAME[

DATED: July 9, 2000

BY: 
[SIGNATURE[

NAME: SAM FUKAZAWA
[NAME PRINTED OR TYPED]

TITLE: Vice-President

postage prcpaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

Viacom Inc. (successor by merger to CBS Corp.)

FOR: for Seven-Up Bottling of LA
[MEMBER NAME[

DATED: July 7, 2000

BY: Michael T. Sweeney
[SIGNATURE[

NAME: Michael T. Sweeney
[NAME PRINTED OR TYPED]

TITLE: Assistant Secretary

add 7/5

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

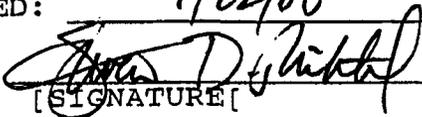
A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Waste Management as successor in interest to Oil & Solvent Process Co.
[MEMBER NAME]

DATED: 7/22/00

BY: 
[SIGNATURE]

NAME: Steven D. Richtel
[NAME PRINTED OR TYPED]

TITLE: Director, Closed Sites

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Waterford Wedgwood USA for its now-dissolved subsidiary, Franciscan Ceramics, Inc.
[MEMBER NAME]

DATED: 10 July 2000

BY: [Signature]
[SIGNATURE]

NAME: JOHN B. MORGAN
[NAME PRINTED OR TYPED]

TITLE: Company Secretary

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Willamette Industries, Inc.
[MEMBER NAME]

DATED: 6-28-00

BY: Charles A. Hess
[SIGNATURE]

NAME: Charles A. Hess
[NAME PRINTED OR TYPED]

TITLE: Mgr., Environment & Technology

postage prepaid, return receipt requested, to a representative designated by each Party.

35. Exhibits. The only Exhibits to this Contribution Settlement are as follows:

A. List of Generator Group members

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRIBUTION SETTLEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS.

The undersigned members of the Generator Group agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group

FOR: Xerox Corporation
[MEMBER NAME]

DATED: 6/24/2000

BY: Jack C. Azar
[SIGNATURE]

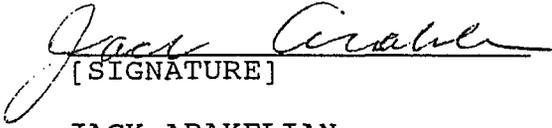
NAME: Jack C. Azar
[NAME PRINTED OR TYPED]

TITLE: Vice President,
Environment, Health & Safety

The undersigned settling member of the Owner/Operator Group hereby agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group.

FOR: OPERATING INDUSTRIES, INC.
[MEMBER NAME]

DATED: June 12, 2000

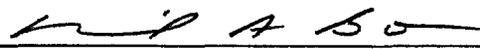
BY: 
[SIGNATURE]

NAME: JACK ARAKELIAN
[PRINTED OR TYPED]

TITLE: PRESIDENT

Approved as to form and content:

Shelby H. Moore, Jr., Esq.
Counsel for the Generator Group
Law Offices of Shelby H. Moore, Jr.


Michael A. Barth, Esq.
Michael A. Barth
A Professional Corporation
Counsel for Operating Industries, Inc., A.H.A.S., Inc. Jack
Arakelian, and Ron Arakelian, Sr.

Tim Michael Agajanian, Esq.
Casterline and Agajanian
Counsel for Tim Michael Agajanian and Tom Agajanian
Executors of the Estate of Tim Mesrop Agajanian,
Deceased

The undersigned settling member of the Owner/Operator Group hereby agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group.

FOR: A.H.A.S., INC.
[MEMBER NAME]

DATED: June 12, 2000

BY: 
[SIGNATURE]

NAME: JACK ARAKELIAN
[PRINTED OR TYPED]

TITLE: PRESIDENT

Approved as to form and content:

Shelby H. Moore, Jr., Esq.
Counsel for the Generator Group
Law Offices of Shelby H. Moore, Jr.



Michael A. Barth, Esq.
Michael A. Barth
A Professional Corporation
Counsel for Operating Industries, Inc., A.H.A.S., Inc. Jack
Arakelian, and Ron Arakelian, Sr.

Tim Michael Agajanian, Esq.
Casterline and Agajanian
Counsel for Tim Michael Agajanian and Tom Agajanian
Executors of the Estate of Tim Mesrop Agajanian,
Deceased

The undersigned settling member of the Owner/Operator Group hereby agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group.

FOR: JACK ARAKELIAN
[MEMBER NAME]

DATED: June 12, 2000

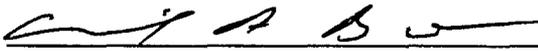
BY: 
[SIGNATURE]

NAME: JACK ARAKELIAN
[PRINTED OR TYPED]

TITLE: _____

Approved as to form and content:

Shelby H. Moore, Jr., Esq.
Counsel for the Generator Group
Law Offices of Shelby H. Moore, Jr.


Michael A. Barth, Esq.
Michael A. Barth
A Professional Corporation
Counsel for Operating Industries, Inc., A.H.A.S., Inc. Jack
Arakelian, and Ron Arakelian, Sr.

Tim Michael Agajanian, Esq.
Casterline and Agajanian
Counsel for Tim Michael Agajanian and Tom Agajanian
Executors of the Estate of Tim Mesrop Agajanian,
Deceased

The undersigned settling member of the Owner/Operator Group hereby agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group.

FOR: RON ARAKELIAN, SR.
[MEMBER NAME]

DATED: June 12, 2000

BY: 
[SIGNATURE]

NAME: RON ARAKELIAN, SR.
[PRINTED OR TYPED]

TITLE: _____

Approved as to form and content:

Shelby H. Moore, Jr., Esq.
Counsel for the Generator Group
Law Offices of Shelby H. Moore, Jr.


Michael A. Barth, Esq.
Michael A. Barth
A Professional Corporation
Counsel for Operating Industries, Inc., A.H.A.S., Inc. Jack
Arakelian, and Ron Arakelian, Sr.

Tim Michael Agajanian, Esq.
Casterline and Agajanian
Counsel for Tim Michael Agajanian and Tom Agajanian
Executors of the Estate of Tim Mesrop Agajanian,
Deceased

The undersigned settling member of the Owner/Operator Group hereby agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group.

FOR: THE ESTATE OF TIM MESROP AGAJANIAN, DECEASED
[MEMBER NAME]

DATED: 6-21-00

BY: 
[SIGNATURE]

NAME: TIM MICHAEL AGAJANIAN
[PRINTED OR TYPED]

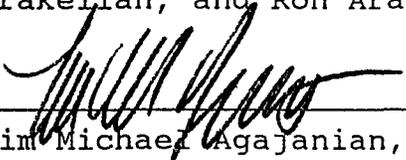
TITLE: CO-EXECUTOR

Approved as to form and content:

Shelby H. Moore, Jr., Esq.
Counsel for the Generator Group
Law Offices of Shelby H. Moore, Jr.



Michael A. Barth, Esq.
Michael A. Barth
A Professional Corporation
Counsel for Operating Industries, Inc., A.H.A.S., Inc. Jack
Arakelian, and Ron Arakelian, Sr.



Tim Michael Agajanian, Esq.

Casterline and Agajanian
Counsel for Tim Michael Agajanian and Tom Agajanian
Executors of the Estate of Tim Mesrop Agajanian,
Deceased

The undersigned settling member of the Owner/Operator Group hereby agrees to the terms of the foregoing Contribution Settlement regarding the Owner/Operator Group.

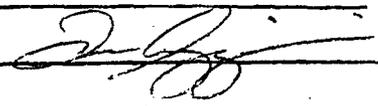
FOR: TIM MESROP AGAJANIAN, DECEASED
[MEMBER NAME]

DATED: _____

BY: _____
[SIGNATURE]

NAME: TIM MICHAEL AGAJANIAN
[PRINTED OR TYPED]

TITLE: CO-EXECUTOR

7-14-2000


TOM AGAJANIAN*

CO-EXECUTOR
*In his capacity as
Co-Executor only
and not in his
Individual Capacity

Approved as to form and content:

Shelby H. Moore, Jr., Esq.
Counsel for the Generator Group
Law Offices of Shelby H. Moore, Jr.

Michael A. Barth, Esq.
Michael A. Barth
A Professional Corporation
Counsel for Operating Industries, Inc., A.H.A.S., Inc. Jack
Arakelian, and Ron Arakelian, Sr.

Tim Michael Agajanian, Esq.
Casterline and Agajanian
Counsel for Tim Michael Agajanian and Tom Agajanian
Executors of the Estate of Tim Mesrop Agajanian,
Deceased

EXHIBIT A

MEMBERS OF THE STEERING COMMITTEE

- | Member | Member |
|-------------------------------------|--------------------------------------|
| 1. ALCOA & Weslock Co. | 45. Flintkote Company |
| 2. Allied-Signal & Bendix Corp. | 46. Ford Motor Company |
| 3. American Airlines | 47. GATX Terminals Corporation |
| 4. American National Can | 48. Gaylord Container Corp. |
| 5. Amtrak | 49. General Electric |
| 6. Armco Inc. | 50. General Latex & Chemical Corp. |
| 7. Armstrong World Industries Inc. | 51. General Motors Corporation |
| 8. Atlantic Richfield Company | 52. Georgia-Pacific Corporation |
| 9. Bandag Licensing Corp. | 53. Gould Inc. |
| 10. Behr Process Corporation | 54. Grant Oil Tools |
| 11. Bethlehem Steel Corporation | 55. Grow Group Inc. |
| 12. Betz Dearborn Inc. | 56. H & L Tooth Company |
| 13. Bird Corporation | 57. Hellman Estates |
| 14. Black & Decker | 58. Henkel Corporation |
| 15. Blacktop Material Co. | 59. Hertz Corporation |
| 16. Borden | 60. Hollytex & USG Corp. |
| 17. Borg-Warner Corporation | 61. Hughes Aircraft Co. |
| 18. Bridgestone/Firestone Inc. | 62. Hunt-Wesson Inc. |
| 19. Calgon (Kelco) | 63. Ingersoll-Rand (Proto-Tool) |
| 20. Carnation Company | 64. Inland Container Corporation |
| 21. Champion International Corp. | 65. Interstate Brands Corp. |
| 22. Chevron Corporation | 66. James River Corporation |
| 23. Chrome Crankshaft Co., Inc. | 67. Kenosha Auto Transport Corp. |
| 24. Chrysler Corporation | 68. Kern's Food Inc. |
| 25. City of Inglewood | 69. Keysor-Century Corporation |
| 26. City of Los Angeles | 70. LA County Metro Trans Auth (MTA) |
| 27. Conoco/Douglas Oil Co. | 71. Liberty Vegetable Oil |
| 28. CONOPCO, Inc. | 72. Lockheed Corporation |
| 29. Continental Can Co. | 73. Long Beach Oil Development |
| 30. Cooper & Brain Inc. | 74. Martin Marietta Aluminum |
| 31. Cooper Drum | 75. Maytag |
| 32. Crowley Maritime Corporation | 76. McDonnell Douglas / Rockwell |
| 33. Deft Incorporated | 77. McKesson Corporation |
| 34. Delta Airlines Inc. | 78. Menasco Inc. |
| 35. Department of Water & Power | 79. Mitchell Energy Corp. |
| 36. Deutsch Company | 80. Mobil Oil Corporation |
| 37. Dunn-Edwards Corporation | 81. MRC Holdings, Inc. |
| 38. Elf Atochem North America, Inc. | 82. Mydrin Inc. |
| 39. Emerson & Cuming | 83. NT(I) Industries & Weiser Lock |
| 40. Exxon Co. USA | 84. NT(I) Industries, Inc. |
| 41. Federal Express Corporation | 85. Occidental Petroleum Corp. |
| 42. Ferro Corporation | 86. Oil & Solvent Process |
| 43. Fibreboard Corporation | 87. Oryx Energy |
| 44. Flint Ink Corporation | 88. Owens-Illinois Inc. |

89. Pacific Tube
90. Packaging Corp. of America (Eko Products)
91. Parker-Hannifin Corp.
92. Pervo Paint Co.
93. PPG Industries Inc.
94. Procter & Gamble Company
95. Promark Group
96. Prudential Overall Supply
97. Rent-A-Uniform
98. Reynolds Metals Company
99. RLL Corp. (Max Factor Company)
100. Safeway Stores Inc.
101. Santa Fe Energy Resources (Monterey Resources)
102. Seven-Up Bottling Corp.
103. Shasta Beverages
104. Shell Oil Company
105. Soco-Western
106. Soulé Steel
107. Southern California Chemical
108. Southern California Edison Company
109. Southern California Gas Co.
110. Southern Pacific Transportation
111. Star-Kist Foods Inc.
112. Stone Container
113. Stroh Brewery Company
114. Superior Industries
115. Supracote Inc.
116. Surface Protection Ind..
117. Texaco Inc.
118. Thermal Engineering Int'l (Senior Engineering Co)
119. Thurns Long Beach
120. Times-Mirror Co.
121. Truce International Holdings Inc.
122. Transportation Leasing Co.
123. TRW Inc.
124. Union Oil Company of CA
125. Union Pacific Resources Co.
126. Uniroyal Goodrich Tire Co.
127. United Parcel Service, Inc.
128. Univar Corporation
129. Vest Inc.
130. Waterford Wedgwood USA Inc.
131. Welch's Overall Cleaning Co.
132. Willamette Industries Inc.
133. Xerox Corporation

F

**United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree**

**APPENDIX F
GCLC Record of Decision**

The following Record of Decision relating to the Gas Migration Control and Landfill Cover operable unit at the OII Site, signed by the Region IX Deputy Regional Administrator on September 30, 1988, as amended on September 28, 1990, comprises the OII Site GCLC ROD.

//
//

**OPERATING INDUSTRIES, INC.
GAS MIGRATION
CONTROL OPERABLE UNIT
RECORD OF DECISION**

RECORD OF DECISION

TABLE OF CONTENTS

DECLARATION STATEMENT	1
DECISION SUMMARY	
SCOPE AND ROLE OF OPERABLE UNIT	1
SITE DESCRIPTION	2
SITE HISTORY AND ENFORCEMENT ACTIVITIES	4
COMMUNITY RELATIONS HISTORY	9
SITE CHARACTERISTICS	9
SUMMARY OF SITE RISKS	13
DOCUMENTATION OF SIGNIFICANT CHANGES	16
DESCRIPTION OF ALTERNATIVES	17
SUMMARY OF COMPARATIVE ANALYSIS OF ALTERNATIVES	21
SELECTED REMEDY	24
STATUTORY DETERMINATIONS	31
ATTACHMENTS	
RESPONSIVENESS SUMMARY	
ADMINISTRATIVE RECORD INDEX	

00487

DECLARATION

SITE NAME AND LOCATION

Operating Industries, Inc. (OII)
Monterey Park, California

STATEMENT OF BASIS AND PURPOSE

This decision document presents the selected remedial action for Operating Industries, Inc. Site, in Monterey Park, California, developed in accordance with CERCLA, as amended by SARA, and to the extent practicable, the National Contingency Plan. This decision is based upon the administrative record for this operable unit at this site. The attached index identifies the items which comprise the administrative record upon which the selection of the remedial action is based.

The State of California concurs with the selected remedy.

DESCRIPTION OF THE REMEDY

This is the third operable unit for the OII site. As an operable unit this document addresses only the issue of landfill gas (LFG) migration control. The Gas Control Remedial Action will be integrated with the final site remedy as the component for collecting and destroying landfill gas which would otherwise be released from the site. Final cover, leachate collection, groundwater, slope stability, soil contamination, and final closure will be fully addressed in the final Remedial Investigation/Feasibility Study for the site, or in future Operable Units.

The major components of the selected landfill gas control remedy include:

- o Installing 58 new perimeter LFG extraction wells, as shown in Figure 5, with placement focused on minimizing offsite LFG migration.
- o Installing 48 pile driven wells on the top deck of the landfill with placement focused on maximizing source control of LFG.

- o Installing 50 shallow and 12 deep slope wells with placement focused on reducing surface emissions, and controlling intermediate to deep subsurface migration at the perimeter.
- o Installing new integrated perimeter and interior LFG headers (abovegrade).
- o Utilizing functional existing gas extraction wells and gas monitoring probes.
- o Installing 58 multiple completion monitoring wells at the property boundary.
- o Installing landfill gas destruction facilities with a capacity of approximately 9,000 cfm, and an automated control station for the gas control system.
- o Installing abovegrade condensate sumps to collect condensate from gas headers.
- o Installing leachate pumps in gas wells to de-water saturated zones, and installing abovegrade leachate sumps.

DECLARATION

The selected remedy is protective of human health and the environment, a waiver can be justified for whatever Federal and/or State applicable or relevant and appropriate requirements which will not be met, and it is cost-effective. This remedy satisfies the statutory preference for remedies that employ treatment that reduces toxicity, mobility or volume as a principal element and utilizes permanent solutions and alternative treatment (or resource recovery) technologies to the maximum extent practicable.

Because this remedy will result in hazardous substances remaining onsite above health-based levels, a review will be conducted within five years after commencement of the final remedial action to ensure that the remedy continues to provide adequate protection of human health and the environment.

9.30.88
Date

Daniel W. McGovern
Daniel W. McGovern
Regional Administrator
EPA, Region IX

00488

DECISION SUMMARY
OPERATING INDUSTRIES, INC.
GAS MIGRATION CONTROL OPERABLE UNIT
RECORD OF DECISION

SCOPE AND ROLE OF OPERABLE UNIT

The Operable Unit Feasibility Study (OUFS) for Landfill Gas (LFG) Migration Control at the Operating Industries, Inc. (OII) Landfill in Monterey Park, California, has been conducted to evaluate potential remedial alternatives for mitigating the LFG problems at the site. The U.S. EPA is addressing LFG problems as an operable unit so that a gas migration control remedial action can be initiated prior to implementation of the overall final remedial action for the site. The Gas Control Remedial Action will be integrated with the final site remedy as the component for collecting and destroying landfill gas which would otherwise be released from the site.

As an Operable Unit, this document addresses only the issue of LFG migration control. It does not address other issues such as leachate and condensate management, groundwater contamination, final site closure, and final remedy. This is the third operable unit for the OII site. A Record of Decision (ROD) for Site Control and Monitoring was signed on July 31, 1987, and a ROD for Leachate Management was signed on November 16, 1987. Final cover, leachate collection, groundwater, slope stability, soil contamination and final closure will be addressed in the final Remedial Investigation/Feasibility Study for the site, or in future Operable Units.

00489

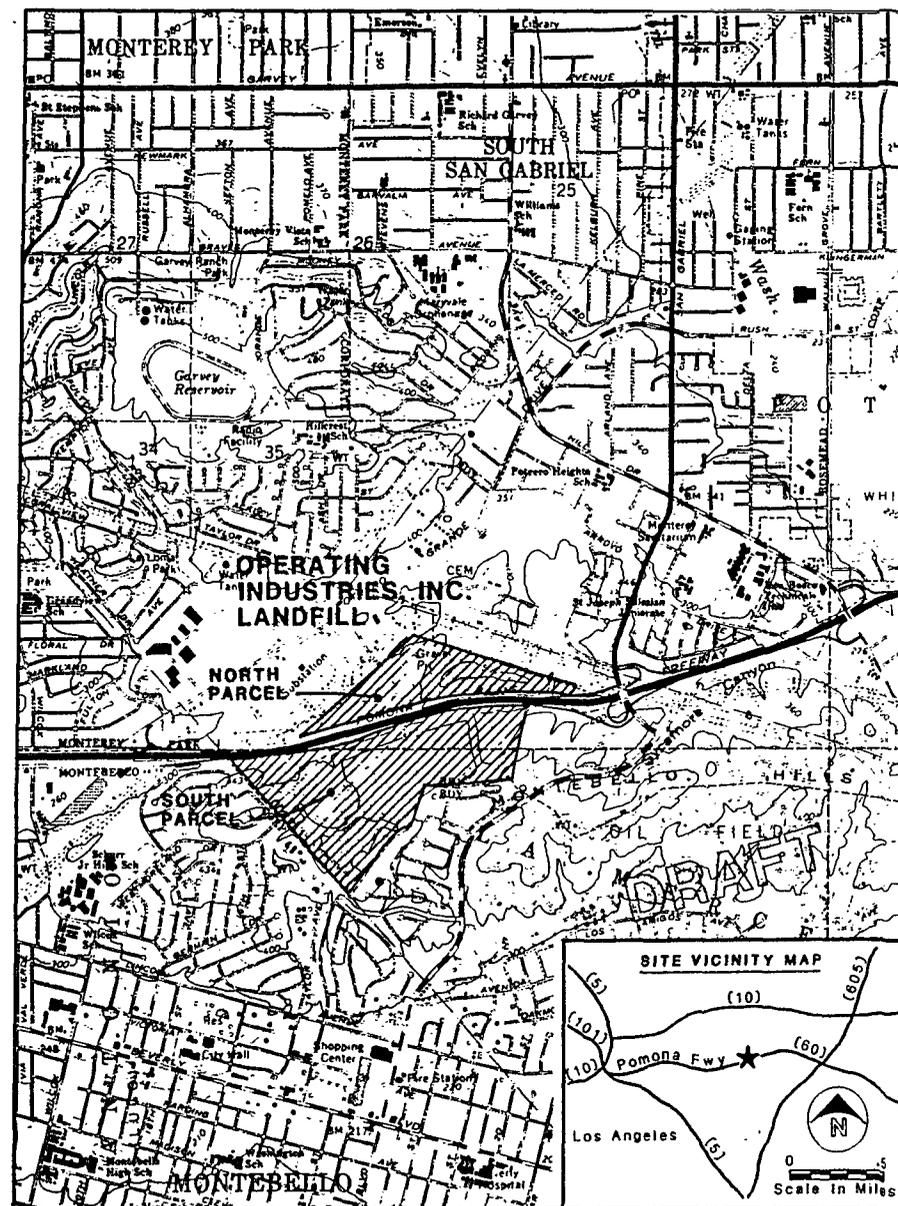
SITE DESCRIPTION

The OII Landfill is located at 900 Potrero Grande Drive, Monterey Park, 10 miles east of Los Angeles (Figure 1). The site is 190 acres in size with 145 acres (south parcel) lying south of the Pomona Freeway (California Highway 60) and 45 acres (north parcel) to the north. Ground surface elevations adjacent to the south parcel vary from approximately 500 feet above mean sea level (msl) along the south boundary to approximately 380 feet above msl along the Pomona Freeway. The top of the south parcel varies from 620 to 640 feet above msl. The north parcel is relatively level. The site is owned by Operating Industries, Inc., and related entities.

The adjacent land ownership is as follows:

- o The Southern California Edison Company (SCE) owns the land abutting the north parcel, north of the Pomona Freeway. The SCE substation complex is located south of Potrero Grande Drive on the west side of Greenwood Avenue. A nursery leases the remaining SCE property.
- o The land east of the south parcel, bounded by the Pomona Freeway, Montebello Boulevard, and Paramount Boulevard, is owned by Chevron U.S.A., Inc., and is currently undeveloped. It is currently used for oil recovery by Chevron.
- o The Southern California Gas Company, a subsidiary of the Pacific Lighting Gas Supply Company, operates an underground gas storage facility in the area adjacent to the west boundary of the landfill.
- o A piece of property to the south is jointly owned by Continental Development of California, Inc., and California Bankers Trust Company.
- o The remaining land adjacent to the landfill is primarily residential with single-family homes to the south and southwest of the landfill boundary. The City of Montebello's Iguala Park also borders the southern boundary of the landfill.

00490



0 1000 2000
Scale in Feet

Base Map USGS 7.5 Min.
El Monte Quadrangle 1966
Photo Revision 1981

FIGURE 1
SITE LOCATION MAP
OPERATING INDUSTRIES, INC. LANDFILL
OUF8-GAS MIGRATION CONTROL

LAND USE AND DEMOGRAPHY

The City of Monterey Park zoning ordinance designation for the OII Landfill is M, Manufacturing. In Monterey Park, land to the northwest of the landfill is zoned C-4 (Arterial Service Commercial), C-M (Heavy Commercial-Nonmanufacturing). To the south and west of the landfill, land use primarily consists of residential units (single-family houses). Land to the east is zoned R-A-O, Residential, Agricultural, Oil Production District. A cemetery lies to the northeast along Potrero Grande Drive, and the remainder of this area, between Neil Armstrong Street and Paramount Boulevard, is zoned residential.

The City of Monterey Park has a population of 54,338 and the City of Montebello has a population of 52,929 (1980 Census). Within a three-mile radius of the site there are approximately 53,000 residences.

Regional Hydrogeology

OII is located in the La Merced Hills, between two major groundwater basins: the San Gabriel Basin to the north and east, and the Los Angeles Central Basin to the south.

The San Gabriel Basin aquifer system to the north includes both semiconsolidated and unconsolidated nonmarine sedimentary deposits of Pleistocene and Holocene age. The pattern of groundwater movement within this basin is generally from the perimeter mountains toward the Whittier Narrows. Subsurface outflow and surface flow in the Rio Hondo and San Gabriel Rivers through the Whittier Narrows provide a major source of recharge to the Los Angeles Central Basin, from the San Gabriel Basin to the north.

Los Angeles Central Basin aquifers consist of consolidated to unconsolidated marine and nonmarine rocks ranging from late Pliocene to Holocene age. Regional flow is generally to the west.

The depth and character of the water-bearing strata adjacent to and beneath the OII site are not well understood. Water level measurements from existing wells suggest that perched, unconfined, and confined zones may be present, but have not been adequately identified or characterized. Additional wells will be installed to define hydraulic gradients and to identify potential contaminant migration pathways as part of EPA's ongoing RI/FS at the site.

SURFACE-WATER HYDROLOGY

The major surface streams that receive run-off from the Montebello Hills are the Rio Hondo and Los Angeles Rivers. Tributaries to these drainages in the area of the OII Landfill contain only ephemeral flow generated by storm or urban run-off. The majority of natural drainages have been extensively modified and channelized or diverted to storm sewers.

SITE HISTORY AND ENFORCEMENT ACTIVITIES

Disposal operations at the OII Landfill site began in October 1948, when the Monterey Park Disposal Company (MPD) leased 14 acres from Henry H. Wheeler. An operations agreement between the City of Monterey Park and MPD provided that MPD would operate a municipal landfill on behalf of the City.

The landfill reverted to private ownership by the OII corporation in early 1952 when zoning variances for operating the landfill were not obtained by MPD. The site expanded to 218 acres as additional Wheeler property was obtained in 1953 and 1958.

The landfill was classified as Class II-I by the Los Angeles Regional Water Quality Control Board (LARWQCB) in October 1954. It was permitted to accept Group 2 wastes (ordinary household refuse, decomposable organic refuse, and selected scrap metal), Group 3 wastes (nondecomposable inert solids), and certain types of liquids.

The State of California (CALTRANS) purchased 28 acres from OII for the construction of the Pomona Freeway (completed in 1964), which separated the site into the 45-acre north parcel and the 145-acre south parcel. In August 1975, the Monterey Park City Council adopted Resolution 78-76, which eliminated solid waste disposal on the north parcel and on a 15-acre area in the northwestern section of the south parcel. Thus, after 1975, solid waste disposal was limited to a 130-acre section of the south parcel.

The height of the landfill was first limited to 540 feet in 1957 based on the height of the surrounding hills. The City of Monterey Park increased the height limit to 605 feet in June 1975, and to 640 feet in August 1975.

In March 1976, the LARWQCB restricted disposal of liquids to a 32-acre area in the western portion of the south parcel. OII was allowed to mix liquids with solid refuse at a ratio of 10 gallons

per cubic yard; the ratio was increased to 20 gallons per cubic yard in September 1976. Leachate generated at the site was collected and redisposed.

OII ceased accepting hazardous liquid waste in January 1983 and all liquid waste in April 1983. The California Department of Health Services (DOHS) classified leachate generated at the site as hazardous and prohibited redispisal, effective October 1984. OII stopped accepting all solid waste in October 1984.

Facilities have been constructed on the landfill to monitor and provide limited control of the offsite migration of landfill gas (LFG) and leachate from the landfill. A commercial gas recovery facility, referred to as the interior gas extraction system, was constructed by GSF Energy, Inc., in the interior area of the landfill. These systems are described in the following sections.

Landfill Gas Monitoring Probes

Sixteen LFG monitoring probes were installed by OII onsite along the west, south, and east borders of the south parcel of the landfill in 1976. In December 1981, 15 probes were added and the total 31 probes allowed LFG monitoring along the entire perimeter of the south parcel. In addition, 15 LFG monitoring probes were installed in the north parcel. Thirty-five perimeter probes were installed in July and August 1981 along the west and southwest boundaries to monitor the effectiveness of the air dike system.

Perimeter Gas Extraction System

The perimeter gas extraction system was installed by OII in five major phases on the south parcel to partially control offsite migration of LFG. Phase I (the air dike injection system), installed in 1981, consists of approximately 31 wells on the west border. This air dike injection system introduces air under pressure into the ground at the landfill perimeter to induce a positive pressure gradient and air flow as a barrier to LFG migration away from the landfill. Phases II/III/IV of the system, consisting of LFG extraction wells along the southern and eastern borders, were installed in 1982, and 1983.

After the wells were installed, gas was collected using a portable blower and flare system. In 1983, a permanent blower and flare station (now known as the auxiliary flare) was installed in the southwest corner of the landfill, and the wells were connected with a header system. By July 1983, both the auxiliary flare and portable system were in operation. Phase V wells were connected in May 1984.

The rim well system on the southeast slopes was also added in 1984. This system collects landfill gas from an upper bench of the landfill near the southern perimeter. The wells are relatively shallow, and extract LFG from the above-ground portion of the landfill. The rim wells are connected to the perimeter gas extraction system and, therefore, operate independently of the nearby interior gas extraction system. A new flare station (now known as the main flare) in the northwest corner of the landfill was added in 1984.

Leachate Collection System

The leachate collection system is described in the EPA Leachate Management ROD of November 16, 1987, and is not described further here. Liquids collected from the gas extraction system will be managed under the Leachate Management Remedial Action, or subsequent Leachate Management provision of the final remedy for the site.

Interior Gas Extraction System

GSF (then called NRG NuFuels, Inc.) signed a contract with OII in August 1974 to develop a LFG recovery system for commercial purposes at the OII Landfill site.

The GSF gas collection system and plant began recovering methane for sale to Southern California Gas Company in October 1979. After deciding that continued resource recovery operations at OII were no longer economically viable, GSF relinquished ownership of all subsurface facilities to OII per their contract and notified the EPA that they intended to dismantle their aboveground facilities by March 1, 1987.

In April 1987, GSF, the EPA, and the South Coast Air Quality Management District (SCAQMD) completed negotiations for the purchase of GSF surface facilities using OII trust fund monies held by the SCAQMD. Extraction and flaring of LFG continued from February to May 1987 under temporary agreement between GSF, the SCAQMD, and the EPA. At present, LFG extraction and flaring are operated by the EPA.

EPA is currently performing operation and maintenance of the existing leachate collection system, the existing perimeter gas extraction system, and the existing interior gas extraction system. The system operation and maintenance includes daily monitoring of LFG probes (onsite and offsite, including water meter boxes), conducting scheduled maintenance of blower/flare

stations and compressor equipment, and maintaining site security. This is described in the EPA Site Control and Monitoring ROD of July 31, 1987.

In addition, the EPA is conducting a remedial investigation/feasibility study (RI/FS) to determine the nature and extent of contamination resulting from the site and to assess potential remedial actions.

Enforcement

Various state and local agencies have recorded that Operating Industries frequently violated waste disposal regulations during the operating life of the landfill from 1952 to 1984. Site inspections identified some of these violations and agencies notified Operating Industries to correct the noted problems.

Recent State and Local enforcement actions include:

- 00493
- 1978 - Order for Abatement 2121 (South Coast Air Quality Management District) - The Order includes site maintenance, grading, soil cover, and waste disposal. The order has been modified six times. In 1983, installation of a gas emissions control system and a permanent leachate control system were added. OII has not complied with the major requirements of the order.
 - 1980 - (California Waste Management Board) - Listed site on the California Open Dump Inventory due to RCRA subtitle D violations.
 - 1981 - Cease and Desist Order (L.A. County DOHS) - Issued to OII for operating the landfill without an approved plan for control of landfill gas.
 - 1982 - (City of Montebello) - Filed suit for permanent closure of the landfill to abate a continuing public nuisance.
 - 1983 - Notice and Order (L.A. County DOHS) - Cited violations of California Administrative Code.

Supplemental Notice and Order (L.A. County DOHS) - Reiterates Order requirements, requires installation of gas probes, wells, daily monitoring of gas systems, reporting to L.A. County DOHS, CWMB, and SCAQMD.
 - 1984 - Temporary Restraining Order 0500141 (CA DOHS) - Order to secure financial resources from OII for closure.

30-Day Preliminary Injunction (CA DOHS) - Addressed activities required for closure.

Remedial Action Order LA001 (CA DOHS) - Required leachate management, site characterization, landfill gas control, and closure plans.

Notice of Violation to OII (CA DOHS) - Notification of noncompliance with Remedial Action Order.

Clean-up and Abatement Order 84-5 (Regional Water Quality Control Board) - Reiterates requirements of CA DOHS Order, required phase-out of leachate redispisal, and construction/operation of a permanent leachate control system.

Clean-up and Abatement Order 84-119 (RWQCB) - Required interception, pumping and legal disposal of leachate, and prohibited discharge of leachate on and off-site.

EPA enforcement activities include:

- 1982 - Section 3008 Notice - Notice of EPA Interim Status Part 265 RCRA violations at OII.
- 1983 - RCRA Complaint Issued.

OII submitted draft closure documents in lieu of Part B.

RCRA Consent Agreement Signed
- 1984 - 3007/104 letters issued to OII and GSF.

OII proposed for the National Priorities List

RCRA Section 3007/CERCLA Section 104 Notice Letters/Information Requests issued to Operating Industries, Inc, and individual owners. (8/23/84)
- 1986 - OII finalized on NPL

General Notice Letters/3007/104 Information Requests sent to 27 Potentially Responsible Parties representing 50 percent of manifested wastes. (6/20/86)

Follow-up 3007/104 Letter sent to OII owners.

00497

- 1987 - General Notice Letters/3007/104 Information Requests sent to 56 additional PRPs representing an additional 20 percent of manifested wastes. (1/9/87)
- Follow-up 3007/104 Letter sent to OII owners.
- Negotiations for PRP conduct of RI3/FS held, settlement not reached.
- General Notice Letters/3007/104 Information Requests sent to 106 additional PRPs representing an additional 10 percent of manifested wastes. (11/4/87)
- 1988 - Joint Special Notice and Demand Letter issued to all noticed PRPs, including OII owners for past costs, design and construction of the Leachate Management Remedial Action, and Site Control and Monitoring Activities and EPA's associated oversight costs (2/18/88). Negotiations in progress.
- Special Notice Letter/3007/104 Information Request sent to City of Monterey Park. (2/18/88)

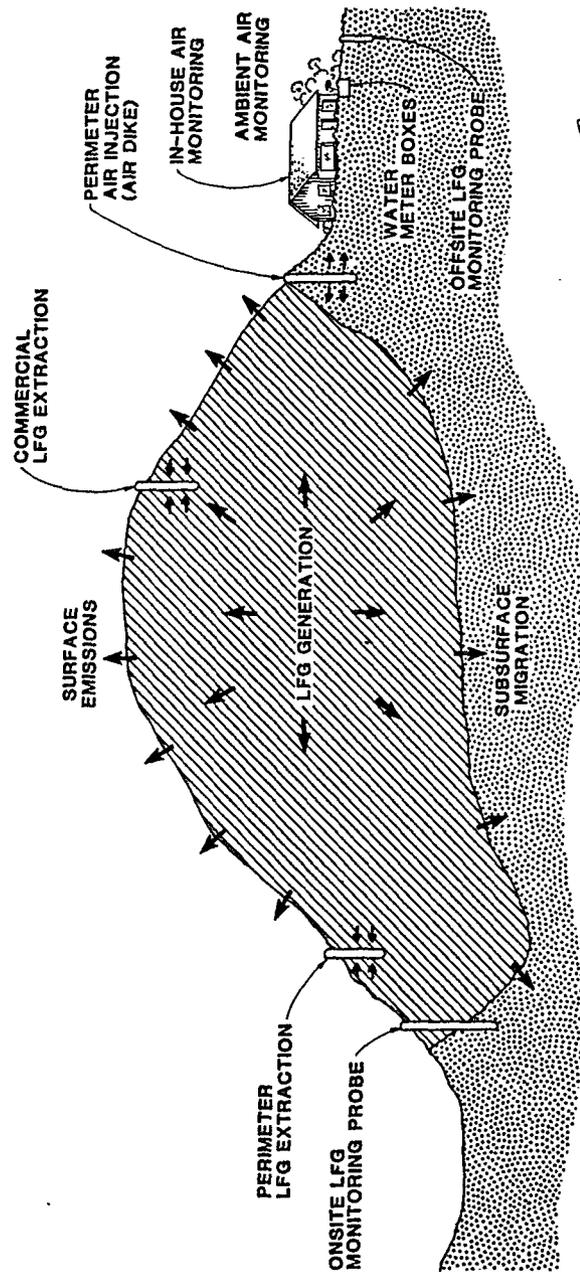
COMMUNITY RELATIONS HISTORY

A history of community relations activities at the OII site, the background on community involvement and concerns, and specific comments on the Feasibility Study and EPA's responses are found in the Responsiveness Summary which accompanies this ROD.

SITE CHARACTERISTICS

Figure 2 illustrates the mechanisms at work in generation, emission, and subsurface migration of gases at the OII Landfill. The four major mechanisms of gas migration at OII are:

- o Generation by anaerobic decomposition of the refuse within the landfill combined with volatile organic compounds released by hazardous substances disposed of at the landfill
- o Surface emissions by releases and diffusion to the atmosphere through the top and sides of the landfill as well as from other areas where gas has migrated in the subsurface to the surrounding neighborhood



DRAFT

FIGURE 2
SCHEMATIC OF LFG MIGRATION
FROM OII LANDFILL SITE
OPERATING INDUSTRIES, INC. LANDFILL
OUFB-GAS MIGRATION CONTROL

LEGEND

↑ PATH OF LFG MIGRATION

▨ REFUSE

○ Subsurface migration by releases and diffusion through the bottom (below ground surface) boundaries of the landfill

○ Collection and partial control by existing perimeter landfill slopes and boundary; by perimeter air infiltration, which provides an air curtain for partial containment along portions of the landfill boundary; and by existing interior extraction, which removes gas from within the interior of the landfill

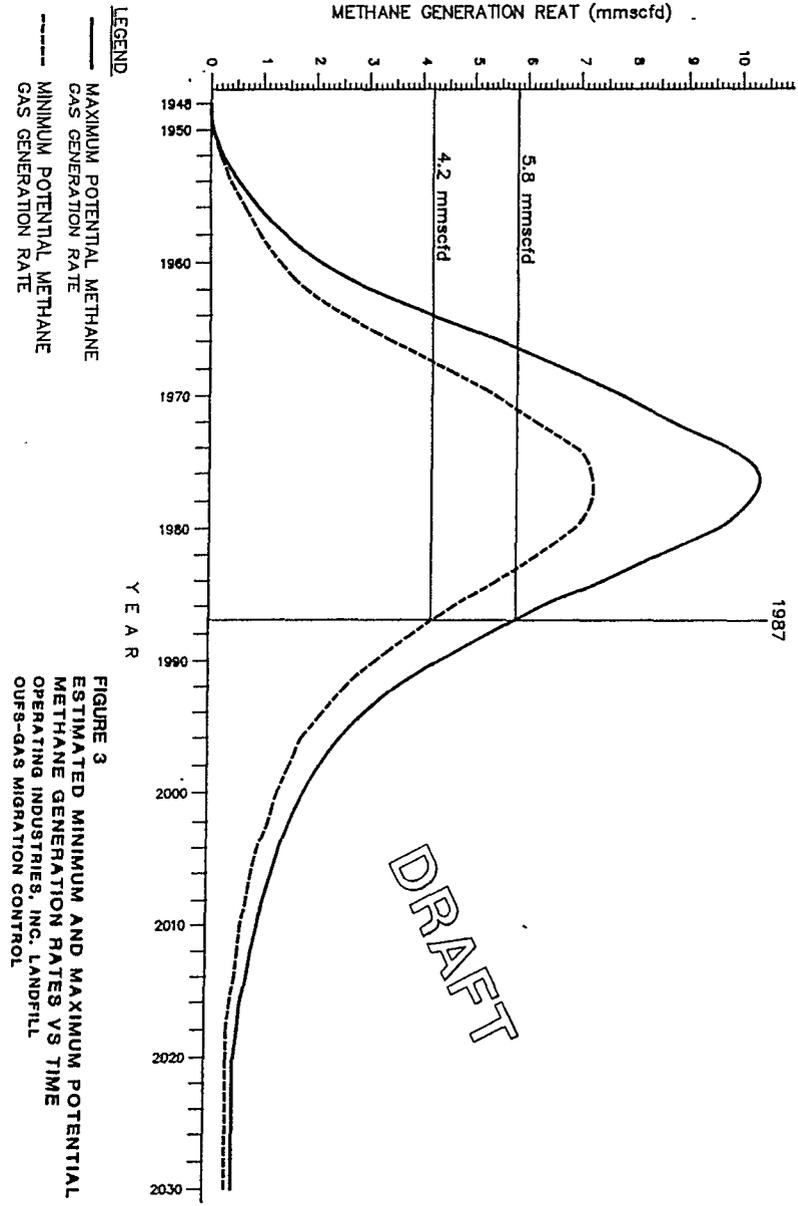
GAS GENERATION

The estimated 1988 methane generation rate from the landfill is (mmscfd). Although the average methane generation is decreasing, it may continue for 35 years or more (Figure 3).

During 1987 and early 1988 EPA installed 15 multiple completion gas monitoring wells. Probes were installed at up to six different depths, extending down to 340 feet. These probes are now being monitored by EPA for methane concentrations, gas pressure and sampled for analysis of other constituents in the gas stream. Contaminants which have been detected include benzene, carbon tetrachloride, 1,1-dichloroethane, 1,1-dichloroethylene, perchloroethylene, trans-1,2-dichloroethylene, trichloroethylene, toluene, vinyl chloride, and 1,1,1-trichloroethane.

Probe monitoring data support the evaluation of subsurface LFG migration. In the area of high subsurface LFG migration identified in the west and east ends of the landfill, the new probes also showed high levels of methane. With the exception of LFG monitoring wells (GMW) No. 2 and No. 3, the probes on the east and west ends of the landfill also showed high levels of methane extending to the depth of the waste mass within a radius of 1,000 feet of the probe location. This information from the deep monitoring probes indicated that subsurface LFG migration is occurring at greater depths than previously known, and supports the recommendation in the RS for installing deep LFG extraction wells and monitoring probes at the perimeter in these areas.

The EPA probes located in the areas identified as having low LFG migration in the RS generally showed lower concentrations than the probes located on the east and west ends of the landfill. Several of these probes showed methane concentrations exceeding 5 percent, the lower explosive limit (LEL).



Additional source control and perimeter extraction wells proposed for other areas may also reduce methane levels in this area. However, the new data indicates that additional gas extraction wells may be required in areas of low methane migration if methane concentrations above 5 percent persist. The number and placement of these wells will depend on future monitoring data.

In summary, new EPA monitoring probe data verifies the presence of methane at concentrations greater than 5 percent in both the shallow and deep probes in the previously identified high migration areas. The data supports the distinction between high and low migration, but indicates that some additional gas extraction wells may also be required in the low migration areas.

At the eastern boundary of the site, subsurface investigation conducted by Geotechnical Consultants, Inc. (GTC) indicated deposits of refuse within Chevron U.S.A. property. The approximate extent of refuse at the east end of the landfill is shown in Figure 4. This composite figure was prepared based on an existing topographic map of the landfill and the conclusions drawn by GTC.

Gas migrating in the subsurface on the Chevron property to the east of the site would be more effectively controlled with perimeter wells installed at the boundary of the refuse (which extends off the OII property in this area) rather than wells installed at the legal property boundary. The zone of influence of wells installed on the legal boundary would have to extend to the perimeter of the waste mass in order to control gas migration. Establishing such zones of influence within the waste mass could lead to excessive oxygen intrusion, creating the potential for underground fires. Smaller zones of influence within native soil could be used to control gas migration if the wells were installed at the boundary of the refuse. The gas control alternatives that involve increased gas extraction on the South Parcel have the flexibility for modification of the conceptual design for gas well and header placement, to better address gas control in this area. This modification consists of locating the perimeter wells and perimeter header line at the edge of the refuse and potentially redistributing a portion of the slope wells in this area. These modifications can be accomplished during the design phase without altering the cost estimates for the alternatives. Field work during the design phase will more precisely define the extent of refuse in this area.

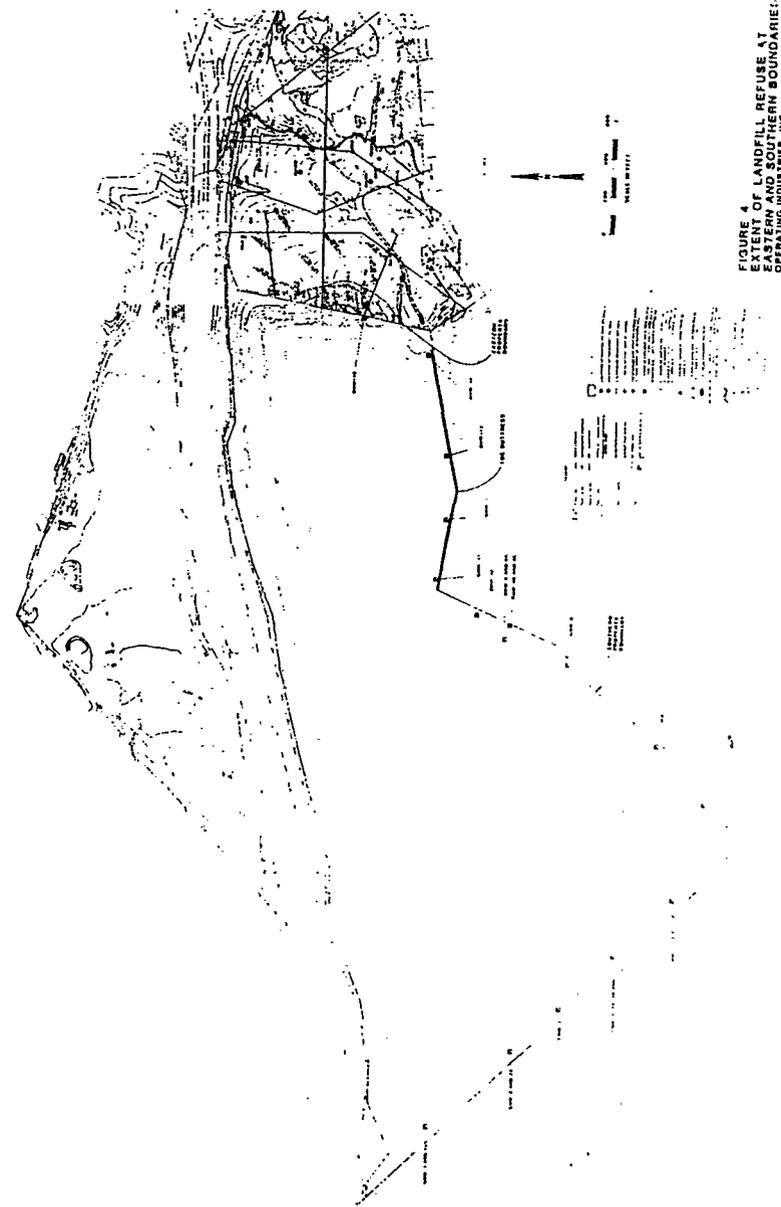


FIGURE 4
EXTENT OF LANDFILL REFUSE AT
EASTERN AND SOUTHERN BOUNDARIES
LANDFILL, CHEVRON U.S.A. INC.

00496

Landfill gas is also being generated within the 11 acres of waste located on the North Parcel of the OII site as confirmed by field monitoring of EPA probes in 1987. A more detailed discussion of the LFG investigation can be found in the Preliminary North Parcel Site Characterization Report, March 4, 1988.

Methane concentrations of 5 to 82 percent were found in the probes placed within the waste mass and at the perimeter of the waste mass. Generally, during monitoring, LFG was found to be prevalent within the landfilled area, as well as at the northwestern and southwestern boundaries of the North Parcel. Lab analysis of LFG samples confirmed the presence of elevated levels of methane. Carcinogenic and toxic organic compounds were also found in the landfill gas.

Methane levels (and, for the most part, levels of carcinogenic and toxic compounds) were found to be lower on the eastern portion of the North Parcel outside of the fill area. EPA believes that the majority of the compounds present in this area are due to the migration of gas away from the landfill areas on the North and South Parcels. EPA presently assumes that control of the gas migration problems of the filled areas of the North and South Parcels should eliminate the existing gas problem on the eastern portion of the North Parcel. Based upon EPA evaluation of the volume of the waste mass and the age of the waste, the North Parcel is beyond the peak of methane generation and is producing approximately 9,000 to 14,000 cubic feet of methane gas per day.

Contaminant Release

LFG that is not collected by the gas collection systems and destroyed by flaring is released by surface emissions or migrates laterally through porous soil, and thus contributes to emissions offsite around the landfill.

A portion of the LFG generated in the landfill is released or emitted by venting mechanisms through the landfill cover. The heat generated by the biochemical reactions in the landfill increases the vapor pressure and the rate of volatilization of organic chemicals present in the waste. The molecular weight, reactivity, and water solubility of each chemical also affect volatilization. Once volatilized, the organic chemicals are transported with the LFG by dominant mechanisms such as diffusion, convection, and barometric pressure pumping.

These release mechanisms have been documented by data on emissions from the landfill surface. The areas onsite with the highest amount of emissions (measured as methane) appear to be

the slopes. The slopes have a thinner cover and are prone to surface erosion and instability causing fissures and cracks. These areas, which will be further monitored during the upcoming RI/FS air sampling tasks, also abut many residences.

Subsurface LFG migration is another release mechanism at the OII landfill. Methane has been detected in water meter boxes and offsite probe locations in the residential neighborhoods at concentrations above the lower explosive limit. Historically, the area to the northwest of the landfill has not exhibited detectable levels of methane in the water meter boxes. The neighborhood to the southwest has continued to exhibit elevated levels of methane despite the existing LFG migration control systems at the landfill.

Contaminant Transport Pathways

Contaminants contained in the LFG either migrate offsite in subsurface soils, or are emitted to the ambient air through the landfill cover. Subsurface migration primarily occurs by diffusion (due to concentration gradients) and convection (due to pressure gradients) through refuse and soil. Chemical contaminants are released to ambient air through the landfill cover onsite or via surface soils around the landfill offsite and are transported by wind and prevailing air drainage patterns.

Contaminants may also move through the void spaces in underground utility conduits. The water meter box data indicate that this has occurred and is still occurring in the southwest section.

Urban development adjacent to the OII site in the mid-1970s resulted in extensive grading and modifications of the original topography. Grading required for access roads and residential lots resulted in excavation of ridges and placement of fill in low areas. Replaced fill, unless compacted effectively, may be more permeable to LFG than undisturbed material.

Geologic formations, such as faults, may also act as pathways for migration. Several faults have been identified in the area.

SUMMARY OF SITE RISKS

A preliminary risk assessment was performed to evaluate the potential public health impacts. This assessment focused only on the LFG issues; other issues will be incorporated into the risk assessment for the site in the overall RI/FS.

As of December 1986, many of the water meter boxes that previously had high methane readings close to the landfill were vented to prevent the build up of methane or other volatile contaminants. The data collected prior to venting indicated the presence of methane in concentrations within the explosive range. Methane concentrations continue to exceed the lower explosive limit in some of these boxes, and additional venting is planned as part of the Site Control and Monitoring Remedial Action. These data are useful for demonstrating that subsurface migration is occurring and still presents a risk if allowed to build up to high concentrations in enclosed spaces. Venting of meter boxes does not eliminate the potential for fire and explosion, since homes, sheds and other enclosed spaces are adjacent to the site. The potential for fire and explosion can only be eliminated by controlling landfill gas to below the the explosive limit (5%) of methane.

Methane build-up in enclosed spaces has been demonstrated at the OII site and may pose an acute and imminent hazard due to the risk of fire and explosion. Methane is a highly flammable gas at concentrations between 5 percent (LEL) and 15 percent (UEL). The water meter box and offsite probe data demonstrate that methane gas has migrated offsite, and methane has accumulated to concentrations up to 70 percent by volume in the meter boxes. If air is added to the enclosed space and decreases the concentrations to within the combustible range, a spark, lighted cigarette, or match can cause an explosion.

The preliminary risk evaluation is based solely on the LFG problem and the chronic effects of LFG components such as benzene and vinyl chloride to humans over a long-term exposure at the site. Methods assessed in the operable unit to remediate the methane problem may also alleviate the other components (e.g., benzene and vinyl chloride).

The risks associated with exposure to volatile organic compounds (VOCs) are estimated for the residential and occupational scenarios with inhalation as the only exposure route considered. The inhalation route is considered in the OUFs risk assessment since it is the criterion to be used to determine feasible technologies for the gas problem. The ambient air data were assumed to represent the air quality inside the houses. In-house data indicated the potential presence of contaminants, but were not used for residential exposure because the data were of questionable quality.

The population potentially exposed to these contaminants includes 2,150 people within 1,000 feet of the landfill as demonstrated by available data.

Contaminants detected in at least 10 percent of the ambient air samples include benzene, carbon tetrachloride, perchloroethylene, trichloroethylene, vinyl chloride, 1,1,1-trichloroethane, and toluene. Of these vinyl chloride is the only compound for which there is an ambient air quality standard, which is 10 ppb. The mean concentration between August 1983, and August 1986, was 1.8 ppb, and the maximum concentration was 14 ppb. The standard was exceeded 16 days during this time period, with the last exceedance occurring on August 23, 1985.

More defined information will be available for the final risk assessment to be included in the overall RI/FS after additional ambient and in-house air monitoring data is collected.

Exposure is estimated based on EPA's Superfund Public Health Evaluation Manual (1986) and CH2M HILL Risk Assessment Guidance document (1986).

The daily chemical intakes via inhalation of noncarcinogens for a 70-kg adult and for 30-kg and 10-kg children in a residential setting were compared to acceptable intakes for chronic exposure (AIC). None of the contaminants exceeded the AIC. The daily chemical intake for the occupational scenario did not exceed the acceptable chronic or subchronic intake levels.

The Hazard Index for multiple exposures was calculated at less than one, therefore, no effect is expected to occur from exposure to the toxic chemicals at the levels found around OII.

The excess lifetime cancer risk was estimated at 1.6×10^{-4} for the residential setting and 5.4×10^{-5} for the occupational scenario. The cancer risk was dictated primarily by benzene and vinyl chloride. However, benzene was not detected in 85 percent of the samples collected and vinyl chloride was not detected in 50 percent of the samples. The detection limit for benzene was 5 ppb in 1983 and 2 ppb in 1984. Thus, the cancer risk was calculated using limited data, and was affected by sensitivity in the analytical technique. Additional data from upcoming ambient air monitoring should allow a distinction between the background risk posed by ambient air in the area, and additional risk posed by contaminants from the OII site. This risk assessment will be presented in the overall RI/FS for the site.

DOCUMENTATION OF SIGNIFICANT CHANGES

Alternatives 9 and 10 (the gas control system for the south parcel and the gas destruction facility, and the gas control system for the north parcel, respectively) were presented in the proposed plan as the preferred alternative. No significant changes have been made to these alternatives, although a modification of the conceptual design for the gas destruction facility may be required.

EPA originally proposed thermal destruction of the landfill gas using "flare" gas incinerators. The ARAR governing emissions from the thermal destruction of the landfill gas has been clarified (See the Statutory Determinations Section of the ROD). This ARAR limits emissions of CO to 550 pounds per day, and NOx to 100 pounds per day, and the exemption from the emissions offset requirements for landfill gas facilities is not allowable. Therefore, EPA may be required to either establish sufficient additional controls on the proposed landfill gas flares to achieve these requirements, or consider alternative gas incinerator designs which would allow further emissions controls. This change constitutes a minor modification of the proposed remedy. Thermal destruction will still be utilized and this modification will not significantly affect the cost of the selected remedy. Additional control equipment for flare emissions could increase the cost of the flare facility by \$1 million. Use of alternative incinerator designs may increase the remedy costs by \$1 to \$2 million. Since the cost of the proposed remedy was previously estimated at \$73 million, with an accuracy range of -30% to +50%, the cost of the remedy is not significantly affected.

If the emissions requirement for landfill gas destruction cannot practicably be achieved, EPA will invoke the waiver from these requirements under SARA, on the grounds that compliance with these requirements would cause more damage to human health and environment (by preventing collection and destruction of landfill gas at OII) than waiving them.

Comments were received which suggested that additional interim cover or partial final cover should be applied on the slopes of the landfill as part of this Operable Unit to further improve control of surface landfill gas emissions. The Feasibility Study deferred cover options for landfill gas control due to data limitations which impacted the technical feasibility of cover evaluation, design, and construction at this time. However, the Feasibility Study did note that integration with the cover would be required for control of surface emissions from the site. As

information becomes available from studies conducted by EPA and/or other parties, or from Site Control and Monitoring activities, EPA will consider the feasibility of integrating additional interim cover or partial final cover with the construction of the selected gas control remedy, and this activity may be added to this Operable Unit. If information becomes available to allow development and evaluation of conceptual cover designs an opportunity for public comment on proposed cover alternatives may be offered, as appropriate.

Several of the alternatives in the Feasibility Study included resource recovery components, however, these were found not to be cost-effective, and therefore, were not included in the preferred alternative. Although the selected remedy does not include design and construction of a resource recovery component, it does allow for EPA to decide to design and construct a resource recovery component in the future if resource recovery becomes cost-effective, and such a decision is consistent with EPA's other decision making criteria.

DESCRIPTION OF ALTERNATIVES

GOALS AND OBJECTIVES

The goals and objectives for remediation include:

- o Limiting methane concentration to less than 5 percent at the site boundary
- o Controlling surface emissions of LFG such that total organic compound concentration is less than 50 ppm on the average and methane concentration is less than 500 ppm at any point on the surface through integration of the gas control remedy and the final cover for the site. Although, prior to final cover placement an interim goal will be to reduce surface emissions to a significant degree, a waiver from full compliance with this ARAR will be required until the final remedy is implemented.
- o Minimizing the odor nuisance - this is directly associated with the reduction of surface emissions, and consequently, although odor reduction will be achieved prior to final cover placement, integration with the final cover will be required to fully address this problem

00500

- o Attaining applicable or relevant and appropriate standards, requirements, criteria, or limitations under other federal and state environmental laws according to the terms of Section 121 of SARA (For an operable unit compliance with ARARs (such as surface emissions control) may be waived if compliance is expected to be achieved through implementation of the final remedy.)
- o Expediting implementation - sequencing and phasing remedial activities to rapidly mitigate identified gas problems
- o Providing consistency with final remedies - considering potential effects of future remedial activities in developing alternatives to mitigate and minimize identified gas problems
- o Integrating gas operations - optimizing migration control by integrating perimeter and interior gas extraction systems
- o Using resource recovery technologies to the maximum extent practicable if cost-effective

SUMMARY OF GAS FS ALTERNATIVES

The alternatives which underwent detailed evaluation in the FS ranged from maintaining the existing LFG systems, to extensive additional well placements to extract LFG. LFG destruction systems ranged from simple flares to a LFG-fired steam boiler with electrical power generation.

Two of the alternatives included a resource recovery element that uses LFG combustion to generate steam and drive steam turbine electrical generators. These could provide electricity for sale to the local utility company.

Except for Alternatives 0 and 1 (no action and status quo, respectively), the emphasis of the alternatives is on increased collection and destruction or utilization of the LFG through thermal destruction. Other gas cleaning or processing technologies were eliminated during the initial screening of alternatives. Alternatives 1 through 9 are possible remedies for the south parcel and alternative 10 is for the north parcel.

Alternative 0

No Action. Walk away, cease extraction system and air dike operation.

Alternative 1

Status Quo. Operate existing systems as is.

- o Air dike--31 wells
 - o OII system (scope wells)--79 wells
 - o GSF system--64 wells
 - o GSF flare station--1 blower, 1 flare
 - o OII flare station--3 blowers, 3 flares
- Methane collected--2.0 million standard cubic feet per day
- o Percent of methane generated--52 percent
 - o Percent increase--0 percent

Alternative 2

Improve Alternative 1 by replacing the header line abovegrade, collecting condensate, and modifying, improving, and integrating the flare facilities.

Alternative 3

Minimal Additional Gas Extraction. Expansion of Alternative 2.

- o Replace air dike with extraction wells
 - o 29 new perimeter wells
 - o 25 new interior wells
 - o New perimeter probes to monitor performance
- Methane collected--2.4 million standard cubic feet per day
- o Percent of methane generated--63 percent
 - o Percent increase--22 percent

Alternative 4

Intermediate Additional Gas Extraction. Expansion of Alternative 2.

- o Replace air dike with extraction wells
 - o 41 new perimeter wells
 - o 63 new interior wells
 - o New perimeter probes to monitor performance
 - o 1 new blower, and 1 new flare
- Methane collected--2.9 million standard cubic feet per day

- o Percent of methane generated--77 percent
- o Percent increase--50 percent

Alternative 5

Maximum Additional Gas Extraction. Expansion of Alternative 2.

- o Replace air dike with extraction wells
- o 56 new perimeter wells
- o 96 new interior wells
- o New perimeter probes to monitor performance
- o 2 new blowers, 2 new flares

Methane collected--3.4 million standard cubic feet per day

- o Percent of methane generated--90 percent
- o Percent increase--78 percent

Alternative 6

Alternative 5 with gas boiler and steam generator added.

- o Net electric output--6.1 mw
- o Net revenues--\$2.4 million
- o Duration of electric generation--10 years

Alternative 7

Replacement of existing systems with a completely new system.

- o 59 new perimeter wells
- o 180 new interior wells
- o New perimeter probes to monitor performance
- o 6 new blowers, 6 new flares

Methane collected--3.4 million standard cubic feet per day

- o Percent of total methane--90 percent
- o Percent increase--78 percent

Alternative 8

Alternative 7 with gas boiler and steam generator. Uses the same resource recovery system as Alternative 6.

Alternative 9

Modified Alternative 7. Uses existing gas extraction wells.

- o 58 new perimeter wells
- o 110 new interior wells

- o 105 existing wells
 - o New perimeter probes to monitor performance
 - o 6 new blowers, 6 new flares
- Methane collected--3.4 million standard cubic feet per day
- o Percent of total methane--90 percent
 - o Percent increase--78 percent

Alternative 10

North Parcel System.

- o 6 new wells and header line
- o Existing LFG monitoring probes
- o Integrated with South Parcel alternative for LFG destruction

Methane collected--.009 to .014 million standard cubic feet per day

In the FS, remedial action alternatives are described in sufficient detail to develop order-of-magnitude cost estimates (-30 to +50 percent) and to allow comparison of alternatives. They are based on the existing site data and understanding of site conditions as well as estimates of future conditions. Information presented concerning sizing of equipment, LFG flows, and extracted LFG quality is preliminary and is useful for evaluation and comparison of alternatives. Values to be used for design will be re-evaluated in the predesign or final design efforts. In addition, data collected as part of continuing site remedial investigation efforts will supplement understanding of current site conditions and may help in optimizing an alternative. Variations in design could include:

- o Number and placement of components such as header lines and extraction wells
- o Extraction rates
- o LFG quality (constituent concentration).

It should also be noted that Alternatives 2 through 8 include facilities for the collection of condensate and/or leachate which result from LFG migration control remedial actions. However, facilities and costs associated with condensate and leachate treatment and/or disposal are not included in these alternatives. Leachate and condensate will be managed under EPA's Leachate Management Remedial Action.

00501

SUMMARY OF COMPARATIVE ANALYSIS OF ALTERNATIVES

Alternative Nos. 0 through 2 are not acceptable gas control alternatives because the quantity of LFG collected would remain the same or decrease. The potential threat from fire and explosion, and contamination of the ambient air from surface emissions would continue.

Alternative No. 3 would provide additional partial control of LFG in some areas. However, control of subsurface migration to less than 5 percent methane and surface emissions to the SCAQMD requirements (when the final cover is implemented) are not expected to be achieved. Therefore, the potential threat from fire and explosion and the contamination of the ambient air from surface emissions would continue. The remedial goals and objectives, including overall protection of human health and the environment, compliance with ARARs, and long and short-term effectiveness would not be met.

Alternative No. 4 could possibly achieve control of subsurface migration and surface emissions in compliance with ARARs. However, this level of control is not considered to be likely. If this alternative does not achieve the ARARs, then the potential threat of fire and explosion and contamination of ambient air could continue, therefore this is not considered an effective alternative.

Alternative Nos. 5, 6, 7, 8 and 9 all have a high probability of controlling subsurface migration and surface emissions (when integrated with the final cover) to achieve ARARs. This level of control will eliminate the threat of fire and explosion and should reduce the amount of contaminants released to the ambient air to protective levels. These alternatives are, therefore, protective of public health and environment. All of these alternatives (5 through 9) are considered roughly equivalent in their effectiveness and implementability.

Alternative Nos. 6 and 8 include electrical generation resource recovery from the LFG. An economic analysis found that the net costs of implementation and operation and maintenance would be increased rather than reduced by these alternatives because the benefit to cost ratios for the resource recovery technologies are less than one. Therefore, these two alternatives were not found to be cost-effective.

Alternative 9 is more cost-effective than alternatives 5 and 7 because it uses existing wells and alternative well installation techniques. The 30-year present worth cost for this alternative

(using a 3 percent discount rate) is estimated at \$72 million, compared to \$90 million for Alternative 5 and \$96 million for Alternative 7. This alternative is also more reliable than Alternative 5 due to the complete replacement of the gas extraction and flaring facilities, and is therefore considered to offer better short and long-term effectiveness.

Alternative 10 is a separate component that will control gas migration in the subsurface and surface emissions from the North Parcel. This alternative is readily implementable and can be integrated with Alternative 9 which will provide LFG extraction and destruction facilities. The 30-year present worth cost of Alternative 10 is \$1.1 million.

Tables 1 and 2 provide a brief comparison summary of the alternatives. These tables present information on EPA's decision making criteria of capital, operations and maintenance, and present worth costs, effectiveness, and compliance with ARARs. Table 3 provides a more detailed comparison of the alternatives. This table presents information on EPA's decision making criteria of overall protection of human health and environment (both short- and long-term effectiveness and permanence), implementability, and compliance with ARARs.

EPA's selected remedy is a combination of Alternatives 9 and 10. It offers a degree of protection of public health and environment that exceeds that of Alternatives 0 through 4, is equivalent to the protection offered by Alternatives 5 through 8, and is readily implementable.

The State of California, Department of Health Services, the Regional Water Quality Control Board, the City of Montebello, and the Los Angeles County Department of Health Services all support the selection of Alternatives 9 and 10 as the selected remedy. The local community group, H.E.L.P., Homeowners to Eliminate Landfill Problems, also support the selection of Alternatives 9 and 10.

The California Waste Management Board, and one local community member preferred Alternative 7 over Alternative 9, because they were opposed to the inclusion of functional existing gas extraction wells at OII. EPA considers it to be more cost-effective to include these functional wells rather than replacing them unnecessarily. EPA's selected remedy provides money to replace these wells when they are no longer functional, as part of yearly operations and maintenance.

80500

Table 1
ALTERNATIVES COMPARISON SUMMARY
OIL LPG MIGRATION CONTROL

No.	Alternative Description	Innovative or Resource Recovery Technology	Estimated Additional LPG Collection (%) ^b	Effectiveness Probability of Meeting or Exceeding ARMS	Cost Estimates (\$ Millions)	
					Capital Investment	O/M ^c
0	No Action	No	-	No	0	0
1	Status Quo	No	0	No	0	1.6
2	Improved Status Quo	No	0	No	5.8	1.5
3	Minimal Gas Extraction with LPG Flaring	No	+20	Partially	15.5	2.0
4	Intermediate Gas Extraction with LPG Flaring	No	+45	Possibly	23.3	2.5
5	Maximum Gas Extraction with LPG Flaring	No	+70	High Probability	32.1	3.0
6	Maximum Gas Extraction with LPG Boiler and Steam Power Generation	Yes	+70	High Probability	46.6	1.4 ^d 3.0 ^e
7	Replacement Gas Extraction with LPG Flaring	No	+70	High Probability	45.3	2.6
8	Replacement Gas Extraction with LPG Boiler and Steam Power Generation	Yes	+70	High Probability	59.8	1.0 ^d 2.6 ^e
9	Modified Replacement Gas Extraction with LPG Flaring	No	+70	High Probability	27	2.3
10	North Parcel System	No	+70	High Probability	0.4	0.038

^aThese costs are order-of-magnitude level estimates (i.e., the cost estimates have an expected accuracy of -30 to +50 percent).
^bPercent increase over projected (based on LPG generation model) LPG collected in 1990 using existing LPG facilities.
^cOperation/Maintenance, net estimated annual costs, 30 years, rounded off.
^dOperation/Maintenance, net estimated annual costs, 0-10 years, rounded off.
^eOperation/Maintenance, net estimated annual costs, 11-30 years, rounded off.

LAT3Y/087

Table 2
NET PRESENT WORTH OF ALTERNATIVES

Alternative	Project Life	Present Worth Rates (\$ millions)		
		@3%	@5%	@10%
1	30 years	31.1	24.4	15.0
	45 years	37.5	27.2	15.1
	60 years	41.4	28.3	14.9
2	30 years	35.3	29.0	20.0
	45 years	41.6	31.7	20.2
	60 years	45.5	32.9	20.2
3	30 years	54.1	45.7	34.0
	45 years	62.3	49.4	34.3
	60 years	67.6	51.1	34.3
4	30 years	71.5	61.1	46.5
	45 years	82.1	65.9	46.9
	60 years	88.8	68.1	46.9
5	30 years	90.0	77.5	60.0
	45 years	103.0	83.5	60.6
	60 years	111.2	86.2	60.6
6	30 years	94.0	82.2	67.7
	45 years	107.0	88.8	68.4
	60 years	115.3	91.5	68.4
7	30 years	96.1	85.2	69.8
	45 years	107.6	90.4	70.3
	60 years	114.9	92.9	70.3
8	30 years	100.2	90.5	77.5
	45 years	111.6	95.8	78.1
	60 years	119.0	98.0	78.1
9	30 years	71.6	61.9	48.4
	45 years	81.5	66.5	48.8
	60 years	87.9	68.6	48.9
10	30 years	1.1	1.0	0.8
	45 years	1.2	1.0	0.7
	60 years	1.2	1.0	0.7

LAT3Y/086

VOSOO

Table 3
EFFECTIVENESS EVALUATION OF ALTERNATIVES

Effectiveness Criteria	Alternative 0	Alternative 1	Alternative 2
Protectiveness of Human Health and the Environment			
o Estimated reduction in methane normally released as surface emissions and subsurface migration ^a	None	None	None
o Surface emissions control - comply with ARARs (less than 50 ppm average; 500 ppm maximum at any point); compliance requirement deferred to the final remedy	Will not comply	Will not comply	Will not comply
o Subsurface migration control - comply with ARARs (less than 5 percent at the boundary)	Will not comply	Will not comply	Will not comply
o Source control - LFG collection at the source	None	No additional source control	No additional source control
o Resource recovery	None	None	None
o Odor control	None	Inadequate	Inadequate
Reliability			
o Potential for poor performance or failure of system components (assuming design criteria represent actual field conditions)	NA	Poor reliability as evidenced by current operational problems at site	Improved reliability Slight reduction (not estimatable) due to system improvements
o Operational flexibility to address variations between design criteria and actual field conditions	NA	NA	System improvements are expected to allow greater flexibility in flare system operation and header maintenance

LAT3Y/084-1

Table 3
(Continued)

Effectiveness Criteria	Alternative 3	Alternative 4	Alternative 5
Protectiveness of Human Health and the Environment			
o Estimated reduction in methane normally released as surface emissions and subsurface migration ^a	Reduction estimated at 0.4 mmscfd (22 percent reduction in methane release)	Reduction estimated at 0.9 mmscfd (50 percent reduction in methane release)	Reduction estimated at 1.4 mmscfd (78 percent reduction in methane release)
o Surface emissions control - comply with ARARs (less than 50 ppm average; 500 ppm maximum at any point); compliance requirement deferred to the final remedy	Additional extraction wells on slopes; monitoring data required to determine compliance; more likely to comply than Alternatives 1 and 2	More wells on slopes than Alternative 3; more likely to comply than Alternatives 2 and 3	Maximum well coverage of "add on" alternatives, more likely to comply than Alternative 4. High probability of compliance.
o Subsurface migration control - comply with ARARs (less than 5 percent at the boundary)	Additional extraction wells at the landfill perimeter; monitoring data required to determine compliance; not likely to comply	More wells on perimeter than Alternative 3; more likely to comply than Alternatives 2 and 3	Maximum well coverage of "add on" alternatives, more likely to comply than Alternative 4. High probability of compliance.
o Source control - LFG collection at the source	Additional interior wells will collect more LFG from within the refuse than Alternatives 1 and 2	More interior wells than Alternative 3 will collect more LFG	Maximum well coverage of "add on" alternatives; should provide greater degree of source control than Alternative 4.
o Resource recovery	None	None	None
o Odor control	Some reduction from additional wells on landfill slopes	Greater reduction in odors than Alternative 3	Greater reduction in odors than Alternatives 3 and 4
Reliability			
o Potential for poor performance or failure of system components (assuming design criteria represent actual field conditions)	Low; costs include periodic replacement of equipment, standby gas blower, and flare capacity	Reliability of LFG collection and flaring is same as Alternative 3	Reliability of LFG collection and flaring is same as Alternative 3
o Operational flexibility to address variations between design criteria and actual field conditions	Liquid/leachate pump provided for each well if necessary; use of oversized collection headers to allow additional well installations, flexibility limited by existing systems layout (i.e., header configuration and well design and placement).	Same as Alternative 3	Same as Alternative 3

LAT3Y/084-2

Table 3
(Continued)

Effectiveness Criteria	Alternative 6	Alternative 7	Alternative 8
<u>Protectiveness of Human Health and the Environment</u>			
o Estimated reduction in methane normally released as surface emissions and subsurface migration ^a	Reduction estimated at 1.4 mmscfd (78 percent reduction in methane release)	Reduction estimated at 1.4 mmscfd (78 percent reduction in methane release)	Reduction estimated at 1.4 mmscfd (78 percent reduction in methane release)
o Surface emissions control - comply with ARARs (less than 50 ppm average; 500 ppm maximum at any point); compliance requirement deferred to the final remedy	Same as Alternative 5	Greatest potential for control due to integration of complete system through design and construction does not rely on existing well locations and header configuration. Improved reliability enhances protectiveness.	Same as Alternative 7
o Subsurface migration control - comply with ARARs (less than 5 percent at the boundary)	Same as Alternative 5	Greatest potential for control due to integration of complete system through design and construction does not rely on existing well locations and header configuration. Improved reliability enhances protectiveness.	Same as Alternative 7
o Source control - LFG collection at the source	Same as Alternative 5	Greatest potential for control due to integration of complete system through design and construction does not rely on existing well locations and header configuration. Improved reliability enhances protectiveness.	Same as Alternative 7
o Resource recovery	Power generation with LFG boiler/steam turbine generator; an estimated 6000 kW of power may be recovered	None	Power generation with LFG boiler/steam turbine generator; an estimated 6000 kW of power may be recovered
o Odor control	Same level of odor control as Alternative 5	Greatest potential for control due to integration of complete system through design and construction does not rely on existing well locations and header configuration. Improved reliability enhances protectiveness.	Same level of odor control as Alternative 7

LAT3Y/084-3

Table 3
(Continued)

Effectiveness Criteria	Alternative 6	Alternative 7	Alternative 8
<u>Reliability</u>			
o Potential for poor performance or failure of system components (assuming design criteria represent actual field conditions)	Reliability of LFG collection and flaring is same as Alternative 3; power generation equipment requires high maintenance and is less reliable than other components	Reliability of LFG collection and flaring is greater than for all other alternatives because all facilities are new	Reliability of LFG collection and flaring is same as Alternative 3; power generation equipment requires high maintenance and is less reliable than other components. Overall reliability better than Alternative 6 but less than Alternative 7.
o Operational flexibility to address variations between design criteria and actual field conditions	Same as Alternative 3	Greatest flexibility, installation of complete new system is not tied to existing flare facilities, existing header configuration, or well design and location.	Same as Alternative 3

NA = Not Applicable.

^a Reduction of methane normally released as surface emissions and subsurface migration are based on LFG generation and loss estimates projected for 1990. Normal methane losses in 1990 are defined as those that would occur utilizing existing facilities (e.g., as in Alternatives 1 and 2). Methane loss reductions presented are approximations based on assumptions and theoretical calculations. They are useful for purposes of comparing alternatives but do not reflect actual values.

Table 3
(Continued)

Effectiveness Criteria	Alternative 9	Alternative 10
Protectiveness of Human Health and the Environment		
o Estimated reduction in methane normally released as surface emissions and subsurface migration ^a	Reduction estimated at 1.4 mmecfd (78 percent in methane release) methane per day.	Reduction of estimated release of about 11,500 cubic feet of methane per day
o Surface emissions control - comply with ANARs (less than 50 ppm average; 500 ppm maximum at any point); compliance requirement deferred to the final remedy	Greater than Alternative 5, approximately equal to Alternative 7 once existing wells are replaced. High probability of compliance.	Likely to comply with the requirements
o Subsurface migration control - comply with ANARs (less than 5 percent at the boundary)	Greater than Alternative 5, approximately equal to Alternative 7 once existing wells are replaced. High probability of compliance when integrated with the final cover.	Most likely to comply with the requirements
o Source control - LFG collection at the source	Greater than Alternative 5, approximately equal to Alternative 7 once existing wells are replaced. High probability of compliance	Maximum well coverage
o Resource recovery	None	None
o Odor control	Greater than Alternative 5, approximately equal to Alternative 7 once existing wells are replaced. High probability of compliance	Would cut down odor nuisance with high probability of compliance.
Reliability		
o Potential for poor performance or failure of system components (assuming design criteria represent actual field conditions)	Reliability is high. All facilities other than existing wells will be new. Reliability will be the same as Alternative 7 when new wells are replaced.	Reliability is high and would increase with a new cap
o Operational flexibility to address variations between design criteria and actual field conditions	With the exception of existing well locations, great flexibility, installation of new system no tied to existing header configurations or flare facilities. Easier installation of pile driven and single completion wells improves flexibility	Use of oversize headers allows additional well installation

LAT3Y/084-5

Table 3
IMPLEMENTABILITY EVALUATION OF ALTERNATIVES

Implementability Criteria	Alternative 0	Alternative 1	Alternative 2
Technical Feasibility			
o Use of proven technology	N/A	Gas extraction wells and gas flaring are currently used.	Gas extraction wells and gas flaring are currently used.
o Ease of installation and time to implement	N/A	N/A	Replacement and improvement of existing systems can be implemented within 1 year of project initiation.
o Short-term construction-related environmental impacts	N/A	N/A	Noise, LFG emissions, odors, and dust during excavation to be controlled.
o Short-term construction-related health risks	N/A	N/A	Potential contact with hazardous wastes. Requires appropriate health and safety procedures.
o Operational problems and considerations	N/A	Header line breakages; inadequate condensate collection; corrosion of equipment; lack of adequate safety and backup systems.	Problems should be reduced by recommended improvements.
Availability of Technology			
	N/A	N/A	Demonstrated technology in LFG applications. Equipment for gas extraction and flaring system improvements is readily available.
Operations and Maintenance			
	N/A	Continuation of existing long-term operating, maintenance, and monitoring of LFG facilities and site.	Requires long-term operating, maintenance, and monitoring of LFG facilities and site.
Administrative Feasibility			
o Administration of operating, maintenance, monitoring, and reporting activities	N/A	Continuation of existing operations.	Continuation of existing operations.
o Permitting considerations	N/A	None.	None.

N/A = Not applicable

20500

Table 3
(Continued)

Implementability Criteria	Alternative 3	Alternative 4	Alternative 5
Technical Feasibility			
o Use of proven technology	Gas extraction wells and gas flaring are currently used.	Gas extraction wells and gas flaring are currently used.	Gas extraction wells and gas flaring are currently used.
o Ease of installation and time to implement	Straightforward; less than 2 years estimated for implementation. Well construction on slopes more difficult than perimeter wells.	Straightforward, but more wells installed; less than 2 years estimated for implementation. Well construction on slopes more difficult than perimeter wells.	Straightforward, but more wells installed; less than 2 years estimated for implementation. Well construction on slopes more difficult than perimeter wells.
o Short-term construction-related environmental impacts	Noise, LFG emissions, odors, and dust during drilling/excavation to be controlled.	Noise, LFG emissions, odors, and dust during drilling/excavation to be controlled.	Noise, LFG emissions, odors, and dust during drilling/excavation to be controlled.
o Short-term construction-related health risks	Potential contact with hazardous waste. Requires appropriate health and safety procedures.	Greatest potential for contact with hazardous waste. Requires appropriate health and safety procedures.	Greatest potential for contact with hazardous waste. Requires appropriate health and safety procedures.
o Operational problems and considerations	Problems are minimized by implementation of improvements recommended in Alternative 2.	Problems are minimized by implementation of improvements recommended in Alternative 2.	Problems are minimized by implementation of improvements recommended in Alternative 2.
Availability of Technology			
	Demonstrated technology in LFG applications. Equipment and supplies for gas extraction well installation and flare system expansion are available.	Demonstrated technology in LFG applications. Equipment and supplies for gas extraction well installation and flare system expansion are available.	Demonstrated technology in LFG applications. Equipment and supplies for gas extraction well installation and flare system expansion are available.
Operations and Maintenance			
	Requires long-term operating, maintenance, and monitoring of LFG facilities and site. Requires special personnel safety procedures due to potential hazard associated with LFG.	Same as Alternative 3, but larger in scope due to larger system.	Same as Alternatives 3 and 4, but larger in scope due to larger system.
Administrative Feasibility			
	Alternatives 5 and 6 should include permits required for expanded flare station. Permits for Alternative 3 are incomplete.		

LAT3Y/085-2

Table 3
(Continued)

Implementability Criteria	Alternative 6	Alternative 7	Alternative 8
Administrative Feasibility			
o Administration of operating, maintenance, monitoring, and reporting activities	Larger scope than Alternatives 1 and 2.	Larger scope than Alternatives 1, 2, 3, and 4.	Larger scope than Alternatives 1, 2, 3, and 4.
o Permitting considerations expanded gas flaring system.	SCAQMD permits required for	Same as Alternative 3.	Same as Alternative 3.
Technical Feasibility			
o Use of proven technology	Gas extraction wells and gas flaring are currently used at site. Boiler/steam turbine systems are widely employed.	Gas extraction wells and gas flaring are currently used at site.	Gas extraction wells and gas flaring are currently used at site. Boiler/steam turbine systems are widely employed.
o Ease of installation and time to implement	Same difficulty as Alternative 5; less than 2 years estimated for implementation.	Straightforward; more difficult than Alternatives 5 and 6 due to number of wells installed; less than 2 years estimated for implementation.	Straightforward; more difficult than Alternatives 5 and 6 due to number of wells installed; less than 2 years estimated for implementation.
o Short-term construction-related environmental impacts	Noise, LFG emissions, odors, and dust during drilling/excavation to be controlled.	Noise, LFG emissions, odors, and dust during drilling/excavation to be controlled.	Noise, LFG emissions, odors, and dust during drilling/excavation to be controlled.
o Short-term construction-related health risks	Potential contact with hazardous waste. Requires appropriate health and safety procedures.	Potential contact with hazardous waste. Requires appropriate health and safety procedures.	Potential contact with hazardous waste. Requires appropriate health and safety procedures.
o Operational problems and considerations	Problems are reduced by implementation of improvements recommended in Alternative 2.	Problems are minimized by replacement of all existing facilities.	Problems are minimized by replacement of all existing facilities.
Availability of Technology			
	Same as Alternative 5. Boiler/steam turbine systems are readily available process equipment.	Same as Alternative 5.	Same as Alternative 5. Boiler/steam turbine systems are readily available process equipment.
Operations and Maintenance			
	Same as Alternative 5, but larger in scope.	Same as Alternative 5, but larger in scope.	Same as Alternative 5, but larger in scope.

LAT3Y/085-3

Table 3
(Continued)

Implementability Criteria	Alternative 6	Alternative 7	Alternative 8
<u>Administrative Feasibility</u>			
o Administration of operating, maintenance, monitoring, and reporting activities	Larger scope than Alternative 5.	Same as Alternative 5.	Same as Alternative 6.
o Permitting considerations	Backup flaring systems must meet SCAQMD permitting requirements. Boiler NO _x emissions are minimized by ammonia injection process; emissions can be verified after installation.	Flaring systems must meet SCAQMD permitting requirements.	Backup flaring systems must meet SCAQMD permitting requirements. Boiler NO _x emissions are minimized by ammonia injection process; emissions can be verified after installation.

LATSJ/085-4

Table 3
(Continued)

Implementability Criteria	Alternative 9	Alternative 10
<u>Technical Feasibility</u>		
o Use of proven technology	Gas extraction wells and gas flaring are currently used at site	Gas extraction wells and gas flaring are currently used at South Parcel
o Ease of installation and time to implement	Straightforward, less difficult than Alternative 7 due to fewer new well installations and easier installation methods; less than 2 years estimated for implementation	Easier installation methods; estimated less than 1-year time for implementation
o Short-term construction-related environmental impacts	Noise, LFG emissions, odors, and dust during drilling/excavation to be controlled.	Noise, LFG emissions, odors and dust during drilling excavation would be controlled.
o Short-term construction-related health risks	Potential contact with hazardous waste. Requires appropriate health and safety procedures. Pile driven wells reduce potential for hazardous waste contact.	Potential contact with hazardous waste. Requires appropriate health and safety procedures.
o Operational problems and considerations	Problems are minimized by replacement of all existing facilities, excluding functional extraction wells.	Problems will be minimized with proper design of extraction wells.
<u>Availability of Technology</u>	Demonstrated technology in LFG applications. Equipment and supplies for gas extraction well installation and flare system construction are available.	Demonstrated technology. Equipment and materials readily available.
<u>Operations and Maintenance</u>	Requires long-term operation and maintenance, and monitoring of LFG facilities and site. Requires special personnel safety procedures due to potential hazards associated with LFG.	Requires long-term operation and maintenance including monitoring. Requires trained personnel for safety procedures due to potential hazards associated with LFG.
<u>Administrative Feasibility</u>		
o Administration of operating, maintenance, monitoring, and reporting activities	Same as Alternatives 5 and 7	Same as other alternatives
o Permitting considerations	Same as Alternative 3	Same as other alternatives

LATSJ/085-4

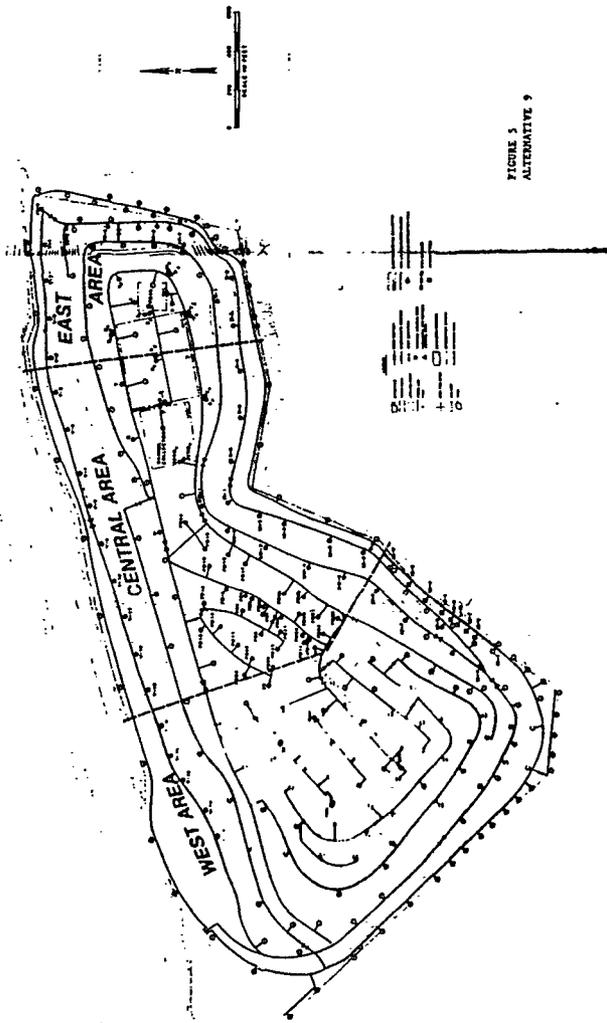
SELECTED REMEDY - ALTERNATIVES 9 AND 10

ALTERNATIVE NO. 9--MODIFIED REPLACEMENT ALTERNATIVE

Although this alternative considers fewer new extraction wells than Alternative No. 7, it is designed to provide approximately the same level of protection by using existing extraction wells. This alternative includes the following major items:

- o Installing 58 new perimeter LFG extraction wells, as shown in Figure 5, with placement focused on minimizing offsite LFG migration.
- o Installing 48 pile driven wells on the top deck of the landfill with placement focused on maximizing source control of LFG.
- o Installing 50 shallow and 12 deep slope wells with placement focused on reducing surface emissions, and controlling intermediate to deep subsurface migration at the perimeter.
- o Installing new integrated perimeter and interior LFG headers (abovegrade).
- o Including functional existing gas extraction wells and gas monitoring probes.
- o Installing 58 multiple completion monitoring wells at the property boundary.
- o Installing landfill gas destruction facilities with a capacity of approximately 9,000 cfm, and an automated control station for the gas control system.
- o Installing abovegrade condensate sumps to collect condensate from gas headers.
- o Installing leachate pumps in gas wells to de-water saturated zones, and installing abovegrade leachate sumps.

The LFG extraction wells proposed in this alternative will be cross-tied such that all gas collected from the landfill can be mixed and sent to a unified gas destruction facility.



00509

Well Construction

Four different types of gas extraction wells have been considered and included in Alternative No. 9 for control of the South Parcel LFG problems. The selection of different types of wells for different locations was based on landfill geometry, refuse characteristics, subsurface geology, and the expected effectiveness in controlling LFG at specific locations identified earlier in the OUF5 report.

Initially, emphasis will be placed on perimeter extraction wells along the west and east ends of the landfill, where the most severe migration problems have been identified. Perimeter gas extraction wells at these locations will be drilled to depths equal the elevations of deepest refuse within 1,000 feet from the site boundary. Additional perimeter extraction wells will be sequenced according to a phased approach discussed under "Phasing of Alternatives." Perimeter extraction wells will be constructed as multiple completion wells with three or more well casings and screens at three or more depth intervals.

Wells on the slopes, particularly on the benches, will be drilled to a depth of between 60 to 90 feet by a drilling and/or driving method. These wells will be constructed with a single well casing with perforations and gravel packing at the bottom half of the well. In addition, to assist in perimeter migration control, about 12 deep single-casing wells are planned to be installed at the first bench. These wells would be installed along the west and east ends of the landfill. Along these boundaries, it is expected that approximately every third slope well on the first bench will be a deep well. The depth of such wells would be approximately 175 feet. Specific design of these deep wells would depend on conditions encountered during drilling.

Additional gas extraction wells will be placed on the top deck. These wells will be pile driven. The depth of these wells will be extended below the elevation of 450 feet throughout the landfill. At the western end of the landfill, depths may vary due to the suspected liquid/leachate problem.

Expected Longevity of Gas Extraction Wells

The expected longevity of each type of well discussed above depends on various landfill factors, quality of construction methods, and long-term operation and maintenance procedures.

Wells constructed within the refuse will experience wear and tear from the landfill settlement, corrosion and plugging of wells from landfill liquid/leachate, and from particulates/ sediment deposits clogging up well screens. Based on experience from the existing landfill gas extraction systems in Southern California, it is estimated that the wells within refuse will have an average life of 7.5 years. This estimate may be further revised based on actual drilling and construction experience encountered at site-specific locations.

Wells drilled within the native soil, specifically at the landfill perimeter, are expected to last longer. Average life expectancy of these wells is assumed to be 15 years. This expected longevity of the perimeter wells is based on information made available to EPA by the L.A. County Sanitation District.

As existing wells utilized by the South Parcel Alternative No. 9 require replacement, the location and design of the replacement will be optimized to improve performance.

The capital cost of Alternative 9 is estimated at approximately \$27 million, and annual operations and maintenance is estimated at \$2.3 million as shown in Table 4 (estimates are -30% to +50%).

ALTERNATIVE NO. 10--NORTH PARCEL SYSTEM

EPA's remedial investigation at the North Parcel found LFG within the landfilled portion of the site. This landfilled area contains approximately half a million cubic yards of refuse, and it is estimated that some gas will be produced for more than 30 years due to the continued anaerobic degradation of the refuse.

Based on the volume and depth of refuse, a conceptual layout of six gas extraction wells to control gas migration/emission from the North Parcel was prepared. (Figure 6 represents the schematic layout of the extraction system.) This extraction system will control existing and potential migration of gases from the property boundary and mitigate surface emissions from the landfilled portion of the North Parcel. This component includes the following major items:

- o Installing 6 single completion extraction wells to the depth of refuse (up to 50 feet).
- o Installing 1,500 feet of header lines.

Table 4
 COST SUMMARY OF ALTERNATIVE NO. 9
 MODIFIED REPLACEMENT ALTERNATIVE WITH LFG FLARING

<u>Cost Items</u>	<u>Short-Term Capital Costs (\$1,000's)</u>
LFG Gas Extraction System Improvements	
New Perimeter	\$8,000
New Interior	7,300
LFG Destruction System	
Type-Flare	900
Ancillary Items	
Protective Equipment	686
Decontamination and Disposal	28
Startup	90
Health and Safety	1,134
Construction-Related Equipment	858
Bid Contingency (5%)	949
Scope Contingency (10%)	1,899
Permitting and Legal (5%)	1,092
Services During Construction (8%)	1,747
Engineering Design (9%)	2,221
TOTAL (Rounded)	\$26,900
	<u>Long-Term O&M Costs (\$1,000's)</u>
<u>Cost Item</u>	
New LFG System	\$2,280
TOTAL (Rounded)	\$2,300

Note: Order-of-magnitude level estimates (expected accuracy range of -30 to +50 percent) at annual operation and maintenance costs.

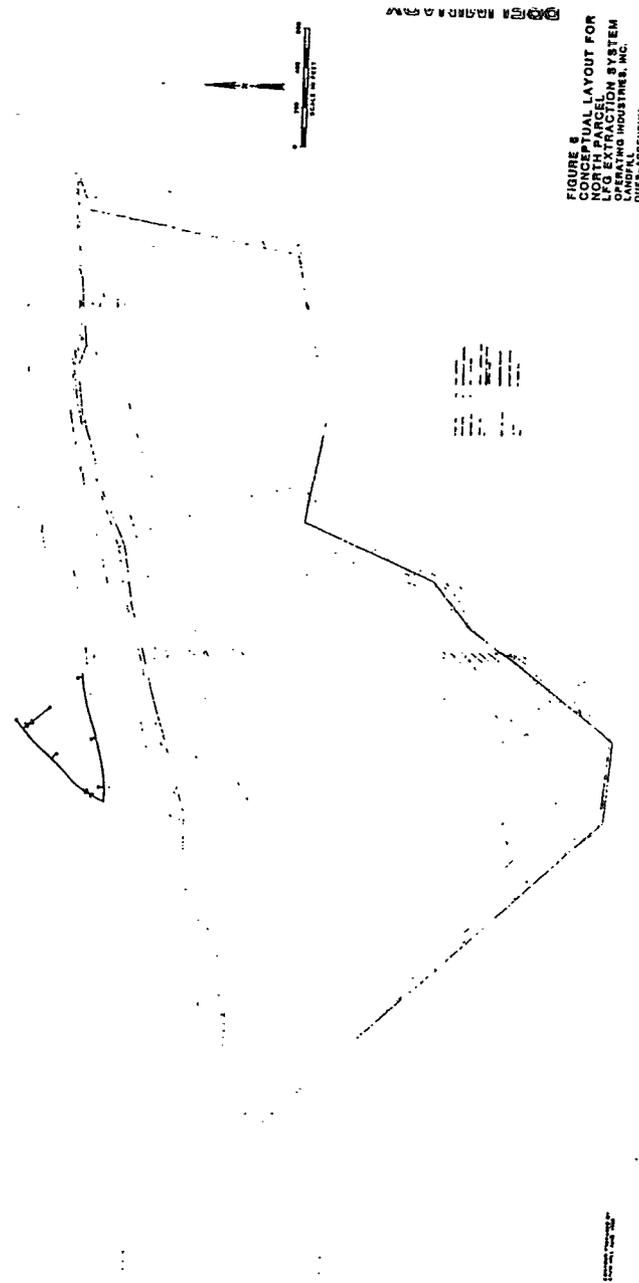


FIGURE 8
 CONCEPTUAL LAYOUT FOR
 LFG FLARING SYSTEM
 OPERATING INDUSTRIES, INC.
 DUPONT, MISSOURI

00511

Table 5
 COST SUMMARY OF ALTERNATIVE NO. 10
 NORTHERN PARCEL SYSTEM

LFG collected by this component will be fed to the flare system included in Alternative 9. The expected quantity of gas to be collected by the extraction system under this alternative may vary between 9,000 and 14,000 cubic feet of methane per day. The capital cost of this alternative is estimated at \$400,000, and annual operations and maintenance is estimated at \$38,000 as shown in Table 5 (estimates are -30% to +50%).

EMISSION ESTIMATES

The landfill gas disposal technologies used by the gas control alternatives all involve thermal destruction of the gas. In order to estimate potential emissions from the gas destruction technologies, a review of South Coast Air Quality Management District (SCAQMD) source test data was performed. This data was from actual emissions tests performed by SCAQMD on similar technologies (i.e., flares, boilers, etc.) used at other landfills in southern California. Estimates of emissions per million Btus of LFG destroyed by each technology were developed from this data base.

In addition, potential emissions from flares and various resource technologies were calculated using the maximum gas extraction rate of approximately 136 million Btus per hour. Flare and internal combustion engine emissions were estimated using the maximum emission factor, since the mean emissions factor developed from many nonhazardous waste landfills was not considered representative of the situation at OII.

All of the LFG destruction technologies are estimated to exceed SCAQMD's new source review requirements for carbon monoxide (550 pounds per day) and nitrogen oxides (100 pounds per day) at the maximum gas extraction rates using the maximum emission factor. Therefore, EPA may be required to either establish sufficient additional controls on the proposed landfill gas flares to achieve these requirements, or consider alternative gas incinerator designs which would allow further emissions controls. This change constitutes a minor modification of the proposed remedy. Thermal destruction will still be utilized and this modification will not significantly affect the cost of the selected remedy. Additional control equipment for flare emissions could increase the cost of the flare facility by \$1 million. Use of alternative incinerator designs may increase the remedy costs by \$1 to \$2 million. Since the cost of the proposed remedy was previously estimated at \$73 million, with an accuracy range of -30% to +50%, the cost of the remedy is not significantly affected.

Cost Items	Short-Term Capital Costs (\$1,000's)
LFG Gas Extraction System Improvements	
New Interior	\$ 200
Ancillary Items	
Protective Equipment	30
Decontamination and Disposal	3
Startup	3
Health and Safety	2
Construction-Related Equipment	14
Bid Contingency (5%)	13
Scope Contingency (10%)	26
Permitting and Legal (5%)	15
Services During Construction (8%)	24
Engineering Design (9%)	30
TOTAL (Rounded)	\$400
	Long-Term O&M Costs (\$1,000's)
Cost Item	
New LFG System	\$38
TOTAL (Rounded)	38

Note: Order-of-magnitude level estimates (expected accuracy range of -30 to +50 percent) at annual operation and maintenance costs.

00512

If the emissions requirement for landfill gas destruction cannot practicably be achieved, EPA will invoke the waiver from these requirements under SARA, on the grounds that compliance with these requirements would cause more damage to human health and environment (by preventing collection and destruction of landfill gas at OII) than waiving them.

Initial EPA screening results indicate that exposure to the highest concentrations of pollutants would be expected within approximately 550 yards (one-half kilometer) from the site. Based on this initial screening, a location on the North Parcel farther away from nearby residents is considered to be the most suitable location for the LFG disposal equipment.

Additional modeling will be performed to account for the effects of local topography and meteorology on emissions from the LFG destruction equipment. Detailed modeling will be performed during the design phase to optimize disposal equipment placement. Source testing will be performed once a remedy is implemented in order to collect actual data on emissions and destruction efficiencies.

PHASING OF ALTERNATIVES

It is anticipated that the selected gas control remedy for the OII site will require a phased implementation in order to optimize protectiveness, implementability, cost-effectiveness, and consistency with the final remedy. A conceptual phased implementation approach is described below. Further consideration of the implementation strategy will be required during design and construction of the remedy, and may require modification of this conceptual approach.

PHASE 1A

- o The purpose of Phase 1A is to implement perimeter migration control in the areas of highest priority (along the west, south and east boundaries of the South Parcel) to reduce the potential for explosive levels of methane gas to accumulate in nearby residential neighborhoods. This would be the initial phase of perimeter control in these areas, to be complemented by additional well installations, if necessary during Phase 2.
- o The perimeter control system will be installed in areas accessible around the boundary of the site (this excludes most of the boundary along the Pomona freeway where no access

road exists). The perimeter system will be designed and installed to be compatible with the final cover for the South Parcel.

- o The perimeter system includes multiple completion gas wells (upper and lower screened intervals) and multi-depth gas monitoring probe installations. Extraction wells will be installed in the air dike area. Any potential benefits of using the air dike system in conjunction with the extraction wells will be explored.
- o The flare station site will be prepared and a foundation constructed which will be adequate to handle the anticipated equipment needs of the entire gas remedy. Flares and hardware components to provide adequate capacity for the initial phase will be installed.
- o Any existing systems included in the selected remedy would also be included in the implementation of Phase 1A.

PHASE 1B

- o The purpose of this phase will be to increase the effectiveness of source control at the site. This increased source control may improve perimeter migration control, particularly in the deeper areas of gas migration, and reduce surface emissions.
- o Additional interior source control wells will be installed on the top deck of the South Parcel. Installation will be designed to be compatible with the final cover for the South Parcel.

PHASE 2

- o The purpose of this phase will be to improve gas control in the priority areas of the landfill perimeter. Cost-effectiveness will be optimized by limiting the number of wells installed during the initial phase, and following up with installation of additional wells only where required to achieve gas migration control during Phase 2.
- o Installation of probes and wells in Phases 1A and 1B will also be phased. Additional gas wells and gas probes will be installed based on an evaluation of the effectiveness of the initial gas wells. These additional wells will be installed in areas where gas migration has not been controlled, and

where it is considered to be prudent and consistent with the final remedy to install these wells. Additional flares and hardware will be installed as necessary.

PHASE 3

- o The purpose of this phase will be to increase control of areas of high surface emissions prior to placement of the final cover in order to reduce the potential for exposure to the LFG in the ambient air.
- o A limited number of shallow slope wells will be installed in areas of particularly high surface emissions. These wells will be designed to be consistent with the final remedy for the site. A limited number of wells will be installed during this phase, since application of final cover should increase the effectiveness of individual wells. Additional flares and hardware will be installed at the flare station as necessary.

PHASE 4

- o As the final cover (selected in a future ROD) is installed at the site, it will be integrated with the existing control systems. The perimeter wells will be installed along the boundary with the Pomona Freeway. Additional perimeter wells, slope wells (shallow and, if necessary, deep), and top deck wells will be installed to achieve the CWMB requirement of less than 5 percent methane at the perimeter, and the SCAQMD 1150.1 surface emissions requirements of less than 50 ppm total organic compounds averaged over the surface and less than 500 ppm methane at any point on the surface.

PHASE X

- o Expand the systems if necessary to control toxic and carcinogenic compounds in the gas to health based levels. The purpose of this phase will be to provide additional LFG control in areas where levels of hazardous LFG constituents are still being emitted at concentrations that could cause significant impacts to the public health.

PHASE Y

- o Install Alternative 10 on the north parcel, once it is determined that the north parcel waste mass will remain in place. This phase will allow integration of the gas control remedy for the north parcel with the south parcel control system.

The selected remedies described in this section are conceptual. Changes in the actual design and phasing approach may occur during design and construction. In addition, although analysis contained in the Feasibility Study and the Administrative Record indicated that resource recovery options were not expected to be cost-effective, EPA may decide to implement a resource recovery component if, in the future, it is determined to be cost-effective, and consistent with EPA's other decision making criteria.

STATUTORY DETERMINATIONS

Protection of Human Health and the Environment

The selected remedy will eliminate the risk of fire or explosion due to landfill gas accumulating offsite by controlling methane concentrations to less than 5 percent at the landfill boundary. Surface emissions and subsurface landfill gas migration will be reduced as will the potential for exposure to toxic and/or carcinogenic compounds contained in the landfill gas at OII. The landfill gas destruction facilities will be located and designed to provide adequate protection of human health and the environment from emissions which could be expected to occur. Monitoring of the selected remedy, once operational, will occur as part of operations and maintenance, the overall RI/FS, and/or 5-year remedy reviews, to ensure adequate protection of human health and environment.

Short-term risks associated with the remedy include risks posed by well installation, and operation and maintenance of the system, with the potential for exposure of workers to explosive levels of methane and high levels of toxic and/or carcinogenic compounds in the landfill gas. Landfill gas emissions from drilling activities should dissipate rapidly and are not expected to cause unacceptable short-term risks offsite. Health and safety activities will be conducted during construction, and operations and maintenance activities to ensure adequate protection of human health and environment. Other short-term risks during construction should be similar to those posed by most

heavy construction projects. Construction activities will be conducted in accordance with applicable health and safety requirements.

Gas wells and probes will be designed to reduce the potential for cross-contamination of groundwater during construction and operation. Collection of leachate from saturated zones encountered by gas wells, and condensate collection from gas pipelines should reduce potential releases of contaminated liquids from the site.

The potential for landfill gas to contaminate groundwater will also be reduced by the increased gas collection afforded by the selected remedy.

No unacceptable short-term risks or cross-media impacts will be caused by implementation of the remedy.

Attainment of ARARs

The selected remedy will be designed to attain the following applicable regulations unless otherwise noted. ARARs were identified from Federal, as well as more stringent promulgated State environmental and public health laws.

Federal regulations apply to the leachate and condensate that will be collected from the gas control system. These liquids will be treated to the POTW pretreatment requirements in compliance with the Clean Water Act at an onsite treatment facility constructed under EPA's Leachate Management Remedial Action. Prior to the treatment plant construction these liquids will be transported to an offsite treatment facility in compliance with the Department of Transportation (DOT) Rules for the Transportation of Hazardous Materials, and in compliance with EPA's offsite disposal policy.

The State of California has the following ARARs which are enforced by various agencies:

1. Hazardous Waste Control Law (Administered by CA DOHS under Title 22, Division 4, Chapter 30) - The hazardous waste management requirements of this law are applicable and will be attained. The closure and post closure requirements will not be attained by this operable unit. A waiver is being invoked for this operable unit since closure and post closure requirements will be addressed by subsequent remedial actions at the site.

2. Solid Waste Management and Resource Recovery Act of 1972 (Administered by the California Waste Management Board and Los Angeles DOHS under Title 14, Division 7) - Requirements for monitoring and reporting for landfill gas migration, and migration control under Title 14, Section 17705 - Gas Control are applicable. A waiver is being invoked for the Title 14 closure and post closure requirements since they will be addressed by subsequent remedial actions at the site.
3. California Air Pollution Control Regulations - Ambient Air Quality Standards for Hazardous Substances (Administered by California Air Resources Board under Title 17, Section 70200.5) - Applicable standard for ambient concentrations of vinyl chloride not to exceed 10 ppb over a 24-hour period.
4. South Coast Air Quality Management District Rules and Regulations (The California Air Resources Board delegates state authority to SCAQMD to enforce air quality in the local basin.)

Regulation IV - Prohibitory Rules

Rule 401 - Visible Emissions - Limits visible emissions from any point source to Ringleman No. 1 or 20 percent opacity for 3 minutes in any hour.

Rule 402 - Nuisance - This rule prohibits the discharge of any material (including odorous compounds) that cause injury, detriment, nuisance, or annoyance to the public, businesses, or property or endangers human health, comfort, repose, or safety. The selected remedy will require application of the final cover in order to adequately control odors at the site. Therefore a waiver is invoked for this ARAR since it will be addressed in subsequent remedial actions.

Rule 403 - Fugitive Dust - This rule limits onsite activities such that concentrations of fugitive dust at the property line shall not be visible and the downwind particulate concentrations shall not exceed 100 micrograms per cubic meter above upwind concentrations.

Rule 404 - Particulate Matter - This rule limits particulate emissions to a range of 0.010 to 0.196 grain per standard cubic foot depending on the volume of total stack gases.

00516

Rule 407 - Liquid and Gaseous Air Contaminants - This rule limits carbon monoxide emissions to 2,000 ppm and sulfur dioxide emissions to 500 ppm. The sulfur dioxide limit does not apply if the fuel meets the provisions of Rule 431.1.

Rule 409 - Combustion Contaminants - This rule limits the emission of combustion contaminants to 0.10 grain per standard cubic foot at 12 percent carbon dioxide.

Rule 431.1 - Sulfur Content of Gaseous Fuels - This rule limits burning of fuel gas that has greater than 800 ppm hydrogen sulfide unless stack gases are cleaned to below the equivalent concentration.

Regulation XI - Source Specific Standards

Rule 1150.1 - Control of Gaseous Emissions from Active Landfills - This rule requires installation of a landfill gas control system and combustion, treatment and sale, or other equivalent method of landfill gas disposal. The rule requires perimeter landfill gas monitoring probes to evaluate offsite migration. It also limits concentrations of total organic compounds to 50 ppm over a certain area of the landfill, and limits maximum concentration of organic compounds (measured as methane) to 500 ppm at any point on the surface of the landfill. A final cover will be required to comply with this Rule and, therefore, a waiver is invoked for this operable unit because subsequent remedial actions will attain this ARAR.

Regulation XIII - New Source Review

Regulation 13 requires that whenever a permit is required for a new piece of equipment or modification to an existing piece of equipment at a facility or a site, that emissions be controlled using best available control technology (BACT) and that emissions be offset by other emissions reductions at the same facility or other nearby facilities. BACT is a series of emissions limits, process, and equipment specific requirements [see definition at 1301(e)]. The SIP is reviewed by the State Air Resources Board and the EPA for compliance under the Federal Clean Air Act. The net allowable cumulative increase in emissions are detailed in SCAQMD Rule 1303 and 1306.

Under SCAQMD Rule 1304(b)(2), there is an exemption from the offset requirements at 1303(b)(2)(C) for a landfill gas control or processing facility. The exemption waives the requirement to find enough criteria emissions offsets if the owner or applicant for the permit has: (1) provided all required offsets available by modifying sources owned; or (2) demonstrated to the satisfaction of the SCAQMD Executive Officer that the owner or applicant neither owns, nor operates other facilities within the district that could be modified to provide such offsets.

The State Implementation Plan (SIP) is reviewed by the State Air Resources Board and the EPA for compliance under the Federal Clean Air Act. However, EPA has not approved the exemption from the offset requirement, nor is such an exemption approvable as part of the SIP (40 CFR 51.165). Therefore, the offset requirement as contained in the SIP applies.

Moreover, on August 31, 1988, a moratorium on construction or modification of major stationary sources of carbon monoxide and volatile organic compounds went into effect (53 FR 1780; 40 CFR 52.24). A major source is defined as one which emits or has the potential to emit in excess of 100 tons per year of a specified pollutant. Flares may be considered to have the potential to emit in excess of 100 tons of CO per year.

Additional ARARs for Resource Recovery Equipment

1. SCAQMD Regulation IV - Prohibitory Rules

Rule 474 - Fuel-Burning Equipment Oxides of Nitrogen - This rule limits the concentration of oxides of nitrogen to a range of 125 to 300 ppm for gaseous fuels depending on maximum gross heat input.

Rule 476 - This rule applies to boilers larger than 50 million BTU per hour. Oxides of nitrogen may not exceed 125 ppm, combustion contaminants may not exceed 11 pounds per hour and 0.01 grains per standard cubic foot.

Future ARARs

Because of the failure of the South Coast Air Basin to attain the ozone and carbon monoxide standard by the statutory deadline, EPA has been required by the courts to promulgate a Federal Implementation Plan (FIP) which would expeditiously achieve those standards. Since EPA has not yet proposed a FIP, no FIP requirements apply to the OII gas control remedial action at the present time. However, EPA may promulgate a final FIP within one year. The FIP will likely contain additional stringent requirements for new and existing sources. Some of these requirements may apply to the OII gas control remedial action. Also, such requirements may constitute ARARs at the time of the 5-year review, and may necessitate further controls.

Cost-Effectiveness

The selected remedy affords overall effectiveness proportional to its cost such that the remedy represents a reasonable value for the money. When the relationship between cost and overall effectiveness of the selected remedy is viewed in light of the relationship between cost and overall effectiveness afforded by the other alternatives, the selected remedy appears to be cost-effective. The selected remedy provides protection of public health and environment that exceeds that of Alternatives 0 through 4, and is equivalent to the protection offered by Alternatives 5 through 8 (when integrated with Alternative 10). The two resource recovery alternatives (6 and 8) were found not to be cost-effective. The benefit to cost ratios for these two alternatives were less than one, indicating that the net costs of implementation and operation and maintenance would be increased rather than reduced by these alternatives. The 30 year present worth costs of Alternatives 5 and 7 (combined with Alternative 10 to provide similar degrees of protection) are estimated at \$91 million and \$97 million respectively compared to \$73 million for the selected remedy. The estimated present worth cost of the selected remedy is equivalent to the estimated present worth cost of Alternative 4 combined with Alternative 10, which provides less control of subsurface gas migration and surface emissions (with the potential for explosive levels of landfill gas to continue migrating offsite) than the selected remedy.

Utilization of Permanent Solutions and Alternative Treatment (or Resource Recovery) Technologies to the Maximum Extent Practicable

The selected remedy utilizes permanent solutions and treatment or resource recovery technologies to the maximum extent practicable. The landfill gas which is collected by the selected remedy will be incinerated in flares. The flares or other gas incinerators represent a permanent solution for landfill gas destruction because the methane is burned and over 99 percent of the hazardous constituents in the gas stream are destroyed. Most of the remaining emissions from the flares are susceptible to ultra-violet degradation.

Several resource recovery options were evaluated in the Feasibility Study, however, it was determined not to be practicable to implement resource recovery technologies at this time. Resource recovery was determined not to be practicable due to the local utility company's (Southern California Edison) electrical capacity surplus, and the low anticipated electrical buy-back rates during the life of a resource recovery project. Other resource recovery technologies which did not involve electrical generation were also evaluated in the FS but were found not to be practicable due to high cost, technical feasibility, market considerations, etc.

If, in the future, the situation changes and resource recovery becomes a viable option at the site, the EPA will reconsider implementing a resource recovery component.

Preference for Treatment as a Principal Element

The selected remedy satisfies the preference for treatment to address principal threats posed by the site (within the scope of the operable unit). It is estimated that 90 percent of the methane gas produced at the site (as well as the associated toxic and carcinogenic compounds contained in the gas stream) will be collected by the selected remedy. This represents a 78 percent reduction in the volume of methane gas currently escaping from the site. The gas will be incinerated using landfill gas flares or other incinerators which have a destruction efficiency of over 99 percent for most of the hazardous compounds in the landfill gas. In addition, leachate and condensate (hazardous liquids) collected by the gas control system will be treated under EPA's Leachate Management Remedial Action. Therefore, the selected remedy will reduce the toxicity, mobility, and volume of the landfill gas, leachate, and condensate through the use of extraction, collection, and treatment.

00518

Additional information concerning EPA's remedy selection criteria is included in the Summary of Comparative Analysis of Alternatives Section of this ROD, and in the OUPS, and the Administrative Record.

AMENDMENT TO DECISION SUMMARY

OPERATING INDUSTRIES, INC. GAS MIGRATION CONTROL OPERABLE UNIT RECORD OF DECISION

SCOPE AND ROLE OF OPERABLE UNIT

The Gas Migration Control Operable Unit Record of Decision (hereinafter referred to as the "original gas ROD") at the Operating Industries, Inc. (OII) Superfund site in Monterey Park, California, is being amended to include the design and construction of landfill cover. EPA signed the original gas ROD for this operable unit on September 30, 1988. A copy of the original gas ROD is attached. EPA is addressing the problem of landfill gas (LFG) as an operable unit to expedite the LFG and cover remedial action prior to the selection and implementation of the overall final remedial action for the site.

Integration of the gas control remedy with landfill cover is preferred due to technical and economic advantages resulting from concurrent design and construction, and because an integrated approach will provide for protection of public health and the environment in a shorter time period. Landfill cover is required to: (1) reduce gaseous surface emissions and associated odor; (2) minimize oxygen intrusion into the refuse; (3) reduce surface water infiltration and the subsequent formation of leachate; (4) minimize slope erosion; and (5) improve site aesthetics.

The amended remedy retains the primary components of the original gas ROD; however, the addition of a landfill cover may affect certain elements of the design. For example, it is possible that a different number of wells than that specified in the original gas ROD will be necessary to control landfill gas. Similarly, factors such as well spacing, depth and type will be impacted by the addition of cover and will be reevaluated at the time of design.

The original gas ROD states that the decision to place landfill cover was deferred due to a lack of site-specific knowledge. Additional information about the existing landfill cover and refuse characteristics is now available as a result of the ongoing Remedial Investigation and EPA's experience from operation and maintenance of the landfill systems over the past three years (as part of the Site Control and Monitoring operable unit remedial action).

The addition of landfill cover is an amendment to the remedy selected for the third operable unit, Gas Migration Control, at the OII site. Two previous RODs for Site Control and Monitoring and Leachate Management were signed on July 31, 1987 and November 16, 1987, respectively. The ongoing Remedial Investigation

Feasibility Study (RI/FS) for the overall site remedy is currently scheduled for completion in 1993.

SITE DESCRIPTION

A site description is included in the original gas ROD. The following additional information is pertinent to the selection of landfill cover and its design.

More than 50 years of continuous rainfall data exist from two Los Angeles County Flood Control District (LACFCD) weather stations near the site. The average annual rainfall is approximately 16 inches, with a maximum annual rainfall of approximately 37 inches in 1982-3. Approximately 90 percent of the annual rainfall occurs during the 6-month period of November through April. The estimated probable maximum precipitation (PMP) is estimated to be about 21 inches for a 24-hour storm and 35 inches for a 72-hour storm (Bureau of Reclamation, 1974).

EPA estimates that the OII landfill settlement rates ranged from 3 to more than 4 feet per year between 1974 and 1983. Settlement rates observed from December 1987 to December 1988 were slightly greater than 2 feet per year. Additionally, the upper 10 to 30 feet of existing cover and refuse appear to be undergoing downslope creep at a rate of 2 to 9 inches per year. Geotechnical monitoring using inclinometers, piezometers, surface monuments, and seismic monitoring stations at various locations around the landfill provides additional information regarding the static and dynamic properties of the refuse prism and existing cover.

SITE HISTORY AND ENFORCEMENT ACTIVITIES

The original gas ROD contains a chronology of site enforcement activities through 1988. EPA has undertaken the following enforcement activities since September 1988:

- | | |
|-----------|--|
| May 1989 | A Partial Consent Decree (CD) between the United States, the State of California, and approximately 120 Potentially Responsible Parties (PRPs) was entered in the District Court for the Central District of California, <u>United States, et al v. Chevron Chemical, et al.</u> The Partial Consent Decree resolved claims for some State and Federal past costs, EPA oversight costs, and the implementation of the first two operable units, Site Control and Monitoring and Leachate Management. |
| July 1989 | EPA sent General Notice letters to approximately 91 additional PRPs representing an additional five percent by volume of the |

manifested liquid wastes.

The generators noticed to date represent approximately 85% by volume of the manifested liquid waste.

March 1990

EPA extended an offer to the 91 PRPs noticed in July 1989 and to previous nonsettlers for settlement of the same issues as the first CD (past costs to June 1, 1988, liability for the first two operable units, and EPA oversight cost for the two OUs). The offer closed August 3, 1990. The settlement will result in a Second Partial Consent Decree.

COMMUNITY PARTICIPATION

Pursuant to the requirements for public participation set forth in Sections 113(k)(2)(B)(i-v) and 117 of CERCLA, EPA conducted the following activities for the ROD amendment:

- o EPA mailed the amended Proposed Plan (dated December 1989), to approximately 1600 interested parties. The amended Proposed Plan presented the preferred alternative of addition of landfill cover to the previously selected gas control remedy.
- o A notice of the release and mailing of the Proposed Plan, the time and place of the public meeting, and the dates for the public comment period was published in the Los Angeles Times, San Gabriel edition, on December 15, 1989.
- o The public comment period opened on December 11, 1989 and closed on January 12, 1990. Documents from the Administrative Record were placed in the site information repositories for public review during the comment period.
- o On January 4, 1990, EPA held a public meeting at a high school near the site to discuss the alternatives evaluated, to present the amended preferred alternative, and to provide an opportunity for public comment. During this meeting EPA solicited written and verbal comments and provided responses to the comments. A transcript of the public meeting, including comments and responses, is part of the Responsiveness Summary for the ROD Amendment.
- o EPA received two sets of written comments during the public comment period and addresses these comments in the attached Responsiveness Summary for the ROD

Amendment.

SUMMARY OF SITE CHARACTERISTICS

A summary of the site characteristics relating to the landfill gas control system is included in the original gas ROD. An additional discussion of site characteristics relating to landfill cover is presented below.

The OII landfill is divided by the Pomona Freeway into two areas, a south parcel and a north parcel. The south parcel is approximately 145 acres in size and is characterized by 43 acres of relatively flat top deck and 102 acres of sloped areas. The slopes have two to three intermediate bench roads, 10 to 12 feet wide, to allow access and slope maintenance. Total slope heights vary from 100 to 200 feet with average slope angles ranging from less than 4H:1V (Horizontal:Vertical) to as steep as 1.5H:1V. Locally, slopes do exceed 1.5H:1V in steepness. The majority of the 145-acre south parcel was used for waste disposal whereas approximately 15 acres of the western area of the north parcel were used for waste disposal.

The 145-acre south parcel of the landfill is bounded by the Pomona Freeway to the north, business and residential areas to the west and south, and an oil field to the east. The majority of the perimeter of the landfill abuts the freeway or residential areas which severely limits any expansion of the landfill boundaries to decrease the steepness of the slopes.

The maximum vertical thickness of the landfill on the south parcel is approximately 330 feet. The top of the landfill ranges from 70 to 225 feet above the adjacent ground surface with the elevation of the top deck averaging approximately 620 to 640 feet above mean sea level (msl). The lowest elevation of the bottom of the landfill is estimated to be approximately 300 feet above msl.

The landfill is currently covered by a soil layer of variable thickness which ranges from nearly 0 feet to 25 feet. The cover tends to be thicker on the top deck and thinner on the slopes and consists of varying amounts of clay, sand, and silt. The engineering characteristics of the cover are highly variable and, generally, are not adequate for landfill closure. Surface cracking, depressions, and evidence of erosion exist at many locations around the landfill. The primary deficiencies of the existing cover are that it does not: (1) prevent gaseous surface emissions; (2) prevent oxygen intrusion into the refuse; (3) limit infiltration of surface water; or (4) provide for adequate erosion control and stormwater management.

Landfill gas that is not adequately controlled by the gas control system or by the landfill cover currently in place is

released by venting through the landfill cover, resulting in unacceptable surface emissions of landfill gas on- and off-site. Excessive surface emissions have been documented by grid survey data from the landfill surface. On-site areas with the highest levels of surface emissions have historically been on the slopes. The slopes have a thinner existing cover and have experienced significant erosion which further increases the amount of gaseous surface emissions. As the landfill refuse settles, the resulting cracks and fissures also act as a preferential pathway for surface emissions.

Historically, subsurface fires have been a recurring problem at the OII landfill. These fires have resulted from oxygen intrusion in combination with the high temperatures created during anaerobic decomposition of the refuse. The negative pressure (vacuum) necessary for the operation of gas extraction wells draws oxygen through the surface of the landfill, providing a source of oxygen within the refuse. Another major source of oxygen is supplied by an air dike injection system on the western border of the landfill, designed by OII to inject a curtain of compressed air into the ground to create a barrier to subsurface LFG migration.

Evidence of subsurface fires (e.g., elevated gas well temperatures) has existed for several years in some areas of the landfill. These fires can produce voids within the landfill that, upon collapse, may result in surface settlement depressions and the release of landfill gas. The reduction of oxygen intrusion requires the replacement of the air dike system with gas extraction wells and/or a decrease of the gas extraction system vacuum. Merely decreasing the system vacuum, given the current inadequacy of the existing gas extraction system, would result in a significant and unacceptable increase in off-site gas migration.

Oxygen intrusion into the refuse has also lowered the percent combustibles of the gas stream in the landfill gas extraction system, which could subsequently reduce the destruction efficiency during incineration. In existing areas of thin cover, the vacuum system applied to the gas extraction wells has been decreased or shut off due to elevated temperatures or poor gas quality, thus reducing the radius of influence of the well and the volume of gas extracted. The placement of landfill cover facilitates the extraction of high-quality LFG and will allow the system to operate with maximum efficiency.

The existing landfill cover is highly variable in its thickness and permeability and in its ability to prevent surface water infiltration. The lack of adequate cover allows surface water from rainfall and site irrigation to percolate through the thin cover, cracks, or fissures into the refuse prism. Left uncontrolled, the liquids percolate through the refuse and

00520

increase the amount of leachate in the landfill.

In addition to providing a physical barrier for gaseous surface emissions, oxygen intrusion, and surface water infiltration, the landfill cover forms the physical base for the stormwater management and erosion control systems at the landfill. The site drainage system currently consists of concrete-lined or clay-lined ditches along the toe of the intermediate slopes and on the top deck which drain to asphalt inlet and drop structures. Surface drainage is conveyed off-site in approximately ten locations around the south parcel. Substantial amounts of surface water are conveyed along the shoulder of access roads. Poor control of surface runoff has resulted in significant erosion of cover soil on slopes and access roads.

The existing drainage system is inadequate to prevent slope erosion and off-site sediment transport. An hydrologic analysis is being conducted as part of the Site Control and Monitoring (SCM) remedial action to assist in the design of a comprehensive stormwater management system. Improvements to the site drainage system conducted as part of SCM will be incorporated into the design and construction of the stormwater management system component of landfill cover.

SUMMARY OF SITE RISKS

A discussion of site risks is included in the original gas ROD. The Preliminary Risk Assessment for this operable unit demonstrated the need for landfill gas migration control and landfill cover to stabilize the site, to minimize further contaminant migration, and to quickly achieve significant risk reduction. The Preliminary Risk Assessment is found in Volume 1 Text, Public Comment Draft, Operable Unit Feasibility Study for Landfill Gas Migration Control, at page 4-10.

DESCRIPTION OF ALTERNATIVES

This amendment presents an additional alternative, Alternative 11, for evaluation and comparison with Alternatives 1 through 10 presented in the original gas ROD. The addition of this alternative is the result of public comment on the original gas ROD and additional site-specific knowledge now available to EPA as a result of its presence on-site performing a RI and conducting SCM for the last three years.

Alternative 11 consists of the landfill gas control remedy previously selected in the original gas ROD with the addition of design and construction of landfill cover. The Operable Unit Feasibility Study for Landfill Gas Migration Control, in conjunction with the "Technical Memorandum of Cost Estimates for Landfill Cover Concepts- RI/FS," provides a thorough discussion of

the integrated gas control and landfill cover alternative. A summary of the components for Alternative 11 is included below.

TREATMENT COMPONENTS

Alternative 11 includes the treatment components specified for Alternatives 9 and 10 which were presented in the original gas ROD. Alternative 11 provides for the extraction and thermal destruction of an estimated 90 percent of the landfill gas produced by the landfill (original gas ROD, page 37). This represents a 78 percent reduction in the volume of methane gas currently being released from the site. The thermal destruction facility for the landfill gas will meet the 99.99 percent destruction efficiency as required by the Resource Conservation and Recovery Act (RCRA). Liquids (e.g., leachate and condensate) collected by the gas control system will be collected and treated in an on-site treatment plant currently being designed and constructed under the Leachate Management Operable Unit.

CONTAINMENT COMPONENTS

Alternative 11 amends the gas control remedy previously selected by adding the design and construction of landfill cover. The installation of landfill cover will further enhance the collection efficiency of the gas control system, thus reducing the potential for contaminant migration. The cover will be designed to meet applicable or relevant and appropriate requirements (ARARs) for landfill closure, including those under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901, et seq. which defines general cover system performance standards, as well as more stringent promulgated State landfill cover requirements. The specific components for the cover will be developed during the remedial design stage.

Generally, the cover is designed to: (1) reduce gaseous surface emissions and associated odor; (2) minimize oxygen intrusion into the refuse; (3) reduce surface water infiltration and the subsequent formation of leachate; (4) minimize slope erosion; and (5) improve site aesthetics. Cover design options include characteristic components such as:

- 1) A base layer placed on the existing cover which acts as a foundation for the cover system;
- 2) A drainage layer (e.g., gravel, synthetic geogrid) to collect gas or liquids migrating to the surface of the landfill;
- 3) A barrier layer (e.g., clay, synthetic flexible membrane liner) to prevent gaseous surface emissions and surface water infiltration; and

00522

- 4) A soil or synthetic layer to control erosion, prevent off-site sediment transport, and improve site aesthetics.

Test cover plots are currently being developed as part of the SCM activities. Information obtained as a result of the construction, operation, and maintenance of the test plots will facilitate the design and construction of a landfill cover which will effectively meet the RCRA cover system performance standards.

The 30-year present worth cost for the gas control system of \$62,900,000 was presented in the original gas ROD. Capital costs, operation and maintenance costs, and present worth costs for the landfill cover are estimated in the "Technical Memorandum--Cost Estimates for Landfill Cover Concepts RI/FS," dated December 11, 1989. A range of potential cover designs were identified and evaluated in the Technical Memorandum. Based on the range of cost estimates for the gas control system plus the landfill cover, the 30-year present worth cost, discounted at 5%, for the gas control system and landfill cover is estimated at \$125,300,000 to \$181,300,000. Significant efficiencies should result from the integrated design and construction of the landfill gas collection system and cover, resulting in a reduction in capital and life-cycle costs.

SUMMARY OF COMPARATIVE ANALYSIS OF ALTERNATIVES

Tables 1 and 2 provide a summary of the relative performance of the alternatives, comparing present worth costs, effectiveness, and compliance with ARARs. Table 3 presents a more detailed evaluation of the effectiveness of the alternatives.

Table 1
ALTERNATIVES COMPARISON SUMMARY
OIL LFG MIGRATION CONTROL.

No.	Description	Alternative	Effectiveness			Cost Estimate (a)	
			Innovative or Resource Recovery Technology	Estimated Additional LFG Collection (b)	Probability of Meeting or Exceeding ARARs	Capital Investment (\$ Million)	Operation & Maintenance (c) (\$ Million)
0.	No Action		No	-	No	0	0
1.	Status Quo		No	0%	No	0	1.6
2.	Improved Status Quo		No	0%	No	5.8	1.5
3.	Minimal Gas Extraction with LFG Flaring		No	0%	Partially	15.5	2.0
4.	Intermediate Gas Extraction with LFG Flaring		No	30%	Possibly	23.3	2.5
5.	Maximum Gas Extraction with LFG Flaring		No	45%	High Probability	32.1	3.0
6.	Maximum Gas Extraction with LFG Boiler and Steam Power Generation		Yes	70%	High Probability	46.6	3.4(d) / 3.0(e)
7.	Replacement Gas Extraction with LFG Flaring		No	70%	High Probability	45.3	2.6
8.	Replacement Gas Extraction with LFG Boiler and Steam Power Generation		Yes	70%	High Probability	59.8	1.0(d) / 2.6(e)
9.	Modified Replacement Gas Extraction with LFG Flaring		No	70%	High Probability	27.0	2.3
10.	North Parcel System		No	70%	High Probability	0.4	0.038
11.	Alternatives 9 and 10 with Landfill Cover		No	70% +	High Probability	68.4-118.3	3.7-4.1

Notes:

- (a) Base costs are order-of-magnitude level estimates (i.e., the cost estimates have an expected accuracy of -30 to +50 percent).
 (b) Percent increase over projected (based on LFG generation model) LFG collected in 1990 using existing LFG facilities.
 (c) Operation/Maintenance, net estimated annual costs, 30 years unless noted specifically as (d) or (e), rounded off.
 (d) Operation/Maintenance, net estimated annual costs, 0-10 years, rounded off.
 (e) Operation/Maintenance, net estimated annual costs, 11-30 years, rounded off.

Table 3*
EFFECTIVENESS EVALUATION OF ALTERNATIVES

TABLE 2
Amended to Include Alternative 11
NET PRESENT WORTH OF ALTERNATIVES

Alternative	Project Life	Present Worth Rates (\$ in millions)		
		@ 3%	@ 5%	@ 10% (interest)
1	30 years	31.1	24.4	15.0
	45 years	37.5	27.2	15.1
	60 years	41.4	28.3	14.9
2	30 years	35.3	29.0	20.0
	45 years	41.6	31.7	20.2
	60 years	45.5	32.9	20.2
3	30 years	54.1	45.7	34.0
	45 years	62.3	49.4	34.3
	60 years	67.6	51.1	34.3
4	30 years	71.5	61.1	46.5
	45 years	82.1	65.9	46.9
	60 years	88.8	68.1	46.9
5	30 years	90.0	77.5	60.0
	45 years	103.0	83.5	60.6
	60 years	111.2	86.2	60.6
6	30 years	94.0	82.2	67.7
	45 years	107.0	88.8	68.4
	60 years	115.3	91.5	68.4
7	30 years	96.1	85.2	69.8
	45 years	107.6	90.4	70.3
	60 years	114.9	92.9	70.3
8	30 years	100.2	90.5	77.5
	45 years	111.6	95.8	78.1
	60 years	119.0	98.0	78.1
9	30 years	71.6	61.9	48.4
	45 years	81.5	66.5	48.8
	60 years	87.9	68.6	48.9
10	30 years	1.1	1.0	0.8
	45 years	1.2	1.0	0.7
	60 years	1.2	1.0	0.7
11	30 years	140.9-198.7	125.3-181.3	103.3-157.0
	45 years	159.1-218.8	134.2-191.1	104.9-158.7
	60 years	170.8-231.8	138.4-195.9	105.3-159.2

1. Overall Protection of Human Health and the Environment

Effectiveness Criteria	Alternative 11
How Alternative Provides Human Health and Environmental Protection	<ul style="list-style-type: none"> • Landfill Gas normally released as surface emissions and subsurface migration will be reduced. • Greater reduction than Alternatives 9/10 through addition of landfill cover. • Cover enhances extraction well efficiency.

2. Compliance with ARARs

Effectiveness Criteria	Alternative 11
Compliance with Chemical-Specific ARARs	<ul style="list-style-type: none"> • Surface emissions control (less than 50 ppm average of methane; 500 ppm maximum at any point): Greater likelihood of compliance with addition of landfill cover than with Alternatives 9/10. • Subsurface migration control (less than 5 percent methane at boundary): Greater likelihood of compliance by enhancing extraction system efficiency than with Alternatives 9/10.
Compliance with Action Specific ARARs	<ul style="list-style-type: none"> • Odor control: High potential for control of odorous surface emissions with maximum well coverage and landfill cover installation. • Thermal destruction facility will achieve a destruction and removal efficiency of 99.99%.
Compliance with Location-Specific ARARs	No location-specific ARARs apply.

3. Long-term Effectiveness and Permanence

Effectiveness Criteria	Alternative 11
Magnitude of Residual Risk	A quantitative residual risk calculation has not been performed for this operable unit. However, due to greater control of emissions and enhanced gas collection associated with Alternative 11, residual risk is less than that potentially posed by Alternatives 9/10. A quantitative residual risk analysis will be done as part of the final site remedy.

* Please see the attached ROD (9/30/88) for a complete evaluation of Alternatives 1-10.

00523

4. Reduction of Toxicity, Mobility, or Volume Through Treatment

Effectiveness Criteria	Alternative 11
Degree of Expected Reduction in Toxicity, Mobility, and Volume	Placement of cover will allow the other components of the remedy outlined in Alternatives 9/10. (including the treatment component discussed in the original ROD) to work more efficiently. High potential for reduction due to maximum well coverage plus landfill cover.

5. Short-Term Effectiveness

Effectiveness Criteria	Alternative 11
Protection of Community During Remedial Actions	Short term risks posed by construction and/or surface emissions may exist, but will be mitigated by proper controls.
Environmental Impacts	Noise, LFG emissions, erosion, odors, and dust during construction will require engineering controls.
Protection of Workers during Remedial Actions	<ul style="list-style-type: none"> • Potential contact with hazardous substances may exist, and will require appropriate health and safety procedures. • Physical hazards may exist due to on-slope construction of gas/cover components.
Time Until Remedial Action Objectives are Achieved	<ul style="list-style-type: none"> • Integrating gas/cover systems gains efficiencies in ease and time of design and construction. Remedial action objectives should be met sooner than with Alternative 9/10. • Without integration, cover would require difficult retrofitting to gas system (e.g. extension of extraction wells). • Time required to implement integrated gas/cover will be longer than implementing gas exclusively but less than implementing gas plus a retrofitted cover.

6. Implementability

Effectiveness Criteria	Alternative 11
Ability to Construct and Operate the Technology	Integrated gas/cover systems are widely used for control of releases at landfills. Broad range of technologies available, both proven and innovative, for system design. Slope steepness will impact the ease with which the cover will be installed; however, this issue will be addressed by considering a variety of cover systems for different portions of the landfill.

Reliability of Technology	Integrated LFG cover system is a demonstrated and widely-used landfill technology. A broad range of equipment and materials are available, have been used on other landfills, and will be evaluated during system design.
Ability to Monitor Effectiveness of Remedial Actions	Same as Alternatives 9 and 10.
Ability to Obtain Approvals from Other Agencies	Same as Alternatives 9 and 10.

7. Cost

Effectiveness Criteria	Alternative 11
Capital Cost	Higher than Alternatives 9/10.
Operating and Maintenance Cost	Because the landfill cover will be installed together with the gas control components in Alternatives 9/10, it is likely there will be efficiencies gained in both operation and maintenance. Moreover, the original ROD contemplated a cover for the site, and O/M costs would be required for final remedy.
Present Worth Costs	Higher than Alternatives 9/10.

8. State Acceptance

Effectiveness Criteria	Alternative 11
Features of the Alternative the State Supports	State concurs with choice of remedy, and has not identified any features about which it has reservations.

9. Community Acceptance

Effectiveness Criteria	Alternative 11
Features of the Alternative the Community Supports	Community concurs with choice of remedy, and has not identified any features about which it has reservations.

00524

STATE ACCEPTANCE

EPA and the State of California, Department of Health Services, agree on the preferred alternative. Both Agencies have been involved in the technical review and the development of the Proposed Plan. The Department of Health Services issued a Negative Declaration on April 9, 1990 for the Gas Migration Control with Landfill Cover Operable Unit in compliance with the requirements of the California Environmental Quality Act (CEQA).

COMMUNITY ACCEPTANCE

During the public comment period, EPA received two sets of written comments from the community.

- 1) A local community group Homeowners to Eliminate Landfill Problems (H.E.L.P.) concurs with the preferred alternative to amend the ROD to add landfill cover to the gas remedy.
- 2) The OII Steering Committee, a group of potentially responsible parties involved at OII, supports the consideration of integration of the cover component of the site remedy with the gas control remedy, but expressed concern about the lack of specificity regarding the exact type of cover design to be implemented. Detailed responses to the issues raised by the OII Steering Committee are included in the Responsiveness Summary section of the ROD.

A transcript of the public meeting, including public statements made during the meeting, is also included in the Responsiveness Summary.

SELECTED REMEDY/STATUTORY DETERMINATIONS

The selected remedy, Alternative 11, for this ROD amendment integrates the design and construction of landfill cover with the landfill gas control remedy previously selected in the original gas ROD. The major components of the amended landfill gas control and cover remedy include:

- o Landfill cover designed to: (1) reduce surface gas emissions and odors; (2) prevent oxygen intrusion into the refuse; (3) prevent surface water infiltration; (4) provide erosion control; and (5) to improve site aesthetics;
- o Perimeter LFG extraction wells, with placement focused on minimizing off-site LFG migration;

- o LFG extraction wells on the top deck of the landfill, with placement focused on maximizing source control of LFG;
- o Shallow and deep slope wells with placement focused on reducing surface emissions and controlling intermediate to deep subsurface migration at the perimeter;
- o Integrated above-grade LFG headers and condensate sumps;
- o LFG monitoring wells at the site boundary;
- o Upgraded thermal destruction facility for landfill gas; and
- o Pumps in appropriate gas wells, with above-grade collection sumps, to de-water saturated zones.

The addition of landfill cover to this operable unit significantly increases the protection of human health and the environment and will be designed to attain ARARs or a waiver is justified.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT

The selected remedy protects human health and the environment through extraction and thermal destruction of landfill gas and installation of landfill cover. The thermal destruction will permanently remove 99.99 percent of the contaminants in the landfill gas. The landfill cover will be designed to reduce surface gas emissions and odors; prevent oxygen intrusion into the refuse, which will allow the gas systems to work more effectively; prevent surface water infiltration, which will assist in leachate management; and promote erosion control.

Short-term risks associated with the selected remedy, as addressed in the original gas ROD (at page 31), can be readily controlled. In addition, no adverse cross-media impacts are expected from the remedy.

COMPLIANCE WITH ARARs

The selected amended remedy for the landfill gas migration control and landfill cover operable unit will be designed to attain the following applicable or relevant and appropriate requirements (ARARs), in addition to the ARARs identified in the original gas ROD. These ARARs were identified from Federal, and more stringent promulgated state and local environmental and public health laws.

The amended remedy is an operable unit which only addresses landfill gas migration control and landfill cover. While certain closure and post-closure requirements are applicable, this remedial action does not address all closure and post-closure ARARs. Upon conclusion of the Remedial Investigation and Feasibility Study, additional remedial actions may be selected. EPA currently expects that further actions, including groundwater remediation, may be required. The ARARs for such remedial actions will be identified and addressed at that time.

Federal Requirements

1. Resource Conservation and Recovery Act (RCRA)

The Resource Conservation and Recovery Act (RCRA), Subtitle C, sets forth several applicable requirements for the amended remedy at 40 C.F.R. Part 265, Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities, and several relevant and appropriate requirements in 40 CFR part 264, Standards for Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities.

The Land Disposal Restrictions of RCRA are neither applicable, nor relevant and appropriate to this remedial action. Generally, any movement of hazardous waste will be within the same area of contamination. There will be no residuals from the thermal destruction facility to be redeposited, and any condensate or leachate will be treated on site at the treatment plant currently being designed and constructed under the Leachate Management operable unit.

A. Part 265, Subpart G: Closure and Post-Closure

40 C.F.R. § 265.117: Post-closure care and use of property

Post-closure care requirements must begin after closure of the unit and continue for 30 years after that date. These requirements include (c): post-closure use of the property on or in which hazardous wastes remain after partial or final closure must never be allowed to disturb the integrity of the cover.

B. Part 265, Subpart N: Landfills

40 C.F.R. § 265.310 - Closure and Post-Closure Care

The final landfill cover must be designed and constructed to: (1) provide long-term minimization of migration of liquids through the closed landfill; (2) function with minimum maintenance; (3) promote drainage and minimize erosion or abrasion of the cover; (4) accommodate settling and subsidence so

that the cover's integrity is maintained; and (5) have a permeability less than or equal to any bottom liner system or natural subsoils present.

The 30 year post-closure care of the cover must include: (1) maintenance of the integrity and effectiveness of the cover, including repairs to the cover as necessary to correct the effects of settling, subsidence, erosion or other events; (2) prevention of run-on and run-off from eroding or otherwise damaging the cover; and (3) protection and maintenance of surveyed benchmarks.

C. Part 264, Subpart O: Incinerators

Several of the sections of this subpart are relevant and appropriate requirements for the thermal destruction facility, which meets the RCRA definition of an "incinerator," namely an enclosed device using controlled flame combustion to incinerate hazardous waste.

40 C.F.R. § 264.343 - Performance Standards

The remedy will be designed to attain the standards required by this section. The thermal destruction facility must be designed, constructed and maintained to meet the following performance standards:

(1) the facility must achieve a destruction and removal efficiency of 99.99 percent for each principal organic hazardous constituent in the waste feed;

(2) the facility must reduce hydrogen chloride emissions to 1.8 kg/kr or 1 percent of the HCl in the stack gasses before entering any pollution control devices; and

(3) the facility must not release particulate in excess of 180 mg/dscm corrected for the amount of oxygen in stack gas.

40 C.F.R. § 264.345 - Operating Requirements

The thermal destruction facility will be operated to meet the following requirements of this section: (1) monitoring of various parameters during operation, including, combustion temperature, waste feed rate, an indicator of combustion gas velocity, and carbon monoxide; (2) control of fugitive emissions by (a) keeping the combustion zone totally sealed against fugitive emission, (b) maintaining combustion-zone pressure lower than atmospheric pressure, or (c) controlling via an alternate means to provide fugitive emissions control equivalent to maintenance of combustion zone pressure lower than atmospheric pressure; and (3) utilization of an automatic cutoff system to stop waste feed when operating conditions deviate.

2. Clean Water Act (CWA)

Clean Water Act National Pollutant Discharge Elimination System (NPDES): 40 C.F.R. Part 125 sets forth requirements for permits for the discharge of pollutants from any point source into waters of the United States. Minimization of the off-site transport of materials and debris to meet the substantive portion of the NPDES permit requirements will be addressed during the Remedial Design phase in the development of the landfill cover grading plan and the design of the site stormwater management and drainage structures.

State Requirements

The State of California has timely identified several ARARs which are applicable to the amended selected remedy in addition to the ARARs identified in the original gas ROD. Moreover, the selected remedy will meet ARARs, as noted below, for which interim waivers were invoked in the original gas ROD pending the addition of landfill cover.

1. South Coast Air Quality Management District, Rules and Regulations (administered by the South Coast Air Quality Management District, as delegated by the California Air Resources Board).

Rule 402 - Nuisance. This rule prohibits the discharge of any material (including odorous compounds) that cause injury, detriment, nuisance, or annoyance to the public, businesses, or property or endangers human health, comfort, repose or safety. The selected amended remedy will be designed to attain this ARAR, waived in the original gas ROD.

Rule 432.1 - A typographical error in the original ROD identified this Rule as 431.1.

Regulation XI - Source Specific Standards - 1150.2

The original gas ROD identified Rule 1150.1, Control of Gaseous Emissions from Active Landfills, as an ARAR for the selected remedy and waived this requirement pending selection of landfill cover. The cover selected by this amended remedy will be designed to meet Rule 1150.2, Control of Gaseous Emissions from Inactive Landfills, which is an applicable state requirement.

Rule 1150.2 - Control of Gaseous Emissions from Inactive Landfills, requires perimeter landfill gas monitoring probes to evaluate off-site migration and limits concentration to total organic compounds to 50 ppm over a representative area of the landfill and maximum concentration of organic compounds (measured

as methane) to 500 ppm, at any point on the surface of the landfill.

2. Solid Waste Management and Resource Recovery Act of 1972 (administered by the California Integrated Waste Management Board). The following titles of this act are applicable to the landfill cover component of the selected amended remedy.

A. Title 14, California Code of Regulations, Division 7

The following sections of Chapter 3, Minimum Standards of Solid Waste Handling and Disposal, Article 7.8, Disposal Site Closure and Postclosure, are applicable to landfill cover.

1. Section 17773 - Final Cover

The regulation is applicable and the cover will be constructed to meet its requirements. This regulation requires that a minimum thickness and quality of cover be placed over the entire surface of the final lift which meets the standards of Title 23, CCR, Subchapter 15, Section 2581 or that meet the standards set forth for an engineered alternative. The prescriptive standard must be not feasible and the alternative must be consistent with the performance goals of subsection (e) and afford equivalent protection against water quality impairment. Subsection (d) provides the basis for showing compliance with this standard is not feasible.

Subsection (e) sets forth the following minimum performance goals for the thickness and quality of cover: (1) a need to limit infiltration of water, to the greatest extent possible; (2) a need to control landfill gas emissions; (3) the future reuse of the site; and (4) a need to protect the low permeability layer from desiccation, penetration by rodents, and heavy equipment damage.

2. Section 17783 - 17783.15

These sections are applicable to the amended selected remedy, and it will be designed to attain these requirements. These regulations became effective August 1989 and were not promulgated at the time the gas ROD was originally signed. However, the remedy both as originally selected and as amended, will meet these ARARs.

a. Section 17783 - Gas Monitoring and Control During Closure and Postclosure

During periods of closure and postclosure maintenance, landfill gases generated at the facility must be controlled as follows:

- (1) The concentration of methane gas must not exceed 1.25% by volume in air within on-site structures;
- (2) The concentration of methane gas migrating from the landfill must not exceed 5% by volume in the air at the facility property boundary or an alternative boundary in accordance with Section 17783.5.
- (3) Trace gases shall be controlled to prevent adverse acute and chronic exposure to toxic and/or carcinogenic compounds.

Subsection (b) sets forth the period during which monitoring should continue and subsection (d) provides that the monitoring and control systems shall be modified, during the closure and postclosure maintenance period to reflect changing on-site and adjacent land uses. Postclosure land use at the site shall not interfere with the function of gas monitoring or control systems.

b. Section 17783.3 - Monitoring

This section requires that the gas monitoring system shall be designed to meet with the specified site characteristics, and potential migration pathways or barriers, including, but not limited to: (1) local soil and rock conditions; (2) hydrogeological conditions at the facility; (3) locations of buildings and structures relative to the waste deposit area; (4) adjacent land use, and inhabitable structures within 1000 feet of the landfill property boundary; (5) man-made pathways, such as underground construction; and (6) the nature and age of waste and its potential to generate landfill gas.

c. Section 17783.5 - Perimeter Monitoring Network

This section sets forth specific requirements for the location (subsection a), spacing (subsection b), depth (subsection c) and construction (subsection d) of the monitoring wells.

d. Section 17783.7 - Structure Monitoring

This section requires that the design of the monitoring system include provisions for monitoring on-site structures, identifies some methods for monitoring such structures, and requires that structures located on top of the waste deposit area be monitored on a continuous basis.

e. Section 17783.9 - Monitoring Parameters

This section requires that all monitoring probes and on-site structures be sampled for methane and for specified trace gases, when there is a possibility of acute or chronic exposure due to carcinogenic or toxic compounds.

f. Section 17783.11 - Monitoring Frequency

This section requires a minimum of quarterly monitoring with more frequent monitoring required if results indicate the landfill gas is migrating or accumulating in structures.

g. Section 17783.15 - Control

Subsection (a)(1) requires that all immediate steps be taken when the results of gas monitoring indicate levels of methane in excess of the compliance levels required by Section 17783(a).

Subsection (b) requires that the gas control system be designed to: (1) prevent methane accumulation in on-site structures; (2) reduce methane concentrations at monitored property boundaries to below compliance levels; (3) reduce trace gas concentrations; (4) provide for the collection and treatment and/or disposal of landfill gas condensate at the surface.

Subsection (c) indicates that the gas control systems may include, but are not limited to, the control systems enumerated in subsections (c)(1), (2) and (3).

Subsection (d) provides steps to be taken in the event on-site structure methane levels exceed that specified in Section 17783(a).

Subsection (e) requires that the operator provide for system monitoring and adjustment to ensure that the gas control system is operating at optimum efficiency.

3. Section 17796 - Postclosure Land Use

This regulation sets forth requirements concerning postclosure land use. Subsections (c), (d) and (e) are applicable to this remedial action. Subsection (c) requires that construction improvements on the site shall maintain the integrity of the final cover and the function of the monitoring system(s). Subsection (d) sets forth conditions to be met for construction of structural improvements on top of landfilled areas during the post-closure period. Subsection (e) sets forth building conditions pertaining to on-site structures constructed within 1,000 feet of the waste holding area.

B. Title 22, California Code of Regulations

Article 18: General Facility Standards

Section 67108: Seismic and Precipitation Design Standards

This section is applicable to the landfill cover component

and requires the design of cover systems and drainage control to function without failure when subjected to capacity, hydrostatic and hydrodynamic loads resulting from a 24-hour probable maximum precipitation storm. Additionally, all covers and cover systems which will remain after closure must be designed, constructed and maintained to withstand the maximum credible earthquake without the level of public health and environmental protection afforded by the original design being decreased.

Article 23 - Closure and Post-closure for Interim Status and Permitted Facilities

Section 67211 - Closure Performance Standard

Subsection (b) of this section is applicable to the selected amended remedy and requires that the facility be closed in a manner which controls, minimizes, or eliminates, to the extent necessary to protect human health and the environment, post-closure escape of hazardous waste, hazardous waste constituents, leachate, contaminated rainfall, or waste decomposition products to the ground or surface waters or to the atmosphere. As noted above, this operable unit does not address all aspects of closure; to the extent not addressed by this or earlier operable units, these will be addressed by subsequent remedial actions.

Article 29 - Landfills at Both Interim Status and Permitted Facilities

Section 67418 - Closure and Post-Closure Care of Landfills at Interim Status Landfills

This section requires the design and construction of final cover to meet certain standards which are equivalent to those set forth under RCRA. More stringent, applicable requirements include, subsection (1) which requires the prevention of downward entry of water into the closed landfill throughout a period of at least 100 years, and subsection (5) which requires that the cover be designed and constructed to accommodate lateral and vertical shear forces generated by earthquakes so that the integrity of the cover is maintained.

C. Title 23, California Code of Regulations

**Chapter 3, State Water Resources Control Board
Subchapter 15 - Discharges to Land**

Three sections of this subchapter are applicable. For the purposes of applying these regulations, the OII Site is considered to be a Class I facility. (See Section 2531(a)(2) of this Title.)

1. Section 2546: Precipitation and Drainage Controls

Subsection (a) requires that the cover shall be designed and constructed to limit, to the greatest extent possible, ponding, infiltration, inundation, erosion, slope failure, washout and overtopping under probable maximum precipitation conditions.

Subsection (c) requires diversion and drainage facilities to be designed and constructed to accommodate the anticipated volume of precipitation and peak flows from surface run off under probable maximum precipitation conditions.

Subsection (d) requires collection and holding facilities associated with precipitation and drainage control systems to be emptied immediately following each storm or otherwise managed to maintain the design capacity of the system.

Subsection (e) requires surface and subsurface drainage from outside of a waste management unit to be diverted from the waste management unit.

Subsection (f) requires cover materials to be graded to divert precipitation from the waste unit, to prevent ponding of surface water over wastes, and to resist erosion as a result of precipitation with the return frequency specified in Table 4.1.

2. Section 2547: Seismic Design

This section requires structures which control surface drainage, erosion or gas shall be designed to withstand the maximum credible earthquake without damage.

3. Section 2581: Landfill Closure Requirements

The requirements of subsection (a) for cover are applicable. This section requires at least two feet of appropriate materials, (primarily soil-type materials) as a foundation layer and an additional one foot of soil on top of this foundation layer. These requirements will not be met by the selected remedy, and are being waived pursuant to Section 121(d)(4)(B), (C) and (D), 42 U.S.C. § 9621 (d)(4)(B), (C) and (D). Due to the configurations of the OII site, including its steep slopes and direct proximity to both homes and the Pomona freeway, a cover constructed of soil-type materials and with the thickness required by this subsection would result in a greater risk to human health and the environment than the selected remedy. Construction for such a cover is technically impracticable from an engineering perspective; far greater flexibility in types of materials and cover design is required by this site. The remedy selected will attain a standard of performance that is equivalent to that required by this section through an alternative approach which provides for a variety of cover materials.

02500
02529

The landfill cover component will be designed to attain the requirements of Sections 2581(b) and (c). Subsection (b) sets forth grading requirements which provide that closed landfills will be graded and maintained to prevent ponding and sets forth conditions specific to the steepness of slopes. Subsection (c) requires that the surface water be monitored in accordance with Article 5 of this Section.

COST-EFFECTIVENESS

Of the alternatives evaluated, the selected remedy provides the highest level of protection of human health and the environment in a cost-effective manner. Significant technical and economic efficiencies will be gained from the integrated design and construction of the landfill gas collection system and landfill cover.

UTILIZATION OF PERMANENT SOLUTIONS AND ALTERNATIVE TREATMENT TECHNOLOGIES OR RESOURCE RECOVERY TECHNOLOGIES TO THE MAXIMUM EXTENT PRACTICABLE

00530 EPA believes the selected remedy represents the maximum extent to which permanent solutions and treatment technologies can be used for this operable unit at the OII site. Of those alternatives that are protective of human health and the environment and comply with ARARs, EPA has determined the selected remedy provides the best balance in terms of long-term effectiveness and permanence, reduction in toxicity, effectiveness, and reduction in volume achieved through treatment, short term effectiveness, implementability, and cost while considering the statutory preference for treatment as a principal element as well as community input.

Alternative 11 reduces the toxicity, mobility, and volume of the contaminants in the landfill gas, complies with ARARs, or a waiver is justified, provides short-term effectiveness, and protects human health and the environment more effectively and more rapidly than any of the other alternatives considered. The selected remedy is more reliable and can be implemented with less difficulty than implementation of gas control and landfill cover separately, and is therefore determined to be the most appropriate and cost-effective remedy for this operable unit at the OII site.

PREFERENCE FOR TREATMENT AS A PRINCIPAL ELEMENT

By treating the landfill gas using thermal destruction, the selected remedy satisfies the statutory preference for remedies that employ treatment of the principal threat which permanently and significantly reduces toxicity, mobility, or volume of hazardous substances as a principal element. The addition of landfill cover will further increase the efficiency of the gas

control system by reducing surface emissions and preventing oxygen intrusion into the refuse. Complete treatment of the refuse at this landfill is impracticable due to severe implementability problems, the potential for significant short-term risks, and prohibitive costs.

G

**United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree**

**APPENDIX G
Final Record of Decision**

The following final Record of Decision for the OII Site, signed by the Region IX Superfund Division Director on September 30, 1996, comprises the OII Site Final ROD.

//
//

00532

**FINAL
RECORD OF DECISION
FOR
OPERATING INDUSTRIES, INC.
SUPERFUND SITE
MONTEREY PARK, CALIFORNIA**

Volume 1

September 1996

Declaration

Site Name and Location

Operating Industries, Inc. (OII)
Monterey Park, California

Statement of Basis and Purpose

This decision document presents the selected remedial action for the Operating Industries, Inc. (OII) Site, in Monterey Park, California, chosen in accordance with the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) and, to the extent practicable, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). This decision is based on the Administrative Record for this site.

The State of California concurs with the selected remedy.

Assessment of the Site

Actual or threatened releases of hazardous substances from this site, if not addressed by implementing the response action selected in this Record of Decision (ROD), may present an imminent and substantial endangerment to public health, welfare, or the environment.

Description of the Remedy

This ROD addresses liquids control and contaminated groundwater as well as long-term operation and maintenance of all environmental control facilities at the landfill, excluding those facilities covered under the Gas Migration Control and Landfill Cover ROD, as amended (EPA, 1990a; originally the Gas Migration Control ROD [EPA, 1988b]). Liquids will be controlled at the landfill perimeter to prevent migration of contaminants to groundwater. Contaminated groundwater currently beyond the landfill perimeter will be allowed to naturally attenuate over time. The U.S. Environmental Protection Agency (EPA) has signed three previous RODs for the OII Site. These cover Site Control and Monitoring, Leachate Management, and Gas Migration Control and Landfill Cover. The RODs for Site Control and Monitoring and Leachate Management were interim in nature and not considered permanent. These RODs are no longer applicable beginning with the signing of this ROD, although activities required under those RODs will continue as part of this ROD. The ROD for Gas Migration Control and Landfill Cover selected a final remedial action that represents a

significant component of the permanent site cleanup, but is not included in, or modified by, this ROD.

The major components of the selected remedy for this action include:

- Installation of a perimeter liquids control system in areas where contaminants are migrating from the landfill at levels that cause groundwater to exceed performance standards. Contaminated groundwater beyond the landfill perimeter would be reduced to below cleanup standards through natural attenuation.
- Conveyance of the collected liquids to the onsite treatment plant.
- Onsite treatment of collected liquids using the existing leachate treatment plant, modified as necessary to handle the new liquids. Discharge of treated liquids to the County Sanitation Districts of Los Angeles County sanitary sewer system.
- Implementation of a monitoring and evaluation program to ensure that natural attenuation of the contaminated groundwater is progressing as anticipated, to detect future releases of contaminants from the landfill, and to ensure that perimeter liquids control system performance standards are being met.
- Establishment of institutional controls to ensure appropriate future use of the OII Site and to restrict groundwater use in the immediate vicinity of the OII Site. The institutional controls will supplement the engineering controls to prevent or limit exposure to hazardous substances.
- Interim operation and maintenance of existing site activities (gas extraction and air dike, leachate collection, leachate treatment, irrigation, access roads, stormwater drainage, site security, slope repair, and erosion control), except to the extent that they are addressed under the Gas Migration Control and Landfill Cover ROD.
- Long-term operation and maintenance of all facilities and environmental control components at the OII Site, excluding those covered under the Gas Migration Control and Landfill Cover ROD.

Statutory Determinations

The selected remedy is protective of human health and the environment, complies with federal and state requirements that are legally applicable or relevant and appropriate to the remedial action, and is cost-effective. This remedy utilizes permanent solutions and alternative treatment technologies to the maximum extent practicable. Components of the selected final remedy satisfy the statutory preference for remedies that employ treatment that reduces toxicity, mobility, or volume as a principal element. The size of the landfill mass precludes a remedy in which all contaminants could be excavated and effectively treated.

Therefore, consistent with the NCP and EPA guidance, including *Guidance for Conducting Remedial Investigations/Feasibility Studies for CERCLA Municipal Landfill Sites* (EPA OSWER Directive 9355.3-11, February 1991a), the remedy uses containment to address the low-level threat from the landfill.

Because this remedy will result in hazardous substances remaining onsite above health-based levels, a review will be conducted at least once every 5 years after commencement of remedial action to ensure that the remedy continues to provide adequate protection of human health and the environment.

Keith A. Takata
Keith A. Takata
Director of Superfund Division
U.S. Environmental Protection Agency, Region IX

9-30-94
Date

00533

Contents

Section	Page
Declaration.....	i
Site Name and Location.....	i
Statement of Basis and Purpose.....	i
Assessment of the Site.....	i
Description of the Remedy.....	i
Statutory Determinations.....	ii
Part I Decision Summary.....	I-1
1.0 Site Summary.....	I-1
1.1 Site Location and Description.....	I-1
1.2 Physiography and Topography.....	I-1
1.3 Land Use.....	I-3
1.3.1 Historic Land Use.....	I-3
1.3.2 Current Land Use.....	I-3
1.4 Demographics.....	I-7
1.5 Surface Water Hydrology.....	I-7
1.5.1 Regional Hydrology.....	I-7
1.5.2 Surface Water Drainage at the OII Site.....	I-8
1.6 Geologic Setting Summary.....	I-8
1.7 Hydrogeologic Setting Summary.....	I-9
2.0 OII Site History and Enforcement Activities.....	I-10
2.1 Landfill History.....	I-10
2.1.1 Historical Waste Disposal and Landfill Operations.....	I-11
2.1.2 Landfill Development and Thickness.....	I-12
2.1.3 Waste Types and Quantities.....	I-12

2.2 Field Investigations.....	I-12
2.2.1 Hydrogeologic Investigations.....	I-15
2.2.2 Geologic and Geotechnical Investigations.....	I-15
2.2.3 Air Quality Investigations.....	I-16
2.2.4 Surface Water Sampling.....	I-16
2.2.5 Leachate Investigations.....	I-16
2.2.6 Landfill Gas Investigations.....	I-21
2.3 Summary of EPA Actions at the OII Site.....	I-22
2.3.1 Summary of Enforcement Activities.....	I-22
2.3.2 OII Site Operable Units.....	I-24
2.3.3 OII Site Consent Decrees and Administrative Orders.....	I-25
3.0 Highlights of Community Participation.....	I-25
4.0 Summary of Site Characteristics.....	I-26
4.1 Air.....	I-27
4.1.1 Ambient Air.....	I-27
4.1.2 In-Home Air.....	I-27
4.2 Soil.....	I-27
4.2.1 Surface Soil.....	I-28
4.2.2 Subsurface Soil.....	I-28
4.3 Surface Water.....	I-28
4.4 Groundwater.....	I-28
4.4.1 Northwest Area.....	I-33
4.4.2 Southwest Area—Groundwater Contamination.....	I-34
4.4.3 Eastern Area—Groundwater Contamination.....	I-35
4.4.4 West and South Aquifer Systems—Groundwater Contamination.....	I-36

00534

00535

5.0	Summary of Site Risks.....	I-37
5.1	Baseline Human Health Risk Assessment Summary.....	I-37
5.1.1	Identification of Contaminants of Potential Concern.....	I-38
5.1.2	Exposure Assessment.....	I-38
5.1.3	Toxicity Assessment.....	I-45
5.1.4	Risk Characterization Summary.....	I-48
5.1.5	Baseline Human Health Risk Assessment Conclusion.....	I-56
5.2	Baseline Ecological Risk Assessment Summary.....	I-69
6.0	Description of Remedial Alternatives.....	I-70
6.1	Alternative No. 1—No Further Action.....	I-70
6.2	Alternative No. 2—Perimeter Liquids Control (EPA's Selected Remedy).....	I-76
6.3	Alternative No. 3—Perimeter Liquids Control Plus Source Control.....	I-80
6.4	Alternative No. 4—Perimeter Liquids Control Plus Groundwater Control or Remediation.....	I-83
7.0	Summary of the Comparative Analysis of Alternatives.....	I-88
7.1	Overall Protection of Human Health and the Environment.....	I-89
7.1.1	Alternative No. 1.....	I-89
7.1.2	Alternative No. 2.....	I-91
7.1.3	Alternative No. 3.....	I-91
7.1.4	Alternative No. 4.....	I-92
7.2	Compliance with ARARs.....	I-92
7.3	Long-term Effectiveness and Permanence.....	I-93

7.3.1	Magnitude of Residual Risk.....	I-93
7.3.2	Adequacy and Reliability of Controls.....	I-95
7.4	Reduction of Toxicity, Mobility, and Volume Through Treatment.....	I-97
7.5	Short-term Effectiveness.....	I-98
7.6	Implementability.....	I-102
7.7	Cost.....	I-104
7.8	State Acceptance.....	I-106
7.9	Community Acceptance.....	I-106
8.0	Selected Remedy.....	I-107
8.1	Perimeter Liquids Control Component.....	I-108
8.1.1	Performance Standards and Point of Compliance.....	I-108
8.1.2	Contingency Measures.....	I-112
8.2	Liquids Treatment Component.....	I-112
8.2.1	Performance Standards and Point of Compliance.....	I-113
8.2.2	Contingency Measures.....	I-113
8.3	Groundwater.....	I-113
8.3.1	Performance Standards and Point of Compliance.....	I-113
8.3.2	Contingency Measures.....	I-117
8.4	Environmental Monitoring.....	I-117
8.4.1	Detection Monitoring.....	I-118
8.4.2	Compliance/Performance Monitoring.....	I-118
8.5	Additional Components.....	I-118
8.5.1	Institutional Controls.....	I-118
8.5.2	Site Administration.....	I-120
8.5.3	Operation and Maintenance of Facilities and Environmental Control Systems.....	I-120

00536

8.6	Cost of the Selected Remedy.....	I-121
9.0	Applicable or Relevant and Appropriate Requirements (ARARs) ..	I-121
9.1	Chemical-Specific ARARs	I-129
9.2	Location-Specific ARARs.....	I-130
9.3	Action-Specific ARARs.....	I-131
10.0	Documentation of Significant Changes.....	I-132
11.0	Statutory Determinations.....	I-132
11.1	Protection of Human Health and the Environment	I-133
11.2	Compliance with ARARs.....	I-133
11.3	Cost-Effectiveness.....	I-133
11.4	Utilization of Permanent Solutions and Alternative Treatment Technologies to the Maximum Extent Practicable	I-134
11.5	Preference for Treatment as a Principal Element.....	I-135
	References	R-1

Tables

1	Examples of Generic Wastes Permitted for Disposal at OII Landfill	I-13
2	Examples of Liquid Wastes Reportedly Disposed at OII Landfill from 1976 to 1984.....	I-14
3	Selected Chemicals of Potential Concern for Air, Groundwater, and Soil	I-39
4	Exposure Parameters for Estimating Exposure for Residential Intake of Ambient Air	I-43
5	Parameters for Estimating Residential Exposures from Ingestion of Groundwater Contaminants	I-43

6	Parameters for Estimating Chemical Intake for an Adult Resident from Inhalation of Groundwater Volatiles	I-44
7	Parameters for Estimating Chemical Absorption from Dermal Contact with Groundwater	I-44
8	Parameters for Estimating Intake for Residents and Workers Via Dermal, Inhalation, and Ingestion Exposure to Soil	I-46
9	Toxicity Values and Chemical-Specific Parameters for Chemicals of Potential Concern	I-49
10	Summary of Leachate Extraction by Strategic Area	I-90
11	Approximate Time to Reach Chemical-Specific ARARs in Groundwater.....	I-94
12	Comparisons of Contaminants Removed Through Liquids Collection/Extraction Reduction in Toxicity, Mobility, and Volume of Contaminants Through Treatment.....	I-99
13	Comparisons of Treatment Residuals Generated Reduction in Toxicity, Mobility, and Volume of Contaminants Through Treatment.....	I-100
14	Comparison of Costs.....	I-105
15	Perimeter Liquids Control Chemical Performance Standards and Groundwater Cleanup Standards.....	I-110
16	Effluent Discharge Limits	I-114
17	Approximate Time and Migration Distances to Reach Cleanup Standards in Groundwater Under the Selected Remedy.....	I-116
18	Selected Remedy Cost Estimate Summary	I-122
19	Summary of Chemical-Specific ARARs.....	I-124
20	Summary of Location-Specific ARARs.....	I-125
21	Action-Specific ARARs	I-126

Figures

1	Landfill Location Map.....	I-2
2	Property Ownership/Usage Adjacent to OII Landfill	I-5
3	Monitoring Well Locations	I-17

00537

4	Compounds with Average Ambient Air Concentrations Exceeding Background.....	I-19
5	Sampling Network for the In-Home Air Monitoring Program	I-20
6	Landfill Gas Monitoring Well Locations	I-23
7	1992/1993 MCL Exceedance Contours in Shallow or Unconfined Flow Systems.....	I-29
8	1992/1993 MCL Exceedance Contours in Deep or Confined Flow Systems	I-31
9A	Total Cancer Risk for Ambient Air Monitoring Station Locations—Residential Adult Reasonable Maximum Exposure Conditions	I-53
9B	Total Noncancer Hazard Index for Ambient Air Monitoring Station Locations—Residential Adult Reasonable Maximum Exposure Conditions	I-55
10	Total Cancer Risk for Surface Soil/Sediment by Area Residential Child Reasonable Maximum Exposure Conditions	I-57
11	Total Noncancer Hazard Index for Surface Soil/Sediment by Area Residential Child Reasonable Maximum Exposure Conditions	I-59
12	Total Cancer Risk for Individual Shallow Groundwater Wells Using Chemicals of Potential Concern by Well - Residential Adult Reasonable Maximum Exposure Conditions	I-61
13	Total Cancer Risk for Individual Deep Groundwater Wells Using Chemicals of Potential Concern by Well - Residential Adult Reasonable Maximum Exposure Conditions	I-63
14	Total Noncancer Hazard Index for Individual Shallow Groundwater Wells Using Chemicals of Potential Concern by Well - Residential Adult Reasonable Maximum Exposure Conditions	I-65
15	Total Noncancer Hazard Index for Individual Deep Groundwater Wells Using Chemicals of Potential Concern by Well - Residential Adult Reasonable Maximum Exposure Conditions	I-67
16	Alternative No. 1: No Further Action	I-71
17	Miscellaneous Existing Landfill Features Included in Alternative No. 1	I-73

18	Alternative No. 2: Perimeter Liquids Control	I-77
19	Alternative No. 3: Perimeter Liquids Control plus Source Control	I-81
20	Alternative No. 4: Perimeter Liquids Control plus Groundwater Control	I-85

Acronym List

ARARs	applicable or relevant and appropriate requirements
BTEX	benzene, toluene, ethylbenzene, and xylene
Caltrans	California Department of Transportation
CCR	California Code of Regulations
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980
DTSC	California Department of Toxic Substances Control
EPA	Environmental Protection Agency
ft/day	feet per day
ft/yr	feet per year
gpm	gallons per minute
HELP	Hydrologic Evaluation of Landfill Performance model
hp	horsepower
MCL	maximum contaminant level
MCLG	maximum contaminant level goal
mg/L	milligrams per liter
MOC	USGS Method-of-Characteristics code
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
OII	Operating Industries, Inc.
OSWER	Office of Solid Waste and Emergency Response
PCB	polychlorinated biphenyl
PCE	perchloroethylene
ppm	parts per million
RCRA	Resource Conservation and Recovery Act of 1976
ROD	Record of Decision
SCAQMD	South Coast Air Quality Management District
TBC	to be considered
TCE	trichloroethylene
µg/L	micrograms per liter
µg/m ³	micrograms per cubic meter
USGS	U.S. Geological Survey

Part I Decision Summary

1.0 Site Summary

1.1 Site Location and Description

The Operating Industries, Inc. (OII) Site is located at 900 Potrero Grande Drive in the City of Monterey Park, approximately 10 miles east of downtown Los Angeles (Figure 1). The landfill property covers 190 acres and is divided by California Highway 60 (Pomona Freeway). The 45 acres to the north of the freeway are referred to as the North Parcel, and the 145 acres to the south of the freeway are called the South Parcel. The neighboring City of Montebello borders the South Parcel and portions of the North Parcel.

1.2 Physiography and Topography

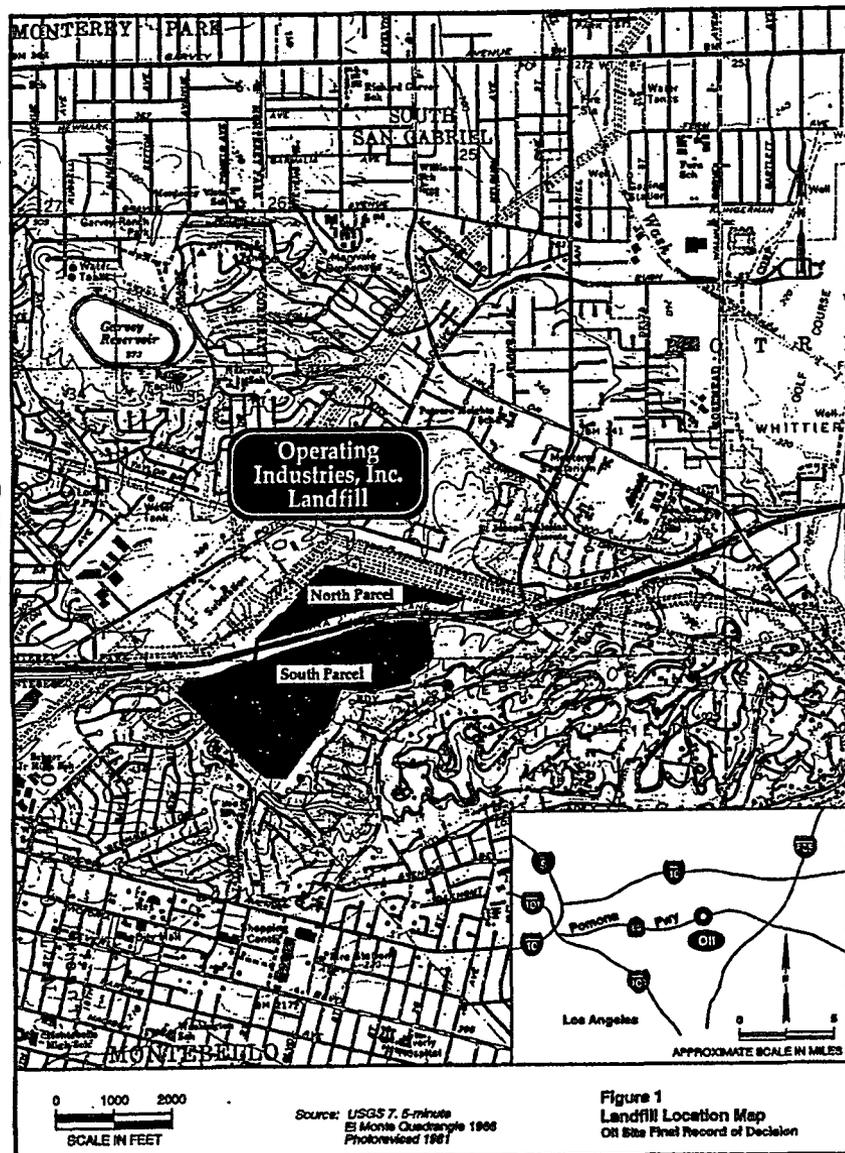
This section discusses major physiographic and topographic features in the area surrounding the OII Site and within the landfill boundary itself.

The OII Site is located in central Los Angeles County, California, on the northwestern flank of the Montebello Hills (also known as the La Merced Hills). The Montebello Hills are one of a series of low-lying hills that separate the Los Angeles Coastal Plain from the San Gabriel Valley. The elevation of the crest of the Montebello Hills is approximately 570 feet above mean sea level. The San Gabriel Mountains, located approximately 12 miles to the north of the landfill, form the northern boundary of the San Gabriel Valley. Elevations in the San Gabriel Mountains exceed 10,000 feet mean sea level.

The Los Angeles Coastal Plain, to the south of the landfill, is a coastal plain sloping toward the Pacific Ocean, approximately 20 miles away. The Montebello Plain lies within the Los Angeles Coastal Plain just south of the Montebello Hills (and therefore just south of the OII Site) between the Los Angeles River and the Rio Hondo, and is considered by California Department of Water Resources to be a source of groundwater recharge to the Los Angeles Basin (CDWR, 1961).

The landfill was constructed by filling a former quarry pit that was cut into the side and top of a portion of the Montebello Hills. The landfill was ultimately constructed to a height higher than the adjacent Montebello Hills. Elevations at the landfill range from approximately

00539



Page I-2

380 feet above mean sea level at the North Parcel to 640 feet above mean sea level at the top deck of the South Parcel. The top of the South Parcel is about 150 to 250 feet above the surrounding natural grade, and the maximum depth of the landfill bottom is about 200 feet below the surrounding natural grade (EPA, 1987a).

The South Parcel landfill side slopes are quite steep: the north side of the South Parcel, directly adjacent to Pomona Freeway, is at a slope of about 2 (horizontal) to 1 (vertical) (an angle of approximately 27 degrees). The slopes on the east and south sides of the landfill are at approximately 3 to 1 (an 18-degree angle). The west slope is at approximately 4 to 1 (a 14-degree angle).

1.3. Land Use

This section presents a description of historic and current land use in the vicinity of the Oil Site.

1.3.1 Historic Land Use

The Montebello Hills oil field, located to the southeast of the landfill, was developed in the early 1900s. The oil field has provided an abundant source of petroleum and natural gas reserves from petroleum exploration oil wells drilled in the vicinity of the landfill, including some within the current landfill boundary. Throughout its producing history, a significant percentage of the production from the Montebello Hills oil field has been a sodium-chloride brine. Historic maps of the oil field show the locations of apparent "brine ponds" associated with oil field activities in the area south and southeast of the landfill, including along the current southern boundary of the landfill. Later, oil field wastes are reported to have been disposed into the landfill.

Older aerial photographs (pre-1960) show little residential or commercial development near the landfill. By 1968, residential development had moved closer to the landfill; and by the mid-1970s, considerable residential and commercial development had taken place adjacent to the landfill boundary.

1.3.2 Current Land Use

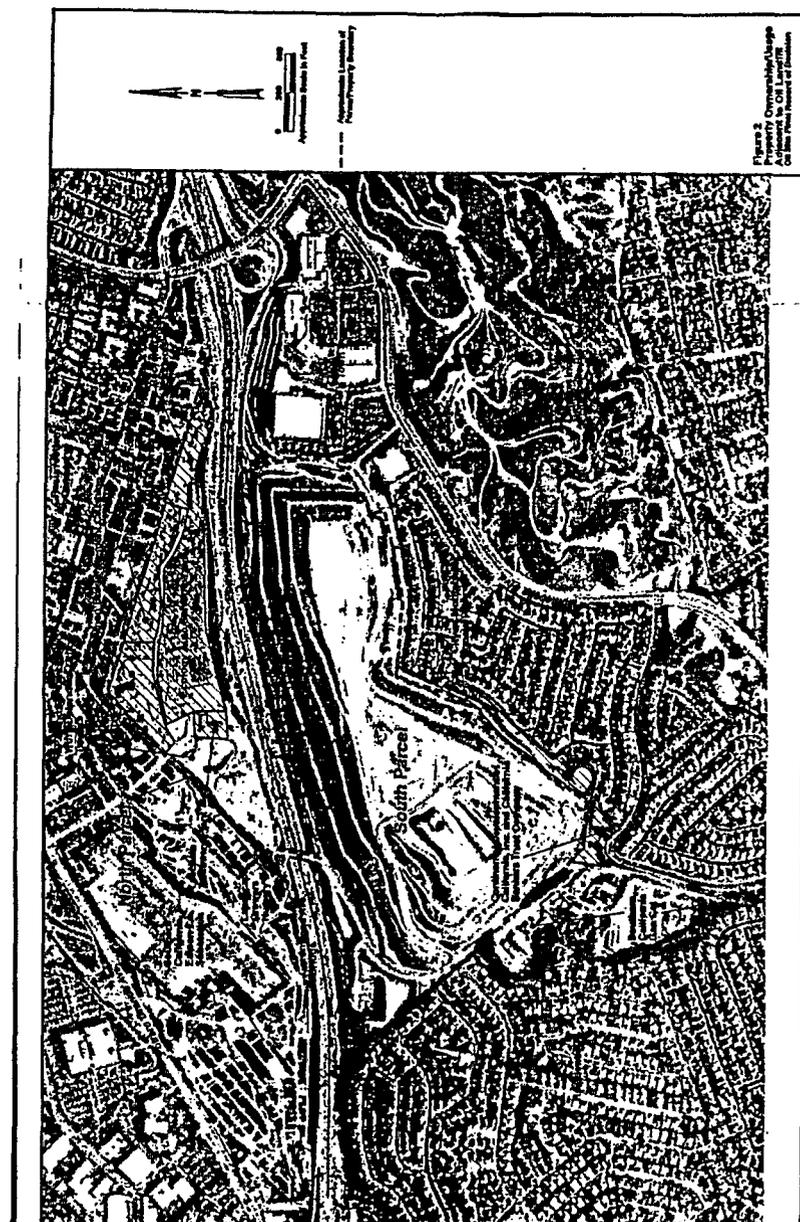
The area surrounding the Oil Site is heavily developed with mixed general commercial/industrial and residential land use, with small pockets of open space (Figure 2). Specific land use at and around the landfill is presented below as follows, beginning north of the North Parcel, and progressing clockwise around the landfill. Figure 2 shows approximate property boundaries and ownership/usage of properties adjacent to the landfill.

00540

- A Southern California Edison substation complex occupies a portion of the property to the northwest of the North Parcel. The remainder of the property north of the North Parcel is occupied by two plant nurseries that share a common border with the North Parcel.
- Resurrection Cemetery is located north/northeast of the North Parcel.
- The North Parcel is partially occupied by the following businesses: Recycled Wood Products; Ecology Auto Wrecking; Manhole Adjusting, Inc.; and Aman Brothers Pavement Crushing.

In addition, the OII Site leachate treatment plant is located on the North Parcel, as are the Environmental Protection Agency (EPA) and OII Landfill Work Defendants' office trailers. Aside from remediation activities and landfill investigations, there is no active land use on the South Parcel.

- The Montebello Town Square, a large shopping complex, occupies the land east of the South Parcel. A small strip on the east end of the landfill contains a landfill gas collection system installed as part of the development to reduce migration of landfill gas toward the shopping complex.
- The Montebello Hills oil field, which contains many active oil production wells, is located to the southeast of the South Parcel.
- On the southeast and south side of the landfill, adjacent land use is mostly low-density residential with pockets of medium-density residential and open space. Many homes in this area are located immediately adjacent to the landfill boundary and share a common property line with the landfill.
- A small piece of property adjacent to the southwest corner of the South Parcel is currently vacant.
- The surface facilities for a Southern California Gas Company underground natural gas storage reservoir adjoin the southwest portion of the South Parcel.
- The remainder of the western boundary of the South Parcel is bordered by residential development, similar to the residential areas south of the South Parcel.



1.4. Demographics

Demography, as presented in this section, is combined with discussions of land use to identify potential receptor populations for the assessment of health risks associated with the landfill. Population demographics in the census tracts that extend to an approximate 1-mile radius of the landfill boundary are presented. Additionally, there are several subpopulations within the overall population who may be more sensitive to, or receive more exposure to, environmental contamination. These subpopulations are termed "sensitive populations." Sensitive populations in the vicinity of the OII Site include young children, elderly persons, people who spend a significant portion of time in homes in the vicinity of the landfill, and people who work near the landfill.

As reported in the 1990 census, the total population contained within the tracts surrounding the landfill is 35,101 persons (U.S. Department of Commerce, 1990b). The total population of the Cities of Monterey Park and Montebello is 59,570 and 60,740 persons, respectively.

There are two age groups within the overall population of particular sensitivity to environmental conditions: children under 5 years and adults 65 years or greater. The population of children under 5 years (2,307 persons) and adults 65 years or greater (4,047 persons) together comprise 6,354 persons, or approximately 18 percent of the population in the tracts surrounding the landfill.

Also of importance are persons who are likely to spend a significant portion of time at home in the tracts surrounding the landfill. This number was estimated from the 1990 census to be 13,863 persons, or approximately 39 percent of the population in the tracts surrounding the landfill (U.S. Department of Commerce, 1990b).

1.5 Surface Water Hydrology

This discussion of regional surface water hydrology includes major rivers, drainage patterns, and sources of infiltration such as spreading basins and irrigation. Surface water drainage at the landfill is also discussed.

1.5.1 Regional Hydrology

The regional drainage divide, as reported by the California Department of Water Resources (CDWR, 1966), that separates the Central Basin from the San Gabriel Basin runs directly through the northeast corner of the landfill. The San Gabriel Valley is drained by two major rivers, the Rio Hondo and San Gabriel River. Almost all natural surface water outflow from the San Gabriel Valley, including the Rio Hondo and San Gabriel River, passes through Whittier Narrows, located approximately 2 miles east of the landfill. After passing through

Whittier Narrows, both rivers extend southerly across the Los Angeles Coastal Plain to the Pacific Ocean.

There are numerous dams and spreading basins in the general vicinity of the OII Site that serve as locations for groundwater recharge. Whittier Narrows Dam lies on both the Rio Hondo and San Gabriel River. The area upstream of the dam is a wildlife refuge. Two major spreading grounds lie approximately 1 mile downstream of the Whittier Narrows dam, including the Rio Hondo Spreading Ground (on the Rio Hondo) and San Gabriel River Spreading Ground (on the San Gabriel River). Additional spreading grounds are located several miles upstream in the San Gabriel Valley.

1.5.2 Surface Water Drainage at the OII Site

Surface water present on and in the vicinity of the OII Site is limited to storm water runoff following substantial rainfall events. There are no natural streams on or adjacent to the landfill. Surface water (storm water) runoff from the South Parcel flows to lined swales on the inboard side of each terraced bench road on the landfill side slopes, where it is diverted to the storm water drainage system. Most runoff from the top deck and east, north, and west slopes drains through four main storm drains to concrete, trapezoidal drainage ditches paralleling the Pomona Freeway. Runoff from the south slopes flows through a series of smaller drains into the City of Montebello storm drainage system. All of the runoff gets routed through Los Angeles County storm drains to the rivers and ultimately discharges to the Pacific Ocean (LACDPW, 1987).

1.6 Geologic Setting Summary

Detailed discussions of the regional and site-specific geology are presented in the Draft Remedial Investigation Report (EPA, 1994c). The geologic units in the immediate vicinity of the OII Site are described briefly below.

The Pico Unit, the San Pedro Formation, the Lakewood Formation, and the younger (Holocene) fluvial/alluvial sediments are the geologic units present around the OII Site. The Lakewood and San Pedro Formations have been grouped together because of their similar hydrologic properties and difficulty in distinguishing them in the field.

In the OII Site area, the Pico Unit consists of siltstone; silty sandstone; and very fine-grained sandstone with interbedded medium- to coarse-grained sandstone, fine-grained conglomerate, and occasional marine limestone beds. The siltstone intervals are greater than 500 feet thick at some locations around the landfill; however, these intervals are probably made up of numerous siltstone layers, not one massive unit. The sandstone and conglomerate intervals range in thickness from a few inches to over 200 feet.

00542

The Lakewood/San Pedro Formation unconformably overlies the Pico Unit in the OII Site vicinity. Within the landfill vicinity, the Lakewood/San Pedro Formation consists largely of poorly consolidated sandstones and conglomerates, with lesser amounts of siltstone. Generally, Lakewood/San Pedro sandstones are in contact with Pico Unit siltstones. However, in the eastern portion of the area, Lakewood/San Pedro Formation sandstones are in contact with Pico Unit sandstones. In other areas, such as the western portion of the landfill, Lakewood/San Pedro siltstone may be in contact with Pico siltstone.

The Holocene alluvium consists of unconsolidated sediments ranging in size from clay to cobbles and boulders. The alluvium typically occurs surficially and occupies the topographically low portions of the OII Site vicinity.

1.7 Hydrogeologic Setting Summary

Detailed discussions of the regional and site-specific hydrogeology are presented in the Draft Remedial Investigation Report (EPA, 1994c). Significant hydrogeologic units in the local vicinity of the OII Site include: Pico Unit deep siltstone, Pico Unit sandstones and conglomerates, Pico Unit shallow siltstone (termed the Shallow Silt Flow System in the area southwest of the South Parcel), and Lakewood/San Pedro Formation sandstone. The complex geologic conditions present in the OII Site vicinity (i.e., depositional environment, folding, faulting) have resulted in similarly complex hydrogeologic conditions. The hydrogeologic units and groundwater flow conditions vary considerably in different portions of the landfill.

Two deeper Pico Unit sandstone aquifer systems have been delineated: the South Aquifer and the West Aquifer. The South and West Aquifer Systems are confined beneath Pico Unit shallow siltstone at the western end of the South Parcel. The South Aquifer trends approximately northeast-southwest in a narrow elongated band along the southern boundary of the landfill, and does not appear to be laterally extensive in the northwest-southeast direction. It is unconfined to semiconfined along the southeastern and eastern boundaries of the South Parcel.

The West Aquifer has been detected only along the western boundary of the South Parcel. Although the downgradient extent of this unit is uncertain, it does not appear to be laterally extensive to the west.

Other semiconfined to confined Pico Unit sandstones and conglomerates occur in the vicinity of the North Parcel. These sediments do not appear to correlate with either the South or West Aquifers.

Pico Unit siltstone is generally referred to as Pico Unit deep siltstone when present below the South or West Aquifers. It is referred to as Pico Unit shallow siltstone near the water table

and above the West Aquifer. The Pico Unit shallow siltstone is described as the Shallow Silt Flow System along the western and southern boundaries of the South Parcel for discussions of groundwater occurrence and groundwater flow conditions.

The depth to water in the landfill vicinity varies greatly, and ranges from about 15 to 20 feet at the southwestern corner of the South Parcel to over 200 feet at the southeastern corner of the landfill. In the western portion of the South Parcel, the groundwater table is near (or potentially in contact with) the waste prism. Under the center of the eastern end of the South Parcel, a boring drilled through the waste prism indicated water about 13 feet beneath the waste (OII Landfill Work Defendants, 1995b).

The estimated horizontal groundwater flow velocity in the shallow systems varies greatly in different units, ranging from approximately 0.3 to 1,810 feet per year (ft/yr). The higher estimated velocities are in the unconfined aquifer to the north of the South Parcel. These numbers may be artificially high if other factors such as restrictions in the shallow units are affecting the gradients. The lower velocity estimates are generally for flow in the shallow silt around the southwestern perimeter of the South Parcel. Flow in the silt may be several orders of magnitude higher in preferential flow paths such as fractures or more permeable lenses.

Water level measurements in wells located around the southwestern corner of the South Parcel indicate the presence of a groundwater mound. Because of the low permeability of the siltstone surrounding this area, recharge does not readily flow away from the landfill and therefore creates a localized groundwater mound. Groundwater flow in this area is generally radial, away from the landfill. It also appears that a groundwater mound has developed northeast of the landfill, probably due to irrigation at the Resurrection Cemetery and nurseries surrounding the northern boundary of the North Parcel. Recharge probably infiltrates through the thin Lakewood/San Pedro Formation but cannot readily infiltrate into the lower-permeability Pico Unit siltstones, thereby causing a mound to form.

There is no known use of groundwater within approximately 1.5 miles of the OII Site.

2.0 OII Site History and Enforcement Activities

2.1 Landfill History

This section presents a brief summary of information describing the historical waste disposal and landfill operations, landfill development and thickness, waste types and quantities disposed at the landfill, and landfill development.

00543

2.1.1 Historical Waste Disposal and Landfill Operations

Prior to 1946, the OII property was a sand and gravel quarry. Waste disposal operations at the landfill began on 14 acres in October 1948 by Monterey Park Disposal Company. In January 1952, Operating Industries, Inc. assumed ownership of the landfill; and, by 1958, the landfill had expanded to 218 acres. The size was later reduced to 190 acres when the State of California purchased 28 acres for construction of the Pomona Freeway.

In October 1954, the California Regional Water Pollution Control Board No. 4, Los Angeles Region, first permitted disposal of liquids at the landfill (Resolution 54-15) (CRWPCB, 1954). In March 1976, the Los Angeles Regional Water Quality Control Board (formerly California Regional Water Pollution Control Board No. 4) limited disposal of liquids to a 32-acre area in the western portion of the South Parcel (Order No. 76-30) (LARWQCB, 1976a). This order allowed Operating Industries, Inc. to mix liquids with solid refuse at a ratio of 10 gallons per cubic yard of refuse. In September 1976, Order 76-133 (LARWQCB, 1976b) increased the allowable ratio to 20 gallons per cubic yard.

In 1982, leachate was observed seeping offsite (LARWQCB, 1984). Operating Industries, Inc. stopped accepting hazardous liquid waste in January 1983 and all liquid waste in April 1983. A leachate collection system was installed to collect leachate seeping from the landfill. Leachate generated at the landfill was collected and redispersed by combining it with incoming refuse that was mixed back onto the working face of the landfill (LARWQCB, 1984). This practice continued until September 1984, when the California Department of Health Services classified leachate generated at the landfill as hazardous and prohibited redispersion, effective October 1984. At that time, Operating Industries, Inc. began shipping all leachate offsite for treatment and disposal.

Prior to 1984, Operating Industries, Inc., the landfill operator and owner, performed several landfill control measures. This included installation of the leachate collection system, development of an air-dike air injection system on the west side of the landfill to control subsurface gas migration, installation of gas extraction wells around the perimeter of the landfill, installation of a gas flaring station to burn landfill gas, site contouring, slope terracing and vegetation, and covering of refuse with fill.

Operating Industries, Inc.'s control of the environmental problems and maintenance of the control systems began to diminish significantly in late 1984. In this same time period, EPA began initial site investigations. On May 19, 1986, Operating Industries, Inc. notified the state of its intent to discontinue all site control and monitoring activities except irrigation. By the end of May 1986, the OII Site was added to the National Priorities List. EPA assumed responsibility for site activities on May 20, 1986.

2.1.2 Landfill Development and Thickness

Landfilling operations began in 1948 by filling an existing natural canyon currently occupied by a portion of the Pomona Freeway and north-central portions of the South Parcel. Cut-and-cover filling operations began in the early 1950s. Additional areas were quarried and filled. From the 1950s through the 1970s, the waste disposal activities expanded to cover the current landfilled area. During this time, the height of the landfill was also increased several times, ultimately reaching the current elevation of approximately 640 feet above mean sea level. The thickness of solid waste in the South Parcel ranges from approximately 200 to 325 feet. The North Parcel contains approximately 11 acres of solid waste, ranging in thickness up to 55 feet.

2.1.3 Waste Types and Quantities

Examples of the types of wastes permitted for disposal at the landfill (Monterey Park Resolution 60-58) are listed in Table 1. Table 2 lists examples of liquid wastes reportedly disposed at the OII Site between 1976 and 1984 (EPA, 1987c). A total estimated refuse volume of 38 million cubic yards weighing 22 to 31 million tons was disposed at the landfill over its operating life (EPA, 1988g). More than three-fourths of the refuse was disposed before 1974, before records were maintained for truck counts and delivered weight.

Liquids are excluded from the refuse mass calculations discussed in the preceding paragraph. Liquid wastes were disposed at the landfill throughout its history, until April 1983. More than 300 million gallons of liquids are recorded as having been disposed between 1976 and 1983 (EPA, 1988d). Liquid wastes were reportedly disposed at the landfill prior to 1976, but records were not kept by landfill operators.

2.2 Field Investigations

A large number of field investigations have been performed at, and in the vicinity of, the OII Site over approximately the last 20 years. This section provides an accounting and brief description of the field investigations and monitoring programs that provided data used in geologic, hydrogeologic, and contaminant analyses and interpretations in the Remedial Investigation. Detailed discussions of these investigations are presented in the Draft Remedial Investigation Report (EPA, 1994c).

Section 2.2.1 discusses major hydrogeologic investigations. Section 2.2.2 briefly describes major geologic and geotechnical investigations that have been performed at the landfill.

00544

Table 1
Examples of Generic Wastes Permitted for Disposal at OII Landfill
(Monterey Park Resolution 60-58)
OII Site Final Record of Decision

Natural earth
Rock, sand, and gravel
Paving fragments
Concrete
Brick
Plastic and plaster products
Steel mill slag
Clay base rotary mud
Mud cake from oil field sumps
Street sweepings
Glass
Asbestos fiber and products therefrom
Metals and metal products except magnesium and its alloys
Paper and paper products including roofing and tar paper
Cloth and clothing
Wood and wood products
Lawn clippings, sod, and shrubbery
Cold ashes
Manufactured rubber products
Solid plastic products
Paint sludge received from water-circulating paint spray booths not transported in vacuum tanks
Rotary drilling mud from oil field drilling operations
Cleanings from production tanks
Acetylene sludge
Sludge from automobile wash racks and steam-cleaning products
Mud and water from laundries
Liquid latex waste
Ceramic, pottery, and glaze wastes
Lime and soda water
Paint sludge recovered from water circulated in paint spray
Water containing not more than 0.5 percent molasses
Market refuse (in limited quantities)
Not permitted for disposal (Monterey Park Resolution 60-58): spent acid waste, spent caustic waste, and common chemically stable salts from manufacturing or industrial processes.

Reference: EPA (1987c)

SCO1001916B.W75

Page I-13

Table 2
Examples of Liquid Wastes Reportedly Disposed at OII Landfill from 1976 to 1984
OII Site Final Record of Decision

(Percent figures are approximate values based on general descriptions appearing on OII Monthly Reports to the LARWQCB)

Mud and water	60%
Mud, water, and oil	12%
Drilling mud	4%
Tank bottom	6%
Latex wastes	2%
Paint sludge	2%
Coolant	1.5%
Carbon black and water	1%
Remaining generic types	11.5%
Alkaline solution	Lint and water
Aluminum sludge and flocculent	Liquor
Animal fat and water	Metal dust and water
Asbestos pulp and water	Mineral water
Asphalt and water	Molasses and water
Brake fluid	Nickel, copper, and water
Brine	Oxides (Al, Pb, Si, Zn)
Burnishing media	Organic wastes
Burner (baghouse) dust	Perlite
Carpet material and water	Petroleum industry sludge
CAT CR catalyst	Plastic dust
Caustic soda	Polymer sludge
Caustic solution	Rain water
Cement and water	Resin, PVC, and water
Ceramic glaze	Rouge and water
Cleaning compound	Rust sludge
Cocozut	Sand and water
Corn syrup	Sawdust and water
Creosote	Settling basin sludge
Dairy wastes	Slurry
Diamogion silica	Soap and water
Dough and water	Sodium silicate
FCC fines and water	Starch and water
Fiberglass	Stretford solution
Film gelatin	Sulfur fines in water
Filter clay	Tank sludge
Fish and water	Tar pit sludge
Food-processing wastes	Tile glaze
Glass dust and water	Waste paper
Glue and water	Wastewater
Grease waste and water	Wax (polishing compound) and water
Ink and water	Welding flux
Lime and water	

Reference: EPA (1987e)

Page I-14

SCO1001916C.W75

Section 2.2.3 summarizes two air quality investigations performed in the vicinity of the landfill. Section 2.2.4 briefly summarizes surface water sampling at the landfill. Finally, Sections 2.2.5 and 2.2.6 describe investigation and sampling of leachate and landfill gas, respectively.

2.2.1 Hydrogeologic Investigations

EPA performed six major hydrogeologic investigations at the OII Site between 1975 and 1993, resulting in the installation of 75 groundwater monitoring wells. Monitoring well locations are shown in Figure 3. Activities conducted as part of these investigations include: drilling and monitoring well installation, formation testing, surface and subsurface soil sampling, groundwater sampling and analysis, and aquifer testing. Data from the hydrogeologic investigations were used extensively throughout the Remedial Investigation.

2.2.2 Geologic and Geotechnical Investigations

EPA performed several geologic and geotechnical investigations that provide additional information regarding the subsurface conditions at or near the OII Site. A brief summary of these follows.

Geologic Mapping and Investigations. There are several published papers and reports pertaining to the geologic conditions in the vicinity of the OII Site. Additionally, EPA conducted focused geological mapping at the OII Site and the surrounding area during several investigations. Also, the OII Landfill Work Defendants have performed geologic mapping of the OII Site and vicinity.

Geotechnical Investigations. EPA performed numerous geotechnical studies related to landfill development, residential and commercial property development, petroleum exploration, and the underground storage of imported natural gas in the vicinity of the OII Site. Geotechnical investigations within the landfill boundary have typically been related to landfill development and construction; these investigations primarily include geologic mapping, material testing, and landfill characterization relative to slope stability and foundation investigations. EPA drilled numerous borings to define the limits of the waste prism and to investigate the type and extent of contamination or landfill gas migration. Since 1987, EPA has conducted geotechnical monitoring of slope stability, including measurements of inclinometers and surveying of surface monuments.

North Parcel Site Characterization. In 1987, EPA performed a surface and subsurface soil investigation at the North Parcel to identify the vertical and lateral soil contamination and the extent of waste on the North Parcel (EPA, 1988i). EPA collected surface soil samples from throughout the auto salvage yard and drilled borings for waste characterization. Shallow and deep soil samples were obtained from all of the borings.

2.2.3 Air Quality Investigations

EPA conducted two air quality investigations as part of the Remedial Investigation for the OII Site. One investigation focused on ambient air in the vicinity of the landfill, and the other investigation focused on air quality in the homes surrounding the landfill.

24-Hour Ambient Air Monitoring. EPA conducted an investigation to collect and analyze ambient outdoor air samples in the vicinity of the landfill (EPA, 1991c). Ambient air sampling was conducted for one year, from September 1989 to September 1990. EPA installed nine air monitoring stations for the study; seven were located along the perimeter of the landfill, and two were located some distance away from the landfill to serve as background locations. Sampling locations are shown in Figure 4.

In-Home Air Monitoring. Between November 1992 and July 1993, EPA conducted an in-home air monitoring program to evaluate whether potentially harmful landfill gas from the OII Site was entering nearby homes (EPA, 1993a). EPA recommended the in-home air monitoring program at the conclusion of the year-long ambient air study described above. EPA used existing methane data from monitoring of water meter boxes and probes to establish the target area for residential sampling. The sampling program included homes along the streets adjacent to the southern boundary of the landfill as well as a small area west of the landfill. EPA took air samples from a total of 197 homes; the locations of these homes are identified in Figure 5.

2.2.4 Surface Water Sampling

Surface water in the form of runoff from the landfill is sampled routinely as part of the site control and monitoring activities at the landfill. In addition, EPA collected two surface water runoff samples from the North Parcel in 1987 as part of a field reconnaissance to identify surface drainage features.

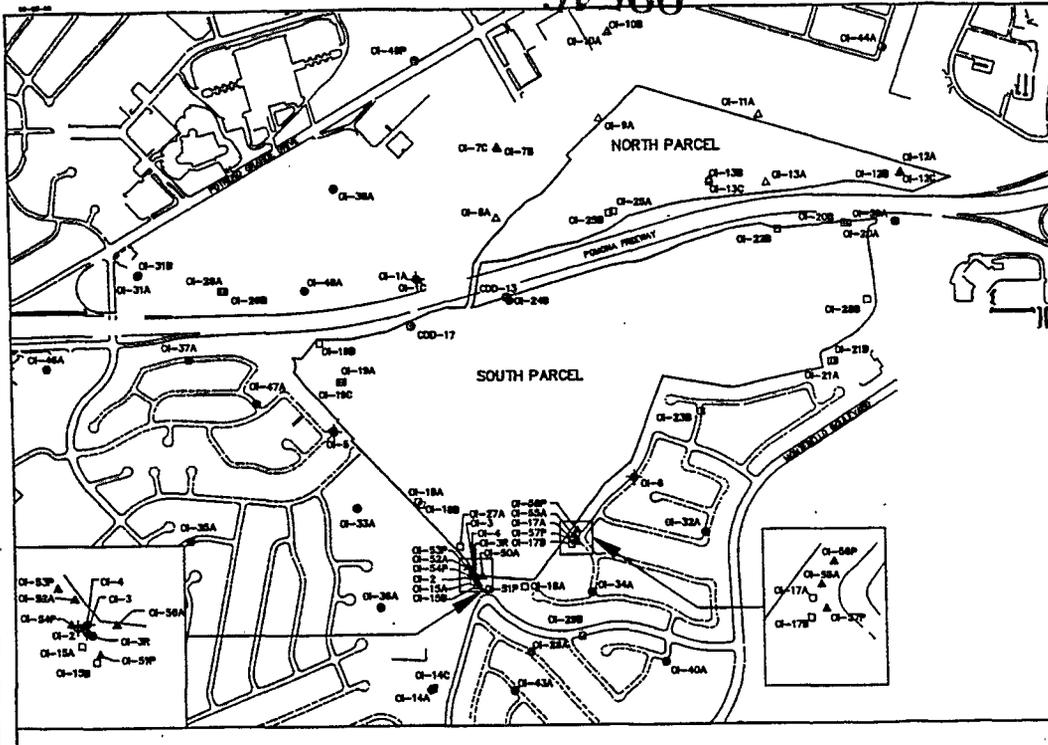
Routine surface water sampling began in February 1990 and continues through the present. For the first three (or more, in some instances) storms of the rainy season, EPA performs surface water sampling within several hours after the start of a storm at designated sampling locations. The majority of the surface water sampling results are included in OII Landfill Work Defendants monthly reports (OII Landfill Work Defendants, 1990 to 1994).

2.2.5 Leachate Investigations

This section provides a brief overview of investigations that have been performed to delineate and characterize leachate at the OII Site.

00545

00546

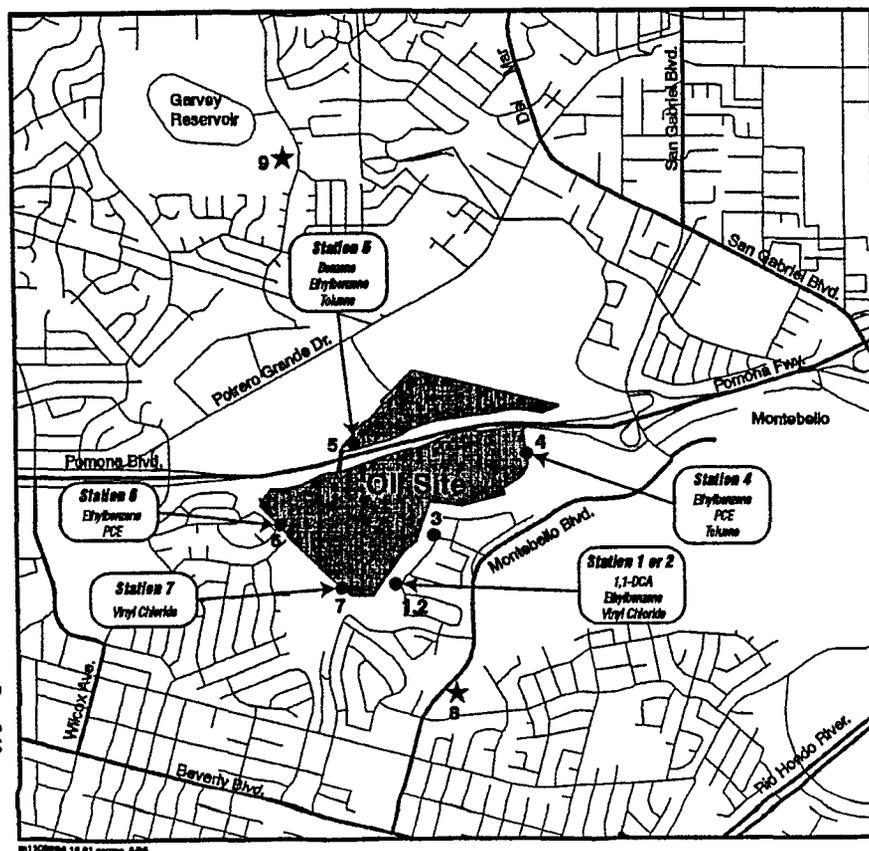


LEGEND/NOTES

- Conversion Basin (Pilot Well) (CDD, 1975)
- ★ Initial Monitoring Well Installation (EPA, 1982)
- ▲ North Parcel Hydrogeology Investigation (EPA, 1990a)
- Phase I Hydrogeology Investigation (EPA, 1990b)
- Phase II Hydrogeology Investigation (EPA, 1992a)
- ▲ Hydraulic Tapping Program (USACE, 1993)
- Approximate Location of Fence/Property Boundary

Figure 3
Monitoring Well Locations
ON Site Final Record of Decision

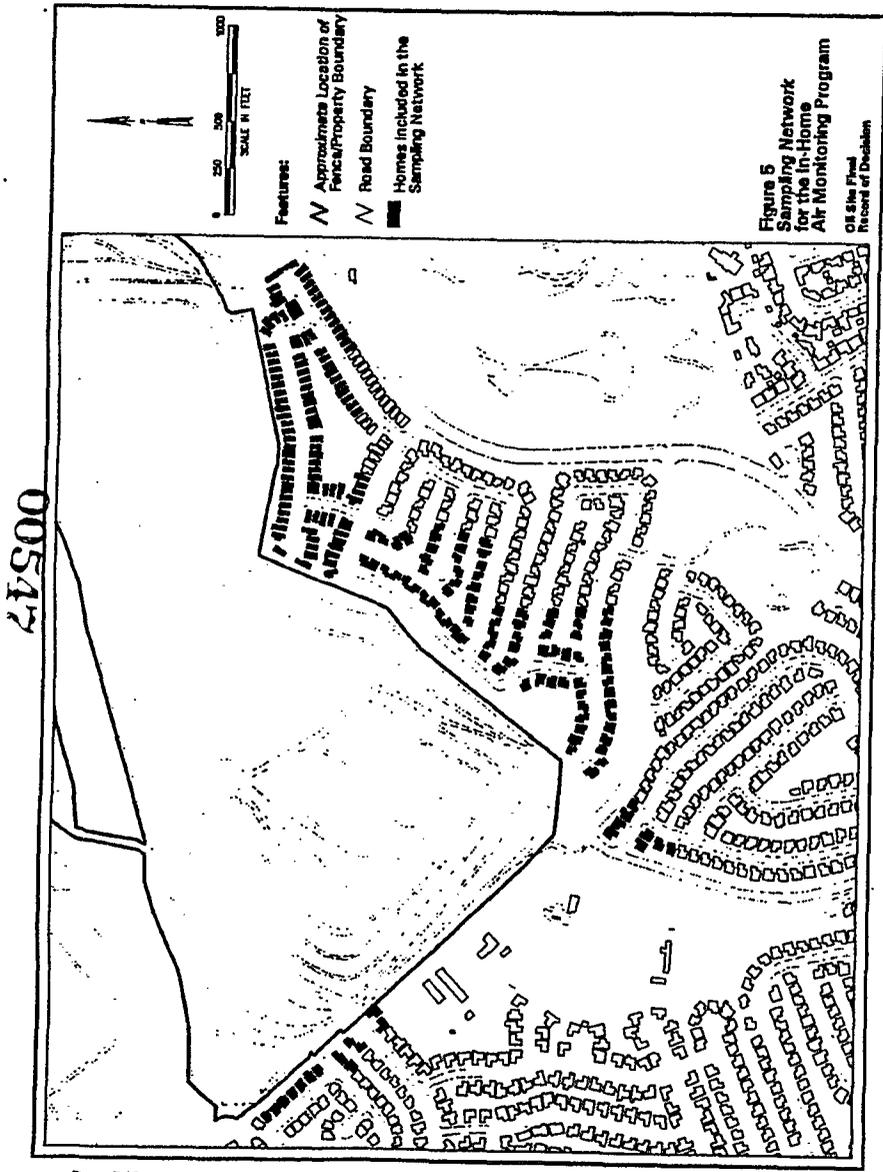
Page I-17



Scale in Feet

- ★ 24-Hour Ambient Air Background Monitoring Stations
- 24-Hour Ambient Air Monitoring Stations

Figure 4
Compounds With Average
Ambient Air Concentrations
Exceeding Background
(at the 95 percent significance level)
ON Site Final Record of Decision



Leachate Seeps Sampling and Analysis. EPA collected leachate samples from leachate seeps in Iguala Park after heavy rains in January 1993. The OII Landfill Work Defendants performed a survey of onsite landfill seeps after the 1992/1993 rainy season to prioritize seepage areas for potential remediation prior to installation of the landfill cover (OII Landfill Work Defendants, 1993a).

Leachate Sampling and Analysis. Since 1983, EPA has periodically collected and analyzed leachate to characterize its chemical composition and source areas. EPA performed its first comprehensive analyses of leachate chemistry in 1986 (EPA, 1986a), and conducted several leachate sampling programs between 1986 and 1989. Liquid samples were collected from various locations in the leachate and landfill gas collection systems on the South Parcel, including sumps, wells, tanks, and two deep interior landfill gas extraction wells. EPA also measured liquid levels in 17 landfill gas extraction wells on the top deck of the landfill.

During soil boring drilling at the North Parcel (EPA, 1988i), EPA collected perched liquids from two borings located in the southwest portion of the North Parcel landfill area. These liquids were encountered at the transition between waste and the underlying native soil.

Since 1990, the OII Landfill Work Defendants have performed several leachate sampling events associated with evaluations of leachate quantity and quality for the leachate treatment plant. Samples have been collected primarily from gas collection and leachate wells, as well as the sumps associated with the leachate collection system.

2.2.6 Landfill Gas Investigations

EPA has collected a large amount of landfill gas data at the OII Site since the mid-1970s. This section provides a brief overview of the major sources of data most relevant to analyses in the Remedial Investigation and Feasibility Study.

Landfill Gas Probes and Wells. Operating Industries, Inc. installed landfill gas monitoring probes along the west, south, and east borders of the South Parcel in 1976 and 1981 and around the North Parcel in 1981. Operating Industries, Inc. installed perimeter gas extraction wells in various phases from 1982 through 1984. Many of the landfill gas probes continue to be monitored routinely for methane and other constituents as part of the ongoing site control and monitoring activities.

Air Dike Wells. In response to a Los Angeles County Health Department order (January 23, 1981), Operating Industries, Inc. installed an air dike system in native material along the south and west borders of the landfill to control landfill-generated methane gas emissions beyond the landfill boundary. EPA installed 26 wells in 1981 to create the air dike. Additional wells and monitoring probes were installed in October 1982. EPA constructed eight gas migration test wells (GMTW-1 through -8) to a maximum depth of 101 feet as part of a testing program for the existing air dike system (OII Landfill Work Defendants, 1992b).

00548

South and North Parcel Landfill Gas Monitoring Wells. EPA installed 15 landfill gas monitoring wells along the western and southern boundaries of the South Parcel in 1987 and 1988 (EPA, 1988h). EPA also installed multiple gas probes in each borehole at various depths, with bentonite seals between the probe levels.

EPA installed 13 landfill gas monitoring wells on the North Parcel in June/July 1987 (EPA, 1987d). Each well contains either two or three probes at depths between 6 and 64 feet. Locations and probe depths for both North and South Parcel landfill gas monitoring wells are shown in Figure 6.

2.3 Summary of EPA Actions at the OII Site

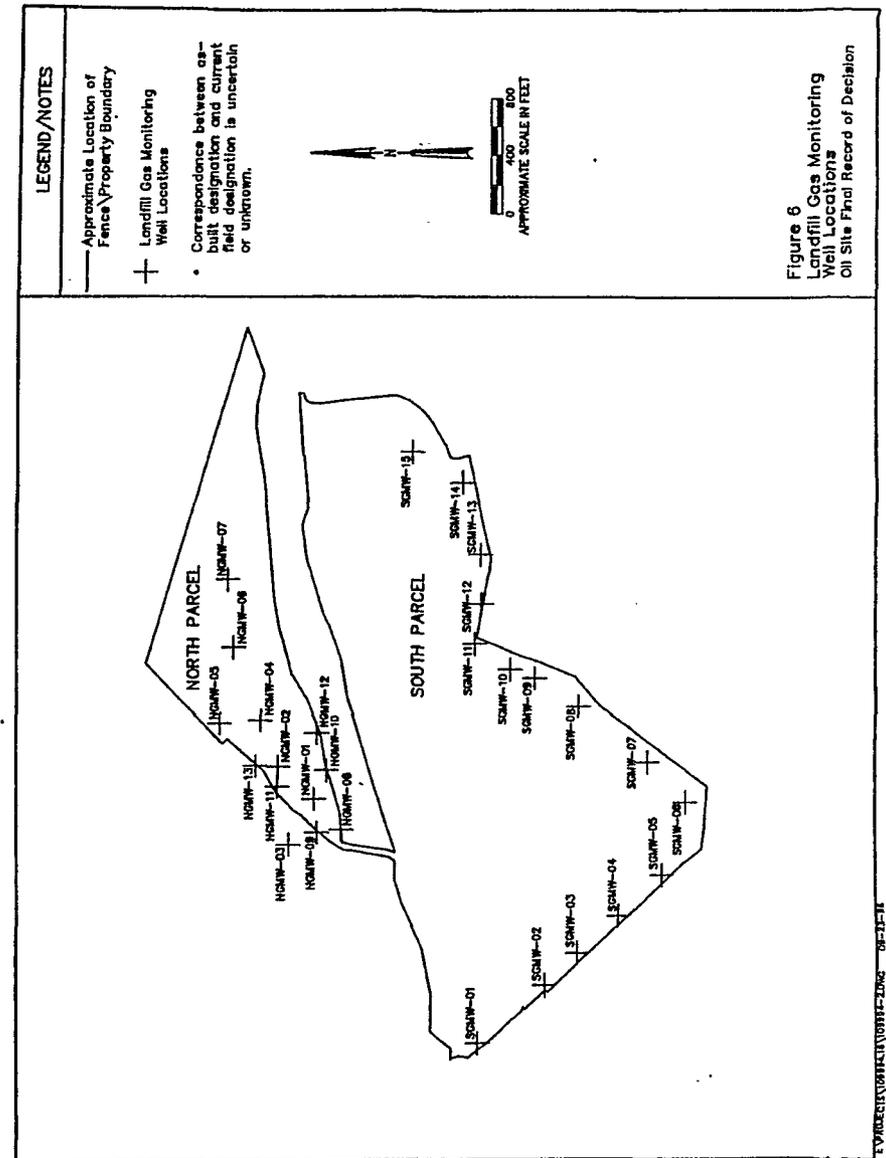
EPA has performed a variety of emergency actions in response to environmental problems at the landfill, including erosion control improvements, installation of a toe buttress for slope stability, surface runoff and drainage improvements, rehabilitation of the main flare station, site security, placement of vented water meter box covers in the areas surrounding the landfill, and installation of control systems in nearby affected residences.

EPA formally began the Remedial Investigation/Feasibility Study at the OII Site in 1986, although field investigations had been initiated in 1984. To efficiently manage the problems at the OII Site and to address the most apparent environmental problems prior to implementation of the final remedy, EPA divided the work into three operable units, as described below. EPA has successfully negotiated five Consent Decrees with various potentially responsible party groups to perform and fund portions of the work specified in the previous RODs for the operable units. In addition, some of the funds from the last two Consent Decrees are to go towards final remedy.

2.3.1 Summary of Enforcement Activities

Prior to EPA involvement, various state and local agencies reported that Operating Industries, Inc. frequently violated waste disposal regulations during the operations at the landfill between 1952 and 1984. Operating Industries, Inc. was notified and/or cited for several of these violations. EPA sent Resource Conservation and Recovery Act of 1976 (RCRA) Section 3007/Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) Section 104(e) notice letters and information requests to Operating Industries, Inc. and individual owners in 1984.

There are approximately 3,950 potentially responsible parties at the OII Site. Since 1984, EPA has sent combined general notice and CERCLA 104(e) letters to potentially responsible



parties that generated approximately 87 percent (by volume) of the manifested liquid waste for which EPA has records. Various groups of these potentially responsible parties participated in the Consent Decrees described below. The remaining 13 percent of the manifested liquid wastes, reflected in EPA's records, was generated by approximately 3,600 *de minimis* generators.

2.3.2 OII Site Operable Units

The term "operable unit" refers to a discrete action taken at a Superfund site to address specific site problems. At the OII Site, Operable Unit No. 1 pertains to site control and monitoring activities; Operable Unit No. 2 pertains to leachate management; and Operable Unit No. 3 pertains to landfill gas control and landfill cover. EPA has completed individual feasibility studies and signed RODs for each of the three operable units.

Operable Unit No. 1: Site Control and Monitoring. This operable unit addressed the seven major interim environmental control systems and activities at the OII Site that require operation, maintenance, inspection, and monitoring on a continuous basis: gas extraction and air dike systems, leachate collection system, irrigation system, access road system, storm water drainage system, site security, and slope repair and erosion control. In the ROD for Site Control and Monitoring (EPA, 1987a), EPA decided that full-time site control and monitoring should be undertaken, providing daily operation, repair and replacement of control system components when necessary, and system improvements. The ROD for Site Control and Monitoring is interim and ends at the signing of this ROD, although activities required under the Site Control and Monitoring ROD will continue as part of this ROD.

Operable Unit No. 2: Leachate Management. EPA's interim selected remedy for management of leachate collected at the OII Site, as presented in the ROD for the Leachate Management Operable Unit (EPA, 1987b), was treatment of the leachate at a treatment plant located at the landfill. This plant has been built on the North Parcel and consists of a Remote Oil Separation Facility (on the South Parcel), influent storage and equalization, biological reactors, chemical precipitation, sand filtration, granular activated carbon adsorption, effluent storage and discharge, a foul air system, a storm water holding system, and a sludge disposal system. The ROD specified that treated leachate be disposed in facilities operated by the County Sanitation Districts of Los Angeles County. The ROD for Leachate Management is interim and ends at the signing of this ROD, although activities required under the Leachate Management ROD will continue as part of this ROD.

Operable Unit No. 3: Gas Migration Control and Landfill Cover. The Gas Migration Control and Landfill Cover ROD, as amended (EPA, 1990a; originally the Gas Migration Control ROD (EPA, 1988b)), defines a final landfill cover and landfill gas migration control remedy to collect and destroy landfill gas that would otherwise be released from the landfill. (The Gas Migration Control and Landfill Cover ROD is referred to as the Gas Control and Cover ROD throughout this document.) In general, the work specified in the Gas Control

and Cover ROD includes design, construction, operation, maintenance, and monitoring of a landfill gas control system; a landfill cover system; and a surface water management system for the OII Site. The new landfill gas system will likely supplement, partially incorporate, and partially replace the existing landfill gas system. The amendment to the ROD also includes design and construction of a landfill cover to reduce surface emissions of landfill gas, reduce oxygen intrusion into the refuse, reduce surface water infiltration, minimize slope erosion, and improve aesthetics. The Gas Control and Cover ROD is a final ROD and, as such, is a significant component of the final site cleanup, but is not included in or modified by this ROD.

2.3.3 OII Site Consent Decrees and Administrative Orders

Five Consent Decrees have been successfully negotiated with various potentially responsible party groups for performance and funding of various portions of the site cleanup. The first Partial Consent Decree was negotiated for work on Operable Units No. 1 and 2. The Second Partial Consent Decree was negotiated with additional potentially responsible parties to provide funding for the same scope of work as the first Partial Consent Decree. The Third Partial Consent Decree was negotiated for the design and implementation of a major portion of Operable Unit No. 3. The Fourth and Fifth Partial Consent Decrees provide additional funding for ongoing or planned work at the site.

In addition to the Consent Decrees, site cleanup work has been performed under a Unilateral Administrative Order (Unilateral Administrative Order No. 94-01) that EPA issued to three of the previously nonsettling potentially responsible parties. The order required these potentially responsible parties to participate in the collection and treatment/disposal of wastes associated with the OII Site in cooperation with the potentially responsible parties performing work at the site under the Consent Decrees. These three parties subsequently joined the Fifth Partial Consent Decree. Parties responsible for performing work under a Consent Decree are collectively referred to as OII Landfill Work Defendants throughout this ROD.

3.0 Highlights of Community Participation

The Proposed Plan for this remedy, in the form of a fact sheet, was distributed to approximately 3,000 parties on EPA's mailing list for the OII Site. The Proposed Plan, together with the Feasibility Study Report (EPA, 1996) and the Draft Remedial Investigation Report (EPA, 1994c), were also made available in the site vicinity at the Bruggemeyer Memorial Library in Monterey Park, the Montebello Regional Library in Montebello, and the Chet Holifield Library in Montebello. Microfilm of the entire Administrative Record File, containing these three documents and other documents considered or relied upon in

00549

00550

developing the Proposed Plan, is available at the Bruggemeyer Memorial Library. The file is also available at EPA's Regional Office in San Francisco.

Notice of public meeting, availability of the Proposed Plan, and the announcement of a 30-day public comment period were published in the Los Angeles Times newspaper, San Gabriel edition, on May 31, 1996, and the Monterey Park Progress and Montebello News newspapers on May 30, 1996.

EPA held a public meeting on June 12, 1996, near the site to discuss its cleanup plan. At this meeting, EPA representatives made a brief presentation of the Proposed Plan, answered questions, and solicited comments from members of the public. A transcript of the public meeting, including oral comments and responses, is included as Appendix A of this ROD.

EPA extended the public comment period in response to a request from members of the public. A public notice mailed to the entire EPA mailing list extended the original 30-day public comment period to 60 days. EPA received several sets of written comments during the public comment period. These comments are addressed in the Responsiveness Summary, included as Part II of this ROD.

EPA has also held frequent meetings with the public, the state, and local agencies to discuss ongoing activities at the landfill. In addition to the Proposed Plan fact sheet for this remedy, EPA has issued numerous fact sheets between 1985 and 1996 describing investigation and cleanup activities at the OII Site.

This decision document presents the selected remedial action for the OII Site, in Monterey Park, California, chosen in accordance with CERCLA, as amended by Superfund Amendments and Reauthorization Act of 1986 (SARA), and, to the extent practicable, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). The decision for this site is based on the Administrative Record.

4.0 Summary of Site Characteristics

This section summarizes results from environmental sampling conducted at the OII Site during the Remedial Investigation. The nature and extent of landfill-related contamination in air, soil, surface water, and groundwater are discussed.

4.1 Air

EPA conducted a year-long outdoor ambient air study at the OII Site in 1989 and 1990. In 1992 and 1993, EPA implemented an in-home air monitoring program at homes near the OII Site. Results of these programs are summarized below.

4.1.1 Ambient Air

EPA installed nine air monitoring stations for the ambient air study (Figure 4). Seven of the stations were set up to collect samples from air near the boundary of the landfill, and two stations were installed away from the landfill for comparisons to background air.

A statistical evaluation of the results indicated that average concentrations of selected volatile organic compounds adjacent to the landfill exceeded average background concentrations (Figure 4). The stations where at least one volatile organic compound exceeded background are shown in Figure 4. These data indicate that the landfill is impacting air adjacent to the landfill boundary.

4.1.2 In-Home Air

Based on the results of the ambient air study, EPA implemented an in-home air monitoring program to estimate the levels of landfill gas in air inside and outside (ambient) homes near the OII Site. The primary focus of the in-home air monitoring program was to determine whether landfill gas was entering homes through their foundations. EPA measured vinyl chloride in the in-home air study to evaluate landfill gas impacts. EPA collected samples from 197 homes in the neighborhoods surrounding the landfill. Locations of these homes are shown in Figure 5. Vinyl chloride was detected in about 20 percent of the 197 homes sampled, and was only near or exceeded the OII Site-specific action level of 1 part per billion in approximately 4 percent of the homes. Seven homes were determined to require interim gas control measures, which EPA subsequently installed. Supplemental sampling confirmed the effectiveness of the interim gas control systems.

4.2 Soil

EPA collected samples of both surface and subsurface soil at and in the vicinity of the OII Site during several field efforts conducted during the remedial investigation.

The primary soil investigations were conducted on the North Parcel and along the perimeter of the South Parcel. The surface soil investigation along the South Parcel perimeter also included collection of sediment samples from drainages leading away from the landfill.

4.2.1 Surface Soil

Along the perimeter of the South Parcel and on the North Parcel, EPA found isolated, low-level contaminant concentrations in surface soil and sediment. In three areas of limited extent, the concentrations exceeded both preliminary remediation goals (health-based concentrations that are used for risk screening purposes as possible "triggers" for further evaluation) and background concentrations. However, the baseline risk assessment results (summarized in Section 5) indicate that risks associated with this surface soil/sediment are not sufficiently elevated to warrant action for the protection of human health.

4.2.2 Subsurface Soil

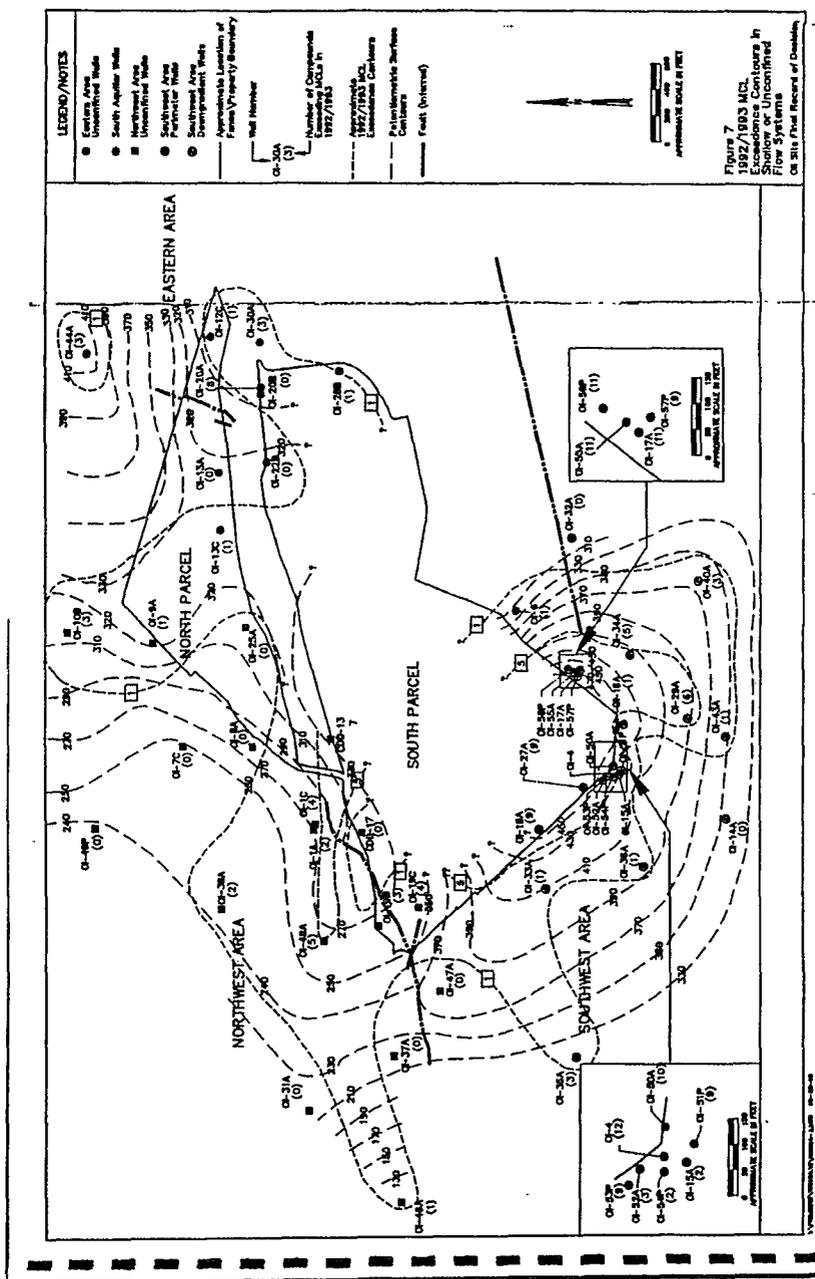
In general, only isolated occurrences of contaminants were detected in subsurface soil samples. Along the perimeter of the South Parcel, results indicate that the higher contaminant levels found in subsurface soil samples are in areas where shallow groundwater contamination has also been detected. These areas include the western and southwestern perimeters of the South Parcel and the northeastern corner of the South Parcel. These subsurface samples were collected from greater than 10 feet below ground surface, which is typically the maximum depth evaluated in human health risk assessments.

4.3 Surface Water

Surface water present on and in the vicinity of the OII Site is limited to storm water runoff following substantial rainfall events and periodic irrigation runoff. Storm water runoff samples are routinely collected from all drainages leaving the OII Site. Detections of organic and inorganic constituents in surface water samples occur only sporadically and at generally low concentrations. The surface water management systems to be implemented under the Gas Control and Cover ROD will virtually eliminate the potential for surface water contamination.

4.4 Groundwater

This section provides a summary of pertinent information regarding groundwater contamination originating from the OII Site. The following nature and extent of contamination discussions are divided by general geographic areas and/or aquifers (see Figures 7 and 8).



fill material. This permeability contrast can direct flow from the interior sections of the landfill outward towards the north-northwest.

- While most of the contaminant transport will likely be through the unconfined aquifer system, some migration also occurs through siltstones and deeper, confined units.

4.4.2 Southwest Area—Groundwater Contamination

The Southwest Area refers to the area around the western, southwestern, southern, and southeastern boundaries of the southwestern corner of the South Parcel.

Nature and Extent of Groundwater Contamination. EPA evaluated groundwater contamination in the Southwest Area using the 1992/1993 MCL exceedances, as shown in Figures 7 and 8. As shown in these figures, the perimeter wells exhibit numerous maximum contaminant level exceedances. These data indicate at least two shallow plumes migrating from the Southwest Area of the landfill (Figure 7). The following observations have been made regarding the groundwater plumes.

- The contaminant levels at the fringes of the monitoring well network indicate that impacted water is not likely present considerable distances further downgradient (i.e., less than a few hundred feet beyond the current monitoring wells).
- The west-southwest plume extends at least to Well OI-35A, located about 1,800 feet from the landfill boundary. Contamination present this far downgradient in the Shallow Silt Flow System is not consistent with the horizontal flow velocities calculated for the Shallow Silt Flow System, and is likely indicative of preferential flow through higher-velocity features in the siltstone matrix (such as fractures or sandier intervals) or along the contact between the Lakewood/San Pedro and Pico Units.
- The primary source of contamination in the Southwest Area appears to be subsurface releases along the borders of the landfill.

Contaminant Fate and Transport. Conclusions regarding contaminant transport from the landfill into and through groundwater in the Southwest Area are summarized below:

- The primary pathway for contaminant transport from the landfill into the surrounding regions of the Southwest Area is subsurface releases along the borders of the landfill and subsequent horizontal migration of contaminants through the siltstone, fractures, and sandier intervals in the Shallow Silt Flow System. Additionally, contaminants can migrate directly into groundwater in the Lakewood/San Pedro/Fill unit at the southwest corner of the landfill.

- Following wet periods, contaminated groundwater flow is possible along the contact between the Lakewood/San Pedro Formation (or the Lakewood/San Pedro/Fill unit) and the Shallow Silt Flow System, given the permeability contrast between the two.

- Although there are high contaminant concentrations near the landfill perimeter in the Southwest Area (particularly of organic constituents), migration through the siltstone causes organic constituents to be retarded and concentrations to decrease considerably with distance from the perimeter of the landfill.

- Migration through the siltstone causes organic constituents to be retarded and concentrations to decrease considerably with distance from the perimeter of the landfill. The semivolatile organic compounds are even more retarded than the volatile organic compounds and are not expected to transport as quickly away from the landfill because of their generally high retardation rates. Outside Well OI-35A, there are very few organic compounds detected at the fringes of the shallow plumes in the Southwest Area.

4.4.3 Eastern Area—Groundwater Contamination

The Eastern Area comprises the area to the north, east, and south of the eastern portion of the South Parcel and the area to the north and east of the North Parcel.

Nature and Extent of Groundwater Contamination. The 1992/1993 combined maximum contaminant level exceedances, shown in Figures 7 and 8, indicate one anomalous well and one shallow plume. The following observations have been made regarding groundwater contamination in this area:

- The anomalous well is Well OI-44A, which has three maximum contaminant level exceedances. (This well is anomalous because it appears to have contamination of the type associated with the landfill, but is located upgradient of the landfill according to the available groundwater data.) However, the hydraulic relationship between this well and other wells closer to the landfill in the Eastern Area is not well understood.
- The contaminant plume appears to be small and shallow, moving to the east from the northeast corner of the South Parcel toward Well OI-30A and potentially Well OI-12C. This plume is primarily organic, but does contain inorganic constituents as well. The lack of organic compounds in the other unconfined wells outside Wells OI-20A and OI-30A (located about 400 feet downgradient of Well OI-20A) indicates that the extent of organic contamination in the Eastern Area is limited.

00553

00551

- Based on the suite of contaminants detected in Well OI-20A, it is apparent that liquid-borne contaminants in the northeast corner of the South Parcel are the source of the Well OI-20A plume. However, there are few data regarding the occurrence of liquids on the eastern end of the landfill.

Contaminant Fate and Transport. Conclusions regarding contaminant transport from the landfill into and through groundwater in the Eastern Area are summarized below.

- Coarse-grained aquifer materials in the Unconfined Aquifer System appear to be in contact with the base of the landfill along the eastern end. The most likely contaminant pathways in the Eastern Area are through these coarse-grained, permeable units of the unconfined aquifer that are contacting the waste prism.
- The majority of the contamination emanating from the eastern portion of the South Parcel will migrate into the Unconfined Aquifer System; lesser amounts and concentrations will be transported in the deeper units.

4.4.4 West and South Aquifer Systems—Groundwater Contamination

The South Aquifer trends approximately northeast-southwest in a narrow elongated band along the southern boundary of the landfill, and does not appear to be laterally extensive in the northwest-southeast direction. EPA has detected the West Aquifer only along the western boundary of the South Parcel; it does not appear to be laterally extensive to the west.

Nature and Extent of Contamination. Based on maximum contaminant level exceedances, it appears that fairly isolated, low-level areas of contamination are present in the South and West Aquifers (Figure 8).

In the West Aquifer, organic contamination has been increasing in Well OI-18B and exceeds maximum contaminant levels for three constituents. The extent of the West Aquifer downgradient of the landfill perimeter is not well defined. The source of the West Aquifer contamination could be either direct communication with the landfill beneath the central portion of the South Parcel or vertical transport through the Shallow Silt Flow System.

In the South Aquifer, three wells show maximum contaminant level exceedances (Wells OI-06, OI-29B and OI-15B) (Figure 8). In the South Aquifer, the source could either be contaminants migrating through the vadose zone in the unconfined portions of the unit (at the eastern end of the landfill and in the vicinity of Well OI-6), through vertical migration of contamination through the Shallow Silt Flow System, or through hydraulic connection with the base of the landfill itself (towards the eastern end).

Contaminant Fate and Transport. Groundwater in the South and West Aquifers ultimately flows toward the Central Basin (EPA, 1994c). The Pico Unit South Aquifer System is likely below the Central Basin's Sunnyside Aquifer (the deepest San Pedro Formation drinking water source in the Central Basin) and may represent the lowest fresh-water-bearing unit in the Central Basin. The Pico Unit South Aquifer could potentially be used in the future as a drinking water source, although it is not currently used as such. If the West Aquifer System were continuous across the entire area south and west of the landfill, it appears that it would correspond to an upper portion of the Sunnyside Aquifer. However, the limited available data indicate that the West Aquifer is continuous throughout this area.

5.0 Summary of Site Risks

EPA performed a Baseline Ecological Risk Assessment and a Baseline Human Health Risk Assessment to evaluate whether there are unacceptable human health or ecological risks from potential exposure to chemicals associated with the OII Site. This section summarizes the key components and findings of the Baseline Risk Assessments. The Baseline Risk Assessments are included as Appendixes A (ecological) and B (human health) in the Feasibility Study Report (EPA, 1996). The primary objectives of the risk assessment were:

- To identify the primary causes and relative magnitude of risks to human health or the environment associated with existing or potential contaminant exposure
- To evaluate whether remedial actions are needed to protect human health or the environment
- To support development of the Feasibility Study through preparation of preliminary cleanup goals and providing risk estimates for decisionmaking processes in selecting a remedial alternative

5.1 Baseline Human Health Risk Assessment Summary

In accordance with the streamlined approach for Baseline Risk Assessments at CERCLA municipal landfills, EPA focused the Baseline Risk Assessment for the OII Site on those media beyond the source area: ambient air, groundwater, and offsite soils/sediment. EPA intended the Baseline Risk Assessment to identify those contaminants and media requiring remedial action based on unacceptable risks. The media, pathways, and chemicals addressed under the streamlined approach are discussed briefly below.

00555

Modified No-Action Scenario. For the OII Site, under the modified no-action scenario, rather than a typical no-action scenario, EPA evaluated risks of exposure assuming that currently existing and operating control systems remain in place; and that no additional remedial actions would be constructed or operated. The modified no-action scenario was selected as the basis for the Risk Assessment because the data collected during the remedial investigation were collected while existing systems were operating. Thus, current site conditions (baseline) are best represented by the modified scenario.

5.1.1 Identification of Contaminants of Potential Concern

EPA selected chemicals of potential concern from validated environmental monitoring data collected between 1989 and 1990 for ambient air, 1989 and 1993 for groundwater, and 1987 and 1992 for North Parcel and near-site soil, respectively. For purposes of the Baseline Risk Assessment, these data were assumed to represent current conditions and to reflect an adequate time period to incorporate seasonal or annual variations. Table 3 lists the chemicals of potential concern used in the baseline risk assessment.

5.1.2 Exposure Assessment

This section briefly summarizes the potentially exposed populations, the exposure pathways, and the exposure quantification from the Baseline Human Health Risk Assessment.

5.1.2.1 Potentially Exposed Populations

Potential receptors on the landfill property include authorized workers within the fenced area (the South Parcel and the landfilled portion of the North Parcel) and employees and customers of the commercial operations on the remainder of the North Parcel. Potential receptors in the area surrounding the landfill include workers in the surrounding industrial and commercial facilities and children and adults in the residential areas.

5.1.2.2 Chemical Exposure Pathways

An exposure pathway describes how a receptor could be exposed to contaminants present at a site or released from a site. A complete exposure pathway requires the following elements: a source, a mechanism for release and migration, an exposure medium, a point of potential human contact, and a route of exposure.

Under the streamlined approach, only those exposure scenarios associated with contaminated media beyond the source area (waste prism and its components) were quantitatively evaluated in the Baseline Risk Assessment. The retained exposure pathways include: (1) inhalation of contaminants in ambient air by residents; (2) potential ingestion, dermal contact with, and inhalation of contaminated groundwater by adult residents; and (3) ingestion, dermal contact

Chemical Name	Air	Groundwater	Soil
Organic Constituents			
1,1,1,2-Tetrachloroethane		x	
1,1,1-Trichloroethane	x	x	
1,1,2-Trichloroethane		x	
1,1-Dichloroethane	x	x	x
1,1-Dichloroethylene		x	
1,2,4-Trichlorobenzene		x	
1,2-Dibromoethane			
1,2-Dichlorobenzene		x	
1,2-Dichloroethane	x	x	x
1,2-Dichloroethylene (Total)		x	x
1,2-Dichloroethylene, trans-		x	
1,2-Dichloropropane		x	
1,3-Dichlorobenzene		x	x
1,3-Dichloropropane, trans-		x	
1,4-Chlorobutene		x	
1,4-Dichlorobenzene		x	
1,4-Dioxane		x	
2,4-Dimethylphenol		x	
2-Butanone		x	x
2-Hexanone		x	
2-Methylnaphthalene		x	x
2-Methylphenol		x	
3,3'-Dichlorobenzidine			x
4,4'-DDD		x	
4,4'-DDE		x	
4,4'-DDT		x	
4-Methyl-2-pentanone		x	x
4-Methylphenol		x	x
4-Nitroaniline			x
Acenaphthene		x	x
Acetone	x	x	x
Adrin		x	
Anthracene		x	x
Benzene	x	x	x
Benzo(a)anthracene			x
Benzo(a)pyrene			x
Benzo(b)fluoranthene			x
Benzo(k)fluoranthene			x
Benzo(f)fluoranthene			x
Benzoic acid		x	x
Benzyl alcohol		x	
Benzyl chloride		x	
Beta-BHC		x	
BHC, alpha-		x	
BHC, delta-		x	
BHC, gamma- (Lindane)		x	
Di(2-Ethylhexyl)phthalate		x	x
Diethylbenzylphthalate		x	x
Carbazole		x	
Carbon disulfide		x	x
Carbon tetrachloride	x	x	
Chlordane		x	
Chlordane, gamma-		x	

with, and inhalation of contaminated soil/sediments by workers (North Parcel soil only) and residents. Ambient air and soil/ sediment exposure pathways are currently complete exposure pathways; the groundwater exposure pathway is not currently complete because nearby groundwater is not being used, but could be at some point in the future.

EPA estimated ambient air and soil/sediment exposures for adult and child residents. EPA also evaluated soil from the North Parcel for worker exposure and groundwater for adult residential exposure.

5.1.2.3 Exposure Quantification

Exposure, defined as contact with a chemical or physical agent, is estimated using six factors: chemical concentration at the point of exposure, contact rate, exposure frequency, exposure duration, body weight, and averaging time, as described by the following general equation:

$$\text{Intake} = \frac{\text{Concentration} \times \text{Contact Rate} \times \text{Exposure Frequency} \times \text{Exposure Duration}}{\text{Body Weight} \times \text{Averaging Time}}$$

Exposure, or intake, is expressed as milligrams of chemical per kilogram of body weight per day (mg/kg-day) to normalize for time and body weight. The following presents the parameters and methods used in estimating exposure for each of the selected exposure pathways.

Ambient Air. EPA used air concentrations from the 24-hour ambient air study to calculate chemical intake by inhalation (mg/kg-day) for residential exposures to adults and children. Key exposure parameters are shown in Table 4.

Groundwater. Residents could be exposed to contaminants in groundwater through ingestion, inhalation of volatile organic compounds, or dermal contact with groundwater if used for a water supply.

Ingestion. The parameters used to calculate the intake associated with the ingestion of contaminants in groundwater are shown in Table 5.

Inhalation. Residents could also be exposed to chemicals transferred from tap water to the air from showers, baths, toilets, dishwashers, washing machines, and during cooking. Inhalation of chemicals from groundwater is applicable only for volatile compounds. EPA evaluated risks due to inhalation of volatile organic compounds from groundwater according to the approach that Andelman et al. developed (Andelman et al., 1987). EPA selected the highest volatilization factor of 0.0005 from the Andelman et al. approach. Using the EPA volatilization factor of 0.0005 to convert groundwater concentrations to a corresponding air concentration, EPA calculated the intake associated with the inhalation of chemicals volatilized from groundwater using the parameters presented in Table 6.

Table 4
Exposure Parameters for Estimating Exposure for Residential Intake of Ambient Air
OII Site Final Record of Decision

Description (units)	Reasonable Maximum		Average Value
	Child	Adult ^c	Adult ^c
Exposure point concentration for air (mg/m ³)	95% UCL	95% UCL	95% UCL
Body weight (kg)	18 ^b	70	70
Inhalation rate (m ³ /day)	10 ^c	20	20
Exposure frequency (days/year)	350	350	350
Exposure duration (years)	9	30	9
Averaging Time (years) - Cancer	70	70	70
Averaging Time (years) - Noncancer	9	30	9

^aEPA, 1991f, unless otherwise noted.

^bEPA, 1989h.

^cEPA, 1994d.

Table 5
Parameters for Estimating Residential
Exposures from Ingestion of Groundwater Contaminants
OII Site Final Record of Decision

Description (units)	Value ^a	Average Value ^a
Exposure point concentration for groundwater (mg/L)	Arithmetic mean	Arithmetic mean
Daily water ingestion rate (L/day)	2	1.4
Exposure frequency (days/year)	350	350
Exposure duration (years)	30	9
Body weight (kg)	70	70
Averaging Time (years) - Cancer	70	70
Averaging Time (years) - Noncancer	30	9

^aEPA, 1991e.

^bEPA, 1992f.

00557

00558

Description (units)	Reasonable Maximum Exposure Value ^a	Average Value ^b
Exposure point concentration in air (mg/m ³)	C _a x0.5	C _a x0.5
Exposure point concentration in water (mg/L)	Arithmetic mean	Arithmetic mean
Body weight (kg)	70	70
Averaging Time (years) - Cancer	70	70
Averaging Time (years) - Noncancer	30	9
Exposure frequency (days/year)	350	350
Exposure duration (years)	30	9
Daily inhalation rate (m ³ /day)	15	15

^aEPA, 1991e.
^bEPA, 1992f.

Description (units)	Reasonable Maximum Exposure Value ^a	Average Value ^b
Exposure point concentration in water (mg/L)	Arithmetic mean	Arithmetic mean
Exposed skin surface area (cm ² /event)	23,000	20,000
Dermal permeability coefficient (cm ² /hour)	Chemical-Specific ^c	Chemical-Specific ^c
Exposure time (hour/day)	0.25	0.17
Exposure frequency (event/year)	350	350
Exposure duration (years)	30	9
Body weight (kg)	70	70
Averaging time (years)		
Cancer effects	70	70
Noncancer effects	30	9

^aCal-EPA, 1992.
^bEPA, 1992g.
^cEPA, 1992j.

Dermal Contact. Dermal absorption is typically an insignificant route of exposure in the residential groundwater use setting. However, EPA estimates dermal absorption for chemical contaminants to assure that any potential risks from this exposure pathway are addressed. The magnitude of potential exposure by this pathway is related to the concentration in water, surface area of exposed skin, the dermal penetrability of the contaminant, and frequency and duration of exposure. The parameters in Table 7 were used to estimate exposure through dermal contact.

Soils/Sediments

Ingestion. Exposure through ingestion of contaminants in soil/sediments depends on the concentration in soil, the amount ingested, and the frequency and duration of exposure.

EPA evaluated average and reasonable maximum exposures for both a toddler (0-6 years) and an adult, using the parameters presented in Table 8.

Inhalation. EPA calculated exposure via inhalation of dust and vapors from contaminated surface soil using soil concentration, the soil volatilization factor, the particulate emission factor describing the amount of soil entrained in the air as dust, inhalation rate, and the frequency and duration of exposure. The particulate emission factor expresses the relationship of chemical concentrations adsorbed to soil and concentrations of airborne respirable dust particles and is estimated using EPA default values (EPA, 1991e). The parameters used to estimate intake from inhaling both contaminated dust from soil and volatile compounds from soil are presented in Table 8.

Dermal Contact. Dermal absorption of contaminants in soil/sediments is a function of the concentration in soil, the surface area of exposed skin, the ability of the contaminant to penetrate through the skin, and frequency and duration of exposure.

EPA estimated the absorbed dose from reasonable maximum and average exposure by dermal contact with contaminants in soil using the parameters presented in Table 8. Toddler (0 to 6 years) and adult exposures were calculated for reasonable maximum and average exposure.

5.1.3 Toxicity Assessment

Chemical contaminants may be divided into two groups according to their effects on human health. Contaminants may have carcinogenic effects or noncarcinogenic/systemic effects. Exposure to some of the chemicals detected at the OII Site could potentially result in both types of effects. Carcinogenic effects result in, or are suspected to result in, the development of cancer.

00559

Description	Residents		Workers	
	RfER Value ^a Lower of the maximum or 95% UCL values	Average Value ^b Arithmetic mean	RfER Value ^c Lower of the maximum or 95% UCL values	Average Value ^b Arithmetic mean
Body Weight (kg):				
Toddler (0-6 years)	15	15	-	-
Adult	70	70	70	70
Soil Ingestion Rate (mg/day)				
Toddler (0-6 years)	200	200	-	-
Adult	100	100	50	50
Inhalation Rate (m ³ /day)				
Toddler (0-6 years)	16	16	-	-
Adult	20	20	20	20
Soil-Volatilization Factor (m ³ /kg)	Chemical-specific ^d	Chemical-specific ^d	Chemical-specific ^d	Chemical-specific ^d
Particulate Emission Factor (m ³ /kg)	4.63x10 ³	4.63x10 ³	4.63x10 ³	4.63x10 ³
Skin Surface Area (cm ²)				
Toddler	2,400 ^e	2,100 ^e	-	-
Adult	5,900 ^e	5,000 ^e	5,900 ^e	5,000 ^e
Absorption Factor (fraction)	0.10 (organics) ^f 0.01 (inorganics)	0.10 (organics) ^f 0.01 (inorganics)	0.10 (organics) ^f 0.01 (inorganics)	0.10 (organics) ^f 0.01 (inorganics)
Soil-to-Skin Adherence Factor (mg/cm ²)	0.2 ^g	0.2 ^g	0.2 ^g	0.2 ^g
Exposure Frequency (days/year)	350	350	250	250
Exposure Duration (years)				
Cancer (adult)	30	9	25	9
Noncancer (adult)	30	9	25	9
Child	6	6	-	-
Averaging Time				
Cancer (adult)	70	70	70	70
Noncancer (adult)	30	9	25	9
Cancer (child)	70	70	-	-
Noncancer (child)	6	6	-	-

EPA, 1991a, unless otherwise noted.
EPA, 1992g, unless otherwise noted.
Inhalation of volatilized chemicals for all COPC with a Henry's Law Constant (HLC) greater than or equal to 1x10⁻⁶ atm-m³/mole and a molecular weight (MW) less than or equal to 200 grams.
EPA, 1992.
SCAQMD, 1988.

EPA has developed a carcinogen classification system using weight-of-evidence to classify the likelihood that a chemical is a human carcinogen. Definitions for the weight-of-evidence classifications are presented below.

Group	Description
A	Human carcinogen, based on evidence from epidemiological studies.
B1 or B2	Probable human carcinogen. B1 indicates that limited human data are available. B2 indicates sufficient evidence in animals and inadequate or no evidence in humans.
C	Possible human carcinogen, based on limited evidence in animals.
D	Not classifiable as to human carcinogenicity.
E	Evidence of noncarcinogenicity for humans.

Source: EPA, 1986b.

Noncarcinogenic or systemic effects include a variety of toxicological end points and may include effects on specific organs or systems, such as the kidney, liver, and lungs.

EPA's Carcinogenic Assessment Group has developed cancer slope factors for estimating excess lifetime cancer risks associated with exposure to potentially carcinogenic chemicals of potential concern. Cancer slope factor(s), which are expressed in units of (mg/kg-day)⁻¹, are multiplied by the estimated intake of a potential carcinogen, in mg/kg-day, to provide an upper-bound estimate of the excess lifetime cancer risk associated with exposure at that intake level. The term "upper bound" reflects the conservative estimate of the risks calculated from the cancer slope factor(s). Use of this approach makes underestimation of the actual cancer risk highly unlikely. Cancer slope factor(s) are derived from the results of human epidemiological studies or chronic animal bioassays to which animal-to-human extrapolation and uncertainty factors have been applied (for example, to account for the use of animal data to predict effects on humans).

EPA has developed reference doses to indicate the potential for adverse health effects from exposure to chemicals of potential concern exhibiting noncarcinogenic effects. Reference doses, which are expressed in units of mg/kg-day, are estimated threshold levels for daily exposure above which exposure is considered unsafe for humans, including sensitive individuals. Estimated intakes of chemicals of potential concern from environmental media (e.g., the amount of a chemical ingested from contaminated drinking water) can be compared to the reference doses. Reference doses are derived from the results of human epidemiological studies or animal studies to which uncertainty factors have been applied (for example, to

account for the use of animal data to predict effects on humans). These uncertainty factors help ensure that the reference doses will not underestimate the potential for adverse noncarcinogenic effects to occur.

Table 9 presents toxicity values for chemicals of potential concern for both carcinogenic and noncarcinogenic effects. Slope factors and reference doses are specific to the route of exposure. For example, oral slope factors are used to evaluate risk through ingestion of carcinogenic chemicals of potential concern. In cases where route-specific cancer slope factors or reference doses were not available (for example, for the inhalation and dermal routes), oral cancer slope factors or reference doses were used.

5.1.4 Risk Characterization Summary

Information presented in the exposure assessment and the toxicity assessment is integrated in this section to characterize risk to human health from chemicals of potential concern at the OII Site.

For carcinogens, risks are estimated as the incremental probability of an individual developing cancer over a lifetime as a result of exposure to the carcinogen. These risks are probabilities that are generally expressed in scientific notation (e.g., 1×10^{-6} or $1E-6$). An excess lifetime cancer of 1×10^{-5} indicates that as a reasonable maximum estimate, an individual has a one in one million chance of developing cancer as result of site-related exposure to a carcinogen over a 70-year lifetime under specific exposure conditions at the OII Site; similarly, an excess lifetime cancer risk of 1×10^{-4} refers to a reasonable maximum estimate of a one in ten thousand chance of developing cancer as a result of the exposure.

EPA uses the general 10^{-4} to 10^{-6} risk range as a "target range" within which EPA strives to manage risks as part of a Superfund cleanup. Although the EPA risk manager may deem acceptable the waste management strategies achieving reductions in site risks anywhere within the risk range, EPA has expressed a preference for cleanups achieving the more protective end of the range (for example, 10^{-6}).

The potential for noncarcinogenic health effects is evaluated by comparing an exposure level over a specified time period (for example, a lifetime) with a reference doses derived for a similar exposure period. The ratio of exposure to toxicity is called a hazard quotient. If the estimated intake (exposure) is greater than the reference doses, the hazard quotient will be greater than one. A hazard quotient greater than one indicates the potential for an adverse noncarcinogenic health effect from exposure to the chemical.

A hazard index is generated by adding the hazard quotients for all chemicals of potential concern within a medium or across all media to which a given population may reasonably be exposed. A hazard index exceeding one indicates the potential for an adverse

Table 9
Toxicity Values and Chemical-Specific Parameters
for Chemicals of Potential Concern
OII Site Final Record of Decision

Page 1 of 3

Chemical Name	Oral RfD ^a mg/kg-day	Inhalation RfD ^a mg/kg-day	Weight-of- Evidence Classification	Oral Slope Factor kg-day/mg	Inhalation Slope Factor kg-day/mg	K _d ^b cm/hr	ABS ^c	VF ^d
Organic Compounds								
aceneophthene	0.06	0.06	NA	--	--	0.15	0.1	2.11E+05
acetone	0.1	0.1	D	--	--	0.0012	0.1	2.70E+04
aldrin	0.00003	0.00003	B2	17	17.16	0.0016	0.1	--
anthracene	0.3	0.3	D	--	--	0.2258	0.1	2.18E+06
benzene	--	--	A	0.029	0.02905	0.11	0.1	9.60E+03
benzo(a)anthracene	--	--	B2	0.73	0.73	0.81	0	--
benzo(a)pyrene	--	--	B2	7.3	--	1.2	0.1	--
benzo(b)fluoranthene	--	--	B2	0.73	0.73	--	0.1	--
benzo(g,h,perylene)	--	--	D	--	--	0.107	0.1	--
benzo(k)fluoranthene	--	--	B2	0.073	0.073	0.033	0.1	--
benzoic acid	4	4	D	--	--	0.0073	0.1	--
benzyl alcohol	0.3	0.3	NA	--	--	0.0025	0.1	--
benzyl chloride	--	--	B2	0.17	0.17	0.0138	0.1	1.00E+05
bis(2-ethylhexyl)phthalate	0.02	0.02	B2	0.014	0.014	0.033	0.1	--
butanone, 2-	0.6	0.2857	D	--	--	0.005	0.1	3.68E+04
butylbenzyl phthalate, n-	0.2	0.2	C	--	--	0.073	0.1	--
carbazole	--	--	B2	0.02	0.02	0.07967	0.1	--
carbon disulfide	0.1	0.002857	NA	--	--	0.5	0.1	5.10E+03
carbon tetrachloride	0.0007	0.00057	B2	0.13	0.0525	0.022	0.1	6.10E+03
chlordane	0.00006	--	B2	1.3	1.3	0.046	0.1	--
chlorobenzene	0.02	0.005714	D	--	--	0.041	0.1	2.90E+04
chloroethane	--	2.857	NA	--	--	0.008	0.1	2.70E+03
chloroform	0.01	0.01	B2	0.0061	0.0805	0.13	0.1	9.10E+03
chloromethane	0.0036	--	C	0.013	0.0063	0.0042	0.1	2.80E+03
chloroethene, p-	0.02	--	D	--	--	--	0.1	2.10E+04
chrysene	--	--	B2	0.0073	0.0073	0.81	0.1	5.53E+07
ddd, 4,4'-	--	--	B2	0.24	0.24	0.28	0.1	--
dde, 4,4'-	--	--	B2	0.34	0.34	0.24	0.1	--
ddl, 4,4'-	0.0005	0.0005	B2	0.34	0.3395	0.43	0.1	--
di-n-butyl-phthalate	0.1	0.1	D	--	--	0.033	0.1	--
di-n-octyl-phthalate	0.02	0.02	NA	--	--	25.84	0.1	--
dibenzofuran	0.004	--	D	--	--	0.107	0.1	--
dibromochloromethane	0.02	0.02	C	0.064	0.064	0.0039	0.1	--
dibromomethane, 1,2-	--	0.0005714	B2	85	0.77	--	0.1	2.90E+04
dichlorobenzene, 1,2-	0.09	0.05714	D	--	--	0.061	0.1	5.70E+04
dichlorobenzene, 1,3-	0.089	--	D	--	--	0.087	0.1	5.70E+04
dichlorobenzene, 1,4-	0.22856	0.22856	B2	0.024	0.024	0.062	0.1	6.30E+04
dichlorobenzidine, 3,3'-	--	--	B2	0.45	0.45	0.017	0.1	--
dichlorodifluoromethane	0.2	0.05714	D	--	--	0.012	0.1	1.80E+03
dichloroethene, 1,1-	0.1	0.14286	C	--	--	0.0089	0.1	6.20E+03
dichloroethane, 1,2-	--	--	B2	0.67	0.091	0.0093	0.1	9.30E+03
dichloroethene, 1,1-	0.009	0.009	C	0.8	0.175	0.016	0	1.60E+03
isomers)	0.009	0.009	NA	--	--	0.001	0.1	8.80E+03
dichloroethene, cis-1,2-	0.01	0.01	D	--	--	0.001	0.1	5.90E+03

00566

00562

noncarcinogenic health effect from exposure to the medium or media. The hazard index provides a useful reference point for gauging the potential significance of multiple contaminant exposures within a single medium or across media.

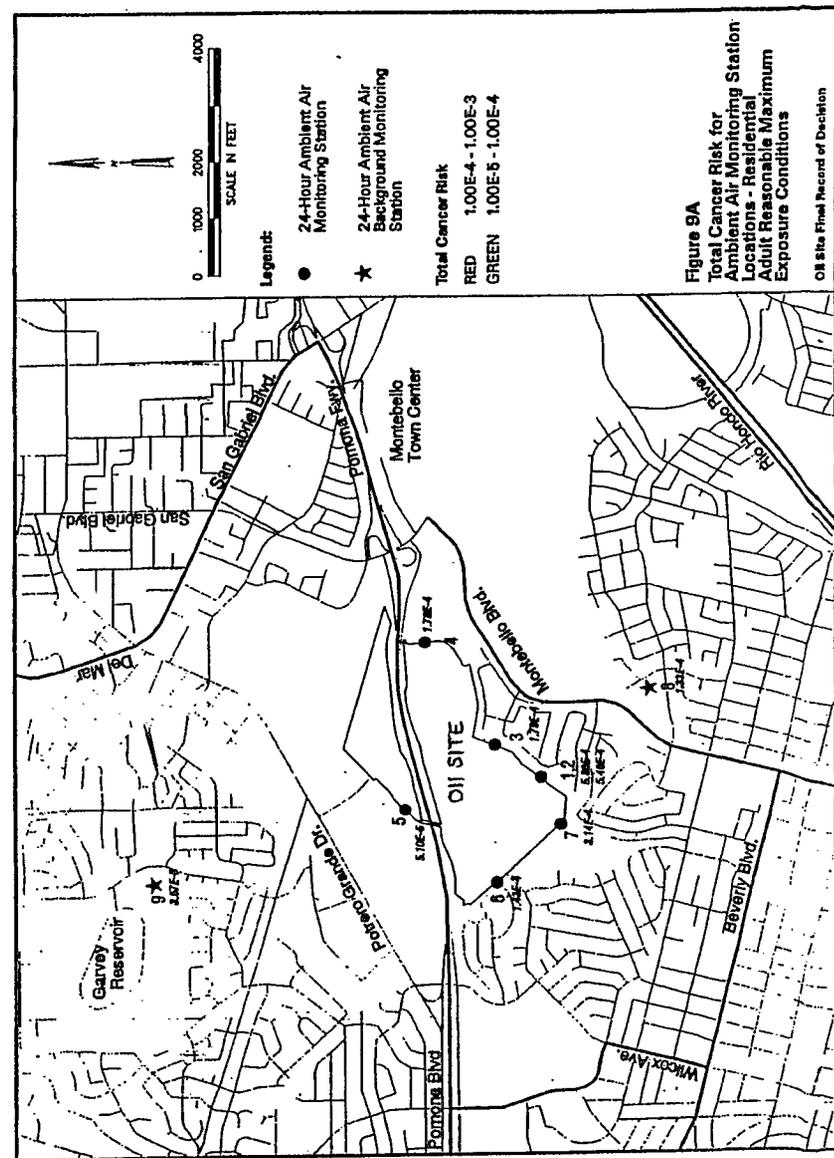
Noncancer hazard indexes and cancer risks were estimated for ambient air, groundwater, and surface soil.

Summary of Estimated Ambient Air Risks. EPA calculated ambient air risk estimates for residential exposure via inhalation. EPA also calculated estimated cancer risks and noncancer hazard indexes for each monitoring station, as shown in Figures 9a and 9b, respectively.

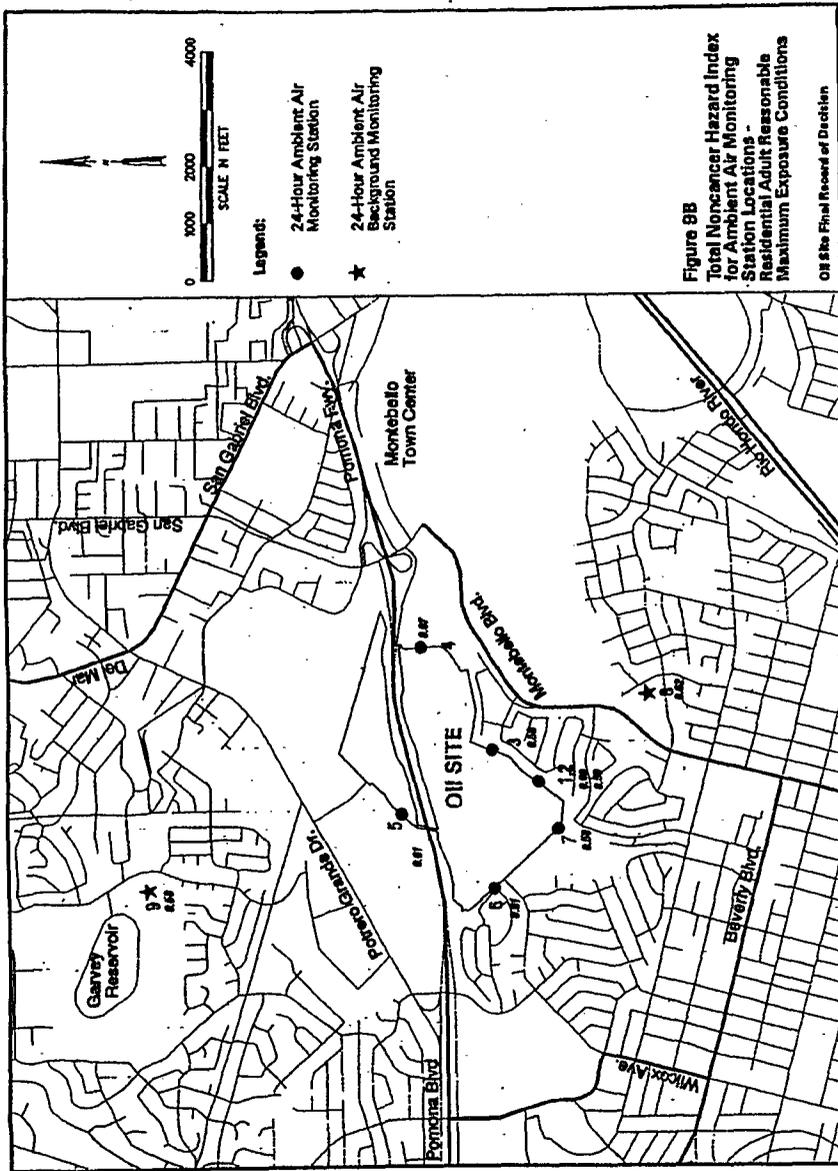
Ambient air was found to present an elevated risk to human health at the monitoring stations around the OII Site. Stations 1, 2, and 7 had the highest cancer risks, exceeding 3×10^{-4} , primarily due to the presence of vinyl chloride, a known landfill contaminant. Other stations had cancer risks falling in the 5.1×10^{-5} to 1.8×10^{-4} range. Excluding the influence of background pollutants, risks at Stations 1, 2, and 7 still exceed 1×10^{-4} under reasonable maximum exposure conditions and Stations 3, 4, and 6 exceed 1×10^{-5} .

Summary of Estimated Soils/Sediment Risks. As recommended for the streamlined approach to conducting remedial investigations at CERCLA municipal landfills, EPA did not sample soils directly overlying the waste prism because these soils will be under the landfill cover after implementation of a final remedy. The cover will prevent future releases of waste and soil from the landfill. EPA used data, from soil samples collected at locations outside the area to be covered, for the Baseline Risk Assessment. EPA collected these samples as part of the near-site surface soil/sediment investigation and the North Parcel investigation soil sampling programs.

EPA evaluated soils and sediments from the North Parcel and near-site sampling areas for child and adult exposure scenarios. Figures 10 and 11 present sample locations and risk assessment results for total cancer risk and total noncancer hazard index, respectively. Under the most health-protective scenario (child reasonable maximum exposure) and the least protective (adult average exposure), all near-site sampled areas but one (Area B under average adult exposure) exceeded a cancer risk of 1×10^{-4} , including the background areas (Pico Background, Lakewood/San Pedro Background, and Freeway Control Area Background). Cancer risks for the Area D, Iguala Park, and Southern California Gas Company sample areas were only slightly greater than background at 1.87×10^{-5} or higher under child reasonable maximum exposure conditions. These compare to background area cancer risks of 1.30×10^{-5} to 1.74×10^{-5} under the same conditions. Noncancer hazard indexes exceeded one for only some areas under the child reasonable maximum exposure scenario (Southern California Gas Facility, Iguala Park, Pico Background, and Area D).



00563



Page I-55

Noncancer hazard indexes for the Southern California Gas Company Facility and Iguala Park, 1.68 and 1.76, respectively, were only slightly greater than Pico Background, 1.34, under child reasonable maximum exposure conditions.

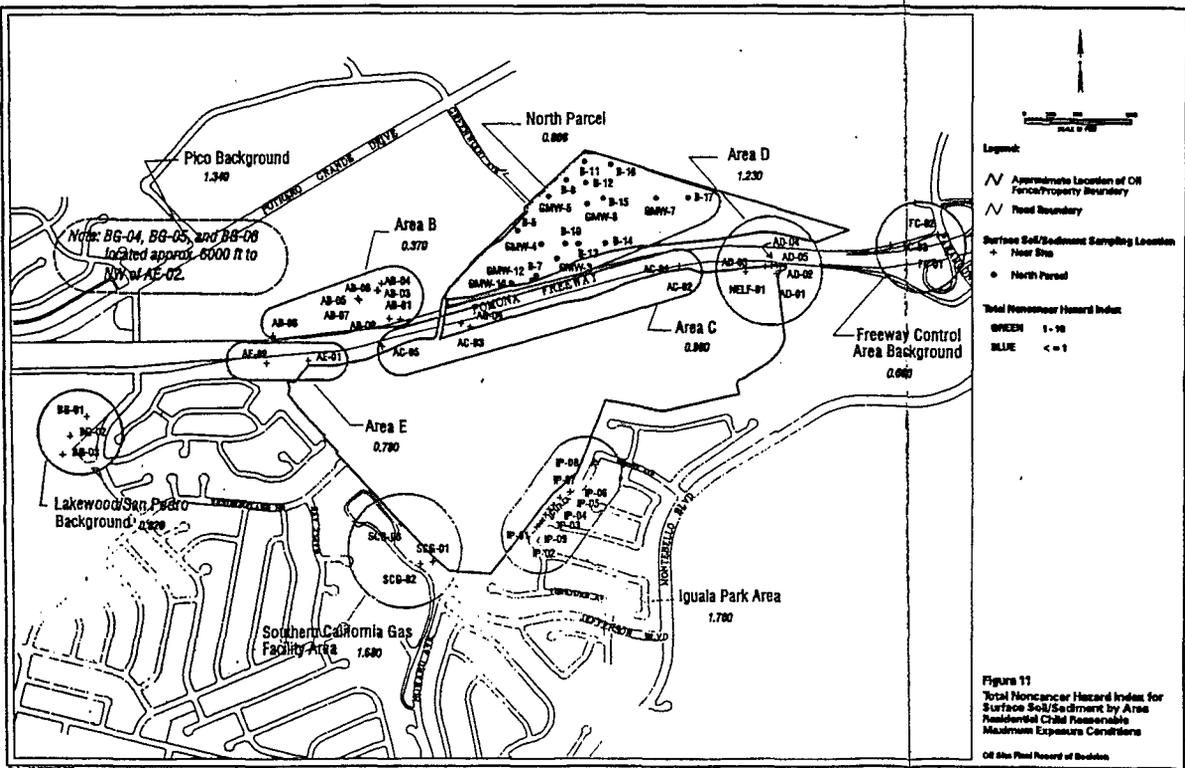
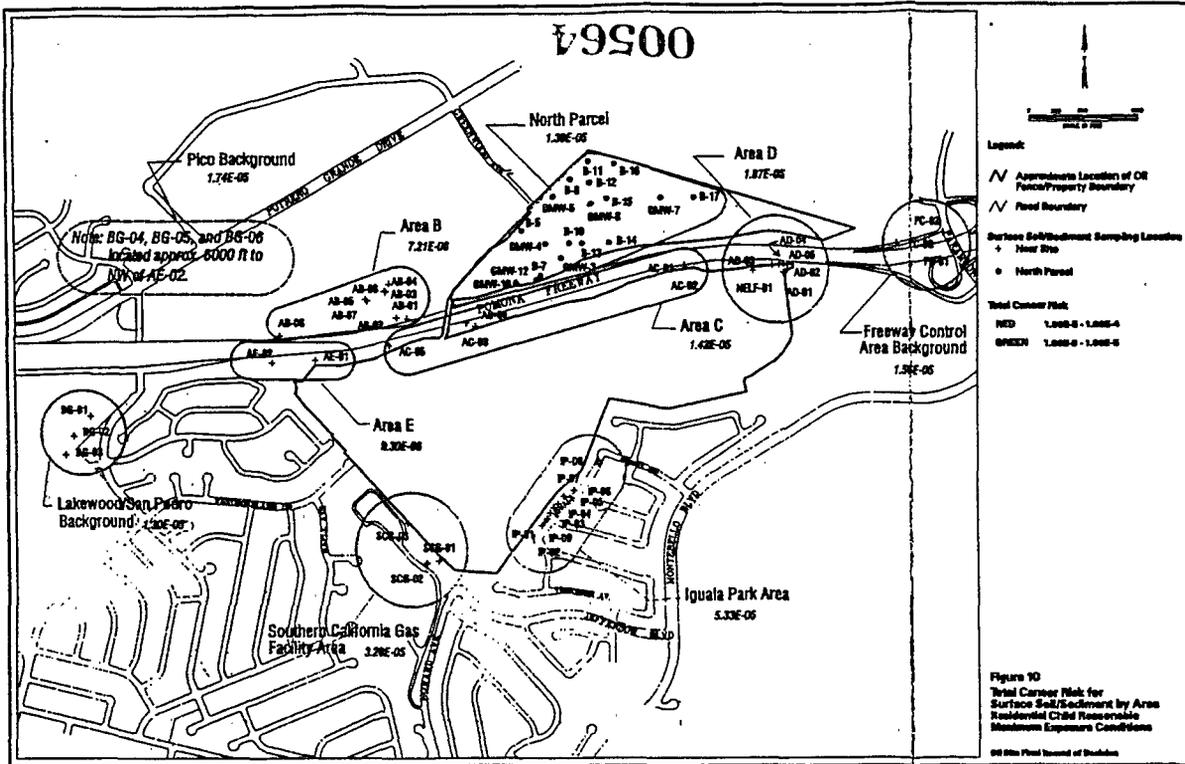
Summary of Estimated Groundwater Risks. Groundwater data are available from monitoring wells installed on or near the landfill. Figures 7 (shallow wells) and 8 (deep wells) show the locations of these groundwater monitoring wells. Groundwater sample results from January 1989 through October 1993 were used to calculate groundwater exposure risks on a well-specific basis. Adult residential receptors were evaluated for potential groundwater exposure via ingestion, volatile inhalation, and dermal contact. Risks were calculated using the reasonable maximum exposure conditions for each of the 72 monitoring wells at the landfill.

For chemicals of concern detected in individual wells, 27 wells exceeded a cancer risk of 1×10^{-4} under reasonable maximum exposure conditions (Figures 12 and 13). Fifty out of 72 wells had associated hazard index values exceeding one (Figures 14 and 15). Twelve wells had hazard index values exceeding 10. The wells with the highest estimated cancer and noncancer risks are generally those wells along the landfill perimeter at the southwest corner of the South Parcel, an area with extensive leachate in the waste prism and numerous exceedances of drinking water standards in the shallow groundwater monitoring wells.

The presence of naturally occurring arsenic, beryllium, and manganese in the OII Site vicinity affects the cancer risk and noncancer hazard index estimates for the groundwater monitoring wells. As discussed in the Feasibility Study Report (EPA, 1996), the estimated cancer risk for arsenic and beryllium is 1.5×10^{-4} using the baseline concentrations presented in the Draft Remedial Investigation Report (EPA, 1994c). Similarly, the hazard quotient for the baseline concentration of manganese is 0.7. Although the estimated "baseline" concentrations are likely somewhat higher than true background, these estimates show how naturally occurring inorganic constituents in the OII Site area complicate the evaluation of site-related risks in groundwater. However, taking these baseline concentrations into consideration, data from 19 wells still indicate site-related risks exceeding 1×10^{-4} .

5.1.5 Baseline Human Health Risk Assessment Conclusion

Actual or threatened releases of hazardous substances from the OII Site, if not addressed by implementing the response action selected in this ROD, may present an imminent and substantial endangerment to public health, welfare, or the environment.



5.2 Baseline Ecological Risk Assessment Summary

The area surrounding the landfill is heavily developed for mixed general commercial and industrial use, and residential use, with pockets of open space. Potential wildlife corridors between the landfill property and undeveloped areas exist, although they have been reduced and fragmented by development of adjacent lands. The primary wildlife corridor between the South Parcel and the undeveloped Montebello Hills oil field located southeast of the landfill is limited and broken by Montebello Boulevard.

Urban and industrial development around the landfill has replaced most native plants with disturbed or landscaped habitats supporting non-native and ornamental plants. Disturbed areas that are not landscaped support grasses and weedy, ruderal plants. During a reconnaissance visit in February 1994, an observer noted signs of plant stress in limited areas adjacent to the landfill at the Southern California Gas facility and in Iguala Park. Signs of plant stress in non-native plants were observed that included discoloration and deformation in actively growing plant tissues including leaf tips and buds, as well as older leaves and stems. The source of the observed plant stress is not known, but observed plant stress was near historical leachate seeps and areas of recent heavy construction activities.

Wildlife observed at the landfill includes lizards, red-tailed hawks, American kestrels, white-throated swifts, Say's phoebe, California towhee, western meadowlarks, loggerhead shrikes, and American goldfinch. Mobile wildlife such as hawks, kestrels, shrikes, and other birds can easily move to and from the landfill using the scattered trees and vegetation for shelter. Other wildlife expected to occur at the landfill include owls, raccoons, and coyotes. These species may move at night and may be less reliant on intact corridors for movement.

Species of special concern that have been observed at the landfill site include white-tailed kite, Cooper's hawk, blue-grey gnatcatcher, and loggerhead shrike (CDM Federal, 1994). The only special-status species observed during the February 24, 1994, reconnaissance visit was a loggerhead shrike (a federal Category 2 Candidate species).

EPA evaluated ecological exposure pathways assuming a "modified no action" scenario. This scenario assumed continued operation of the existing control systems. As part of the streamlining process, exposure to the landfill contents and landfill contaminant sources were not considered complete pathways because the landfill gas migration control and landfill cover systems called for in the Gas Control and Cover ROD will eliminate this pathway.

Ecological pathways of exposure to contaminants released to ambient air were considered incomplete for onsite emissions because of planned installation of the landfill gas collection system and the landfill cover. Offsite exposure to air emissions by terrestrial wildlife and plants was limited to dust emissions from areas that would not be included in the landfill cover.

Exposure of plants to contaminants in groundwater via root uptake is considered incomplete in all areas except in a limited area at the southwestern corner of the South Parcel near the Southern California Gas facility. In this area, groundwater is approximately 15 feet below ground surface adjacent to the site, dropping to more than 75 feet below ground surface approximately 400 feet away from the waste prism. Groundwater levels in all other areas around the OII Site are generally more than 40 feet below ground surface.

Ecological pathways of exposure to contaminants in surface water runoff were considered incomplete for onsite and offsite areas. Surface water runoff in the area is primarily from irrigation, although storm water runoff occurs with significant precipitation events. Surface water transport of contaminants from the site to the surface water/storm water collection systems will be limited or prevented by installation of the landfill cover, thus making offsite exposure unlikely.

Under the modified no-action scenario, ecological exposure to contaminants in leachate seeps through direct contact are incomplete for both onsite and offsite areas.

6.0 Description of Remedial Alternatives

6.1 Alternative No. 1—No Further Action

Alternative No. 1 consists of implementing remedial measures similar to the leachate management, site control, and monitoring activities currently performed at the site. Alternative No. 1 assumes implementation of the remedial measures stipulated in the Gas Control and Cover ROD. The objective of Alternative No. 1 is to provide an increased degree of protectiveness of human health and the environment than is currently present at the site by continuing to operate; maintain; and, as necessary, improve or replace existing landfill systems. Because the existing system does not control migration of landfill contaminants to groundwater, it would continue to occur in Alternative No. 1. Alternative No. 1 satisfies the NCP requirement for inclusion of a no-action or no-further-action alternative.

Alternative No. 1 Description. Alternative No. 1 includes operation and maintenance of existing site activities (gas extraction and air dike, leachate collection, leachate treatment, irrigation, access roads, stormwater drainage, site security, slope repair, and erosion control), except to the extent that they are addressed under the Gas Control and Cover ROD. Landfill gas and landfill cover components were selected as part of the Gas Control and Cover ROD and are not rescinded or modified in this ROD. Implementation of the Gas Control and Cover ROD is assumed in the analysis of this alternative. Major remedial components of Alternative No. 1 are presented in Figures 16 and 17, and are described below. Specific

00567

00569

remedial alternative components or technologies presented in this section are intended only to serve as representative examples of possible measures that could be taken to achieve the objectives of Alternative No. 1 and to estimate costs. Other viable remedial measures may be evaluated as part of the remedial design activities for the site.

Leachate Collection, Conveyance, and Landfill Liquids Treatment. The objective of leachate management for Alternative No. 1 is to control and prevent leachate from migrating offsite as surface seeps. Leachate management for Alternative No. 1 would consist of operation and maintenance of the existing leachate collection system and, if necessary, upgrades or replacement to improve operability, maintainability, and reliability of the system. Leachate management is currently performed in select areas of the South Parcel only; there is no leachate management on the North Parcel.

The existing South Parcel leachate collection and conveyance system is intended primarily to capture leachate on the landfill slopes and near the landfill boundary (EPA, 1994c). The existing system would be operated and maintained until the landfill cover is operational. Active near-surface leachate collection may cease if the completed landfill cover is adequate to manage liquids that are currently collected in those systems and if surface seeps cease. Leachate is currently, and would continue to be, collected from existing extraction wells in the interior portions of the South Parcel. Leachate would also continue to be collected from other existing perimeter leachate collection systems such as the Iguala Trench.

Leachate, condensate, and other liquids collected would be conveyed to the existing leachate treatment plant (Figure 16). Operation and maintenance of the leachate treatment plant should be required under Alternative No. 1. Constituent concentrations would be reduced to below discharge limits so that the treated landfill liquids could be discharged to the County Sanitation Districts of Los Angeles County sanitary sewer system. After discharge to the County Sanitation Districts of Los Angeles County system, the landfill liquids would undergo additional treatment downstream in the municipal sewer treatment system. The total treatment plant influent flow rate for Alternative No. 1 is estimated at approximately 5.5 gallons per minute (7,850 gallons per day).

The Alternative No. 1 treatment process would consist largely of the existing OII Site leachate treatment plant with some minor process enhancements (polymer addition to the sequential batch reactors). However, these treatment processes serve only as examples of processes that could be appropriate to treat landfill liquids.

Limited initial leachate treatment system operating data suggest that effluent from the sequential batch reactors would meet discharge requirements without further treatment. However, pesticides are capable of passing through biological processes, such as the sequential batch reactors. Because current operating data are limited, and because there is a potential for pesticide pass-through, use of the existing sand filtration and carbon adsorption units has been assumed for cost definition of Alternative No. 1.

Administration, Institutional Controls, Site Security, and Facility Maintenance. This section addresses a broad range of remedy components not specifically covered by other control activities. Many of the administration, site security, and facility maintenance activities described in this section are similar to activities currently performed as part of site control and monitoring activities.

Administration. The purpose of administrative activities would be to manage staff, order equipment, and perform other administrative functions to ensure that performance standards are met. Health and safety monitoring and enforcement, employee training, budget administration, administration building operation and maintenance, performance reporting, and payment of applicable taxes would also be included in this remedial activity. Other miscellaneous activities are included in this section, including meteorological monitoring and collection and conveyance of decontamination water to the leachate treatment plant.

Institutional Controls. Institutional controls would be used as appropriate to supplement engineering controls for short- and long-term management to prevent or limit exposure to hazardous substances, pollutants, or contaminants, and to ensure the effectiveness of remedial actions. The primary objectives of institutional controls are to (1) limit human exposure to potentially contaminated materials onsite (e.g., leachate, landfill contents, and groundwater); (2) prevent trespassing onto the landfill; and (3) protect the integrity of the landfill closure and remedial action components.

North Parcel Areas Not Used as a Landfill or for Site-Related Facilities. EPA determined that no landfill-related risks are posed by soils in the areas of the North Parcel not containing landfill-related wastes nor used for site facilities (the "nonlandfill areas"). Therefore, no further action is required for soils in the nonlandfill areas. Institutional controls and, potentially, engineering controls will be required for contaminated groundwater and, potentially, liquids control on the North Parcel.

Site Security. The purpose of site security activities at the OII Site is to limit access to the site and protect the integrity and operation of the implemented control systems. This activity would be accomplished through use of guards, fences, gates, lighting, and alarms.

Facilities Maintenance. Facilities at the OII Site included in this section are: access roads, road and identification signs, buildings, utilities, aesthetic landscaping, equipment, and trucks. Activities associated with these facilities would include routine maintenance and operation. These activities would be in addition to operation and maintenance of specific landfill components described above.

Postconstruction Environmental Monitoring. The objective of the Alternative No. 1 environmental monitoring program would be to collect sufficient information to assess the degree of protectiveness provided by the environmental control systems and to determine

00570

whether performance standards are being met. Additionally, routine monitoring would be performed to facilitate efficient operation and maintenance of the landfill control components. The objective of long-term groundwater monitoring would be to evaluate changes to groundwater contaminant concentrations and to the lateral and vertical extent of groundwater contaminant migration.

6.2 Alternative No. 2—Perimeter Liquids Control (EPA's Selected Remedy)

Alternative No. 2 includes construction of new liquids control systems along the perimeter of the landfill in areas of known or suspected landfill liquids migration, and treatment and discharge of liquids collected in these systems. Alternative No.2 incorporates all components of Alternative No. 1, except for portions of the existing leachate collection systems after the perimeter liquids control system is operational.

The objective of Alternative No. 2 is to provide control of liquids at the landfill perimeter, as well as to attain the objectives of Alternative No. 1. This alternative would prevent migration of contaminants from the landfill to groundwater at the landfill perimeter at levels that impair water quality and/or represent a threat to human health and the environment. By preventing further offsite landfill liquids migration, this alternative minimizes further groundwater contamination from landfill liquids. Perimeter liquids control would also protect human health and the environment by minimizing offsite exposure to landfill contaminants, minimizing volatilization of landfill contaminants into air, and preventing additional near-site soil contamination. Contaminant concentrations in groundwater beyond the landfill boundary would be reduced to below cleanup standards through natural attenuation. Groundwater would be monitored to ensure that natural attenuation is progressing as anticipated. Institutional controls would be used to prevent exposure to contaminated groundwater.

Alternative No. 2 Description. EPA assessed available monitoring data to determine areas in which perimeter liquids control may be needed. The areas of concern include the western perimeter of the South Parcel; the northwest corner of the South Parcel; and, to a more limited extent, the far eastern perimeter of the South Parcel.

A representative conceptual design for Alternative No.2 is illustrated in Figure 18. Other technologies and extraction configurations are possible and may be explored during remedial design. This section presents a description of the conceptual design of Alternative No. 2 used for evaluations in the Feasibility Study.

Applicable Components of Alternative No. 1. All of the components from Alternative No. 1 would be included in Alternative No. 2. The perimeter liquids control system may make portions of the leachate collection system included under Alternative No. 1 unnecessary.

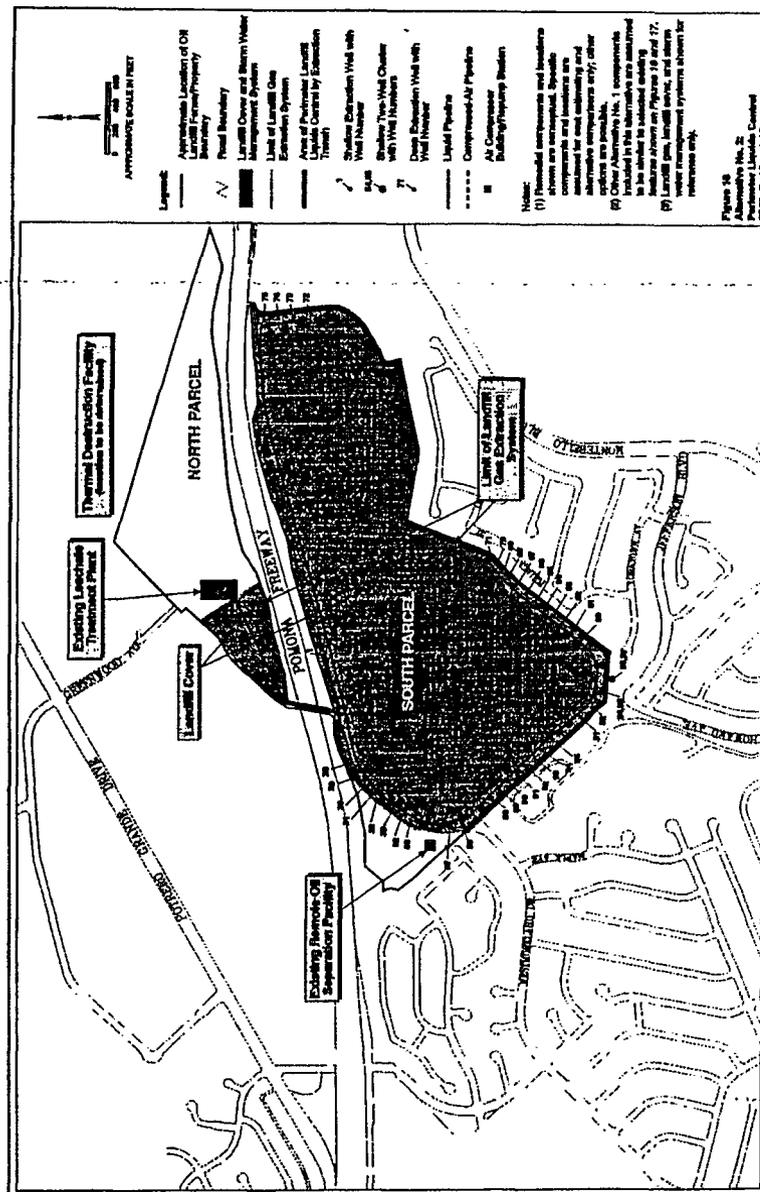


Figure 18
Alternative No. 2
Perimeter Liquids Control
Conceptual Design

Perimeter Liquids Control, Conveyance, and Treatment. A perimeter liquids control system would be installed in areas where contaminant levels in groundwater exceed performance standards.

The conceptual design of the perimeter liquids control system at the OII Site includes 95 extraction wells (shallow and deep) in addition to an extraction trench system along the western and southwestern boundary of the South Parcel. Landfill liquids collected under this alternative would be pumped to the existing leachate treatment plant for treatment. The estimated perimeter liquids extraction rate for this alternative would be 190,100 gallons per day (132 gallons per minute). In addition, about 3,750 gallons per day (2.6 gallons per minute) of landfill liquids (including condensate and other liquids) would be collected.

EPA's evaluations indicate that the existing leachate treatment plant, with some modifications as necessary, would be adequate to treat liquids in Alternative No. 2. The treated liquids would be discharged to the County Sanitation Districts of Los Angeles County sanitary sewer system. After discharge to the County Sanitation Districts of Los Angeles County sanitary sewer system, the liquids would undergo additional treatment in the municipal sewer treatment system.

Remedial Design Investigation. Prior to final design of a perimeter liquids control system, a remedial design investigation would be performed to better characterize both the actual areas where contaminants are migrating beyond the landfill perimeter and the hydraulic properties of the various aquifers or formations at the landfill perimeter. In addition, some additional delineation of the contaminated groundwater areas would be required. The conceptual remedial design investigation would consist primarily of installation and testing of new monitoring wells and collection of liquids samples.

Postconstruction Environmental Monitoring Program. As in Alternative No. 1, EPA would implement a long-term, postconstruction environmental monitoring program with this alternative to collect sufficient information to assess the degree of protectiveness provided by the environmental control systems and to determine whether performance standards were being met. In addition to the monitoring described in Alternative No. 1, the two main objectives of Alternative No. 2 environmental monitoring are (1) to evaluate the effectiveness and performance of the Alternative No. 2 perimeter landfill liquids control system by monitoring liquid levels and contaminant concentrations downgradient of the control systems and (2) to evaluate changes to groundwater contaminant concentrations through natural attenuation and to the lateral and vertical extent of groundwater contamination after placement of the remedial measures.

6.3 Alternative No. 3—Perimeter Liquids Control Plus Source Control

Alternative No. 3 includes new leachate extraction and conveyance systems located within the interior of the waste prism and treatment and discharge of the collected leachate, and incorporates all components of Alternative No. 2.

The objective of Alternative No. 3 is to provide enhanced control of landfill liquids over that presented in Alternative No. 2; to provide additional reduction in toxicity, mobility, and volume; and to potentially reduce the long-term management of liquids, as well as to attain the objectives of Alternative No. 2. In Alternative No. 3, leachate extraction within the waste prism would remove some of the liquids that are currently migrating or that may migrate towards the perimeter of the landfill. One potential benefit of interior leachate extraction would be to provide additional assurances that landfill contaminants would be contained, especially for any areas where perimeter liquids control would be technically challenging. Extracting leachate from the interior of the landfill may reduce the period of time required to operate the perimeter liquids control system, and it may reduce the long-term flow rate into the perimeter system. Extracting interior leachate would also potentially reduce long-term management of liquids at the site, potentially satisfying the NCP goal of reducing the need for long-term management through removal and destruction of toxic and/or mobile contaminants to a greater extent than Alternative No. 2.

Alternative No. 3 Description. EPA interpreted various landfill data to provide a basis for estimating the location of potentially saturated zones, the volume of leachate present and potentially extractable, its ability to migrate, potential migration pathways, and potential impacts to groundwater. EPA targeted potentially saturated zones for leachate extraction that were considered a potential threat to groundwater. The total volume of leachate targeted for extraction is approximately 113 million gallons. This represents about 76 percent of the total potentially extractable leachate (estimated at 145 million gallons), but only about 13 percent of the estimated total volume of leachate in the waste prism (871 million gallons).

Figure 19 illustrates a representative conceptual design for Alternative No. 3. Other technologies and extraction configurations are possible. A description of the conceptual design of Alternative No. 3 follows.

Interior Leachate Extraction, Conveyance, and Landfill Liquids Treatment. Vertical extraction wells are assumed to be the most effective technology for interior leachate extraction in Alternative No. 3. The number of wells assumed for a particular area is influenced by the saturated thickness, geometry of the bottom of the extraction area, and the anticipated well yield and targeted extraction volume (i.e., the quantity of leachate each well is anticipated to produce compared to the total volume to be extracted).

005713

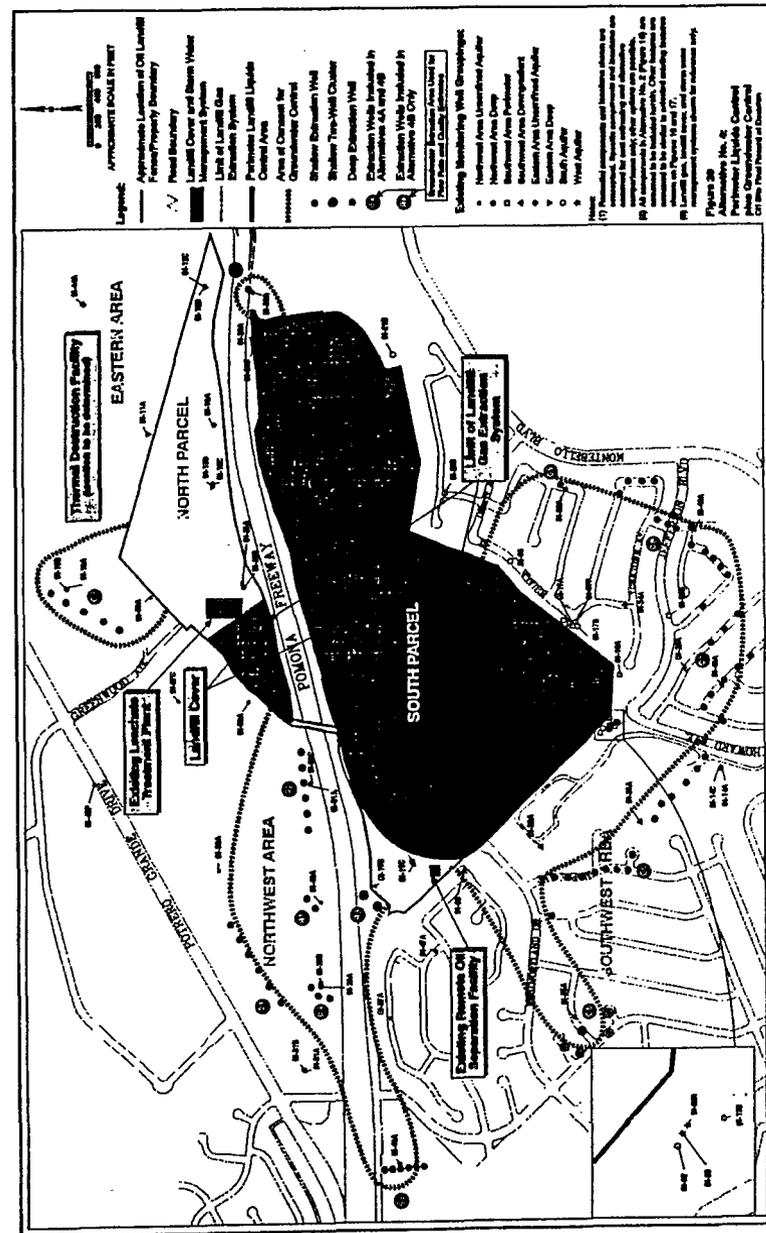
A conceptual design for Alternative No. 4 is illustrated in Figure 20. Other technologies and extraction configurations are possible. A description of the conceptual design of Alternative No. 4 follows.

All Components of Alternative No. 2 or Alternative No. 3. As discussed above, Alternative No. 2 includes perimeter liquids control. Alternative No. 3 adds extraction of leachate from the interior of the landfill. For purposes of discussion herein, it has been assumed that Alternative No. 4 would include all remedial components from Alternative No. 2. However, if Alternative No. 4 were selected for this remedy, it could also include leachate extraction from some or all of the Alternative No. 3 extraction areas.

Control or Control/Remediation of Contaminated Groundwater. Alternative No. 4A includes control of contaminated groundwater in the following locations: northwest and west of the northwestern corner of the South Parcel, north of the North Parcel, west of the western perimeter of the South Parcel, south and southeast of the southwestern corner of the South Parcel, and east of the northeastern corner of the South Parcel. Alternative No. 4B consists of groundwater control at all of the above areas plus additional extraction in the Northwest Area to more aggressively collect and possibly restore contaminated groundwater within a shorter time period. Assumed depths of collection are based upon known or suspected depths of contamination, recent depth-to-water measurements, and interpreted thickness of confined units.

EPA used groundwater extraction from vertical extraction wells as the representative technology for groundwater containment in the Feasibility Study. The purpose of the extraction wells would be to prevent contaminated liquids from migrating beyond (i.e., downgradient of) the control boundary. Assumed extraction well locations are shown in Figure 20. The estimated groundwater extraction rate for Alternative No. 4A is about 526,600 gallons per day (366 gallons per minute); and for Alternative No. 4B, it is estimated to be 892,900 gallons per day (620 gallons per minute).

Disposal Options for Treated Groundwater. The Feasibility Study evaluated five different options for discharge of the extracted and treated groundwater. These are sanitary sewer discharge, aquifer injection discharge, surface water discharge, irrigation reuse discharge, and deep well injection discharge. The deep well injection discharge option was eliminated as a feasible discharge option in the Feasibility Study. The remaining four discharge options were incorporated into Alternative No. 4. The total flow rates for discharge under Alternatives No. 4A and 4B would be 501 and 755 gallons per minute, respectively. This would include the perimeter liquids (135 gallons per minute) and the groundwater (366 gallons per minute in Alternative No. 4A and 620 gallons per minute in Alternative No. 4B). It has been assumed in all discharge options that the perimeter liquids portion of Alternative No. 4 (135 gallons per minute) would be discharged to the sanitary sewer.



control/restoration systems and to assess groundwater contaminant migration after the placement of these systems.

7.0 Summary of the Comparative Analysis of Alternatives

This section compares the remedial alternatives described in Section 6. The comparative analysis provides the basis for determining which alternative presents the best balance of EPA's nine Superfund evaluation criteria provided in 40 Code of Federal Regulations Part 300.430 (listed below). The first two cleanup evaluation criteria are considered *threshold criteria* that the selected remedial action must meet. The five *primary balancing criteria* are balanced to achieve the best overall solution. The two *modifying criteria*, state and community acceptance, are also considered in remedy selection.

Threshold Criteria

1. **Overall Protection of Human Health and the Environment** addresses whether an alternative provides adequate protection from unacceptable risks posed by the site.
2. **Compliance with Applicable or Relevant and Appropriate Requirements (ARARs)** addresses whether an alternative attains specific federal and state environmental requirements and state facility siting requirements or provides grounds for a waiver.

Primary Balancing Criteria

3. **Long-term Effectiveness and Permanence** refers to the degree to which an alternative provides reliable protection of human health and the environment over time.
4. **Reduction of Toxicity, Mobility, or Volume Through Treatment** refers to the degree to which an alternative uses treatment to reduce the health hazards of contaminants, the movement of contaminants, or the quantity of contaminants at the site.
5. **Short-term Effectiveness** addresses the degree to which human health and the environment will be adversely impacted during construction and implementation of an alternative.
6. **Implementability** refers to the technical and administrative feasibility of an alternative. This includes technical difficulties and uncertainties and the

availability of materials and services. It also includes coordination of federal, state, and local government efforts.

7. **Cost** evaluates the estimated capital, operation and maintenance, and indirect costs of each alternative in comparison to other equally protective alternatives.

Modifying Criteria

8. **State Acceptance** indicates whether the state agrees with, opposes, or has concerns about the preferred alternative.
9. **Community Acceptance** includes determining which components of the alternatives interested persons in the community support, have reservations about, or oppose.

The strengths and weaknesses of the alternatives were weighed to identify the alternative providing the best balance with respect to the nine evaluation criteria.

7.1 Overall Protection of Human Health and the Environment

The NCP requires that all alternatives be assessed to determine whether they can adequately protect human health and the environment, in both the short term and long term, from unacceptable risks. These risks can be mitigated by eliminating, reducing, or controlling exposure to hazardous substances, pollutants, or contaminants. Overall protection of human health and the environment draws on the assessments of other evaluation criteria, especially long-term effectiveness and permanence, short-term effectiveness, and compliance with ARARs. Reduction of toxicity, mobility, and volume is another important criterion for this overall evaluation. An overall summary of the criteria, as they relate to protectiveness of human health and the environment, is presented in Table 10.

7.1.1 Alternative No. 1

Of all the alternatives, Alternative No. 1 is the least protective of human health and the environment. Because landfill contaminants would continue to migrate into the groundwater, Alternative No. 1 would not protect groundwater resources nor adequately protect future human exposure to contaminated groundwater. Alternative No. 1 would not comply with ARARs for landfill closure and groundwater protection, which require that landfill contaminants not escape from the landfill into groundwater and other media and require cleanup of groundwater to acceptable levels. Also, Alternative No. 1 would also fail to meet CERCLA Section 121(d), which generally requires groundwater remedies affecting potential drinking water sources to attain drinking water standards.

00575

Table 10
Comparison of Overall Protection of Human Health and the Environment
OII Site Final Record of Decision

Evaluation Criteria	Alternative No. 1	Alternative No. 2	Alternative No. 3	Alternatives No. 4A and 4B
Long-Term Effectiveness and Persistence				
Magnitude of Residual Risk				
Leachate	Med.	Med.	Low	Med.
Groundwater	Med.	Med.	Med.	Med.
Adequacy and Reliability of Controls				
Engineering Controls	Med.	Med./High	Med./High	Med./High
Institutional Controls/Monitoring	Low/Med.	Med.	Med.	Med./High
Resiliency in Toxicity, Mobility, and Volume Through Treatment				
Estimated Volume of Constituents Removed Through Collection/Extraction				
Inorganic Constituents (tons)	2,700	4,800	11,450	(4A) 10,500 (4B) 30,900
Organic Materials (tons)	1,290	2,370	4,780	2,430 2,460
Volatile and Semivolatile Organic Constituents (tons)	40	11	63	12 16
Treatment Residuals Generated (tons)	610	160	1,080	160 - 760 840 - 1,660
Short-Term Effectiveness				
Risk to Community During Implementation	Med.	Med.	Med.	High
Protection of Workers	Med.	Med.	Med.	Med.
Time Until Remedial Objectives Achieved*	4 to 6 years	5 to 7 years	5 to 7 years	5 to 7 years
Environmental Impacts	Low	Low	Low	Low
Compliance with ARARs				
Chemical-Specific ARARs	No	Yes ^b	Yes ^b	Yes ^b
Time Until Chemical-Specific Remedial Goals Achieved- Inorganics	Unknown (many tens of years longer than Alt. No. 2)	Estimated to range from about 50 years in some areas up to 150 years +/- 50 years in other areas	Estimated to range from about 50 years in some areas up to 150 years +/- 50 years in other areas	Estimated to range from about 20 years in some areas up to 60 years +/- 20 years in other areas
Time Until Chemical-Specific Remedial Goals Achieved- Organics	Unknown (many tens of years longer than Alt. No. 2)	Estimated to be less than 50 years	Estimated to be less than 50 years	Estimated to be less than 50 years
Location-Specific ARARs	Yes	Yes	Yes	Yes
Action-Specific ARARs	No	Yes	Yes	Yes

* For groundwater, the times listed only represent the time until remedial objectives are partially met, through institutional controls and perimeter control (except for Alternative No. 1, which does not have perimeter control); remedial objectives would not be fully met until cleanup goals are achieved (cleanup times are given under chemical-specific ARARs).
^b There is a potential that inorganics in the Southwest Area may not meet ARARs in a reasonable time (the estimated range of cleanup times is provided above and in Table 11).

SC010019173.XLS

Each of the alternatives incorporates institutional controls to protect human health. Alternative No. 1 relies on institutional controls to protect human health from exposure to constituents in groundwater for the longest amount of time and over the largest area. This is because the source would not be controlled and would continue to contaminate groundwater. Due to the lack of perimeter liquids control, the extent of the area that would require institutional controls cannot be reliably predicted, nor can the length of time that institutional controls would be required. These uncertainties make implementation of institutional controls for this alternative more difficult than for any other alternative. Accordingly, Alternative No. 1 is less protective of human health and the environment for groundwater than the other alternatives.

7.1.2 Alternative No. 2

Alternative No. 2 would be significantly more protective of human health and the environment than Alternative No. 1 because, by containing contaminants at the landfill perimeter, there would be no further impact to groundwater. Alternative No. 2 would meet landfill closure and chemical-specific ARARs pertaining to the offsite migration of landfill contaminants and to groundwater cleanup (which are not met by Alternative No. 1). The period of time over which institutional controls would be required is substantially less than Alternative No. 1. The area over which institutional controls would be needed would also be substantially less than Alternative No. 1, although it could potentially extend an additional 600 feet up to 1,000 ±500 feet beyond the current extent of contamination. Alternative No. 2 would comply with all ARARs, although there is a potential that groundwater cleanup for inorganic constituents in the Southwest Area may take an excessive amount of time to reach cleanup standards (because of the complex subsurface conditions).

7.1.3 Alternative No. 3

Alternative No. 3 would have similar protectiveness of human health and the environment as Alternative No. 2. For groundwater, Alternative No. 3 would be almost identical to Alternative No. 2 because the perimeter liquids control system will prevent migration of contaminants to groundwater. Institutional controls would be required for the same amount of time and over the same area as Alternative No. 2. Extracting and treating interior leachate may achieve a slightly higher degree of long-term protectiveness and may reduce the magnitude of residual risk from leachate contained within the landfill. However, the large majority of leachate (approximately 87 percent) would remain onsite under this alternative. Removing a portion of the contaminant source may also slightly enhance the effectiveness of the perimeter liquids control system in preventing migration of contaminants to groundwater, because the amount of leachate migrating to the perimeter may be reduced. Therefore, from a contaminant migration perspective, Alternative No. 3 may be slightly more protective of the environment than Alternative No. 2. Alternative No. 3 would comply with all ARARs, except potentially for groundwater cleanup of inorganics in the Southwest Area (as described above for Alternative No. 2).

005424

7.1.4 Alternative No. 4

Alternative No. 4 would provide the same level of long-term protection from exposure to contaminated groundwater as Alternatives No. 2 and No. 3, except for inorganic contamination. It would be more protective overall than the other alternatives because inorganic contamination would not spread and because extraction of contaminated groundwater would enhance natural attenuation of the inorganic contamination. Alternative No. 4 would have the least reliance on groundwater monitoring and institutional controls because its groundwater control component would minimize the size of the contaminated area (and thus the area required for institutional controls). Active extraction of contamination would achieve cleanup standards for inorganic constituents sooner than other alternatives and therefore minimizes the time required for institutional controls (although institutional controls would still be required for up to 60 years +/- 20 years).

Alternative No. 4 would cause significantly increased impacts on the community surrounding the landfill during remedy implementation because of the large-scale construction activities in the adjacent neighborhoods. These include installation of numerous extraction wells and conveyance systems in residential streets. These construction activities would cause significant noise and disrupt traffic patterns. The alternative would also have long-term adverse impacts, including potential leaks or spills of contaminated groundwater, significant ongoing operation and maintenance activities, and ongoing traffic disruptions.

Alternative No. 4 would comply with all ARARs, although, as with Alternatives No. 2 and 3, there is the potential that groundwater cleanup of inorganic constituents in the Southwest Area may take an excessive amount of time (because of the complex subsurface conditions).

As discussed previously, it is possible that all or portions of the Alternative No. 3 interior leachate extraction systems could be incorporated into Alternative No. 4. The combination of interior leachate extraction plus groundwater control/remediation (Alternative No. 4B) would provide the highest degree of protectiveness of human health and the environment of all the alternatives.

7.2 Compliance with ARARs

This section presents a comparison of alternatives with respect to compliance with chemical-specific, location-specific, and action-specific ARARs.

Chemical-Specific ARARs. Chemical-specific ARARs are health- or risk-based numeric values or methodologies that, when applied to site-specific conditions, result in the establishment of numeric values of the acceptable amount, or concentration, of a chemical that may be found in, or discharged to, the ambient environment. Alternative No. 1 would not meet chemical-specific ARARs pertaining to groundwater cleanup. This is because the landfill

source would not be contained and natural attenuation would not effectively reduce either organic or inorganic constituents to cleanup standards within an acceptable time frame. Alternatives No. 2, 3, and 4 would meet chemical-specific ARARs, with the possible exception of inorganic constituents in groundwater in the Southwest Area. Because of the complex groundwater flow conditions and low-permeability formation, there is a potential that inorganic constituents in the Southwest Area may take an excessive amount of time to meet cleanup standards (cleanup of inorganics could require up to 150 +/- 50 years under Alternatives No. 2 and 3 and 60 +/- 20 years in Alternative No. 4). The estimated cleanup times for both organic and inorganic constituents are shown in Table 11 for each of the alternatives.

Location-Specific ARARs. Location-specific ARARs are restraints placed on activities in or impacts on specific areas. It is expected that all of the alternatives would comply with all location-specific ARARs.

Action-Specific ARARs. Action-specific ARARs are technology- or activity-based requirements or standards that apply to specific remedial activities that are conducted as part of the selected remedy. Actions related to the OII Site include construction activities, such as the extraction trench or groundwater extraction wells and leachate collection and treatment systems, and landfill closure requirements. All alternatives involve operation and maintenance of site control systems, and discharges from the treatment systems. With the exception of Alternative No. 1, site control systems in all alternatives could be designed, constructed, and operated to meet federal and state action-specific ARARs. Alternative No. 1 would not meet the federal and state ARARs pertaining to landfill closure, such as the prevention of contaminant migration away from the landfill and protection of groundwater.

7.3 Long-term Effectiveness and Permanence

Long-term effectiveness is evaluated through two criteria: the magnitude of the residual risk remaining after the remedy is implemented and the adequacy and reliability of engineering and institutional controls.

7.3.1 Magnitude of Residual Risk

The magnitude of residual risk is typically gauged by the risks remaining from untreated waste at the conclusion of remedial activities. EPA's guidance on streamlining the remedial investigation/feasibility study for CERCLA municipal landfills recognizes that containment technologies are generally appropriate for landfills containing municipal waste, and that complete treatment of all hazardous constituents (including the landfill contents) is generally

Area	Alternative No. 1	Alternative No. 2 (and Alternative No. 3) ^a	Alternative No. 4 ^b
Organic Constituents			
Northwest Area	Unknown ^c	12	12
Southwest Area - Western LW/SP	Unknown ^c	25	25
Southwest Area - Western Shallow Siltstone	Unknown ^c	33	33
Southwest Area - Southeast	Unknown ^c	43	43
Eastern Area	Unknown ^c	18	18
Inorganic Constituents			
Northwest Area	Unknown ^c	56	20 ^d
Southwest Area ^e	Unknown ^c	About 150 years +/- 50 years	About 60 years +/- 20 years
Eastern Area	NA ^f	NA ^f	NA ^f

^aFor natural attenuation modeling purposes, Alternatives No. 2 and 3 are assumed to have essentially the same impacts on groundwater.

^bAlternatives No. 4A and 4B are the same except for inorganic constituents in the Northwest Area, where the time to MCLs in Alternative No. 4B would be less than 20 years.

^cUsing vinyl chloride in modeling.

^dContaminant levels would not reach MCLs until the landfill source is depleted (many decades). Once the source is gone, the time to reach MCLs would be similar to Alternative No. 2.

^eUsing antimony in modeling. Note that the inorganic modeling was fairly conservative and the times presented may be closer to upper-bound estimates.

^fInorganic model results were obtained from the southeast segment of the Southwest Area. These results are also assumed to be representative of inorganic transport in the other two segments in the Southwest Area. Note that uncertainty in the distribution of inorganic contamination and complexities in the groundwater flow conditions (especially over longer times and with greater distances from the landfill) leads to uncertainty in the simulation results, thus a range of years is shown for inorganic constituents in the Southwest Area.

^gInorganic constituent modeling not performed; primarily organic contamination in the area.

SC010019174.XLS

impracticable. None of the remedial alternatives include removal of the landfill contents, and all of the alternatives use a containment technology to prevent exposure to the contents.

Groundwater Contamination. For Alternatives No. 2, 3, and 4, it has been estimated that the magnitude of residual site-related risk in groundwater will be significantly reduced through perimeter liquids control; natural attenuation; and, for Alternative No. 4, control of groundwater beyond the landfill perimeter. Alternative No. 3 could slightly reduce the residual risk to groundwater over Alternative No. 2 by enhancing effectiveness of the perimeter liquids control system. The potential reduction is only considered slight, because the perimeter liquids control system would still inhibit migration of mobile contaminants to groundwater even if they were not actively extracted from the waste prism. Because the cleanup standards would be met in a shorter time-frame under Alternative No. 4, the risk reduction would be realized sooner. However, the eventual risk reduction would be the same for all three alternatives. In Alternative No. 1, the magnitude of site-related risk would initially increase because there would be additional influx of contaminants from the landfill to groundwater. Eventually, the site-related risk in groundwater would diminish in a similar fashion as the other alternatives; however, it is estimated that this would take many additional decades under Alternative No. 1.

Even with the site-related contaminants reduced to their cleanup standards, the estimated overall risks in groundwater could still exceed 10⁻⁶ because of naturally occurring levels of inorganic constituents, primarily arsenic, in the OII Site vicinity. However, Alternatives No. 2, 3, and 4 would reduce the site-related risks in an acceptable time frame (with the possible exception of the Southwest Area). Alternatives No. 2, 3, and 4 would be more protective of any future use of or exposure to groundwater in the OII Site vicinity, although there is no currently known use of this groundwater.

Leachate. Varying degrees of residual risk associated with leachate will remain at the landfill, depending on the alternative. Over the 30-year evaluation period, Alternative No. 3 would provide a slightly higher reduction in residual risk from leachate than the other three alternatives because an estimated 13 percent of the total leachate present in the landfill would be actively extracted. The reduction in residual risk would be only slightly higher than the other alternatives because a considerable volume of leachate (about 87 percent of the total) would remain onsite.

7.3.2 Adequacy and Reliability of Controls

This evaluation criterion pertains to the adequacy and suitability of controls that are used to manage treatment residuals or untreated wastes that remain at the site. The main controls used in the alternatives for the OII Site consist of containment or control systems and institutional controls.

00579

Containment, Conveyance, and Treatment Technologies. The technologies included in Alternatives No. 1 through 4 (e.g., perimeter liquids control, leachate extraction, and groundwater extraction) are generally considered adequate and reliable, if properly designed, constructed, monitored, operated, and maintained.

Institutional Controls. All of the alternatives would rely on institutional controls to limit human exposure to potentially contaminated materials, prevent trespassing, and protect the integrity of the landfill closure and remedial action components within the landfill boundary. All of the alternatives would rely on groundwater monitoring and institutional controls to ensure that groundwater is not used until cleanup standards are met. (Again, no current groundwater use is known to occur in the landfill vicinity.) The adequacy and reliability of institutional controls are highly dependent on enforcement and maintenance by state and local regulators and adequate definition of the area of contamination over which institutional controls are required. Institutional controls can be subject to changes in the political jurisdiction, legal interpretations, and the level of enforcement, as well as to changes in the need for water resources. Institutional controls would only be effective with a high degree of certainty in the short term, because regulators of the institutional controls cannot ensure the effectiveness or enforceability beyond a number of years. Therefore, alternatives that rely on institutional controls for shorter time frames and smaller, well-defined areas are generally considered more reliable than those with long time frames and larger, less well-defined areas.

Duration of Institutional Controls. For institutional controls, the primary difference between the alternatives is the duration that the controls would be relied upon, the area over which they would be required, and the degree to which the area can be defined. Table 11 presents a comparison of the time to reach cleanup standards (after which time institutional controls are not necessary). Institutional controls would be required for the longest time in Alternative No. 1 (likely for many tens of years longer than Alternatives No. 2 and 3). For Alternatives No. 2 and 3, the maximum time required for institutional controls could be as high as 150 ±50 years (for inorganic contaminants in the Southwest Area). For Alternative No. 4, institutional controls would be required in the Southwest Area for up to about 60 +/- 20 years.

Area of Institutional Controls. Inorganic exceedances of cleanup standards define the area required for institutional controls, because inorganic constituents have migrated further than organic constituents in the OII Site vicinity. Simulation results used to estimate inorganic contaminant transport are summarized in the following paragraph. Inorganic transport simulation results are somewhat uncertain because of complex transport conditions at the OII Site that are difficult to model and because of uncertainties in the distribution of inorganic contamination.

For Alternative No. 4, groundwater with inorganic contaminants above cleanup standards would be contained at the approximate downgradient extent of currently known contamination. This would define the area requiring institutional controls for Alternative No. 4. In Alternatives No. 2 and 3, the inorganic constituents could potentially travel up to 600 feet (Northwest Area)

or 1,000 +/- 500 feet (Southwest Area) further than the current extent of contamination. This maximum extent would define the area requiring institutional controls for Alternatives No. 2 and 3. In Alternative No. 1, inorganic constituents would not reach equilibrium and stop migrating until after the landfill source was depleted (likely to be many decades). After the landfill source is depleted, the time to reach cleanup standards would be similar to that presented for Alternative No. 2. Because the time until the source is depleted is unknown, the maximum extent of the area requiring institutional controls is not known and cannot be reliably projected. This would create significant challenges in administration of institutional controls under Alternative No. 1. For any of the alternatives, monitoring data could indicate that institutional controls would be required over a larger or smaller area than currently estimated.

Monitoring. All of the alternatives would rely on groundwater monitoring to varying degrees to ensure that institutional controls are adequate to prevent exposure and that engineering control systems are working properly. The OII Site is in a highly complex geologic environment. As a result, detecting contaminant migration may be difficult in some areas. Alternative No. 4 relies on groundwater monitoring the least. Alternatives No. 2 and 3 rely on monitoring considerably more than Alternative No. 4 because of the need to closely monitor the extent of contamination and the progress of natural attenuation. Alternative No. 1 relies on groundwater monitoring much more than the other alternatives for two reasons. First, the magnitude of additional releases from the landfill would need to be monitored to determine if offsite conditions were deteriorating significantly. Second, extensive offsite groundwater monitoring would be needed to determine how far that the uncontrolled groundwater contamination was migrating for implementation of institutional controls.

7.4 Reduction of Toxicity, Mobility, and Volume Through Treatment

This evaluation criterion addresses the statutory preference for selecting remedial actions that permanently and significantly reduce toxicity, mobility, or volume through treatment. This criterion is evaluated through treatment processes used and materials treated; the amount of hazardous materials destroyed or treated; expected reductions in the toxicity, mobility, and volume; irreversibility of the treatment; and the type and quantity of treatment residuals.

Because of uncertainties in the location, quantity, and flow characteristics of leachate within the landfill, it is not possible to estimate with certainty the total (or percentage) volume of leachate removed from the landfill for each of the alternatives. It is also not possible, primarily due to uncertainties in the distribution of groundwater contamination, to precisely evaluate the percentage of contaminants removed from the aquifer. However, based on estimated treatment plant influent flow rates and concentrations, quantities of constituents removed through collection/extraction can be estimated.

08580

Table 12 presents the anticipated mass of organics and inorganics removed through collection/extraction of liquids in each alternative. Similarly, Table 13 presents the estimated mass of treatment residuals generated at the onsite treatment facilities. These numbers are adequate for comparative purposes, although they likely overestimate the total magnitude of mass removed and residuals generated over the 30-year period. EPA assumed, in estimating these mass values, that the quantity and quality of inflow to the treatment plant would remain constant over the 30-year treatment period. However, it is likely that the quantity of liquids and the influent concentrations would eventually decrease over time in the perimeter liquids control system (Alternatives No. 2, 3, and 4), interior leachate extraction wells (Alternatives No. 1 and 3), and groundwater extraction system (Alternative No. 4).

As shown in Table 12, Alternative No. 3 would remove significantly larger volumes of volatile organic compounds and semivolatile organic compounds (1.5 to 6 times more) than the other alternatives due to interior leachate extraction. Alternative No. 4B would remove the largest volume of inorganic constituents (2.7 to 11 times more than the other alternatives). If the option that incorporates Alternative No. 3 into Alternative No. 4 were considered, it would result in the largest volume of constituents removed (this option is not represented in Table 12).

Alternatives No. 2 and 4A with the sanitary sewer discharge option generate the least treatment residuals (Table 13). Alternatives No. 2 and 4A generate between 3.8 times less treatment residuals (than Alternative No. 1) and 10.3 times less treatment residuals (than Alternative No. 4B aquifer injection, irrigation, or surface water discharge options).

All of the alternatives would use the existing leachate treatment plant to treat landfill liquids to County Sanitation Districts of Los Angeles County discharge standards. The treatment processes would not remove all landfill liquid contaminants, as this is not required by the discharge standards. However, those constituents remaining in the treated water would be further treated at County Sanitation Districts of Los Angeles County sanitary sewer treatment facilities using an activated sludge process. This treatment would remove most of the organic and inorganic constituents. The treatment performed at both the onsite leachate treatment plant and the County Sanitation Districts of Los Angeles County sanitary sewer facilities would be irreversible.

7.5 Short-term Effectiveness

Several factors are addressed in evaluating short-term effectiveness of the remedial alternatives, including potential short-term risk to the community during implementation, threats to workers during remedial actions, and potential adverse environmental impacts from construction and implementation.

Table 12
Comparisons of Contaminants Removed Through Liquids Collection/Extraction
Reduction in Toxicity, Mobility, and Volume of Contaminants Through Treatment
OII Site Final Record of Decision

Alternative	Total Flow Rate (gpm)	Alternative-Specific Flow Rate (gpm)	Volatile and Semivolatile Organic Constituents		Total Organic Materials*		Total Inorganic Constituents*	
			Annual (tons/yr)	30-Year Total [†] (tons)	Annual (tons/yr)	30-Year Total [†] (tons)	Annual (tons/yr)	30-Year Total [†] (tons)
1	5.5	5.5	1.3	40	43	1,290	93	2,790
2	135	135	0.4	11	79	2,370	160	4,800
3 [‡]	155	20.5	4.6	63	230	4,780	620	11,450
4A [§]	501	366	0.4	12	81	2,430	350	10,500
4B [¶]	755	620	0.5	16	82	2,460	1,030	30,900

* Organic (humic) materials removal was calculated based on the influent TOC. Inorganic constituent removal was calculated based on the estimated influent TDS (for Alternatives No. 2 and 4 an assumed baseline TDS of 500 mg/L was subtracted from the influent TDS in the calculation).

[†] Assumes that the estimated flow rates and influent concentrations remain constant throughout the 30-year period, except for Alternative No. 3 where the assumed flow rate decreases over time in the same manner as described for the casing (5 years at 20.5 gpm, 10 years at 10.25 gpm, and 15 years at 2 gpm).

[‡] The Alternatives No. 3 and 4 annual and 30-year totals incorporate the Alternative No. 2 values.

00581

Table 13
Comparisons of Treatment Residuals Generated^a
Reduction in Toxicity, Mobility, and Volume of Contaminants Through Treatment
OII Site Final Record of Decision

Alternatives	Total Flow Rate (gpm)	Alternative-Specific Flow Rate (gpm)	Waste Sludge		Waste Granular Activated Carbon	
			Annual (ton/yr)	30-Year Total ^b (tons)	Annual (ton/yr)	30-Year Total ^b (tons)
1	5.5	5.5	17	510	3.5	100
2	135	133	2.0	60	3.3	100
3 ^c	155	20.5	72	880	9.5	200
4A - Sewer Discharge ^d	501	366	2.0	60	3.3	100
4A - Aquifer Discharge ^d	501	366	17	510	8.3	250
4A - Surface Water/Irrigation Discharge ^d	501	366	17	510	8.3	250
4B - Sewer Discharge ^d	755	620	15	450	13	390
4B - Aquifer Discharge ^d	755	620	42	1,260	13	400
4B - Surface Water/Irrigation Discharge ^d	755	620	42	1,260	13	400

^a The treatment residuals generated are primarily from organic material.
^b Assumes that the estimated flow rates and influent concentrations remain constant throughout the 30-year period, except for Alternative No. 3 where the assumed flow rate decreases over time in the same manner as described for the costing, 6 years at 20.5 gpm, 10 years at 10.25 gpm, and 15 years at 7 gpm.
^c The Alternatives No. 3 and 4 annual and 30-year totals incorporate the Alternative No. 2 values.

SC01001976.XLS

Risk to Community During Remedial Action Implementation. Effects on the community during remedial actions are related to risks that result from implementation, such as dust during excavation or construction, increased vehicular traffic, air quality impacts from the release of gas, and noise.

Because there are no significant components to construct, Alternative No. 1 would have the fewest short-term, construction-related impacts. Installation of the perimeter liquids control system in Alternative No. 2 would slightly increase noise, dust, and vehicular traffic. Construction activities would primarily be onsite. Releases of landfill gas to the atmosphere could occur during excavation of the extraction trench but should not pose a risk to the community due to monitoring and implementation of mitigation measures to reduce emissions, as necessary. Effects to the community under Alternative No. 3 would be similar to, or slightly increased over, Alternative No. 2 because of installation of extraction wells within the waste prism.

Alternative No. 4 would present significantly greater impacts to the community because of the large-scale construction activities associated with installation of numerous extraction wells and conveyance systems throughout the surrounding neighborhoods. The greatest impacts would be in residential neighborhoods in the Southwest Area, where construction activities would occur in streets, sidewalks, and driveways. These activities are expected to cause significant increases in noise and dust from drilling and trenching operations, as well as significant disruptions to traffic flow patterns. There is also the potential for spills or leaks of contaminated groundwater in the neighborhoods under this alternative.

Protection of Workers During Remedial Action. There is a potential for adverse health effects on workers from exposure to hazardous substances during construction of any of the alternatives. If activities adhere to the site-specific health and safety plan and all regulatory requirements, this potential is minimized. Alternative No. 3 has a greater risk of exposure than the other alternatives because of the extensive installation of leachate extraction wells into the waste prism.

Construction-related accidents and injuries would likely increase in proportion to the amount of activities. As such, Alternative No. 4 has the most construction activities and thus would have the highest potential for accidents and injuries. Alternative No. 1 has the least construction of the alternatives and therefore would likely result in the fewest accidents and injuries. Alternatives No. 2 and 3 are fairly similar in the magnitude of construction, although Alternative No. 3 does add extraction wells and conveyance systems for interior leachate extraction. These two alternatives have significantly more construction than Alternative No. 1 and significantly less construction than Alternative No. 4.

Time Until Remedial Action Objectives Are Achieved. In general, the remedial action objectives relate to protection of human health and the environment by preventing exposure to

00582

landfill-related contaminants and preventing the release of landfill-related contaminants to the media of concern.

Short-term remedial action objectives for groundwater would be met when institutional controls, which reduce the potential for exposure, were activated.

Long-term (permanent) remedial action objectives for groundwater would be met when groundwater contaminant levels, through a combination of natural attenuation, perimeter liquids control, and control of groundwater beyond the landfill boundary (depending on the alternative), reach cleanup standards and institutional controls are no longer necessary. EPA used modeling of contaminant transport and the natural attenuation processes to estimate the approximate time to reach cleanup standards and the distance contamination would travel during that time. These results should be viewed only as tools for comparing and contrasting the relative merits of each alternative. In general, the modeling is somewhat conservative and likely gives values that are closer to upperbound estimates for times and distances (especially for inorganic constituents). Local variability in the landfill source or hydrogeologic parameters may result in contaminants actually reaching cleanup standards sooner or later and migrating shorter or longer distances than predicted by the model.

Table 11 shows the estimated times until cleanup standards are achieved based on the simulation results. As shown in the table, the time to reach cleanup standards in Alternative No. 1 is unknown. However, the time will likely be many decades longer than the times estimated for Alternatives No. 2, 3, or 4. There is a considerable reduction in the time to meet cleanup standards for inorganic constituents in groundwater in Alternative No. 4 (ranging from 20 to 60 +/- 20 years) compared to Alternatives No. 2 and 3 (ranging from 56 to 150 +/- 50 years). EPA's modeling indicates that there would be no differences in the time to meet cleanup standards among Alternatives No. 2, 3, and 4 for organic constituents.

Environmental Impacts. Potential environmental impacts associated with remedy implementation include releases of landfill gas to the air, soil erosion and silt buildup, and loss of wildlife habitat. Potential landfill gas releases and erosion and siltation impacts can be mitigated through proper placement of control measures and regular inspection during construction to maintain their effectiveness. Overall, all the alternatives are considered to have equal construction-related environmental impacts.

7.6 Implementability

This evaluation criterion addresses the technical feasibility, the availability of services and materials, and the administrative feasibility of each of the alternatives. The technical feasibility includes the ability to construct and operate the technology and the relative ease of undertaking the remedial action and the ability to monitor its effectiveness. The availability of services and materials addresses the availability of the necessary equipment, technologies, services, and

other resources to construct the remedial action. The administrative feasibility considers the activities needed to coordinate and obtain approvals from other agencies.

Technical Feasibility. All of the alternatives are technically feasible and implementable. Fairly standard and proven construction techniques could be used to install the remedial components associated with the alternatives. The remedial measures could employ technologies, services, and materials that are proven, reliable, and generally available; no significant technical difficulties are anticipated for construction of the remedial components. The analysis of individual alternatives, described below, identifies some issues to be clarified.

Alternative No. 1 would be the easiest to implement because it requires the fewest construction and operational elements. Alternatives No. 2, 3, and 4 all include the installation of a perimeter liquids control system around portions of the landfill. Construction of an extraction trench and installation of extraction wells may be difficult because of existing belowgrade utilities, buried refuse along the trench alignment, and limited access between the landfill and the perimeter of the site. These difficulties may increase costs; however, the cost increase would be the same for all three alternatives.

Alternative No. 3 includes installation of extraction wells within the landfill. Some construction difficulties are anticipated, but wells are implementable. Landfill gas and leachate extraction wells have previously been installed into the landfill and pumped at the OII Site. It may be difficult to locate the extraction wells in the desired locations because of access difficulties. Because of the increased construction and operation issues associated with these wells, Alternative No. 3 is considered to be slightly less implementable than Alternative No. 2.

Alternatives No. 4A and 4B are considered the most difficult to implement, given the significant construction and operational requirements associated with the offsite extraction and conveyance systems. Construction in the residential areas adjacent to the landfill would require considerable more accommodation and coordination with local residents. Anticipated significant construction difficulties include access and availability of rights-of-way, presence of buried utilities, proximity to homes, and extensive disruption to the community.

Availability of Services and Materials. All alternatives could employ technologies that have proven reliable either at the OII Site or other sites. The equipment and personnel necessary to design and construct the alternatives are considered generally available for projects of this magnitude from a number of contractors, although some specialty contractors would likely be needed. All alternatives are considered approximately equal when considering the availability of services and materials.

Administrative Feasibility. All alternatives would require administrative effort, including implementation of institutional controls and coordination with other offices and agencies. Institutional controls are discussed above. In summary, institutional controls would be the most difficult to implement in Alternative No. 1 because the maximum extent of the inorganic

00583

contamination (and thus the area requiring institutional controls) is unknown, and the institutional controls would be required for the longest time. The institutional controls would be the easiest to implement in Alternative No. 4 because the area requiring institutional controls matches the current extent of contamination, and the controls would be needed for the shortest time. Institutional controls would be slightly more difficult to administer under Alternatives No. 2 and 3 than under Alternative No. 4.

Outside of institutional controls, Alternative No. 1 is considered the easiest to administratively implement. The existing leachate treatment plant already has a discharge permit, and the remaining permits or approvals are not anticipated to require significant coordination among the approval agencies.

Alternatives No. 2 and 3 would use the existing treatment plant to treat additional quantities of landfill liquids collected at the perimeter or from within the landfill. These alternatives also assume discharge to the sewer. A revision to the existing discharge permit would be needed to address the increased volume of liquids to be discharged.

Alternatives No. 4A and 4B would require the construction of extraction wells and conveyance systems in offsite areas. Gaining access and approval for the construction may prove problematic and cause significant delays. In the event voluntary access could not be acquired, access to the private properties would be sought through legal mechanisms, potentially a time-consuming and relatively unpredictable process. In addition, these alternatives would require extraction and discharge of significant amounts of groundwater. Acquisition of the necessary permits to pump and discharge the groundwater may be difficult. These activities would require considerable coordination with the Regional Water Quality Control Board and the water districts that oversee water rights. Because of these reasons, Alternatives No. 4A and 4B would be the most difficult to implement administratively.

7.7 Cost

A summary of estimated costs for the four alternatives is presented in Table 14. The table breaks down the capital, operation and maintenance, and net present worth cost estimates by costs common to all alternatives (interim operations and maintenance) and those costs that are alternative-specific. An overview of the cost analysis performed, as well as detailed cost breakdowns for each alternative, are presented in the Feasibility Study Report (EPA, 1996).

A cost component common to all alternatives is the interim operation and maintenance costs to operate the site for an estimated 5 years while the systems required by the Gas Control and Cover ROD and new systems required by this ROD are being implemented. This component totals \$46,350,000. The Feasibility Study Report (EPA, 1996) provides additional detail on the derivation of this cost.

Table 14
Comparison of Costs
(in thousands)

Oil Site Final Record of Decision

Alternative	Capital Cost	Annual O&M	Interim O&M	Net Present Worth		
				Capital Cost	Present Worth O&M	Total Net Present Worth
1	\$ 2,800	\$ 6,030	\$ 46,350	\$ 2,800	\$ 92,700	\$ 142,000
2	\$ 17,800	\$ 6,380	\$ 46,350	\$ 17,800	\$ 97,800	\$ 162,000
3	\$ 25,500	\$ 7,850	\$ 46,350	\$ 25,500	\$ 120,700	\$ 193,000
4A - Sewer Discharge	\$ 30,100	\$ 8,680	\$ 46,350	\$ 30,100	\$ 133,400	\$ 210,000
4A - Aquifer Discharge	\$ 35,600	\$ 10,360	\$ 46,350	\$ 35,600	\$ 159,300	\$ 241,000
4A - Surface Water Discharge	\$ 35,000	\$ 10,550	\$ 46,350	\$ 35,000	\$ 162,200	\$ 244,000
4A - Irrigation Discharge	\$ 35,600	\$ 10,590	\$ 46,350	\$ 35,600	\$ 162,800	\$ 245,000
4B - Sewer Discharge	\$ 34,900	\$ 9,510	\$ 46,350	\$ 34,900	\$ 146,200	\$ 227,000
4B - Aquifer Discharge	\$ 46,200	\$ 12,210	\$ 46,350	\$ 46,200	\$ 197,700	\$ 290,000
4B - Surface Water Discharge	\$ 43,700	\$ 12,190	\$ 46,350	\$ 43,700	\$ 187,400	\$ 277,000
4B - Irrigation Discharge	\$ 44,300	\$ 12,230	\$ 46,350	\$ 44,300	\$ 188,000	\$ 279,000

00584

As shown in Table 14, the operation and maintenance costs are by far the largest portion of the estimated costs for each alternative. As would be expected, Alternative No. 4 has the highest alternative-specific capital cost, annual operation and maintenance costs, and net present worth costs. The estimated Alternative No. 4 net present worth costs range from \$210 to \$279 million, depending on the extraction and discharge option (Table 14). Alternative No. 1 has the lowest estimated total net present worth cost, \$142 million. Alternative No. 2, at \$162 million, costs an additional \$20 million over Alternative No. 1. Alternative No. 3 costs an estimated \$193 million, an additional \$31 million over Alternative No. 2. As described throughout Section 7, significant additional benefits would be realized in choosing Alternative No. 2 over Alternative No. 1, at an additional cost of around \$20 million (a 14 percent increase). On the other hand, substantial additional benefits are not apparent in choosing either Alternative No. 3 or 4 over Alternative No. 2, at an estimated increase in costs of between \$31 and \$119 million.

Certain components of the cost estimates may include overlap with costs associated with the Gas Control and Cover ROD. As implementation of both this remedy and landfill gas control and landfill cover systems progresses, there would likely be opportunities to realize cost savings over the estimates presented herein, particularly if the same entity is implementing both components and the design and implementation of both is occurring concurrently.

7.8 State Acceptance

In a letter dated September 6, 1996, the State of California (Cal-EPA Department of Toxic Substances Control) concurred with EPA's selected remedy for the OII Site.

7.9 Community Acceptance

EPA received 10 sets of comments from individuals, organizations, and agencies on EPA's Remedial Investigation, Feasibility Study, and Proposed Plan for this remedy at the OII Site. These comments, and EPA's responses to the comments, are presented in the Responsiveness Summary in Part II of this ROD.

Some of the comments received from the community expressed support for EPA's proposed remedy; others did not. Several of the commentors recommended that EPA select remedial Alternative No. 3. EPA has determined that the preferred alternative presented in the Proposed Plan (Alternative No. 2) is the most appropriate remedy and provides responses to those commentors that preferred other alternatives in the attached Responsiveness Summary.

8.0 Selected Remedy

After considering CERCLA's statutory requirements, the detailed comparison of the alternatives using the nine criteria, and public comments, EPA, in consultation with the State of California, has determined that the most appropriate remedy for the OII Site is Alternative No. 2: Perimeter Liquids Control. The selected remedy addresses liquids control and contaminated groundwater as well as long-term operation and maintenance of environmental control facilities at the landfill. Liquids will be controlled at the landfill perimeter to prevent migration of contaminants to groundwater. Contaminated groundwater currently beyond the landfill perimeter will be allowed to naturally attenuate over time. This remedy meets the two Superfund threshold evaluating criteria, overall protection of human health and the environment and compliance with ARARs, and provides the best balance of the remaining Superfund evaluation criteria. The major components of the selected remedy for this action include:

- Installation of a perimeter liquids control system in areas where contaminants are migrating from the landfill at levels that cause groundwater to exceed performance standards. Contaminated groundwater currently beyond the landfill perimeter would be reduced to below cleanup standards through natural attenuation.
- Conveyance of the collected liquids to the existing onsite treatment plant.
- Onsite treatment of collected liquids using the existing leachate treatment plant, modified as necessary, to handle the new liquids. Discharge of treated liquids to the County Sanitation Districts of Los Angeles County sanitary sewer system.
- Implementation of a monitoring and evaluation program to ensure that natural attenuation of the contaminated groundwater is progressing as anticipated, to ensure that perimeter liquids control system performance standards are being met, and to detect future releases of contaminants from the landfill.
- Establishment of institutional controls to ensure appropriate future use of the OII Site and to restrict groundwater use in the immediate vicinity of the OII Site. The institutional controls will supplement the engineering controls to prevent or limit exposure to hazardous substances.
- Interim operation and maintenance of existing site activities (gas extraction and air dike, leachate collection, leachate treatment, irrigation, access roads, stormwater drainage, site security, slope repair, and erosion control), except to the extent that they are addressed under the Gas Control and Cover ROD.

00585

- Long-term operation and maintenance of all facilities and environmental control components at the OII Site, excluding those covered under the Gas Control and Cover ROD.

Figure 18 shows some of the conceptual components of the selected remedy.

These measures are in addition to EPA's previous decision to build and operate a landfill gas migration control system, landfill cover, and surface water management system, as outlined in the Gas Control and Cover ROD. These components are not reselected or modified in this ROD, and remedial design of these systems is already underway. The selected remedy, in conjunction with the Gas Control and Cover ROD, addresses all contaminated media at the OII Site.

EPA will review the selected remedy no less often than every 5 years after the initiation of the remedial action to ensure that human health and the environment are being protected by the implemented remedy. As part of the review, EPA will evaluate whether the performance standards specified in this ROD remain protective of human health and the environment. EPA will continue reviews until no hazardous substances, pollutants, or contaminants remain at the OII Site above levels of concern for human health and the environment.

The following sections describe the remedial objectives and performance standards for the various components of the selected remedy. Using performance standards, rather than specifying particular technologies or actions, allows for more flexibility during remedial design and remedial action. This approach can be much more efficient and cost-effective in instances where uncertain or variable conditions are present, such as the subsurface conditions around portions of the OII Site.

8.1 Perimeter Liquids Control Component

The remedial action objective of the perimeter liquids control component of the selected remedy is to prevent migration of contaminants from the landfill to groundwater at levels that impair water quality and/or represent a potential threat to human health and the environment. The technologies necessary to achieve this objective and comply with the performance standards described below will be selected during remedial design.

8.1.1 Performance Standards and Point of Compliance

Perimeter liquids control will be required in areas where contaminants migrate from the landfill at levels causing groundwater to exceed chemical performance standards. The chemical performance standards for perimeter liquids control for each contaminant of

concern are shown in Table 15. The list of contaminants of concern presented in Table 15 has been selected from the list of chemicals of potential concern from the Baseline Risk Assessment (Table 3), based on additional evaluation of groundwater monitoring data. These standards have been set based on ARARs (state or federal drinking water MCLs, to the extent that they are above baseline), as available. If an MCL is not currently available for a specific contaminant of concern, health-based criteria have been used for the performance standards. Compound-specific health-based criteria are based on either a cancer risk of 1×10^{-6} or a noncancer hazard index of 1.

There are several segments around the landfill perimeter where available groundwater monitoring data indicate that performance standards are being exceeded. These areas include:

- Along the northwestern perimeter of the South Parcel in the vicinity of Well CDD-13, to a depth of approximately 70 feet
- Along the northwestern perimeter of the South Parcel in the vicinity of Well OI-24B, at a depth of approximately 130 to 150 feet
- Along the northwestern perimeter of the South Parcel in the vicinity of Wells OI-19A and OI-19C, to a depth of approximately 180 feet
- Along the northeastern perimeter of the South Parcel in the vicinity of Well OI-20A, to a depth of approximately 170 feet
- Along the western perimeter of the South Parcel between Wells PE-3 and PE-7, to a depth of approximately 200 feet
- Along the western perimeter of the South Parcel in the West Aquifer in the vicinity of Well OI-18B, at a depth of approximately 280 to 300 feet
- At the southwestern corner of the South Parcel between Wells OI-53P and OI-50A to a depth of approximately 80 feet
- Along the southern boundary of the South Parcel between Wells OI-16A and PE-13 to a depth of approximately 175 feet

Perimeter liquids control is required in each area where groundwater exceedances of performance standards have been confirmed or are confirmed in the future. At a minimum, perimeter liquids control is required in the aforementioned areas. The remedial design

Table 15
Perimeter Liquids Control Chemical Performance Standards and Groundwater Cleanup Standards
Off Site Final Record of Decision

Contaminant of Concern	State or Federal ARA ⁶ (ug/L)	Health-Based Concentration (ug/L)	Selected Performance Standard and Cleanup Standard (ug/L)
ORGANICS			
1,1,1-Trichloroethane	200	1,473	200
1,1,2-Trichloroethane	5	0.32	5
1,1-Dichloroethane	5	1,000	5
1,1-Dichloroethylene	6	0.07	6
1,2,4-Trichlorobenzene	70	23	70
1,2-Dichlorobenzene	600	464	600
1,2-Dichloroethane	0.5	0.2	0.5
1,2-Dichloroethylene, cis-	6	77	6
1,2-Dichloroethylene, trans-	10	153	10
1,2-Dichloropropane	5	0.26	5
1,3-Dichloropropane, cis-	0.5	0.13	0.5
1,3-Dichloropropane, trans-	0.5	0.13	0.5
1,4-Dichlorobenzene	5	0.72	5
1,4-Dioxane		1.6	1.6
2-Butanone		2,464	2,464
4-Methyl-2-pentanone		198	198
Acetone		768	768
Alutn		0.0005 ⁷	0.0005 ⁷
Benzene	1	57.98	1
BHC, beta-		0.05	0.05
BHC, gamma-(Lindane)		0.06	0.2
bis(2-Ethylhexyl)phthalate	4	5.6	4
Butybenzylphthalate	100	6,034	100
Carbon tetrachloride	0.5	0.25	0.5
Chlordane	0.1	0.06	0.1
Chlorobenzene	70	51	70
Chloroform	100	0.27	100
Di-n-octylphthalate		9.3	9.3
Dibromochloromethane	100	1.0	100
Endrin	2	10	2
Ethylbenzene	700	704	700
Heptachlor	0.01	0.02	0.01
Heptachlor epoxide	0.01	0.01	0.01
Methoxychlor	40	162	40
Methylene chloride	5	6.2	5
Pentachlorophenol	1		1
Styrene	100	0.01	100
Tetachloroethylene	5	0.74	5
Toluene	150	683	150
Trichloroethylene	5	2.1	5
Trichlorofluoromethane	150	1,641	150
Vinyl chloride	0.5	0.03	0.5
Xylenes, total	1,750	1,855	1,750
INORGANICS			
Aluminum	1,000	36,500	1,000
Ammonia		35,405	35,405

Table 15
Perimeter Liquids Control Chemical Performance Standards and Groundwater Cleanup Standards
Off Site Final Record of Decision

Contaminant of Concern	State or Federal ARA ⁶	Health-Based Concentration	Selected Performance Standard and Cleanup Standard
Arsenic	6	15	6
Barium	1,000	2,555	1,000
Beryllium	4	0.02	4
Cadmium	5	18	5
Chromium VI	50	183	50
Chromium III	1,300	36,500	1,300
Copper	200	1,351	200
Cyanide	1,990 ⁸	730	1,990 ⁸
Fluoride	15	2,190	15
Lead		1830 ⁹	1830 ⁹
Manganese	2	11	2
Mercury	100	730	100
Nickel	10,000	88,400	10,000
Nitrate (As NO ₃)	1,000	3,650	1,000
Nitrite (as N)	50	183	50
Thallium	4 ¹		4 ¹
Vanadium		256	256
Zinc		10,950	10,950

Present analytical techniques are limited to 0.05 ug/l. This value may need to be adjusted in the future if analytical techniques do not improve.
These values are baseline concentrations as presented in the Draft Remedial Investigation Report (EPA, 1994c). These baseline concentrations are higher than their respective MCL. Therefore, in accordance with Title 22, CCR, Section 6024.94, the baseline concentrations are used.
This value has been adjusted from the one presented in the Risk Assessment appendix (Appendix B) of the Feasibility Study Report (EPA, 1998) because of newer reference dose data.
The most stringent of either the state or Federal MCL is listed.

investigation must be sufficient to identify any additional areas where groundwater exceeds performance standards.

In accordance with the ARARs (presented in Section 9), the point of compliance is at the downgradient boundary of the waste management unit. The monitoring points to be used to determine compliance shall be identified during remedial design. Hydraulic control, or potentially other measures acceptable to EPA, must be used to demonstrate that the perimeter liquids control system is complying with the remedial action objective. In areas that do not have groundwater contaminant concentrations in excess of the chemical performance standards, compliance will be demonstrated by continued detection monitoring to ensure that future releases resulting in groundwater concentrations above the chemical performance standards do not occur.

The perimeter liquids control system will need to operate until releases are no longer occurring that cause groundwater concentrations in exceedance of chemical performance standards or, if the perimeter control system uses hydraulic control, until liquids are no longer present in the perimeter liquids control system. If portions of the perimeter liquids control system meet these requirements, those portions could be shut down while other portions continue to operate.

8.1.2 Contingency Measures

If the perimeter liquids control system is not demonstrated to be effective, appropriate measures shall be taken to bring the system into compliance. Examples of such measure may include, but are not limited to, any of the following, subject to approval by EPA: more closely spaced extraction wells to facilitate perimeter liquids control, higher extraction rates to increase hydraulic control, installation of a cutoff well or extraction trench in place of wells, or extraction from inside the waste prism to enhance control. EPA may also determine that more extensive groundwater monitoring is required to ensure that concentrations in groundwater are not increasing.

8.2 Liquids Treatment Component

The existing leachate treatment plant, modified as necessary, shall be used to treat the liquids collected as part of the selected remedy. The treated liquids shall be discharged to County Sanitation Districts of Los Angeles County sanitary sewer system. Based on existing monitoring data collected from the landfill perimeter and the existing industrial wastewater discharge permit issued by County Sanitation Districts of Los Angeles County (CSDLAC, 1994), only minor modifications to the treatment plant would be required. In addition, mitigation measures shall be designed to improve treatment plant aesthetics. However, because the selected remedy will result in increased discharge volumes, the existing permit will need to be modified. If County Sanitation Districts of Los Angeles County changes the

wastewater discharge requirements, more extensive treatment plant modifications may be necessary.

Off-gas or air emissions from the treatment plant shall be conveyed through the existing or a modified foul-air system to the existing flare or the thermal destruction facility (to be constructed under the Gas Control and Cover ROD) for treatment.

8.2.1 Performance Standards and Point of Compliance

The performance standards for effluent from the treatment plant shall be the discharge requirements outlined in the existing discharge permit (Table 16). If County Sanitation Districts of Los Angeles County revises the discharge limits, the new discharge limits shall supersede the performance standards listed in Table 16.

County Sanitation Districts of Los Angeles County shall determine the point of compliance as part of the industrial wastewater discharge permit. Currently, all effluent from the treatment plant is held for batch discharge following testing; the point of compliance is the effluent discharge tank. If continuous discharge is allowed in the revised permit, the point of compliance will likely be the discharge weir.

8.2.2 Contingency Measures

If performance standards cannot be met by the existing plant, additional treatment processes shall be installed, as necessary, to ensure compliance with the performance standards.

8.3 Groundwater

The remedial action objectives for groundwater cleanup under the selected remedy are to reduce contaminant concentrations in groundwater to below cleanup standards through perimeter liquids control and natural attenuation and to prevent exposure to contaminated groundwater through implementation of institutional controls. Institutional controls are discussed below in Section 8.5.1. EPA believes that perimeter liquids control and natural attenuation will be sufficient to reduce concentrations to cleanup standards. However, if that is not the case, EPA will implement contingency measures (described below).

8.3.1 Performance Standards and Point of Compliance

The key element of the groundwater component of the selected remedy is the ability of the groundwater contamination to naturally attenuate. As part of the Feasibility Study, EPA used

00500

00598

Table 16 Effluent Discharge Limits OII Site Final Record of Decision	
Conventional Pollutants	Discharge Limit (mg/L)
pH	>6 pH units
Dissolved Sulfides	0.1
Temperature	140°F
Heavy Metals and Cyanide (Total)	
Arsenic	3
Cadmium	0.69
Chromium	2.77
Copper	3.38
Lead	0.69
Mercury	2
Nickel	3.98
Silver	0.43
Zinc	2.61
Cyanide	1.20
Priority Organics (TAD)	
Oil and Grease (per Method 5520B)	75
Volatile Total Toxic Organics	1.0
Semivolatile Total Toxic Organics	1.0
Total Identifiable Chlorinated Hydrocarbons (TICH)*	Essentially None
Radionuclides	
[Title 17, OCR, Section 30287: Concentration of any radionuclide: 400 pCi/L above background; Total: 1 curie per year.	
*TICH are comprised of: aldrin, dieldrin, chlordane (cis & trans), trans-nonachlor, oxychlordane, heptachlor, and heptachlor epoxide, DDT and derivatives (p, p', and o, p' isomers of DDT, DDD and DDE), endrin, HCH (sum of a, b, g, d, isomers of hexachlorocyclohexane), toxaphene, polychlorinated biphenyls.	

an analytical model to evaluate the effect of natural attenuation on reducing groundwater contaminant concentrations. Although the numbers generated by the model are not expected to be extremely precise, they do provide a rough guideline with which to evaluate the progress of natural attenuation. Thus, the performance standard for the groundwater component of the selected remedy is for contaminant concentrations in groundwater to be reduced to below the cleanup standards (Table 15) through natural attenuation in accordance with the approximate times and distances provided in Table 17.

Table 17 provides estimates of approximate natural attenuation times and migration distances for both organic and inorganic constituents in different areas and units around the OII Site. Table 17 indicates areas that were not specifically modeled by EPA; the values presented are extrapolated from other areas that were modeled. In these cases, additional evaluation during remedial design may be warranted. Additional definition of some of the groundwater plumes may also be necessary during remedial design.

In accordance with the ARARs (presented in Section 9), the point of compliance is at the downgradient boundary of the waste management unit. EPA shall identify the monitoring points to be used to determine compliance during remedial design. Groundwater cleanup standards identified in Table 15 shall be attained in groundwater at the point of compliance.

Groundwater monitoring and evaluation shall be performed to determine if natural attenuation is progressing approximately as predicted. The specifics of the monitoring and evaluation program will be determined during remedial design; at a minimum, this program shall include procedures for well-by-well and plume-wide evaluation, as described below.

For groundwater that is currently contaminated above cleanup standards, statistical methods shall be used to evaluate monitoring data on both a well-by-well basis and a plume-wide basis. If the well-by-well analysis indicates significantly increasing concentrations, additional evaluation will be required and additional monitoring may be necessary in the vicinity of the well.

The plume-wide analysis will be compared to the times and distances provided in Table 17 to ensure that concentrations in the overall plume are reducing as expected and that higher-than-expected downgradient contaminant migration is not occurring. If either of these criteria are not met, more detailed evaluation will be required and contingency measures shall be implemented, if EPA determines that they are necessary. General contingency measures are discussed below.

Any concentration increases in groundwater downgradient of existing contamination should not exceed the time and distance expectations listed in Table 17. Increases that are not in accordance with Table 17 will warrant additional evaluation. Contingency measures shall be implemented if EPA determines that they are necessary.

Area	Organic Constituents ^a		Inorganic Constituents ^a	
	Years	Distance (feet)	Years	Distance (feet)
Northwest Area - Shallow Units	12	0	56	600
Northwest Area - Deeper Units	12 ^b	0	56 ^b	600
Southwest Area - Shallow Units	34 (average) ^c	200	About 150 years +/- 50 years ^d	About 1,000 feet +/- 500 feet ^d
Southwest Area - West Aquifer	34 ^b	200	Not Applicable	Not Applicable
Eastern Area	18	0	56 ^b	600 ^b

^aThese approximate times and distances should be considered as general guidelines for evaluating the progress of natural attenuation and should not be considered as precise time frames for remediation, additional evaluation during remedial design may be warranted. The distances listed refer to distances beyond the current area of contamination (shown in Figure 20).

^bModeling of natural attenuation was not performed specifically for this area; estimated times are extrapolated from other areas. Additional evaluation may be warranted during remedial design in these areas.

^cSimulations were performed in different portions of the Southwest Area and 34 years represents the average of these simulations.

^dNote that uncertainty in the distribution of inorganic contamination and complex groundwater flow conditions (especially over longer times and with greater distances from the landfill) leads to uncertainty in the simulation results, thus a range of years and distances is shown for inorganic constituents in the Southwest Area.

SC01001010E.XLS

For groundwater that is currently not contaminated and not immediately downgradient of existing contamination, cleanup standards should not be exceeded. Confirmed exceedances of cleanup standards in such areas will warrant additional evaluation. Contingency measures shall be implemented if EPA determines that they are necessary.

8.3.2 Contingency Measures

If, during implementation of the selected remedy, it is demonstrated that natural attenuation is not progressing as expected or additional exceedances of cleanup standards are confirmed in previously clean areas, appropriate actions will be required to meet the performance standards. Examples of contingency measures include, but are not limited to, the following, subject to approval by EPA:

- Additional groundwater monitoring to evaluate the significance of further migration
- Enhanced perimeter liquids control in the area(s) of concern
- Expanded institutional controls over a larger area
- Active groundwater remediation measures (e.g., focused groundwater pumping)

If contingency measures represent a significant departure from the selected remedy, a ROD amendment or Explanation of Significant Differences may be appropriate.

8.4 Environmental Monitoring

To ensure that the performance standards are met for all components of the selected remedy for as long as contamination remains onsite, a long-term monitoring program shall be designed and implemented. The monitoring program is intended to meet several objectives, including:

- Assess compliance with the chemical performance standards and cleanup standards
- Monitor the effectiveness of the perimeter liquids control system
- Detect additional releases of contaminants from the landfill
- Monitor the progress of natural attenuation in groundwater
- Monitor effluent chemical concentrations from the treatment plant

Details of the monitoring program shall be described in a monitoring plan to be submitted for EPA approval during remedial design. Additional information on various components of the monitoring program is included above in Sections 8.1 and 8.3, as well as in the following sections.

8.4.1 Detection Monitoring

As described in the ARARs section below (Section 9), a detection monitoring program shall be applied to areas at the landfill perimeter that are currently unaffected by releases. A monitoring plan shall be developed that outlines the list of parameters to be monitored (this list shall, at a minimum, include the contaminants of concern presented in Table 15), and the frequencies for collecting samples and conducting statistical analyses. Sampling shall be scheduled to include the times of expected highest and lowest elevation of the potentiometric surface. The list of parameters shall be selected to provide reliable indication of a release from the landfill.

Perimeter liquids control will be necessary in any area in which groundwater concentrations exceed chemical performance standards. Detection monitoring can be re-established after perimeter liquids control is no longer necessary in that area. Detection monitoring shall continue until the groundwater has been in continuous compliance with the chemical performance standards for a period of 3 consecutive years.

8.4.2 Compliance/Performance Monitoring

Four types of compliance or performance monitoring will be needed as part of the selected remedy. For the perimeter liquids control system, the types of monitoring include:

- Monitoring contaminant concentrations downgradient of the perimeter liquids control system to determine compliance
- Monitoring physical conditions downgradient of the perimeter liquids control system to determine compliance

For natural attenuation, the types of monitoring include:

- Monitoring of the groundwater contamination to evaluate the progress of natural attenuation (as described above in Section 8.3.1)
- Monitoring downgradient of the existing areas of groundwater contamination to ensure that contaminants are not moving at faster rates than predicted (see Section 8.3.1).

A monitoring plan shall be prepared that outlines how each of these types of compliance monitoring will be performed. The monitoring plan shall comply with the ARARs identified in Section 9.3. The monitoring plan shall detail the locations of the monitoring, the frequency of the monitoring, the constituents to be monitored, the types of statistical

evaluations to be performed, and how the monitoring and evaluation results will be used to determine compliance with performance standards.

8.5 Additional Components

This section describes additional components of the selected remedy, including institutional controls, site administration, site security, and operation and maintenance of facilities and environmental control systems.

8.5.1 Institutional Controls

Institutional controls are nonengineering methods that federal, state, local governments, or private parties can use to prevent or limit exposure to hazardous substances, pollutants, or contaminants, to ensure the effectiveness of remedial actions. The selected remedy requires institutional controls both on the landfill and in certain areas beyond the landfill boundary.

Institutional Controls Within the Landfill Boundary. The primary objectives of institutional controls within the landfill boundary are to (1) limit human exposure to potentially contaminated materials, (2) prevent trespassing, and (3) protect the integrity of the landfill closure and remedial action components. Institutional controls within the landfill boundary may include, but are not limited to, deed notices and restrictions on construction that run with the land; access restrictions including, but not limited to, fencing and warning signs; zoning controls; and well restrictions. Institutional controls within the landfill boundary must prohibit all activities and uses that EPA determines would interfere or be incompatible with, or that would in any way reduce or impair the effectiveness or protectiveness of this remedy. Institutional controls shall also be required for site-related facilities outside of the landfill boundary.

Institutional Controls Beyond the Landfill Boundary. Institutional controls must also be implemented to prevent use of contaminated groundwater as a drinking water supply for the duration of the remedy. Institutional controls are required in areas where contaminant concentrations exceed the chemical performance standards or where they are anticipated to exceed performance standards in the future. The exact area where institutional controls will need to be implemented shall be determined during remedial design, as approved by EPA. There are currently no known groundwater wells in use within the areas of groundwater contamination; all residences, businesses, and industrial facilities within the expected area of institutional controls are currently connected to municipal water systems.

Implementation of institutional controls will need to be coordinated with the local Watermasters in the San Gabriel and Central Basins to conform with existing regulations governing groundwater use in both groundwater basins in the OII Site vicinity as both basins

00590

are adjudicated. The strict control on groundwater use should help to implement institutional controls. Coordination with Los Angeles County, which requires permits for well installation, shall also be required. If deemed necessary, local ordinances may also be used to limit installation of drinking water wells.

North Parcel Areas Not Used as a Landfill or for Site-Related Facilities. EPA determined that no landfill-related risks are posed by soils in the areas of the North Parcel not containing landfill-related wastes, nor used for site-related facilities (the "nonlandfill areas"). Therefore, no further action is required for soils in the nonlandfill areas. The Baseline Risk Assessment (presented as Appendix B in EPA, 1996) did identify potential risks associated with nonlandfill-related businesses present on the North Parcel and/or with the adjacent Pomona Freeway. State and local authorities may wish to consider such potential risks when evaluating appropriate use of the nonlandfill areas. Institutional controls and, potentially, engineering controls will be required for contaminated groundwater and, potentially, liquids control on the North Parcel.

8.5.2 Site Administration

The selected remedy incorporates long-term administration of site activities, including management of staff, ordering equipment, and performing other administrative functions to ensure that performance objectives are met. Specific activities shall be determined during remedial design.

8.5.3 Operation and Maintenance of Facilities and Environmental Control Systems

The selected remedy includes operation and maintenance of all facilities and environmental control systems at the OII Site, except for those systems covered by the Gas Control and Cover ROD. These activities, facilities, and environmental control systems include: the perimeter liquids control system, groundwater monitoring system, leachate treatment plant, leachate collection system, gas extraction and air dike system, irrigation system, access roads, stormwater drainage system, site security, slope repair, erosion control, and site operation facilities, except to the extent that these activities, facilities, and systems are addressed by the Gas Control and Cover ROD.

In accordance with ARARs (as presented in Section 9), the existing leachate collection system (or equivalent) will need to be operated until leachate is no longer generated and detected or until it is no longer feasible to operate.

8.6 Cost of the Selected Remedy

The selected remedy was evaluated for cost in terms of capital costs, annual or operation and maintenance, and net present worth cost. Capital costs include the sum of direct capital costs (such as construction materials and labor, equipment, sewer connection fees) and indirect capital costs (such as engineering, legal, construction management). Annual costs include the cost for labor, materials, maintenance, energy, and equipment replacement. Net present worth costs include capital costs plus operation and maintenance costs over a 30-year period. Table 18 summarizes the capital, annual operation and maintenance, and net present worth costs for the selected remedy.

A cost component common to all alternatives is the interim operation and maintenance costs to operate the site for an estimated 5 years while the systems required by the Gas Control and Cover ROD and new systems required by this ROD are being implemented. This component totals \$46,350,000. The Feasibility Study Report (EPA, 1996) provides additional detail on the derivation of this cost.

9.0 Applicable or Relevant and Appropriate Requirements (ARARs)

Section 121(d) of CERCLA, 42 U.S.C. § 9621(d), requires remedial actions on CERCLA sites to attain (or justify the waiver of) applicable, or relevant and appropriate, federal and state environmental or state facility siting requirements. These applicable, or relevant and appropriate, requirements are referred to as "ARARs." Federal ARARs may include requirements promulgated under any federal environmental laws. State ARARs may include include promulgated, enforceable environmental or facility-siting laws of general application that are more stringent or broader in scope than federal ARARs and that are identified by the state in a timely manner. The California Department of Toxic Substances Control, the lead state agency for the OII Site, provided potential State ARARs to the EPA as part of this process.

Applicable requirements are those cleanup standards, standards of control, criteria, or limitations that specifically address conditions, circumstances, or activities at a CERCLA site. Relevant and appropriate requirements are those cleanup standards, standards of control, criteria, or limitations that, while not directly "applicable" to conditions, circumstances, or activities at a CERCLA site, address problems or situations sufficiently similar to those encountered at the site that their use is well suited to the site. A requirement that is not directly applicable must be both relevant and appropriate, based on site-specific factors, to be an ARAR. The criteria for determining relevance and appropriateness are listed in the NCP, 40 CFR § 300.400(g)(2).

00591

00592

Table 18 Selected Remedy Cost Estimate Summary OII Site Final Record of Decision	
DESCRIPTION	Total Cost
CAPITAL COSTS:	
Administration, Institutional Controls, Site Security, and Facility Maintenance:	\$953,000
Perimeter Control System	\$6,099,000
Landfill Liquids Treatment Capital Costs	\$498,000
Sewer Connection Fees	\$301,000
Postconstruction Environmental Monitoring	\$435,000
Subtotal	\$8,274,000
Bid and Scope Contingencies @ 30%	\$2,480,000
TOTAL DIRECT COST	\$10,754,000
Indirect Costs @ 38.5%	\$4,160,000
Alternative No. 2 Remedial Design Investigation	\$2,679,000
TOTAL INDIRECT COST	\$6,840,000
TOTAL CAPITAL COST	\$17,590,000
ANNUAL O & M	
Administration, Inst. Controls, Site Security, and Fac. Maint.	\$2,712,000
Perimeter Control System Maintenance	\$720,000
Landfill Liquids Treatment Operation and Maintenance	\$902,000
Postconstruction Environmental Monitoring	\$858,000
Subtotal	\$4,890,000
Contingencies @ 30%	\$1,470,000
TOTAL ANNUAL O & M	\$6,360,000
Capital Costs	\$17,800,000
Present Worth of O&M (30 yrs @ 5%)	\$97,800,000
Site Operations During Remedy Implementation (5 years assumed)	\$40,350,000
TOTAL SELECTED REMEDY NET PRESENT VALUE	\$161,800,000

Nonpromulgated advisories or guidance issued by federal or state government do not have the status of potential ARARs. Such advisories or guidance, which are termed "To-be-Considered Material," may be used during the cleanup process to further the goal of protecting human health and the environment.

ARARs only include substantive, not administrative, requirements, and pertain only to on-site matters. Any offsite activities must comply with all applicable federal, state, and local laws, including both substantive and administrative requirements.

ARARs are identified on a site-specific basis from information about the chemicals at the site, the actions that may take place at the site, and the features of the site location. There are three general categories of ARARs:

- Chemical-specific ARARs are numerical values or methodologies that, when applied to site-specific conditions, result in the establishment of numerical values. They are used to determine acceptable concentrations of specific hazardous substances, pollutants, and contaminants in the environment. If a chemical is subject to more than one numerical value or methodology, the most stringent is generally selected.
- Location-specific ARARs are restrictions placed on the concentration of hazardous substances, pollutants, or contaminants or the conduct of activities solely because they are in specific locations, such as wetlands or floodplains.
- Action-specific ARARs are technology- or activity-based requirements or limitations on actions taken with respect to hazardous substances, pollutants, or contaminants.

EPA's analysis and identification of chemical-specific, location-specific, and action-specific ARARs for the selected remedy for the OII Site followed EPA guidance, including the CERCLA Compliance with Other Laws Manual (Interim Final), EPA Office of Solid Waste and Emergency Response (OSWER) Directive 9234.1-01, August 1988 (EPA, 1988k), and the CERCLA Compliance with Other Laws Manual: Part II, Clean Air Act and Other Environmental Statutes and State Requirements (Interim Final), OSWER Directive 9234.1-02, August 1989 (EPA, 1989f).

The following sections present the federal and state ARARs identified for this remedy. Federal and state chemical-specific ARARs are discussed in Section 9.1, and are listed in Table 19. Federal and state location-specific ARARs are discussed below in Section 9.2, and are listed in Table 20. Federal and state action-specific ARARs are discussed below in Section 9.3, and are listed in Table 21.

Table 19 Summary of Chemical-Specific ARARs OII Site Final Record of Decision				
Citation	Description of Requirement	ARAR Determination	Comments	
FEDERAL ARARs				
40 CFR § 141, Subparts B and G	Establishes national primary drinking water standards for public drinking water supply systems (Maximum Contaminant Levels, or "MCLs").	Relevant and appropriate	MCLs are relevant and appropriate for groundwater designated as a current or potential source of drinking water where the more stringent maximum contaminant level goals ("MCLGs") are not relevant or appropriate. MCLGs are not appropriate due to the complex hydrogeological setting at the OII Site, the minimal risks of exposure, and the limited potential use of the resource. MCLs for contaminants of concern are listed in Table 15.	
22 CCR § 66264.94 (c)	Requires establishment of groundwater protection standards for waste management units where releases have occurred; concentration limits may be set greater than background (up to the MCL) if it is technically or economically infeasible to achieve background and the proposed limit will not pose a substantial hazard to human health or the environment.	Applicable	EPA selected MCLs that exceed baseline (or health-based limits where no MCLs are set) as the groundwater protection standard, due to the complex hydrogeological setting at the OII Site, the minimal risks of exposure, and the limited potential use of the resource. The groundwater protection standards are listed in Table 15. This requirement is applicable (by reference from 22 CCR § 66265.99) to incineration status facilities at which groundwater remediation is necessary.	
STATE ARARs				
22 CCR §§ 64431, 64444	Establishes California primary drinking water standards for public drinking water supply systems (also known as "MCLs").	Relevant and appropriate where more stringent than federal standard	Specific California MCLs are relevant and appropriate where they are more stringent than federal MCLs. California MCLs that are more stringent than federal MCLs for contaminants of concern are listed in Table 15.	
State Water Resources Control Board Resolution 92-49 III, G	Requires cleanup and abatement of discharges to background water quality, or the best water quality which is reasonable if background levels cannot be restored.	Applicable	Applicable to wastes discharged to waters of the state. EPA selected MCLs that exceed baseline (or health-based limits where no MCLs are set) as the groundwater protection standard, due to the complex hydrogeological setting at the OII Site, the minimal risks of exposure, and the limited potential use of the resource.	
Purser-Cologne Water Quality Control Act § 13370.5; California Government Code § 54739	Pursuant to these authorities, the Los Angeles County Sanitation District issues Industrial Wastewater Discharge permits setting discharge limits for concentration of contaminants, temperature, and volume.	Off-site discharge requirement	Permits are required for discharges to the sanitary sewer, because it is an off-site activity. Discharges must meet pretreatment standards, presented in Table 16. Changes to pretreatment standards, or additional flows over the current permit limit of 24,000 gpd, will require modification of the current permit.	

SCO100192D4.DOC

Table 20 Summary of Location-Specific ARARs OII Site Final Record of Decision				
Location	Citation	Description of Requirement	ARAR Determination	Comments
Within 200 ft of a fault displaced in Holocene time	22 CCR § 66264.18(a)	Prohibits construction of new hazardous waste treatment, storage, or disposal facilities.	Applicable	Several faults have been identified in the area that may have been displaced during the Holocene period (EPA, 1994c).
Seismic Zone	23 CCR § 2547	Requires waste management units to be designed to withstand the maximum credible earthquake without damage to the foundation or to structures that control leachate.	Relevant and appropriate for existing units; applicable for new units	Appropriate seismic protection measures are required for existing leachate collection and treatment units at the OII Landfill. Any new waste management units must be designed to withstand the maximum credible earthquake.
Migratory bird area	16 U.S.C. § 703	Protects species of native birds in the U.S. from unregulated "take," which can include poisoning at hazardous waste sites.	Applicable	OII Landfill provides habitat for protected bird species. The remedial design process will identify any measures necessary to prevent an unregulated "take" of protected bird species.

SCO100192D4.DOC

Table 21 Action-Specific ARARs OII Site Final Record of Decision			
Citation	Description of Requirement	ARAR Determination	Comments
Landfill Maintenance, Closure and Postclosure			
22 CCR § 66265.31	Requires maintenance and operation of facilities to minimize fire, explosion, or release of hazardous substances.	Applicable	The remedial design process will identify appropriate measures consistent with the provisions of this requirement.
22 CCR §§ 66265.32, 66265.33, 66265.34, 66265.37(a), 66265.45, 66265.56(a)-(c), (e)-(f)	Specifies emergency and communications systems for hazardous waste facilities, testing of equipment, and arrangements for emergency support services.	Applicable	The remedial design process will specify appropriate communication and emergency systems consistent with the substantive provisions of these requirements.
22 CCR § 66265.14	Requires security measures sufficient to prevent unknawing or unauthorized entry onto hazardous waste facilities.	Applicable	Substantive provisions are pertinent to OII Site security. Appropriate security measures could include existing or upgraded systems.
14 CCR § 17767(c)	Requires security measures to prevent unauthorized access to closed landfills and monitoring, control, and recovery systems.	Relevant and appropriate	Substantive provisions are pertinent to OII Site security. Appropriate security measures could include existing or upgraded systems.
14 CCR § 17701	Requires operation and maintenance of landfills to prevent public nuisance.	Relevant and appropriate	The remedial design process will identify appropriate measures to prevent public nuisance.
14 CCR § 17706	Requires operation and maintenance of landfills to minimize dust creation.	Relevant and appropriate	The remedial design process will identify appropriate measures to minimize dust creation.
14 CCR § 17707	Requires operation and maintenance of landfills to control vectors (insects, rodents, etc.).	Relevant and appropriate	The remedial design process will identify appropriate measures to maintain vector control.
14 CCR § 17713	Requires operation and maintenance of landfills to control odors.	Relevant and appropriate	The remedial design process will identify appropriate measures to maintain odor control.
22 CCR § 66265.111 (a),(b)	Requires closure to minimize need for further maintenance and to protect human health and the environment from releases of hazardous substances.	Applicable	The remedial design process will identify measures to reduce maintenance and prevent releases consistent with the provisions of this requirement.
22 CCR § 66265.310 (b)(1), and (b)(3) except references to §§ 66265.118 - 120.	Requires facility closure to minimize chance of postclosure release of hazardous waste; facilitate postclosure maintenance, monitoring and emergency response.	Applicable	The remedial design process will identify specific post-closure care measures consistent with the provisions of this requirement.
22 CCR § 66265.95	Establishes the point of compliance for groundwater protection standards as a vertical surface located at the hydraulically downgradient limit of the waste management area.	Applicable	The remedial design process will identify well locations to monitor compliance with the groundwater protection standards consistent with the provisions of this requirement.
22 CCR § 66265.96	Defines the compliance period for groundwater quality as the number of years equal to the active life of the waste management unit. Requires restarting the compliance period if evaluation monitoring is initiated.	Applicable	The remedial design process will specify the compliance period for specified areas consistent with the provisions of this requirement.
22 CCR § 66264.96(c)	Extends groundwater quality compliance period until groundwater protection standard has been met for three consecutive years.	Applicable	This requirement would extend the compliance period if groundwater performance standards are not met by the end of the period specified by 22 CCR § 66265.96. Applicable (by reference from 22 CCR § 66265.99) when groundwater remediation is required at interim status facilities.



Table 21 Action-Specific ARARs OII Site Final Record of Decision			
Citation	Description of Requirement	ARAR Determination	Comments
22 CCR § 66265.98 (a) - (f)	Requires release detection monitoring in areas unaffected by prior releases.	Applicable	The remedial design will specify the elements of a monitoring program consistent with the substantive provisions of this requirement to detect new groundwater performance standard exceedances in areas where no exceedances of groundwater performance standards previously occurred.
22 CCR § 66265.99(a), (b), (e)(1) - (4) and (f) except for references to surface water	Requires evaluation monitoring to assess the nature and extent of any exceedances of groundwater performance standards.	Applicable	The remedial design will specify the elements of a monitoring program consistent with the substantive provisions of this requirement to evaluate the nature and extent of exceedances of groundwater protection standards in groundwater.
22 CCR § 66264.100(d)	Requires water quality monitoring program to measure effectiveness of remediation.	Applicable	The remedial design process will identify the measures necessary to monitor the effectiveness of groundwater remediation. Applicable (by reference from 22 CCR § 66265.99) when groundwater remediation is required at interim status facilities.
22 CCR § 66265.117 (b)-(d) except references to 66265.118, 119 and 120.	Requires post-closure care for 30 years after completion of closure of the interim status hazardous waste management facilities.	Applicable	Post-closure care includes monitoring and maintenance of waste containment systems. EPA may determine that the length of the period may be modified.
Los Angeles Regional Water Quality Control Board Order WDR 96-054 NPDES # CAS614001	Establishes requirements for stormwater discharges from hazardous waste treatment, storage and disposal facilities.	Applicable to on-site discharges; otherwise off-site discharge requirement	Stormwater discharges from the site fall within the scope of the general permit. Stormwater discharges to the sanitary sewer are not included, but are addressed in the Sanitary District permit for the Leachate Treatment Plant.
Landfill Liquids Treatment and Disposal			
22 CCR § 66264.601	Requires location, design, construction, operation, and maintenance of miscellaneous units that treat hazardous waste to ensure protection of human health and the environment.	Applicable to new units; portions applicable or relevant and appropriate to existing units	New units that treat leachate, a listed hazardous waste (F039), must meet these requirements. Requirements for operation, maintenance and closure are relevant and appropriate to existing leachate treatment units.
22 CCR §§ 66264.192, 66264.193(c)-(f), 66264.194, 66264.195, 66264.197	Requires construction, operation, and closure of hazardous waste treatment in tanks to comply specified standards, including secondary containment, inspections, and operating limits.	Applicable to new units; portions applicable or relevant and appropriate to existing units	New treatment tanks that treat leachate, a listed hazardous waste (F039), must meet the substantive provisions of these requirements. Substantive requirements for operation, maintenance and closure are relevant and appropriate to existing leachate treatment tanks.
23 CCR § 2581(c)(2) and (c)(3) except references to surface water	Requires operation of leachate collection and removal systems as long as leachate is generated and detected throughout the post-closure care period.	Applicable	Existing leachate collection systems, or functional equivalents, must be operated to the extent feasible (pursuant to 23 CCR § 2511(d)).
22 CCR § 66265.310(c)(2)	Requires maintenance and operation of leachate collection, removal and treatment system to prevent excess accumulation of leachate during post-closure care period.	Applicable	The remedial design process will identify appropriate measures to prevent excess accumulation of leachate.
22 CCR §§ 66264.1050 - 1063	Sets air emission standards for equipment leaks for units from facilities that contain or contact hazardous wastes with organic concentrations of at least 10 percent by weight.	Applicable	Substantive provisions may be applicable to specified equipment.

Table 21 Action-Specific ARARs OII Site Final Record of Decision			
Citation	Description of Requirement	ARAR Determination	Comments
22 CCR §§ 66264.32, 66264.33, 66264.34, 66265.37(a), 66265.55, 66265.56(a)-(c), (e)-(h)	Specifies emergency and communications systems for hazardous waste facilities, testing of equipment, and arrangements for emergency support services.	Applicable	The remedial design process will specify appropriate communications and emergency systems for the leachate treatment plant consistent with the provisions of these requirements.
Excavation, Construction and Disposal			
22 CCR § 66265.114	Requires equipment, structures and soils to be properly disposed of or decontaminated during closure.	Applicable	The remedial design process will identify procedures to comply with this requirement.
22 CCR § 66265.13	Requires analysis of hazardous waste before transfer, treatment, storage or disposal.	Applicable	Excavation or other management of wastes must meet these requirements.
22 CCR § 66262.34	Allows storage of hazardous waste onsite in containers for up to 90 days.	Applicable	Applicable to wastes managed during implementation or maintenance.
22 CCR §§ 66264.171 - 66264.175, 66264.178.	Requires storage of waste in appropriate containers, and appropriate management and closure of containment areas.	Applicable to new units, relevant and appropriate for existing units	Applicable to wastes managed in containers during implementation or maintenance.
22 CCR § 66264.552 (e)(1) - (4)	Allows redisposal of hazardous wastes generated as part of remediation in designated units	Applicable to new units, relevant and appropriate for existing units	Designated onsite units may receive redispersed wastes from the landfill.
22 CCR § 66264.553 (b),(c)	Allows establishment of temporary tanks and container storage areas for treatment or storage of remediation wastes	Applicable to new units, relevant and appropriate for existing units	Temporary tanks and container storage areas may be established during remediation consistent with this requirement.
SCAQMD Rule 402	Limits discharge of any air contaminant or material that causes injury, detriment, nuisance, or annoyance, or that endangers the comfort, repose, or safety of the public, property, or business.	Applicable	Applies to any activities conducted that generate air contaminants or materials.
SCAQMD Rule 403	Limits downwind concentration of PM-10 from fugitive dust to 100 µg/m ³ above upwind concentration, averaged over 5 hours.	Applicable	Applies to activities generating fugitive dust (i.e. earth-moving, construction/ demolition, or vehicular movement).
SCAQMD Rule 1150	Requires mitigation measures that ensure a nuisance does not occur when buried waste is exposed.	Applicable	Potentially applicable to construction or maintenance activities.

9.1 Chemical-Specific ARARs

The only chemical-specific ARARs that pertain to the selected remedy are those that address water quality. Chemical-specific soil requirements are not pertinent to the selected remedy, as the remedy does not select any response for soil (although action-specific ARARs would apply to management of contaminated soils and wastes necessitated by implementation of the remedy or site maintenance). Chemical-specific surface water and air requirements are addressed in the Gas Control and Cover ROD. Chemical-specific ARARs are listed in Table 19.

Drinking Water Standards. Section 121(a)(2) of CERCLA, 42 U.S.C. § 9621(a)(2), requires CERCLA cleanups to attain water quality criteria established under the Safe Drinking Water Act if those criteria are relevant and appropriate, considering, among other factors, the designated or potential use of the water resource. The 1995 Water Quality Control Plan for the Los Angeles Region (known as the "Basin Plan") designates the groundwater surrounding the OII Site as potential drinking water. EPA has identified the drinking water standards referred to as "Maximum Contaminant Levels" for site-related contaminants as an ARAR, using the more stringent of federally- or state-designated MCLs. Due to the complex hydrogeological setting at the OII Site, the minimal risks of exposure, and the limited potential use of the resource, EPA did not identify the more stringent standards known as "Maximum Contaminant Level Goals." MCLs for contaminants of concern at the OII Site are listed in Table 15.

Water Quality Standards for Landfill Closure. Landfill closure requirements under both federal and state law prescribe water quality protection standards. The OII Site is an "interim status" hazardous waste landfill, having received hazardous wastes after November 19, 1980, the effective date of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, and having never obtained a final permit. Regulations governing closure of interim status landfills are applicable to the OII Site. The California hazardous waste program is federally authorized to operate in lieu of the federal program; therefore, the California interim status regulations are considered federal ARARs. Federal and state regulations applicable to permitted facilities may be, as a general matter, relevant and appropriate to interim status facilities; however, with regard to chemical-specific water quality protection, those regulations that are both relevant and appropriate are no more stringent than the interim status regulations. However, certain regulations applicable to groundwater protection standards at permitted facilities where releases have taken place are applicable to interim status facilities by reference from the interim status regulations. These regulations are also considered federal ARARs.

The OII Site also accepted municipal solid waste (such as household trash) but stopped accepting these wastes prior to the effective date of federal and state regulations for municipal solid waste landfills. These regulations may be, as a general matter, relevant and appropriate to older landfills that accepted municipal solid wastes; however, as with the

00596

regulations for permitted hazardous waste facilities, those solid waste regulations pertaining to chemical-specific water quality protection that are both relevant and appropriate are no more stringent than the interim status regulations.

The applicable regulations allow a water quality protection standard greater than background, if it is technically or economically impracticable to attain background levels, provided that the standard is protective of human health and the environment and is no higher than MCLs. Due to the complex hydrogeological setting at the OII Site, the minimal risks of exposure, and the limited potential use of the resource, EPA selected MCLs that exceed baseline levels, and health-based levels for contaminants that have no MCLs, as the ARAR. The MCLs and health-based levels are listed on Table 15.

Offsite Discharge to the Sanitary Sewer. The Leachate Treatment Plant discharges effluent to the sanitary sewer. This effluent subsequently undergoes further treatment at County Sanitation Districts of Los Angeles County facilities. This discharge is considered an "offsite" activity; therefore, the activity is not subject to ARARs and must meet not only substantive, but also administrative, requirements. The substantive requirements include chemical-specific criteria for the effluent. The requirement for a permit is listed in Table 19 solely for informational purposes.

9.2 Location-Specific ARARs

The OII Site presents two location-specific issues: seismic (earthquake-related) requirements and a requirement related to protected bird species. The location-specific ARARs are listed in Table 20.

Seismic Requirements. The OII Site is located near several faults that may have been displaced during the Holocene period. New hazardous waste treatment, storage, or disposal facilities may not be built within 200 feet of such a fault. In addition, regulations promulgated by the State Water Resources Control Board require waste management units to be designed to withstand the maximum credible earthquake for their location. This requirement is applicable for new facilities, and relevant and appropriate to existing facilities (to the extent that existing facilities can be made to withstand the maximum credible earthquake).

Migratory Bird Area. The OII Site provides habitat to several species of migratory birds protected under federal law. The prohibition against "taking" such migratory birds, which can include poisoning at hazardous waste sites, is applicable.

9.3 Action-Specific ARARs

Federal and/or state environmental requirements address numerous activities required by the selected remedy. These activities include landfill maintenance, closure, and postclosure; landfill liquids treatment and disposal; and excavation, construction, and disposal. The action-specific ARARs are listed in Table 21.

Landfill Maintenance, Closure, and Postclosure. The interim status regulations pertinent to landfill maintenance (such as emergency prevention and security) and to landfill closure and postclosure are applicable to the OII Site. Certain permitted facility regulations pertaining to monitoring the effectiveness of water quality remediation and to the water quality compliance period for facilities undergoing water quality remediation are applicable by reference to interim status facilities. Certain state standards for nuisance-related controls at municipal solid waste facilities are more stringent than interim status regulations, and are relevant and appropriate to the selected remedy. In addition, stormwater discharge requirements are applicable for onsite discharges not addressed in the Gas Control and Cover ROD (offsite discharges must meet both administrative and substantive requirements). Stormwater discharges that will be addressed under the Gas Control and Cover ROD are subject to the ARARs identified in that ROD.

The Gas Control and Cover ROD, which is a final ROD, identified ARARs for landfill gas collection and destruction. Gas collection and destruction activities undertaken as site control measures (termed the "gas extraction and air dike system") prior to their inclusion as activities under the Gas Control and Cover operable unit are subject to the ARARs identified in the Gas Control and Cover ROD. To the extent that these interim gas collection and destruction activities cannot meet specific ARARs, such ARARs are waived for the interim measures, as implementation of the Gas Control and Cover ROD will achieve the ARARs.

Landfill Liquids Treatment and Disposal. The interim status regulations, which require leachate collection and removal to prevent excess accumulation, are applicable to the OII Site. The State Water Resources Control Board regulation for leachate collection and removal is different in scope and also applicable, requiring leachate collection and removal through the postclosure period. However, as the OII Site is undergoing remediation under the oversight of a public agency, the State Water Resources Control Board regulation is only applicable to the extent feasible.

Design and construction requirements for permitted facilities are applicable to any new units implemented under this remedy. Operation, maintenance, and closure requirements are applicable to new units and either applicable or relevant and appropriate to existing units (depending on when they were constructed).

Off-gas from the leachate treatment plant is collected and sent through the existing "foul air" system to the landfill gas control system for destruction. ARARs for the landfill gas control system are included in the Gas Control and Cover ROD.

Regulation of air emissions from equipment leaks is applicable if specified equipment contains hazardous wastes with organic concentrations of 10 percent or more.

Excavation, Construction and Disposal. The interim status regulations, which require analysis of hazardous wastes prior to management and proper disposal or decontamination of equipment, structures and soils during closure, are applicable. Requirements for permitted facilities for storage of waste, temporary tanks, and containers, and redispersion of remediation wastes are applicable to new remediation units and relevant and appropriate for existing units. In addition, South Coast Air Quality Management District (SCAQMD) regulations pertinent to construction, excavation, and maintenance of systems other than those addressed by the Gas Control and Cover ROD are applicable.

10.0 Documentation of Significant Changes

EPA issued the Proposed Plan for this remedy at the OII Site for public comment in June 1996. The Proposed Plan identified Alternative No. 2, Perimeter Liquids Control, as the preferred alternative. EPA reviewed all written and verbal comments submitted during the public comment period. After reviewing these comments, EPA has determined that no significant changes to the remedy, as originally identified in the Proposed Plan, are necessary.

11.0 Statutory Determinations

EPA's primary responsibility at Superfund sites is to undertake remedial actions that achieve adequate protection of human health and the environment. In addition, Section 121 of CERCLA establishes several other statutory requirements and preferences. These specify that when complete, the selected remedial action for a site must comply with applicable or relevant and appropriate environmental standards established under federal and state environmental requirements and state facility siting requirements (unless a statutory waiver is justified). The selected remedy must also be cost-effective and utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable. Finally, the statute includes a preference for remedies that employ treatment that permanently and significantly reduces the volume, toxicity, or mobility of hazardous wastes as their principal element. The following sections discuss how the selected remedy at the OII Site meets these statutory requirements.

11.1 Protection of Human Health and the Environment

The selected remedy protects human health and the environment by eliminating, reducing, or controlling site-related risk through perimeter liquids control and treatment of landfill contaminants, natural attenuation of groundwater contaminants beyond the landfill boundary, and implementation of institutional controls to significantly reduce the potential for future exposure to landfill-related contaminants and contaminated groundwater. The selected remedy further protects human health and the environment by providing for groundwater monitoring that will track movement of the groundwater contamination and detect any potential adverse impacts. This will allow for ongoing evaluation of groundwater quality and implementation of contingency measures, if necessary (e.g., if natural attenuation is not progressing as anticipated [see Table 17]). There is no current use of, or exposure to, groundwater in the OII Site vicinity.

Site security and institutional controls on the landfill will provide protection of human health and the environment from landfill contents.

There are no short-term threats associated with implementation of the selected remedy that cannot be readily mitigated. Further, no adverse cross-media impacts are expected from the remedy.

11.2 Compliance with ARARs

The selected remedy of perimeter liquids control, liquids collection and treatment, natural attenuation of groundwater, groundwater monitoring, and institutional controls will comply with all federal and state applicable or relevant and appropriate chemical-, action-, and location-specific requirements (ARARs). Federal and state ARARs pertinent to the selected remedy are discussed in Section 9. The specific ARARs for the selected remedy are presented in Tables 19, 20, and 21.

As discussed in the comparison of remedial alternatives section (Section 7.2), there is a slight potential that because of the complex groundwater flow conditions and low-permeability formation, natural attenuation may take an excessive amount of time to reduce inorganic constituents in groundwater southwest of the landfill to cleanup standards.

11.3 Cost-Effectiveness

EPA has determined that the selected remedy is cost-effective because it will provide increased protectiveness at a reasonable cost in comparison to the other alternatives. The

00597

estimated total net present worth of the selected remedy is \$162 million. This represents an increase of only 14 percent over Alternative No. 1 (No Further Action), yet it would be more protective of human health and the environment than Alternative No. 1. Further, unlike Alternative No. 1, the selected remedy meets ARARs. The selected remedy is the least costly alternative that is fully protective of human health and the environment and that meets ARARs. Alternatives No. 3 and 4 do not offer additional benefits commensurate with the associated increases in cost and would therefore not be cost-effective.

11.4 Utilization of Permanent Solutions and Alternative Treatment Technologies to the Maximum Extent Practicable

EPA has determined that the selected remedy represents the maximum extent to which permanent solutions and treatment technologies can be utilized in a cost-effective manner.

Of those alternatives that meet the two threshold criteria of overall protection of human health and the environment and compliance with ARARs, EPA has determined that the selected remedy provides the best balance of long-term effectiveness and permanence; reduction in toxicity, mobility, or volume through treatment; short-term effectiveness; implementability; costs; and state and community acceptance.

The selected remedy is in part a containment-based remedy and is consistent with EPA's Presumptive Remedy for CERCLA Municipal Landfill Sites (EPA, 1993c). The remedy also includes considerable collection, removal, and treatment of landfill contaminants through the perimeter liquids control system. The perimeter liquids control system addresses the principal threats posed by landfill contaminants through inhibiting further migration of contaminants to groundwater. The other principal threats, landfill contents and landfill gas, were previously addressed through the Gas Control and Cover ROD.

The component of the selected remedy for groundwater beyond the landfill perimeter offers a high degree of long-term effectiveness through natural attenuation enhanced by perimeter liquids control, groundwater monitoring to ensure that contamination does not spread to potential receptors, and implementation of institutional controls to prevent future exposure to contaminated groundwater. (As noted above, there is no current use of or exposure to groundwater in the vicinity of the OII Site.)

Although the Alternative No. 3 (Source Control plus Perimeter Control) and Alternative No. 4 (Groundwater Control plus Perimeter Control) alternatives may offer slightly increased protection of human health and the environment, these slight increases would only be realized at significantly higher costs. In addition, Alternative No. 4 has substantially higher community impacts than the selected remedy.

11.5 Preference for Treatment as a Principal Element

By treating the landfill contaminants collected in the perimeter liquids control system at the onsite treatment plant, the selected remedy addresses one of the principal threats posed by the site through the use of treatment technologies. Therefore, the statutory preference for remedies that employ treatment as a principal element is at least partially satisfied. The selected remedy does not use active treatment as a principal element for existing groundwater contamination. However, the combination of perimeter liquids control, natural attenuation, groundwater monitoring, and institutional controls prevents exposure and offers a permanent solution to the groundwater contamination.

00598

References

Andelman, J. B., L. C. Wilder and S. M. Myer. "Indoor Air Pollution from Volatile Chemicals in Water" *INDOOR AIR '87, Vol. I, Proceedings of the 4th International Conference on Indoor Air Quality and Climate*. Institute for Water, Soil and Air Hygiene. Berlin. 1987.

California Department of Water Resources. *Planned Utilization of the Ground Water Basins of the Coastal Plain of Los Angeles County, Appendix A, Ground Water Geology*. Bulletin of the California Division of Water Resources, 104. 1961.

_____. *Planned Utilization of Ground Water Basins, San Gabriel Valley, Appendix A, Geohydrology*. Bulletin of the California Division of Water Resources, 104-2. 1966.

California Regional Water Pollution Control Board No. 4, Los Angeles Region. Resolution No. 54-15, Prescribing Requirements for Disposal of Refuse at Monterey Disposal Company Dump, 900 Potrero Grande Road, Monterey Park. October 6, 1954.

CDM Federal. Personal communication between Roderick J. Higbie, P.E., CDM Federal Programs, and Gary Santolo, CH2M HILL. February 24, 1994.

Cogliano, V. J., J. C. Parker, and W. E. Pepelko. "Vinyl Chloride: Another Look." *The Toxicologist*. 10:349. 1990.

Cogliano, V. J. and J. C. Parker. "Some Implications of Toxicology and Pharmacokinetics for Exposure Assessment." *Journal of Exposure Analysis and Environmental Epidemiology*. Supplement 1. 1992.

Cogliano, V. J., G. F. S. Hiatt, and A. R. Den. "A Quantitative Risk Assessment for Vinyl Chloride—Indications of Early-Life Sensitivity." *Toxicology*. (in press).

County Sanitation Districts of Los Angeles County. *Industrial Wastewater Discharge Permit No. 13196*. June 21, 1994.

Hiatt, G. F. S., V. J. Cogliano, R. A. Becker, et al. *Vinyl Chloride—Indoor Air Action Levels at a Superfund Site*. Hazardous Waste and Public Health: The International Conference on the Health Effects of Hazardous Waste. Princeton Scientific Publishing. 1994.

Los Angeles County Department of Public Works. Drains and Facilities. 1987.

_____. Coastal Plain Deep Aquifer Groundwater Contour Map. Fall, 1991a.

Los Angeles Regional Water Quality Control Board. Order No. 76-30, Revised Waste Discharge Requirements for Operating Industries, Inc. March 22, 1976a.

_____. Order No. 76-133, Revised Waste Discharge Requirements for Operating Industries, Inc. September 27, 1976b.

_____. Order No. 84-119, Amended Waste Discharge Requirements for Operating Industries Landfill. November 19, 1984.

OII Landfill Work Defendants. *Report of Recommendations, Evaluate and Design LFG Migration System for the Southwestern and Western Boundaries of the OII Landfill*. Prepared by Bryan A. Stirrat & Associates, Inc. for CURE, Inc. August 19, 1992b.

00599

00900

_____. *Seep Mitigation Field Examination & Evaluation*. Prepared by Bryan A. Stirrat & Associates for CURE, Inc. December 6, 1993a.

_____. *OII SCMLMS Monthly Progress Reports*. Prepared by CURE, Inc.; Contributions by Environmental Solutions, Inc.; Bryan A. Stirrat & Associates; and James M. Montgomery, Inc., and New Cure, Inc. January 1990 to December 1994.

_____. *Draft Data Synthesis Report for Seismicity, Settlement, and Slope Stability, OII Landfill CD-3 Activities*. Prepared by Environmental Solutions, Inc. for New Cure, Inc. February 1994a.

_____. *Technical Memorandum No. 14, Report of Findings, Geophysical Measurement for Seismic Analysis*. OII Landfill CD-3 Activities. Prepared by Environmental Solutions, Inc. for New Cure, Inc. January 17, 1995b.

U.S. Department of Commerce. 1990 Census. Summary Tape Files 1A and 3A. 1990b.

U.S. Environmental Protection Agency. *Analysis Results for the July, 1986 Operating Industries Site Samples, Los Angeles, CA - NEIC Project D24*. Correspondence from Dr. Joe Lowry, NEIC. September 16, 1986a.

_____. *Guideline for Carcinogen Risk Assessment*. 1986b.

_____. *Record of Decision, Operating Industries, Inc., Monterey Park, California, Site Control and Monitoring Operable Unit*. July 31, 1987a.

_____. *Record of Decision, Operating Industries, Inc. Monterey Park, California, Leachate Management Operable Unit*. November 16, 1987b.

_____. *Draft Technical Memorandum, Site Characterization and Installation of Landfill Gas Monitoring Wells, North Parcel, Operating Industries, Inc., Monterey Park, California*. Prepared by CH2M HILL and Black and Veatch. October 1987d.

_____. *Leachate Management Feasibility Study, Operating Industries, Inc. Landfill Site*. Prepared by Camp Dresser & McKee Inc. December 30, 1987e.

_____. *Record of Decision, Operating Industries, Inc., Monterey Park, California, Gas Migration Control Operable Unit*. September 30, 1988b.

_____. *South Parcel Hydrogeology Existing Data Technical Memorandum, Operating Industries, Inc., Monterey Park, California*. Prepared by CH2M HILL. October 12, 1988d.

_____. *Operable Unit Feasibility Study for Landfill Gas Migration Control, Operating Industries, Inc., Monterey Park, California. Public Comment Draft*. Prepared by CH2M HILL. June 1988g.

_____. *South Parcel Landfill Gas Monitoring Wells, Including Soil Borings Logs, Geophysical Logs, Cross Sections, and Monitoring Results*. Prepared by CH2M HILL. March 21, 1988h.

_____. *Preliminary North Parcel Site Characterization, Operating Industries, Inc., Monterey Park, California*. Prepared by CH2M HILL. March 4, 1988i.

_____. *CERCLA Compliance with Other Laws Manual: (Interim Final)*. OSWER Directive 9234.1-01. August 1988k.

_____. *Risk Assessment Guidance for Superfund. Volume I. Human Health Evaluation Manual (Part A).* Interim Final. EPA/540/1-89/002. December 1989d.

_____. *CERCLA Compliance with Other Laws Manual: Part II. Clear Air Act and Other Environmental Statutes and State Requirements (Interim Final).* OSWER Directive 9234.1-02. August 1989f.

_____. *Record of Decision, Amendment to Decision Summary, Operating Industries, Inc., Monterey Park, California, Gas Migration Control Operable Unit.* September 28, 1990a.

_____. *Guidance for Conducting Remedial Investigations/Feasibility Studies for CERCLA Municipal Landfill Sites.* OSWER Directive No. 9355.3-11. February 1991a.

_____. *Draft Report for 24-Hour Ambient Air Sampling at the Operating Industries, Inc. Landfill Monterey Park, California.* Prepared by Science Applications International Corporation. February 1991c.

_____. *Risk Assessment Guidance for Superfund. Volume I. Human Health Evaluation Manual, Part B. Development of Risk-Based Preliminary Remediation Goals.* Interim Report. Publication 9285.7-01B. December 1991e.

_____. *Risk Assessment Guidance for Superfund. Volume I. Human Health Evaluation Manual, Supplemental Guidance: "Standard Default Exposure Factors."* OSWER Directive 9285.6-03. March 25, 1991f.

_____. *Role of Baseline Risk Assessment in Superfund Remedy Selection Decisions.* OSWER Directive 9355.0.30. 1991k.

_____. *Public Comment Draft, In-Home Air Monitoring Report, Operating Industries, Inc. Landfill, Monterey Park, CA.* Prepared by Science Applications International Corporation. November 16, 1993a.

_____. *Presumptive Remedy for CERCLA Municipal Landfill Sites. Quick Reference Fact Sheet.* EPA 540-R-93-035. September 1993c.

_____. *Draft Remedial Investigation Report, Operating Industries, Inc., Monterey Park, California.* Prepared by CH2M HILL. October 25, 1994c.

_____. *Feasibility Study Report for Operating Industries, Inc. Landfill Superfund Site, Monterey Park, California.* Prepared by CH2M HILL. March 1996.

H

**United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree**

**APPENDIX H
Scope of Work (SOW)**

Table of Contents (Index)

- 1.0 INTRODUCTION**
- 2.0 BACKGROUND**
 - 2.1 Location and Description
 - 2.2 OII Operable Units
 - 2.2.1 Operable Unit No.1: Site Control and Monitoring
 - 2.2.2 Operable Unit No.2: Leachate Management
 - 2.2.3 Operable Unit No.3: Gas Migration Control and Landfill Cover
- 3.0 REQUIREMENTS FOR GREENFIELD - OII SITE-NORTH REMEDIAL ACTION WORK**
 - 3.1 General Requirements
 - 3.2 Performance Standards
 - 3.3 Gas Control System Components
 - 3.4 Landfill Cover System Components
 - 3.5 Surface Water Management System
 - 3.6 Interpretive Center Features
 - 3.7 Management Plan Requirements
 - 3.7.1 OII Site-North Remedial Action ("OSN RA") Work Plan
 - 3.7.2 Quality Assurance Project Plan ("QAPP")
 - 3.7.3 Operations Plan
 - 3.7.4 Sampling Plans
 - 3.7.5 Project Proposal/Technical Memoranda
 - 3.7.6 O&M Transition Plan
 - 3.7.7 OSN Access and Security Plan
 - 3.7.8 North Parcel Community Relations Participation Plan
 - 3.8 Predesign and Final Design Activities
 - 3.8.1 Predesign Activities
 - 3.8.2 Design Activities
 - 3.9 Construction Activities
 - 3.10 Compliance Testing/Evaluation Activities
 - 3.11 Operations and Maintenance Activities
 - 3.12 OSN Site Administration
 - 3.13 OSN Annual Work Status Report
 - 3.14 OSN Remedy Review/Work Status Report
 - 3.15 OSN RA Work Completion Report
 - 3.16 Deliverables and Review Procedures

- 3.17 Review Approach and Procedures
- 3.18 Schedules for Management Plans and Other Requirements

4.0 REQUIREMENTS FOR THE GENERATOR GROUP - REMEDIATION PARCEL ("RP") SECURITY WORK, OII SITE-NORTH REMEDIAL SYSTEMS OPERATIONS AND MAINTENANCE, AND CONTINGENCY PLAN AND CORRECTIVE ACTION IMPLEMENTATION

- 4.1 RP Security Work
 - 4.1.1 RP Security Work Plan
 - 4.1.2 Deliverables and Review Procedures
 - 4.1.3 Schedule
- 4.2 OII Site-North ("OSN") Remedial Systems Operations and Maintenance
 - 4.2.1 General Requirements
 - 4.2.2 OSN O&M Work Plan
 - 4.2.3 Compliance with Performance Standards
 - 4.2.4 OSN Annual Work Status Report
 - 4.2.5 OSN O&M Review/Work Status Report
 - 4.2.6 Interpretive Center Close-Out Report
 - 4.2.7 OSN O&M Work Completion Report
 - 4.2.8 Deliverables
 - 4.2.9 Schedule for Submittals and Required Activities
 - OSN O&M Work Plan
 - OSN Operation and Maintenance Activities - Noncompliance Notification Reports
 - OSN Annual Work Status Report
 - OSN O&M Review/Work Status Report
 - OSN O&M Work Completion Report
- 4.3 Contingency Plan and Corrective Action Implementation
 - 4.3.1 General Requirements
 - 4.3.2 Contingency Plan Implementation
 - 4.3.3 Corrective Action Implementation
 - 4.3.4 Deliverables and Schedules

5.0 REQUIREMENTS FOR GOODWILL - SITE INTERPRETIVE CENTER STAFFING WORK

- 5.1 Interpretive Center Staffing
- 5.2 Interpretive Center Staffing Work Completion Report
- 5.3 Deliverables
- 5.4 Schedules for Deliverables

6.0 GENERAL REQUIREMENTS FOR ALL PARTIES PERFORMING WORK UNDER THIS CONSENT DECREE

- 6.1 General Requirements
- 6.2 Integration and Coordination
 - 6.2.1 Integration
 - 6.2.2 Coordination
- 6.3 Integration and Coordination Procedures

- 6.3.1 Technical Exchange Meetings
- 6.3.2 Interagency Meetings
- 6.3.3 "Over-the-shoulder" Review Meetings
- 6.3.4 OII Site Tours
- 6.4 OII Site Access and Security
 - 6.4.1 Requirements
 - 6.4.2 Restricted Access Areas
- 6.5 Management Plan Requirements
 - 6.5.1 North Parcel Community Relations Participation Plan
 - 6.5.2 Safety, Health, and Emergency Response Plan ("SHERP") Requirements
 - 6.5.3 Quality Assurance Project Plan ("QAPP")
 - 6.5.4 Progress Reports
 - 6.5.5 Change in Schedule Report
- 6.6 Deliverables and Review Procedures
- 6.7 Review Approach and Procedures
- 6.8 Schedules for Management Plans and Other Activities
 - 6.8.1 Selection of Project Coordinator and Alternate Project Coordinator
 - 6.8.2 Work Party's Proposed Supervising Contractor
 - 6.8.3 North Parcel Community Relations Participation Plan
 - 6.8.4 SHERP
 - 6.8.5 QAPP
 - 6.8.6 Progress Report
 - 6.8.7 Change in Schedule Report

REFERENCES

1.0 INTRODUCTION

This Scope of Work ("SOW") details the work for implementation of remedial actions for the North Parcel at the Operating Industries, Inc. Superfund Site ("OII Site") to be performed by the CD-7 Work Parties in compliance with this Consent Decree. For the purposes of this SOW, work responsibilities have been divided between two geographical areas of the North Parcel, the "Remediation Parcel" (the "RP") and the "OII Site-North," as identified in the Consent Decree. The "Remediation Parcel" includes the existing Leachate Treatment Plant and the Thermal Destruction Facility (also known as, and referred to in this SOW as, the Landfill Gas Treatment System ("LFGTS")). The OII Site-North ("OSN") includes the North Parcel landfill as well as other nonlandfill-related areas. Greenfield shall perform remedial actions, as described herein, for the OSN. The Generator Group shall perform operations and maintenance and implement contingency/corrective action for the remedy constructed by Greenfield. Security activities for the Remediation Parcel shall be performed by the Generator Group. Remedial activities and operations and maintenance of facilities located on the property within the Remediation Parcel and on the property known as the South Parcel are responsibilities of parties performing work at the OII Site outside the scope of this Consent Decree. Goodwill shall initiate staffing of an Interpretive Center on the North Parcel, and the Generator Group shall subsequently assume that responsibility.

The work shall meet requirements and provisions of the EPA Record of Decision ("ROD") for Gas Migration Control Operable Unit (September 30, 1988), as amended to include Landfill Cover (September 28, 1990), and referred to in this SOW as the "OII Site GCLC ROD," and the EPA Final ROD for Operating Industries, Inc., dated September 30, 1996, and referred to in this SOW as the "OII Site Final ROD" to the extent applicable to the OSN (excluding groundwater remediation).

Key elements of work for remediation of the OSN pursuant to this SOW include:

- Gas Control System
 - Predesign
 - Design
 - Construction
 - Compliance Testing
 - Operation and Maintenance
- Landfill Cover System
 - Predesign
 - Design
 - Construction
 - Compliance Testing
 - Operation and Maintenance
- Surface Water Management
 - Predesign
 - Design
 - Construction

- Compliance Testing
- Operation and Maintenance

Other key elements of work required under this SOW include:

- Leachate Treatment Plant and the LFGTS Aesthetic Mitigation
 - Predesign
 - Design
 - Construction
 - Operations and Maintenance
- Interpretive Center
 - Predesign
 - Design
 - Construction
 - Staffing and Operations and Maintenance
- RP Security Work
 - Plan
 - Implementation

Remediation shall include collection of landfill gas from the OSN and conveyance and connection to the LFGTS, being implemented under the OII Site Third Partial Consent Decree (“CD-3”). Remediation also includes collection of recovered landfill liquids from the OSN and conveyance and connection to the Leachate Management System, including the Leachate Treatment Plant (constructed under CD-1, and currently being operated under a separate agreement with EPA in conjunction with activities carried out for CD-3).

In the OII Site Final ROD, EPA has determined that no landfill-related risks are posed by soils in the areas of the North Parcel not containing landfill-related wastes, nor used for site-related facilities (the “nonlandfill areas”). The Baseline Risk Assessment (presented in Appendix B of Feasibility Study Report, EPA, 1996) did identify potential risks associated with nonlandfill-related businesses present at that time on the North Parcel and/or with the adjacent Pomona Freeway. The CD-7 Work Parties shall, prior to undertaking any activities under this Consent Decree in areas of the North Parcel that do not contain landfill-related wastes, ensure that their actions comply with applicable law and comply with requirements of appropriate State and local agencies and EPA. CD-7 Work Parties shall perform work in a manner to assure integration and coordination with CD-3, CD-3 Excluded Work, any future consent decrees, agreements, or orders to implement the OII Site Final ROD, and any response actions undertaken at the OII Site by other parties.

The North Parcel is expected to be developed as a commercial retail center with attendant buildings, associated parking, and access roads. Access for North Parcel and specific development activities for the commercial center shall be controlled by the relevant Parties to properly allow for all activities required for OII Site remedial actions and operations and maintenance of related environmental control systems and facilities, including those located on the South Parcel and the OSN. The implementation of the retail commercial center is not addressed by this Consent Decree, except to the degree that such activities are to be coordinated

and integrated with remedial activities being performed by others at the OII Site, so as to ensure that the commercial development-related activities do not hinder the remediation of the OSN. Nothing in this SOW constitutes a representation by EPA or the State of California that any OII Site Property or Proximate Access Property is fit for any particular purpose, nor that any particular purpose is an appropriate purpose for any OII Site Property or Proximate Access Property.

This SOW describes requirements affecting multiple groups of Parties as well as provisions affecting single Parties or a single group of Parties. Certain requirements as set forth in this SOW differ for individual Parties and groups of Parties. Work requirements set forth in this SOW for individual CD-7 Work Parties include the following:

- Greenfield - OII Site-North Remedial Action Work (“OSN RA Work”), Section 3.0;
- Generator Group - RP Security Work, OII Site-North Remedial Systems Operations and Maintenance, Contingency Plan and Corrective Action Implementation, Section 4.0; and Interpretive Center Staffing Work, Section 5.0, following completion of this activity by Goodwill (“OSN O&M Work”);
- Goodwill - Interpretive Center Staffing Work, Section 5.0.

General requirements applicable to all CD-7 Work Parties are set forth in Section 6.0.

2.0 BACKGROUND

2.1 Location and Description

The OII Site is located at 900 Potrero Grande Drive in the City of Monterey Park, Los Angeles County, California. The OII Site encompasses approximately 190 acres with California Highway 60 (Pomona Freeway) dividing the OII Site into a 45-acre North Parcel and a 145-acre South Parcel.

2.2 OII Site Operable Units

The term “operable unit” refers to a discrete action taken at a Superfund site to address specific remedial activities, media, or areas at a site. At the OII Site, Operable Unit No. 1 pertained to site control and monitoring activities; Operable Unit No. 2 pertained to leachate management; and Operable Unit No. 3 pertains to landfill gas control and landfill cover. EPA has completed individual feasibility studies and signed RODs for each of these three operable units. The remaining remedial actions not covered by a specific operable unit have also been addressed in a feasibility study and ROD hereinafter referred to as the “OII Site Final ROD.”

2.2.1 Operable Unit No. 1: Site Control and Monitoring

This operable unit addressed the seven major interim environmental control systems and activities at the OII Site that require operation, maintenance, inspection, and monitoring on a continuous basis: gas extraction and air dike systems, leachate collection system, irrigation

system, access road system, storm water drainage system, site security, and slope repair and erosion control. In the ROD for Site Control and Monitoring, EPA decided that full-time site control and monitoring should be undertaken, providing daily operation, repair and replacement of control system components when necessary, and system improvements. The ROD for Site Control and Monitoring was interim in nature and ended at the signing of the Final ROD, although most activities required under the Site Control and Monitoring ROD continue as a part of the Final ROD.

2.2.2 Operable Unit No. 2: Leachate Management

EPA's interim selected remedy for management of leachate collected at the OII Site, as described in the ROD for the Leachate Management Operable Unit, was treatment of the leachate at a treatment plant located at the landfill. This plant was constructed on the North Parcel and consists of influent storage and equalization, biological reactors, chemical precipitation, sand filtration, granular activated carbon adsorption, effluent storage and discharge, a foul air system, a storm water holding system, and a sludge disposal system. This system also includes flow equalization facilities located on the South Parcel for conveyance of landfill liquids from the South Parcel to the North Parcel. The ROD specified that treated leachate be disposed in facilities operated by the County Sanitation Districts of Los Angeles County. The ROD for Leachate Management was interim in nature and ended at the signing of the Final ROD, although activities required under the Leachate Management ROD continue as part of the Final ROD.

2.2.3 Operable Unit No. 3: Gas Migration Control and Landfill Cover

The OII Site Gas Migration Control and Landfill Cover ROD, as amended, defines a final landfill cover and landfill gas migration control remedy. In general, the work required by the OII Site GCLC ROD includes design, construction, operation, maintenance, and monitoring of a landfill gas control system; a landfill cover system; and a surface water management system for the OII Site. Installation of a landfill gas Thermal Destruction Facility (also known as the "LFGTS") is included in the OII Site GCLC ROD, and is being accomplished under CD-3. The OII Site GCLC ROD also includes design and construction of a landfill cover to reduce surface emissions of landfill gas, reduce oxygen intrusion into the refuse, reduce surface water infiltration, minimize slope erosion, and improve aesthetics, which is being performed in part under CD-3 and will also be addressed under this Consent Decree. The OII Site GCLC ROD is a final ROD and, as such, is a significant component of the final site cleanup, but is not included in or modified by the OII Site Final ROD.

3.0 REQUIREMENTS FOR GREENFIELD - OII SITE-NORTH REMEDIAL ACTION WORK

In addition to any other applicable requirement under this Consent Decree and SOW, Greenfield shall comply with all of the requirements of this Section.

3.1 General Requirements

Greenfield shall design and construct the Landfill Gas Control System, Landfill Cover System, and Surface Water Management System required for the OII Site-North Remedial Action Work (“OSN RA Work”) pursuant to this SOW. Work performed by Greenfield shall comply with ARARs and other Performance Standards required by the OII Site GCLC ROD, the OII Site Final ROD, and this SOW.

As part of this work, Greenfield shall perform the following response activities:

- Design and construct all necessary systems to convey any OII Site-North (“OSN”) site remediation-associated liquids to the existing onsite Leachate Treatment Plant (“LTP”);
- Integrate and coordinate with other parties responsible for the design, construction, operation, and maintenance of the LTP system and modifications that may be necessary to handle site-associated liquids;
- Design and implement aesthetic mitigation measures for the LFGTS and the LTP to the extent that this work is not being accomplished by other parties under agreements outside the scope of this Consent Decree;
- Comply with institutional controls to limit human exposure to potentially contaminated materials, to protect the integrity of the OSN landfill environmental control systems, or to otherwise ensure the effectiveness of remedial actions pursuant to this SOW;
- Design and construct an Interpretive Center to provide public access to the OII Site documents and to promote ongoing community education of ongoing OII Site remediation activities.

Greenfield shall design remedial systems required by the GCLC ROD for the OSN to function effectively and meet Performance Standards in the event of failure of any development-related facility, including, but not limited to, retaining wall structures, building support structures, and parking area pavements.

3.2 Performance Standards

Performance Standards are those cleanup standards, standards of control and other substantive requirements, criteria or limitations, set forth in the OII Site GCLC ROD, the OII Site Final ROD, the Consent Decree and this SOW. Greenfield is responsible for achieving all Performance Standards for the OSN RA Work. If compliance with any Performance Standard is not achieved, Greenfield shall implement appropriate measures subject to EPA approval, to ensure compliance with Performance Standards.

The procedures set forth in the “Rainwater Run-off Field Sampling Plan” developed pursuant to the first partial Consent Decree, and any modifications that have been made to date, shall be used

to the maximum extent practicable to satisfy the requirements of the Clean Water Act, National Pollution Discharge Elimination System ("NPDES").

The California Code of Regulations in effect at the time of the signing of the OII Site GCLC ROD, Title 14, Sections 17783 and 17783.9, require the control and monitoring of landfill gases to include trace gases to prevent adverse acute and chronic exposure to toxic and/or carcinogenic compounds. Greenfield shall control the substances listed below to maintain the level of protection specified by 40 C.F.R. Section 300.430(e)(2)(i)(A) of the NCP. Nothing in this Section shall be deemed to limit EPA's authority under CERCLA and the NCP in the event that a standard or requirement for any substance listed below is promulgated subsequent to the GCLC ROD. The trace gases to be monitored, sampled, and controlled by Greenfield pursuant to this SOW for the OII Site (including the OSN) shall be:

1,1-Dichloroethane	Hydrogen Sulfide
1,1-Dichloroethene	Perchloroethene
1,2-Dibromoethane	Tetrachloethene
1,2-Dichloroethane	Tetrachloromethane
1,1,1-Trichloroethane	Toluene
Benzene	Total Xylenes
Chlorobenzene	Trichloroethene
Dichloromethane	Vinyl Chloride
Ethylbenzene	

During the implementation of this Consent Decree, EPA may require that trace gases be added to this list for monitoring and remedial action, and Greenfield may request that gases be removed from the list for monitoring subject to EPA approval.

This Consent Decree requires installation of systems for OSN landfill gas collection, conveyance and connection to the LFGTS. The LFGTS is being installed and operated under other consent decrees to achieve its own specific ARARs and is not work addressed by this SOW.

The California Code of Regulations in effect at the time of the signing of the OII Site GCLC ROD, Title 14, Section 17783.5, sets forth the location requirements for the perimeter monitoring network. Due to the configuration of the OII Site and the OSN, EPA may approve an alternate boundary for placing probes considering site-specific factors, including the possibility that trash may be located at or beyond the property boundary.

The standards set forth in Sections 2546 and 2547 of Title 23, Chapter 15 of the California Code of Regulations, pertain to prescriptive precipitation and seismic event design requirements,

respectively. Because the OII Site has atypical landfill features, EPA may consider a specific engineered alternative for the landfill cover for the OII Site pursuant to Section 2510 of that title. If Greenfield believes that an alternative landfill cover is appropriate, Greenfield may petition EPA for review and approval of such an alternative in the Work Plan process described in Section 3.7 of this SOW.

Section 67418(a)(1) of Title 22 of the California Code of Regulations requires the design and construction of final cover to meet a specified standard of downward entry of water into the closed landfill. An alternative design may be appropriate to meet this standard, pursuant to Section 66300(f) of that title, which provides that wherever the regulations require a specific design standard or criteria, the design required must meet that standard or criteria or provide for an equivalent level of protection for public health and the environment. If Greenfield believes that an alternative landfill cover is appropriate, Greenfield may petition EPA for review and approval of such an alternative in the Work Plan process described in Section 3.7 of this SOW.

3.3 Gas Control System Components

Greenfield shall implement a Gas Control System that includes the Gas Collection Component, Liquids Collection Component, Liquids Treatment Component, and Gas Monitoring Component as described below.

3.3.1 Gas Collection Component - The gas collection component will consist of the extraction wells, surface collectors, vacuum piping, monitoring probes, or suitable equivalent elements, and their appurtenant features, including appropriate connections to the LFGTS. Requirements include:

- Minimize subsurface migration;
- Minimize surface emissions;
- Maximize collection system efficiency;
- Maximize potential for removal of recovered liquids.

3.3.2 Liquid Collection/Conveyance Component - The liquids collection component will consist of equipment to collect condensate, pump liquids from gas wells, if required for gas control, and include related piping and appurtenances required to collect and convey recovered liquids to the LTP. CD-7 Work includes appropriate connections to the LTS/LTP. Requirements include:

- Minimize the potential for system upsets;
- Minimize the impact of system upsets;
- Maximize collection of recovered liquids.

3.3.3 Liquid Treatment Component - Greenfield shall coordinate and integrate the conveyance of collected gas condensate and other liquids recovered from components of the Gas Control System for treatment performed by other parties at the onsite LTP as part of the Leachate Management System. Operation and maintenance of the LTP will be performed by other parties. Other parties under agreements outside the scope of this SOW and Consent Decree will be responsible for implementation of additional facilities at the LTP

as may be required for treatment of the OSN-associated liquids generated pursuant to this Consent Decree.

3.3.4 Gas Monitoring Component - The Gas Monitoring Component will include equipment and procedures for monitoring and sampling of probes and wells, landfill surface emissions, landfill gas quality and quantity, condensate quantity monitoring, methane levels in on-site structures, and other monitoring and sampling required to demonstrate compliance with Performance Standards. Monitoring requirements include the following:

- Determine compliance with Performance Standards established for the OII Site;
- Provide data (such as OSN landfill gas production rates) to assist in the efficient operation of existing flares, LFGTS, and liquid treatment facilities.

3.4 Landfill Cover System Components

Greenfield shall implement a Landfill Cover System that includes the Cover Component, Cover Protection Component, and Access Road Component as described below.

3.4.1 Cover Component - The Cover Component will consist of the low permeability layer(s) and the materials required to support, stabilize and anchor the low permeability layer(s). The Cover Component extends from directly above the refuse prism or surface collectors, if any, to the Cover Protection Component. The requirements of the Cover Component include the following:

- Maximize control of both subsurface migration and surface emissions of landfill gas;
- Minimize surface water infiltration into the refuse prism;
- Minimize liquid percolation into the Cover System;
- Minimize impact of liquids on cover component and gas collector element efficiency;
- Minimize maintenance;
- Minimize oxygen intrusion.

3.4.2 Cover Protection Component - For the purposes of this SOW, the Cover Protection Component will lay directly above the Cover Component and achieve the following requirements:

- Maximize protection of the Cover Component;
- Minimize degradation or cracking of the Cover System;
- Maintain required soil moisture contents, if relevant in the design;
- Minimize erosion;
- Maximize aesthetics consistent with the planned reuse of the OSN;
- Minimize maintenance requirements;
- Minimize irrigation water consumption for the cover area;
- Minimize fire potential.

3.4.3 Access Road Component. - The Access Road Component includes all access roads to the landfill portion of the OSN and all access roads connecting the South Parcel to the OSN via the Greenwood Avenue freeway overpass. Requirements of the Access Road Component include the following:

- Maximize all-weather accessibility for completed access roads;
- Minimize maintenance requirements for completed access roads;
- Provide adequate space for installation, operation and maintenance of components of OII Site systems located at completed access roads;
- Maintain access required for OII Site operation and maintenance activities during construction; Greenfield shall not disturb existing facilities currently located on the OSN for conduct of ongoing OII Site activities by other parties without prior EPA approval.

3.5 Surface Water Management System

Greenfield shall implement facilities to manage surface water run-off generated by storm events, run-on, and irrigation operations. These facilities shall include drainage piping and channels, retention and siltation basins if required, access road ditches, and other appurtenances that convey and control surface water run-off. The Surface Water Management requirements include the following:

- Minimize surface water infiltration;
- Minimize erosion;
- Minimize maintenance requirements;
- Minimize off-site impacts related to run-off water quality and quantity;
- Maximize all-weather site accessibility;
- Prevent surface water run-on.

3.6 Interpretive Center Features

Greenfield shall design and provide an Interpretive Center in order to promote community access to information about the OII Site remediation and operation and maintenance activities. The center shall serve as the local repository for the OII Site Administrative Record and project exhibits and displays provided by EPA and other parties performing work on the OII Site, as approved by EPA. This center shall meet requirements for the physically disabled and be sufficient for drop-in use by the public to permit on-premises review of this project. The Interpretive Center shall be secured with access and parking, to permit public use during regular business hours, 9 am through 5 pm, Tuesday through Saturday.

The center shall be either a mobile modular unit, a separate structure, or incorporated in another commercial structure within the OSN. It shall be of sufficient size to accommodate and shall include the following features:

- Reading/study area equipped with individual desks and chairs for at least four users;
- Restroom facilities, accessible for the disabled;
- Air conditioning;
- Public pay phone;

- Exhibit and display area;
- PCs [incorporating latest computer chip technology running on a Windows-based operating system, including appropriate document/data storage and retrieval software (to be approved by EPA) and access to the Internet - one PC for Interpretive Center staff, and one PC for public internet access to EPA web sites];
- Microfiche reader;
- Photocopier;
- Phone services, two lines (for Center staff).

Greenfield shall provide the utilities and services outlined below for the operation and maintenance of the Interpretive Center until the EPA issues the OSN RA Certificate of Completion. Following EPA's issuance of the OSN RA Certificate of Completion, the Generator Group shall provide these services and utilities for the Interpretive Center.

- Utilities including: electricity, water, sewer, and telephone connection;
- Custodial service with trash disposal and restroom supplies, weekdays;
- Computer and peripheral equipment troubleshooting and maintenance;
- Structure maintenance and repairs;
- Security and alarm system and service.

3.7 Management Plan Requirements

The purpose of the management plans is to provide a framework by which this SOW is to be executed. The management plans to be prepared by Greenfield shall include at least the following:

- OSN Remedial Action ("OSN RA") Work Plan;
- Safety, Health and Emergency Response Plan ("SHERP") - See Section 6.5.2 of this SOW;
- Quality Assurance Project Plan ("QAPP" - See Section 6.5.3 of this SOW);
- Operations Plan [for operations and maintenance of site facilities and environmental control systems, including staffing and operations plan for the Interpretive Center (this plan may be submitted as a separate document if proposed by Greenfield and approved by EPA)];
- Project Proposal/Technical Memoranda (as may be required by EPA);
- Sampling Plans (to be incorporated into the OSN RA Work Plan, field and remedial design investigations, and other predesign activities);
- Transition Plans (as may be required by EPA for assumption of work on the OII Site by other parties under this Consent Decree or other agreements or orders enforced by EPA outside the scope of this Consent Decree);
- OSN Access and Security Plan (as required by EPA to the extent that those activities are not performed by other parties with EPA approval);
- North Parcel Community Relations Participation Plan.

In preparation of the documents required by this SOW, Greenfield shall utilize to the maximum extent practicable the applicable management plans currently in effect and approved by EPA for

conducting CD-3 and other activities. Greenfield shall modify those plans to meet the requirements of this SOW prior to submitting them to EPA for review and approval.

All management plans shall be submitted to EPA for review and approval pursuant to provisions included in Paragraph XVII.E of this Consent Decree. Schedules for submittals are set forth below in Section 3.18 this SOW.

EPA shall retain sole discretionary authority to approve, conditionally approve, or disapprove deliverables, any modifications to the contents of each deliverable, or changes to the schedule for activities and submittal of deliverables proposed by Greenfield in accordance with the provisions in Paragraph XVII.E of this Consent Decree.

Upon approval by EPA, Greenfield shall implement the management plans for conducting activities required by this Consent Decree.

When significant modifications or changes to the environmental control systems implemented under the OSN RA Work are proposed by Greenfield or are needed as determined by EPA, Greenfield shall submit to EPA for review and approval addenda to the following plans or revised plans to direct related field activities: Safety, Health and Emergency Response Plan ("SHERP"); Quality Assurance Project Plan ("QAPP"); and the Operations Plan (for operations, monitoring, and maintenance of OSN facilities and environmental control systems).

The following sections describe the management plans to be submitted.

3.7.1 OSN RA Work Plan

Introduction

Greenfield shall prepare and submit an OSN RA Work Plan for EPA review and approval. The OSN RA Work Plan shall be the primary plan by which Greenfield controls the work including remedial design and remedial action in order to achieve Performance Standards required by this Consent Decree. It shall describe the procedures Greenfield will employ to perform the activities required and the specific objectives of these activities in performing the work.

Contents

The OSN RA Work Plan shall include a description and the sequence of the remedial design investigations, predesign and final design activities, and other remedial actions including construction, compliance testing, coordination with other parties for implementation of institutional controls, and coordination with other parties who are responsible for operations, maintenance, and monitoring for the work required by this SOW.

The OSN RA Work Plan shall describe procedures for preparation of nonlandfill-related areas of the OSN that enable, facilitate, or are integral to the remediation of the OSN.

Greenfield shall describe in the OSN RA Work Plan the procedures established to coordinate and integrate the work with the other ongoing site activities. Greenfield shall include procedures for

establishing and participating in daily site meetings as a routine method to assure work coordination and integration.

The OSN RA Work Plan shall define responsibilities for management and organization of the work activities and for quality control activities. The description of work shall address not only Greenfield's activities but interactions between Greenfield and their contractors, and their subcontractors, and oversight and quality assurance/quality control of contractor and subcontractor activities.

Greenfield shall describe in the OSN RA Work Plan the formal external communications procedures to be followed for coordination of Greenfield's activities with those activities conducted by other parties on the OII Site. In addition, Greenfield shall describe its planned participation in implementation of the North Parcel Community Relations Plan.

Greenfield shall describe in the OSN RA Work Plan their intended activities for the development and implementation of procedures and systems for controlling long-term commercial access to the OSN to ensure the safety of commercial occupants and to assure the effectiveness of all remediation and operations and maintenance ("O&M") activities at the OSN.

The OSN RA Work Plan shall present a detailed and comprehensive project schedule that describes management plans, remedial design investigations, predesign and final design, construction, compliance testing, performance monitoring activities, demonstration O&M activities, and related submittals to EPA for review and approval pursuant to this SOW. The schedule shall be maintained as an appendix to the OSN RA Work Plan. The schedule shall highlight significant activities and significant deliverables. For the purposes of this SOW, significant deliverables are as listed in Section 3.16. Significant activities shall be tasks leading to completion of significant deliverables, construction completion of remedial systems required by this Consent decree, implementation of O&M compliance actions, and transition of O&M of OSN remedial systems to the Generator Group. During the course of project implementation, Greenfield shall revise and update the project schedule on at least a monthly basis to incorporate proposed project changes subject to approval by EPA. Upon formal approval of any proposed revisions by EPA, the revised project schedule shall supersede any previous project schedule either contained in the OSN RA Work Plan or as submitted by Greenfield.

Additionally, the OSN RA Work Plan shall include the following:

- Format for the Progress Report, pursuant to Paragraph XVII.I of this Consent Decree;
- Format of regularly scheduled remedial design investigation, design, and construction progress meetings;
- Procedures for modifying the OSN RA Work Plan, other management plans, and other deliverables and schedules required by this SOW;
- Activity-specific sampling plans for the remedial design investigations (these may be appended to the OSN RA Work Plan);

- Procedures for the preparation of predesign and final designs, construction, and construction management activities, including particular procedures that would be associated with “design-build” and fast-track approaches, if proposed by Greenfield;
- Procedures for design-specific review processes to accomplish regular and timely updates of design activities and design deliverables in progress, and design-build processes as approved by EPA;
- Procedures for modifying final plans and designs after approval;
- Procedures for documenting field changes during construction;
- Procedures for initiating and implementing the Project Proposal/Technical Memoranda per Section 3.7.5 of this SOW;
- The schedule of activities for transitioning O&M of OSN remedial systems to the Generator Group;
- Format for annual reporting on the effectiveness of institutional controls (to include long-term management of excavation and construction) for the commercial complex located on the North Parcel.

Greenfield shall implement the OSN RA Work Plan as approved by EPA.

3.7.2 Quality Assurance Project Plan (“QAPP”)

Introduction

Greenfield shall prepare a QAPP for EPA review and approval that shall establish quality procedures for all activities conducted by Greenfield. Addenda to the general QAPP and specific sampling plans shall be prepared as required for specific activities such as remedial design investigations, and shall be developed pursuant to Paragraph XVII.H of the Consent Decree.

Contents

The QAPP shall include the following elements:

- Project organization and qualifications of QA/QC manager and staff;
- Sampling and sample custody procedures, including sample site selection rationale;
- Analytical methods/procedures;
- Analytical/statistical/control procedures, including requirements for accuracy, sensitivity, precision, sample quantities, calibration procedures, preventive maintenance, internal quality control checks, representative samples and data comparability;
- Data handling, analysis, and reporting;
- Data quality review procedures for data proposed for use on this project from other sources outside of this Consent Decree;
- Routine monitoring;
- Special testing;
- Alternative test procedures;
- Requirements for Contractors and Subcontractors;
- Appendix
 - General Construction QA Plan in accordance with EPA/530-SW-86-031.

Amendments to appropriate portions of the QAPP shall be provided with each design package.

3.7.3 Operations Plan

Introduction

For the purposes of this Consent Decree and SOW, Operations shall include both maintenance and monitoring of the OSN RA Work.

Greenfield shall prepare and shall, after approval by EPA, implement an Operations Plan that shall address site administration, management, operations, maintenance, and monitoring of site facilities and environmental gas control, landfill cover, and surface water management systems including, but not limited to, the following components:

- Connections to the existing Leachate Management Systems (includes the Leachate Treatment Plant);
- Aesthetic mitigation measures for the Leachate Treatment Plant and the LFGTS;
- Connections to the LFGTS;
- OII Site Access and Security activities;
- Interpretive Center activities;
- Construction and excavation procedures for the Construction & Excavation Management Plan for the OSN (to be incorporated into Institutional Controls pursuant to Section XVIII of the Consent Decree).

In preparation of the Operations Plan, Greenfield shall incorporate to the maximum extent possible documented procedures developed by other parties who have or are performing work on the OII Site. References are listed at the end of this SOW.

Greenfield shall coordinate and integrate their activities pursuant to the approved Operations Plan with work being performed under CD-3, CD-3 Excluded Work, and any future consent decrees, agreements, or other orders necessary to implement the OII Site Gas and Cover ROD, the OII Site Final ROD, or as EPA otherwise deems necessary to protect human health and the environment.

Greenfield shall amend this Operations Plan as needed to include required activities associated with completion of any part of new facilities and systems to control the operations, maintenance, and monitoring activities required for the work pursuant to this Consent Decree.

This Operations Plan shall address integration between new systems addressed under this Consent Decree and existing systems provided under other consent decrees.

Contents

The Operations Plan shall include at least the following elements:

- Description of existing and new site facilities and environmental control systems addressed by this Consent Decree;
- Integration and coordination requirements of the existing and new systems;
- OII Site Administration, utility and support facilities, data management and management information systems, and reporting;
- Procedures for verifying and documenting compliance with quality control requirements;
- Operational procedures (equipment and systems startup and shutdown, normal operational procedures, and procedures for abnormal conditions);
- Operational emergency response;
- Maintenance procedures and schedules;
- Compliance and process monitoring procedures and schedules;
- Parts and equipment inventory;
- Well and probe abandonment procedures;
- Equipment decontamination procedures;
- Equipment salvage procedures;
- Formats for Incident Report, Noncompliance Notification, Compliance Action Plan, and Noncompliance Correction Report;
- For OSN-specific remedial systems, Contingency Plans with cost estimates that provide an organized, planned, and coordinated course of action to be followed by the Generator Group (in accordance with Section 4.3 of this SOW) in case of an unexpected failure of OSN remedial systems or release of OSN hazardous waste or hazardous waste constituents that could threaten human health or the environment;
- Emergency repair and replacement procedures;
- Appendices, including Sampling Plans for each of the monitoring and sampling activities;
- Procedures for management and control of project data;
- Interpretive Center operating procedures;
- Long-term Post-construction Commercial Access Control Procedures.

3.7.4 Sampling Plans

Greenfield shall develop and implement sampling plans for monitoring and sampling activities and shall submit them to EPA for review and approval. Each plan shall comply with EPA guidelines and include at least the following components:

- Sampling rationale and description of techniques used in selecting sampling site (e.g., random or stratified);
- Specific sampling, preservation, and preparation procedures used, extraction methods, analytical references or descriptions (including sample size, types of sample containers, and applicable samplers). For nonstandard or modified sampling methods, detailed procedures with references are required;
- Sampling program organization, if needed;

- Description of sample container and sampler cleaning procedures for each type of container to be used following EPA guidelines or other procedures approved by EPA;
- Procedures to avoid sample contamination;
- Sample preservation methods and holding times, following EPA SW-846 guidelines or other EPA approved references;
- Sample transportation requirements (following EPA and Department of Transportation guidelines, as applicable);
- Chain-of-Custody procedures, following the *National Enforcement Investigations Center Policies and Procedures Manual* (as revised), and the *National Enforcement Investigations Center Manual for the Evidence Audit* (as revised), as well as EPA SW-846 guidelines, and other EPA approved references;
- Procedures and responsibility for data validation.

Upon approval by EPA, Greenfield shall implement the Sampling Plans.

3.7.5 Project Proposal/Technical Memoranda

Either Greenfield or EPA may propose a modification to an existing environmental control system and approved monitoring or operating procedures to improve current levels of performance and functional capability of OSN site facilities and environmental control systems. When such an improvement is proposed, Greenfield shall prepare a Project Proposal/Technical Memorandum and submit it to EPA for review and approval.

Procedures for initiating and implementing the Project Proposal/Technical Memorandum shall be described in the OSN RA Work Plan. Elements to be addressed shall include at least the following:

- Summary of proposed improvements or activities;
- Need for improvement or activity;
- Evaluation of other alternatives;
- Operational effects;
- Coordination and integration activities;
- Qualitative summary of short- and long-term cost effects;
- Health and safety effects;
- List of deliverables including reports, reports of findings, other technical memoranda, predesign and designs, amendment of management plans, completion report;
- Progress submittals and reviews;
- Alternatives for implementation;
- Procedures for the salvaging or abandonment of existing equipment, facilities, and site systems;
- Schedule for implementation (including submittals, allowances for EPA reviews, review conferences, and facility tours and inspections);
- Design and implementation precautions;
- Quality assurance/control procedures;
- Sampling and analysis plans.

As approval by EPA, Greenfield shall implement the activities addressed by the Project Proposal/Technical Memorandum.

3.7.6 O&M Transition Plan

Greenfield shall develop a plan for transitioning of OSN remedial systems O&M to the Generator Group for EPA review and approval. Subject to EPA approval, utilizing existing site documents may be sufficient to fulfill this requirement. This transition plan must be completed and approved by EPA before Greenfield initiates scheduling for the pre-certification inspection of the OSN RA Work as provided in Paragraph XII.B.6 of this Consent Decree.

Plan Elements

This plan shall include at least the following elements:

- Personnel and facilities mobilization logistics and schedule;
- Staffing approach and breakdown by discipline and organizational responsibility matrix, and the qualifications and responsibilities for Greenfield's Project Coordinator and personnel involved in carrying out the work transition as may be required by this Consent Decree;
- Training of the Generator Group's contractor's staff;
- The process and schedule for transition or transfer of existing and/or new acquisition of all operating, insurance, waste discharge and other permits, and licenses required for conducting O&M activities specified by this Consent Decree;
- Acquisition of EPA approval of proposed permitted treatment, storage, or disposal facilities ("TSDFs") in compliance with the EPA's "Off-Site Rule," National Oil and Hazardous Substances Pollution Contingency Plan, 40 CFR Section 300.440, September 22, 1993;
- Procedures for record keeping;
- Procedures to be used for amending or otherwise modifying approved management plans;

Greenfield shall describe in the transition plan the procedures established to coordinate and integrate the work with the other site activities. Procedures for establishing and participating in daily site meetings as a routine method to assure work coordination and integration shall be included in the transition plan.

Greenfield shall describe in the transition plan the formal external communications procedures to be followed for coordination of Greenfield's activities with those activities conducted by other parties on the OII Site.

Plan Implementation

As approved by EPA, Greenfield shall implement the O&M Transition Plan.

3.7.7 OSN Access and Security Plan

To the extent that such activities are not performed by other parties with EPA approval, Greenfield shall perform activities for control of access to and security of the OSN RA Work.

Greenfield shall prepare for submittal to EPA and implement as approved by EPA, a plan for maintaining security for the OSN RA Work exclusive of those elements that may be located on the Remediation Parcel.

Greenfield shall coordinate the access and security activities necessary for the OSN with the activities associated with the Remediation Parcel and with access and security plans implemented by others performing work on the OII Site as approved by EPA.

The OSN Access and Security Plan shall contain at least the following elements:

- Introduction;
- Responsibilities;
- Integration and Coordination with Other CD-7 Work Parties at the OII Site;
- Security Guard Qualifications and Training Requirements (personnel shall be 40-hour OSHA trained for performing these activities);
- OSN Site Security Facilities;
- Security Operations:
 - Operating hours;
 - Access control;
 - Gate check-in/out;
 - Construction equipment access/exit;
 - OII Site communication;
 - OII Site integration and coordination;
 - Emergencies;
 - Storm events;
 - Security checks and inspections;
 - Unauthorized site access (prevention and response procedures);
 - Record keeping;
 - Management and supervisory assistance.

As approved by EPA, Greenfield shall implement the OSN Access and Security Plan.

3.7.8 North Parcel Community Relations Participation Plan

Greenfield shall prepare and submit to EPA for review and approval a plan for its involvement in the EPA's North Parcel Community Relations Plan. This plan shall address at least the following elements:

- Strategies for dealing with the public/community in connection with OSN remedial activities (normal, abnormal, and emergency remedial system conditions);
- Procedures for preparation of information related to the OSN remedial activities to be provided to the public;
- Participation at public meetings;
- Procedures for coordination with EPA, State, and other governmental agencies;
- Use and identification of media and public relations consultants.

EPA will incorporate portions of this Plan into EPA's North Parcel Community Relations Plan. EPA shall be allowed to participate in any public meetings or activities performed by Greenfield that discuss OII Site remediation. At Greenfield's option, this Plan can be prepared as a part of the OSN RA Work Plan described in Section 3.7.1 of this SOW.

As approved by EPA, Greenfield shall implement the activities it proposes for inclusion into the North Parcel Community Relations Plan.

3.8 Predesign and Final Design Activities

Greenfield shall perform all OSN remediation predesign and final design pursuant to this Consent Decree. New facilities and systems shall be compatible with existing conditions and capacities.

3.8.1 Predesign Activities

Except as otherwise approved by EPA in the OSN RA Work Plan, Greenfield shall include the following types of predesign and design activities in the Predesign:

Existing System Conditions and Performance Data Evaluation

To the extent possible, Greenfield shall evaluate existing systems, conditions and performance data from data currently collected and compiled as part of SCM/LMS, RI/FS, and CD-3 activities in the predesign. Greenfield shall include in the predesign program special field investigations or monitoring programs to supplement that existing data for component selection, predesign and design activities.

The evaluation of conditions and capacities of the existing systems shall include a determination of their compatibility and integration potential with the new systems being planned under this SOW. This evaluation shall address the longevity and maintenance requirements of existing systems compared to new systems. In addition, this evaluation shall address the structural adequacy and maintenance access suitability of the existing LTP effluent sewer, water, and storm drainage piping serving the existing LTP, LFGTS, and other utility services for the OII Site given the requirements of the proposed commercial activities on the OSN.

Greenfield shall describe portions of the existing systems that may be incorporated into the work including the manner in which they may be integrated into the work. In addition, descriptions shall be provided for existing systems that will not be utilized, including the manner in which they will be phased out of operation and abandoned in place or removed.

Subsurface and Geologic Information Evaluation

Greenfield shall use existing subsurface and geologic information for the predesign activities to perform evaluation and selection processes, and determine requirements for detailed design activities for the OSN. To the extent possible, existing systems, conditions and performance data shall be determined by Greenfield from data currently collected and compiled as part of

SCM/LMS, RI/FS, and CD-3 activities. Greenfield shall include in the predesign program field investigations to supplement that existing data.

Greenfield shall include in the evaluation of subsurface and geologic conditions the following:

- Determination of the limits of trash at and beyond the OSN landfill perimeters;
- Nature and extent of liquids in the OSN landfill;
- Nature and extent of soil contamination for nonlandfill-related areas of the OSN, including materials that make up the existing berm along the south boundary of the OSN and within the Caltrans right-of-way;
- Determination of site-specific geotechnical properties of materials that will form the foundation for possible buttresses, layers of the landfill cover, and other site structures;
- Determination of site-specific geologic properties that could affect gas migration pathways and the depth of potential subsurface liquids at the OSN landfill perimeters;
- Determination of the physical and mechanical characteristics of the existing landfill for evaluation of the response of the landfill to seismic activity (as determined by EPA to be required to supplement data developed under CD-3 work).

Landfill Gas Characterization

Greenfield shall conduct quality characterizations of the OSN landfill gas and include in the characterization the following:

- The distribution and range of various landfill gas quality constituents (e.g., methane, carbon dioxide, oxygen, and non-methane organic compounds) and the potential impacts of the landfill gas quantity/quality on the operation of the LFGTS being performed by other parties outside the scope of this Consent Decree;
- The fluctuation of gas qualities by season and changing trends with time;
- Trace gas that may influence design and operation of the LFGTS (being implemented by other parties under CD-3).

Greenfield shall estimate gas quantity for the OSN and include consideration of the following:

- Gas generation and collection rate trends over time;
- The range of landfill gas generation rates;
- The spatial distribution of landfill gas generation rates throughout the OSN landfill;
- The range of potential landfill gas collection rates.

The estimates shall consider the relationship between gas quality and collection rates.

Selection Criteria Determination

Greenfield shall establish selection criteria for alternatives evaluations for each major element of the OSN work systems including gas control system, landfill cover system, and surface water management system. Greenfield shall determine selection criteria based on: the requirements and Performance Standards identified in Section 3.2 of this SOW; and requirements for construction, operation and maintenance of commercial facilities being considered for OSN adaptive reuse.

Alternatives Identification

Greenfield shall identify alternatives to be considered for each major component of the work and the criteria to be used for final selection for components where more than one alternative is considered.

- Gas Control System - Greenfield shall consider a range of collection system concepts including surface collectors, interior wells, and boundary wells to assure integrated performance of gas control and cover systems. Greenfield shall evaluate maximizing the potential for liquids collection. Wells, probes, and surface collectors similar to those investigated and installed for SCM/LMS and CD-3 activities may be utilized subject to EPA approval.
- Cover System - EPA and Greenfield anticipate that a number of potential landfill cover systems may be feasible for the OSN landfill. Greenfield shall perform an evaluation of combinations of materials for the various layers of the Cover System. Conditions and performance characteristics of the existing landfill cover may be incorporated into the evaluation of additional requirements. Selection of any irrigation system shall consider minimization of water use including consideration of potential water sources (potable or reclaimed). Greenfield shall evaluate a range of water delivery systems. Greenfield shall evaluate cover protection alternatives including a variety of materials such as vegetation as well as other synthetic materials.
- Surface Water Management System - In selecting the type, size, and location of the drainage structures making up the Surface Water Management System, Greenfield shall evaluate design storm and storm events resulting in structure overflows. Greenfield's analysis shall incorporate an assessment of off-site impacts in terms of the quantity and quality of the run-off leaving the site and the quantity and quality of sediment and debris conveyed off-site.
- LTP/LFGTS Aesthetic Mitigation - Greenfield shall address issues related to visual and sound impacts associated with the LTP and the LFGTS. Cost effectiveness analyses shall be provided by Greenfield accounting for initial and annual costs for alternatives considered.
- Interpretive Center - Greenfield shall perform an architectural planning analysis of alternative facility layouts and configurations as part of the predesign process for this project.

In addition to the types of physical performance characteristics of each System described above, Greenfield's alternative analyses shall also consider the most appropriate construction sequence. Factors to evaluate include:

- Existing gas migration and emission conditions;
- Location of systems with respect to residences or other commercial operations;
- Integration with other OII Site systems and facilities being implemented by other parties;
- Potential requirements that certain elements, such as perimeter preparation be completed before other elements can be started;
- Schedules for related activities that may be planned as part of CD-3 activities;
- Integration and coordination with other OII Site activities being performed by other parties.

Data Collection and Engineering Calculations

If required by EPA, Greenfield shall identify data gathering efforts as early as possible to minimize impacts to the predesign schedule. These activities shall be identified during development of the OSN RA Work Plan and incorporated into activities described in the

management plans pursuant to this SOW. In addition, Greenfield shall identify as early as possible testing or evaluation of materials to be performed later in the predesign process.

Greenfield shall perform engineering analyses of alternatives to determine the degree to which selected system components satisfy the selection criteria. Example of types of analyses to be performed include the following:

- Foundation loadings for static and dynamic conditions;
- Gas collector well system analysis to determine spacing and depth requirements;
- Potential sources for import of soil for cover construction;
- Longevity evaluations of system components to project anticipated operation and maintenance requirements for alternatives.

Systems Selection

Greenfield's selection process shall be based on an evaluation of how alternatives satisfy the requirements included in this SOW and OII Site Gas Control and Cover and OII Site Final RODs.

In addition, the selection process implemented by Greenfield shall address operation, maintenance and monitoring considerations.

Predesign Report Preparation and Contents - Greenfield shall prepare and submit the Predesign Report that will include at least the following sections:

- **Introduction and Purpose**
 - Description of the report contents, structure, and objectives;
- **General Description of the Selected Components**
 - The types of gas control system and landfill cover system components selected for the OSN and the rationale for that selection;
 - The selected Surface Water Management System alternative and manner in which its design and construction will be integrated with the gas control system and landfill cover system;
 - Descriptions of aesthetic improvements proposed for the LTP and the LFGTS;
 - A general description of construction sequencing, if any for gas control systems, landfill cover systems, surface water management, OII Site access (including facilities that may be temporary for construction of remedial systems and others necessary for the long-term, post remedial action period), integration and coordination with ongoing and anticipated activities at the OII Site, and integration and coordination for future development-driven facilities such as additional freeway access provisions;
 - Descriptions of cleanup and site preparation activities for nonlandfill-related areas of the OSN;
- **OII Site plans showing remediation control systems including the Interpretive Center, planned commercial facilities, access roads, easements, right-of-ways, and property boundaries (existing and final);**
- **Presentation of Selection Criteria**
 - Presentation of criteria used for selection of alternatives;

- Summary of information obtained from field investigations and other studies that impact design activities, such as:
 - Existing system conditions and performance data, including the OSN landfill cover, wells, probes, gas collection piping;
 - Subsurface conditions including the limits of trash at the OSN landfill perimeters and with respect to the property lines, Caltrans easements, Southern California Edison easements, and any jurisdictional or other easements;
 - Subsurface conditions of the nonlandfill-areas of the OSN;
 - Modifications necessary to meet requirements for easements from other jurisdictional parties;
 - O&M requirements for easements from other parties (e.g., Southern California Edison and Caltrans);
 - Geologic conditions that may affect well and probe spacings and depths;
 - Landfill surface stability evaluation assessing the stability of the landfill surfaces with the selected cover system applied under static and dynamic conditions;
 - Construction techniques and materials for liquid and gas extraction wells;
 - Well spacing and location for both internal and perimeter gas extraction wells;
 - Cover system cross-sections;
 - Gas surface collection configurations;
 - Presentation of any additional factors considered in formulating the selected systems.
- Description of Alternatives Evaluated including alternative components, configurations, alignments, locations, and operation and maintenance cost evaluations, long-term post-construction access control provisions (including institutional controls implementation) for gas (and liquids) collection components, landfill cover components, surface water management system components, and the Interpretive Center;
- Detailed descriptions of the selected systems, including:
 - Listing of ARARs and other Performance Standards and a discussion of how Greenfield expects to achieve and sustain each ARAR and other Performance Standard;
 - The selected gas collection system, well and probe construction techniques, materials, and locations;
 - The selected surface water management systems;
 - Basis of survey vertical and horizontal control that is completely coordinated with the current system developed and maintained under CD-3;
 - Anticipated requirements for pumping of liquids from gas extraction wells and probes;
 - Perimeter preparation requirements;
 - Provisions to prevent migration, release or cross-media contamination resulting from installation of foundations for commercial facilities;
 - Cross-sections for the selected cover systems for specific portions of the OSN;
 - Provisions to maintain integrity of landfill cover components associated with installation of foundations for commercial facilities anticipated;
 - Description of systems required for structures constructed on or above the landfill cover system;

- Security and access provisions for maintenance and monitoring systems;
- Security and access provisions for existing and anticipated OSN environmental control utility and process piping corridors (e.g., landfill gas and liquids conveyance piping from the South Parcel to the OSN);
- Selected gas, liquid, surface water conveyance pipeline alignments;
- Access road configurations;
- Observations, monitoring procedures and criteria to be used to evaluate constructed system performance and determine where additional components may be necessary;
- Preliminary operations and maintenance cost estimates;
- Details of activities for OSN nonlandfill-related area site preparations including:
 - Determination of the extent and nature of hazardous materials, if any;
 - Procedures for disposal of hazardous materials, if required;
 - OII Site grading;
 - Demolition;
 - Staging;
 - Establishment of security areas, if any;
- Security and access control provisions for post-construction, long-term, commercial activities, including Interpretive Center operations;
- Preliminary construction schedule including:
 - Integration with planned OSN nonlandfill-related facilities;
 - Integration with planned LFGTS construction;
 - Integration with OSN facilities controlled by other parties performing work on the OII Site;
- Final estimates of gas quality and quantity (to be provided to others who are responsible for LFGTS design and O&M);
- An architectural preliminary design and other facility predesign documentation for the Interpretive Center in a stand-alone appendix to the Predesign Report or as a separate stand-alone report, if proposed by Greenfield and approved by EPA;
- Proposed design-build approaches and processes, including provisions for design-progress reviews by EPA and formal design deliverables for EPA review and approval.

Description of integration and coordination activities to be undertaken by Greenfield for assuring that work under this agreement will not impede work by other parties on the OII Site and that Greenfield's activities will not be inconsistent with requirements and provisions of the OII Site GCLC ROD and OII Site Final ROD.

3.8.2 Design Activities

Greenfield shall perform design activities that will result in the preparation of final design documents necessary for the construction of the OSN RA Work, including the Interpretive Center, pursuant to this SOW. The design shall include information that describes how

Performance Standards are incorporated into the design. Design parameters dictated by these Performance Standards shall be identified by Greenfield in the design packages. EPA may consider for review and approval alternative design-build and fast-track approaches if proposed by Greenfield.

Greenfield shall perform on-going coordination design activities using procedures described in the OSN RA Work Plan including over-the-shoulder meetings and other communications as described in Section 6.3 of this SOW and as approved by EPA.

Except as otherwise approved by EPA in the OSN RA Work Plan or the Predesign Report, Greenfield shall submit for EPA review and approval project design submittals at the Preliminary (30%), Prefinal (90%), and Final (100%) levels of completeness. EPA may consider alternative deliverables and submittal schedules in connection with design-build and fast-track methods if proposed and properly justified by Greenfield. EPA shall retain sole discretionary authority to require fewer or additional deliverables based on various project factors including: increasing or decreasing project complexity; changes in Greenfield's work approach; and receipt of new environmental control monitoring data. EPA shall provide written notification to Greenfield prior to the date scheduled for the then-current deliverable. Greenfield shall provide the deliverables as required.

Design information required for the Interpretive Center may be submitted in separate Preliminary (30%), Prefinal (90%), and Final (100%) levels of completeness if proposed by Greenfield and approved by EPA.

Preliminary - 30% Design - Except as modified by the approved Predesign Report, Greenfield shall include the following information in the Preliminary - 30% Design Package:

- Design Drawings including:
 - Index Sheet;
 - Plan of existing OSN conditions including "edge of trash" associated with the OSN (for the purposes of this SOW and as is consistent with parameters developed and approved by EPA for CD-3 South Parcel investigations and evaluations, trash is defined as any area where the soil has approximately 20 to 30% trash or more mixed with it);
 - Overall OII Site general arrangement plan (including existing and planned property boundaries, easements, right-of-ways, access roads, security areas, staging areas);
 - Grading plans;
 - Perimeter environmental control general arrangement plans;
 - Details and sections of main gas control features;
 - Details for landfill gas conveyance system connections to the LFGTS;
 - Details for liquid conveyance system connections to the LTS/LTP;
 - Details and sections of the landfill cover system;
 - Details and sections for commercial building foundation/landfill cover integration;

- Details and sections of the access roads;
- Details and elevation views of the Interpretive Center;
- Details and sections of OSN site security and access control provisions;
- Surface water drainage control plans with general direction of flow control;
- Irrigation system main plan;
- Details and sections for existing system modifications;
- Details and arrangement for LTP and LFGTS aesthetic improvements;
- Perimeter monitoring systems - details and sections.
- Design Specifications including:
 - Table of contents for technical specifications.
- Design Calculations including:
 - Table of contents for calculation appendix to the Design Report;
 - Basis for survey control;
 - Preliminary gas migration control modeling;
 - Final condensate and pumped liquid quantity estimates;
 - Gas influence calculations;
 - Final range of gas quantity and quality estimates;
 - Final landfill settlement estimates;
 - Static and seismic stability analyses.
- Design Report including:
 - Table of contents;
 - Description of existing systems;
 - General design concept and criteria;
 - Description of OSN site preparations;
 - Description of the Interpretive Center;
 - Description of procedures for disposition of hazardous and non-hazardous materials in connection with OSN RA Work;
 - Description of overall surface water management plan;
 - General description of monitoring systems;
 - Description of LTP/LFGTS aesthetic improvements;
 - Identification of any permits, regulatory agency approvals and access agreements appropriate for the work including the procedures and anticipated schedules to obtain them prior to submittal of the Prefinal - 90% Design Package;
 - Identification of any existing environmental control systems, structures, and utility services that will be utilized, altered, destroyed, salvaged, or abandoned during construction;
 - Listing of ARARs and other Performance Standards and a discussion of how each ARAR and other Performance Standard is expected to be satisfied;
 - Description of off-site facilities required or impacted;
 - Operations and maintenance cost estimates;
 - Table of Contents for the Construction Quality Assurance Project Plan.

Prefinal - 90% Design - Except as modified by the Predesign Report and the Preliminary (30%) Design submittal as approved by EPA, Greenfield shall include the following in the Prefinal - 90% Design Package:

- Design Drawings including Preliminary - 30% Design drawings, revised as required, and the following:
 - Plans, details and sections of main gas control features;
 - Plans, details and sections of the landfill cover system;
 - Plans, details and sections for surface water management facilities;
 - Plans, details and sections for commercial building foundation/landfill cover integration;
 - Plans, details and sections of the access roads;
 - Plans, elevations, section, and details for Site Interpretive Center;
 - Details and sections of OSN site security and access control provisions;
 - Drainage control plans and details with general direction of flow control;
 - Irrigation system main plan;
 - Details and sections for existing system modifications;
 - Plans and details for LTP and LFGTS aesthetic improvements;
 - Perimeter monitoring systems - plans, details and sections;
 - Miscellaneous gas control, cover and access road details and sections;
 - Vegetation and irrigation system details and sections, if any;
 - Miscellaneous monitoring system details and sections.

- Design Specifications including:
 - Final technical specifications including requirements for manufacturer's and construction quality assurance and quality control for all items to be constructed;
 - General conditions specifications, including requirements for coordination and integration;
 - Specifications and schedules for repair or replacement of any existing OII Site facilities and environmental control systems that will be altered, destroyed, salvaged, or abandoned during construction performed pursuant to this SOW;
 - Special provisions section of the specifications that identify the contractors' responsibilities while on site and other contractor requirements such as quality control procedures, health and safety precautions;
 - Special conditions, construction and equipment specifications for handling of liquids encountered during well and probe installations.

- Design Calculations including revisions to the Preliminary - 30% Design Calculations, and the following:
 - Table of contents for calculation appendix to the Design Report;
 - Basis for survey control;
 - Gas migration control modeling;
 - Gas emission and migration modeling results;
 - Static and seismic stability analyses for proposed gas control and landfill cover system configurations;
 - Hydrologic calculations used to determine flow rates for the Surface Water Management System design;
 - Calculations for the repair or replacement of existing systems modified, destroyed or abandoned during construction;

- Specific gas influence calculations;
- Evaluation of landfill settlement effects on landfill cover system components;
- Infiltration through and erosion of cover;
- Access road designs;
- Slope stabilization structure design, if any;
- Gas header calculations;
- Condensate and pumped liquid quantity estimates;
- Range of gas quantity and quality estimates;
- Final landfill settlement estimates;
- Static and seismic stability analyses;
- Detailed design calculations for gas and liquid collection systems;
- Miscellaneous civil calculations;
- Calculations for design of the Interpretive Center (e.g., structural, mechanical, electrical, other building specialties);
- Major and minor drainage structure calculations;
- Irrigation system calculations;
- Preliminary construction quantity estimates.

(Note: Greenfield may provide "page-holder references" to calculation documentation that is unchanged from the 30% Design Package as approved by EPA.)

- Design Report including:
 - Table of Contents;
 - Description of existing systems;
 - General design concept and criteria;
 - Description of OSN site preparations;
 - Description of overall surface water management plan;
 - General description of monitoring systems;
 - Description of LTP/LFGTS aesthetic improvements;
 - Description of Interpretive Center facilities;
 - Copies of permits, regulatory agency approvals and access agreements required for the work including the procedures and anticipated schedules to obtain them prior to submittal of the 100% Final Design Package;
 - Disposition of existing site facilities - modifications, facilities destroyed, salvaged, or abandoned during construction;
 - Listing of ARARs and other Performance Standards and a discussion of how Greenfield intends to achieve and sustain each ARAR and other Performance Standard;
 - Description of off-site facilities required or impacted;
 - Construction Quality Assurance Project Plan;
 - Completion of detailed description of Gas Control, Cover and Surface Water Management Systems;
 - Description of irrigation and vegetation systems, if any;
 - Description of procedures for implementing design modifications and for documenting field changes during construction;

- Description of procedures for transition from existing systems to and startup of new systems;
- Construction schedule;
- Format for Construction Completion Report;
- Operations and maintenance cost estimates.

(Note: Greenfield may provide "page-holder references" to design report documentation that is unchanged from the 30% Design Package as approved by EPA.)

- Bid Packages for work;
- Appendix for Calculations.

Final - 100% Design - Except as modified by the Predesign Report and other subsequent design submittals as approved by EPA, Greenfield shall include the following in the Final - 100% Design Package:

- Design Drawings including revisions to Prefinal - 90% Design Drawings;
- Design Specifications including revisions to Prefinal - 90% technical, general and special conditions specifications;
- Complete Design Calculations including:
 - Revisions to the Prefinal - 90% calculations;
 - Final quantity estimates;
- Stand-alone Design Report including revisions to the Prefinal - 90% Design Report;
- Final Construction Schedule;
- Final Construction Quality Assurance Project Plan;
- Bid Packages including revisions to Bid packages in the Prefinal - 90% Design;
- Amendments to the SHERP and QAPP to:
 - Incorporate designed systems;
 - Provide methods to measure compliance with Performance Standards;
 - Incorporate Final Construction Quality Assurance Project Plan;
- Amendments to the Operations Plan to:
 - Incorporate new system descriptions;
 - Provide for methods to measure compliance with Performance Standards;
 - Incorporate new systems into the management information system ("MIS");
 - Incorporate new monitoring and maintenance requirements and schedules;
 - Incorporate new Sampling Plans for monitoring requirements;
 - Incorporate new OSN site security and long-term commercial access control procedures;
 - Incorporate OSN remedial facilities Contingency Plans and associated cost estimates.

3.9 Construction Activities

Construction activities shall be guided by the approved design or design-build documents and the management plans approved for this SOW. Greenfield shall provide technical supervision and construction management during the work construction activities. Modifications, field changes, and schedule revisions shall be documented and submitted to EPA for approval, in accordance with procedures presented in the OSN RA project design package submittals as approved by

EPA. Except as otherwise approved by EPA, Greenfield shall incorporate in remedial action constructions the following activities:

- First system inspection by EPA;
- Greenfield's correction of punch list activities as determined by EPA;
- Reinspections if required by EPA;
- Pre-startup testing by Greenfield;
- Startup testing by Greenfield;
- Final inspection by EPA;
- Greenfield's correction of punch list activities as determined by EPA;
- Reinspections if required by EPA;
- System Startup by Greenfield.

Construction As-Built Report

Greenfield shall prepare and submit Construction As-Built Reports to EPA that shall include the following items:

- Introduction;
- As-built plans and specifications;
- Remedial systems Compliance Testing Plan;
- Construction QA/QC records;
- Summary of design changes;
- Revised Operations Plan as required;
- Professional Engineer certification that Construction Activities have been completed according to the Design.

3.10 Compliance Testing/Evaluation Activities

Greenfield shall perform compliance testing of the remedial systems and components implemented under this Consent Decree. The overall objective of the compliance testing activities is to demonstrate that the constructed systems have achieved compliance with the Performance Standards. Greenfield shall begin compliance testing after EPA approval of the Construction As-Built Final Report and the Compliance Testing Plan. Compliance testing activities shall be performed in consecutive 90-day Compliance Testing Periods ("day" for purposes of this SOW shall have the definition provided in this Consent Decree). Following completion of the Compliance Testing Period and during the demonstration O&M period, Greenfield shall transition the completed remedial systems to the parties responsible for performing operations and maintenance.

Compliance Testing Plan

Greenfield shall submit a Compliance Testing Plan as an appendix to the Operations Plan. The Compliance Testing Plan shall describe the compliance procedures to be used to demonstrate compliance and guide the compliance testing activities and acceptance procedures. The Compliance Testing Plan shall be submitted to EPA for review and approval at three levels of completeness (Outline, Prefinal, and Final) concurrently with the equivalent Construction As-Built Report submittals. The Compliance Testing Plan shall include the following:

- Identification of Performance Standards that are subject to compliance testing;

- Discussion of overall approach to demonstrating compliance with the identified Performance Standards, including the manner in which statistical, temporal, and non-systemic performance variations will be interpreted;
- A description of the specific monitoring and testing procedures that will demonstrate compliance with the Performance Standards, including monitoring frequency within the Compliance Testing Periods;
- Sampling and analysis procedures (or reference to applicable monitoring and sampling plans);
- The format for the Compliance Testing Report.

Compliance Testing Request - After EPA approval of the Final Construction As-Built Report(s) and the Final Compliance Testing Plan, Greenfield shall submit a Compliance Testing Request that specifies the control system to be tested and the start date for the Compliance Testing Period.

Compliance Testing Period - Greenfield shall conduct compliance testing in specific Compliance Testing Periods pursuant to specific procedures as set forth in the Compliance Testing Plan. Compliance testing shall occur in consecutive 90-day Compliance Testing Periods. A Compliance Testing Period shall be considered successful if EPA determines that Greenfield has demonstrated that all Performance Standards identified in the Compliance Testing Plan have been attained under normal operating conditions as set forth in the Operations Plan.

Greenfield shall conduct monitoring and sampling to demonstrate compliance during the Compliance Testing Period pursuant to schedules set forth in the Compliance Testing Plan.

In the event monitoring shows noncompliance pursuant to procedures set forth in the Compliance Testing Plan, Greenfield shall perform activities including but not limited to the following during the Compliance Testing Period:

- Additional monitoring and/or sampling prior to any other activities to eliminate the possibility of statistical aberration or sampling errors;
- Adjustments to controls that may alter the performance of the site systems;
- Additional construction activities.

With regard to perimeter probe monitoring, Greenfield must demonstrate that all probes are in compliance concurrently.

With regard to grid survey emission survey monitoring, Greenfield shall demonstrate that each grid is in compliance during the Compliance Testing Period.

Compliance Testing Reports - Greenfield shall submit Compliance Testing Reports no later than six (6) weeks ("week" for purposes of this SOW shall mean seven days, using this Consent Decree's definition of "day") after conclusion of each Compliance Testing Period. The format of the Compliance Testing Report shall be presented in the Compliance Testing Plan and shall include at a minimum:

- A statement as to whether the Compliance Testing Period was successful or unsuccessful;

- A summary of monitoring and other activities related to compliance testing and evaluation conducted during the Compliance Testing Period;
- A summary of monitoring and other data collected during the Compliance Testing Period including locations and sampling dates for each data point or set of data points relating to System performance or compliance testing;
- A summary of operating data relating to System performance or compliance testing;
- A summary of noncompliance times and locations, including the nature of any noncompliance such as operational upsets or maintenance shutdowns;
- A summary of additional monitoring conducted in response to noncompliance conditions encountered;
- Maps and figures necessary to demonstrate geographic or temporal trends with respect to compliance;
- An explanation of any noncompliance that Greenfield determines is due to a statistical variation or non-systemic variance (such as operational variation) and corrective actions planned;
- A description of activities planned for the next Compliance Testing Period.

Within 45 days of receipt of the Compliance Testing Report for the second of two consecutive successful Compliance Testing Periods, EPA shall notify Greenfield whether compliance testing activities have been successfully completed in accordance with this Agreement. In making its determination of whether Greenfield have completed two consecutive successful Compliance Testing Periods, the factors that EPA may consider include but are not limited to the following:

- Monitoring data collected by Greenfield relating to system performance and compliance testing;
- Other System performance and operational data relating to compliance testing;
- The location, nature and duration of any noncompliance such as operational or maintenance upset during the Compliance Testing Period;
- Activities conducted or planned to correct any noncompliance;
- Geographical or temporal trends in data, including any data collected during operation of the system during construction activities;
- The potential for statistical aberrations or sampling errors;
- Other information related to system performance such as gas modeling;
- The potential effect of other OII Site activities on compliance testing.

Compliance Date - The Compliance Date shall be the date of the beginning of the first of the two consecutive successful Compliance Testing Periods.

Construction Completion Report - Within 45 days after receiving EPA notice that compliance testing activities have been successfully completed, Greenfield shall submit the Construction Completion Report to EPA. The format of the Construction Completion Report shall be presented in the Final Design Report and shall include at least the following:

- Introduction;
- Summary of OSN remedial systems transition activities;
- Revised As-Built Plans and Specifications reflecting any modifications made to the OSN work systems as part of the compliance testing activities;

- Revised Operations Plan reflecting any changes to operational procedures as a result of compliance testing activities;
- Professional Engineer certification that work has been completed according to the design, and that As-Built Drawings are accurate.

3.11 Operations and Maintenance Activities

Greenfield shall perform demonstration Operations and Maintenance including monitoring of remedial systems installed as part of the OSN RA Work for a period of at least 270 days after the Compliance Date (defined in Section 3.10 of this SOW) and until the effective date of the OSN RA Certification of Completion.

If at any time during Operations and Maintenance, Greenfield fails to achieve any Performance Standard, required under this SOW and Consent Decree, Greenfield shall:

- Take all steps to protect public health and the environment;
- Submit a written Noncompliance Notification to EPA within five (5) days of receipt of the information indicating the noncompliance event. The format of Noncompliance Notification shall be presented in the Operations Plan and shall include at least the following:
 - Time and location of the noncompliance event;
 - The nature of the noncompliance event including quantitative monitoring data;
 - Identification of the Performance Standard(s) that were not complied with;
 - Description of the activities already performed to verify the monitoring data or to remedy the noncompliance;
 - Additional monitoring data necessary to demonstrate compliance if compliance is achieved and maintained within 5 days of receipt of the information indicating a noncompliance event.
- In event that compliance is attained and maintained within 5 days of receipt of the information indicating the noncompliance event, no further action will be required after submittal of the Noncompliance Notification;
- In the event that compliance is not attained and maintained within 15 days of receipt of information indicating the noncompliance event, Greenfield shall submit a Compliance Action Plan within 15 days of receipt of the information indicating the noncompliance event. The format of the Compliance Action Plan shall be presented in the Operations Plan and shall include at least:
 - Information presented in the Noncompliance Notification and any additional information or clarification related to that information;
 - Description of the activities necessary to attain compliance, including plans, specifications, and calculations;
 - A schedule for performance of the activities necessary to attain compliance, including the date compliance is expected to be demonstrated and the submittal date of the Noncompliance Correction Report.
- In the event that compliance is attained and maintained after submittal of Noncompliance Notification and within 15 days of receipt of information indicating the noncompliance

- event, a Compliance Action Plan shall not be required; however, a Noncompliance Correction Report shall be submitted in its place on that date;
- In the event that compliance is not attained and maintained prior to submittal of the Compliance Action Plan, Greenfield shall perform the activities pursuant to the Compliance Action Plan. Greenfield shall commence performance of those activities upon written approval of the Compliance Action Plan by EPA. Greenfield may commence performance of the activities described in the Compliance Action Plan upon verbal authorization to begin those activities by the EPA Project Coordinator. Verbal authorization shall not constitute approval of the Compliance Action Plan or the schedules set forth in the Compliance Action Plan;
 - If compliance is attained, Greenfield shall submit a Noncompliance Correction Report pursuant to the schedule set forth in the Compliance Action Plan or as provided for elsewhere in this Section of the SOW. The format of the Noncompliance Correction Report shall be presented in the Operations Plan and shall include at least the following:
 - Description of activities performed pursuant to the Compliance Action Plan;
 - Description of any additional activities performed;
 - The date compliance was demonstrated;
 - Monitoring data that shows that compliance was achieved and maintained;
 - Any modifications to As-built Drawings, Operations Plans, or other plans.
 - In the event that compliance is not achieved within the time specified in the Compliance Action Plan, Greenfield shall submit an additional Compliance Action Plan instead of the Noncompliance Correction Report.

Pursuant to Paragraph XI.B.3 of this Decree, based on reviews of monitoring and O&M data or other site-specific circumstances, EPA may require Greenfield to perform additional studies and investigations and to summarize and analyze the results for EPA review and approval.

3.12 OSN Site Administration

Until the certification of completion of OSN RA Work is approved by EPA, Greenfield shall manage staff, order equipment, and perform necessary administrative functions to ensure that requirements and Performance Standards pursuant to this Consent Decree are achieved. Activities shall include health and safety monitoring and enforcement, employee training, budget administration, O&M of any buildings and facilities provided by Greenfield for performance of its work required by this SOW, performance reporting, and payment of applicable taxes and fees.

To the extent that such activities are not performed by other parties with EPA approval, and in parallel to activities being conducted by the CD-3 Work Defendants, and parties to future consent decrees, agreements, or other orders necessary for implementing the OII Site Final ROD, Greenfield shall provide and conduct all necessary administrative activities for OSN RA Work pursuant to this Consent Decree. Greenfield shall describe the required activities in the Operations Plan.

3.13 OSN Annual Work Status Report

Greenfield shall prepare and submit a Work Status Report at yearly intervals following the effective date of this Consent Decree until the effective date of the OSN RA Certification of Completion.

Contents of this report shall include at least the following information:

- A synopsis of the work;
- Annual Summary OSN Gas Control, Landfill Cover, and Surface Water Management activities addressing compliance with Performance Standards;
- Annual Summary of Institutional Controls Effectiveness Monitoring;
- Annual Summary of Interpretive Center activities;
- Annual Summary of Costs for performing work activities pursuant to this Consent Decree;
- Description of Community Relations/Community Involvement Participation Activities and results and impacts of these activities;
- Description of any outstanding activities to be performed by Greenfield required by this Consent Decree or SOW and Greenfield's schedule for implementation.

3.14 OSN Remedy Review/Work Status Report

Pursuant to Paragraph XI.B.3.i of this Consent Decree, Greenfield shall prepare and submit a work status report in draft and final formats.

Contents of this report shall include at least the following information:

- OII Site Summary;
- Description and Objectives of Remedial Actions;
- A synopsis of the work;
- Summary of OSN Gas Control, Cover, and Surface Water Management activities addressing compliance with Performance Standards;
- Summary of Institutional Controls implementation addressing compliance with Performance Standards;
- Annual Summary of Interpretive Center activities;
- Description of Community Relations/Community Involvement Participation Activities and results and impacts of these activities;
- Areas of Noncompliance and status of corrective actions implemented;
- Description of any outstanding activities required by this Consent Decree or SOW and schedule for implementation;
- Summary of Costs for performing work activities pursuant to this Consent Decree;
- An analysis of newly promulgated or modified requirements of Federal and State environmental laws to determine if they call into question the protectiveness of the remedies in place;

- Discussion of whether State or Federal environmental laws regulating substances not addressed under contaminants of concern have changed such that the remedy is no longer protective;
- Pending changes in zoning or land-uses that could undermine institutional controls established as part of the remedies;
- Analysis of O&M activities and any cost increases to determine if such increases warrant proposals of additional remedial actions to reduce O&M activities or contain rising costs;
- Recommendations for Future Response Actions.

Pursuant to Paragraph XI.B.3.i of this Consent Decree, based on reviews of monitoring and O&M data or other site-specific circumstances, EPA may require Greenfield to perform additional studies and investigations and to summarize and analyze the results for EPA review and approval.

3.15 OSN RA Work Completion Report

Pursuant to Paragraph XI. B of this Consent Decree, Greenfield shall submit to EPA an OSN RA Work Completion Report for review and approval. This report shall include monitoring data showing full compliance with Performance Standards at the end of the remedial action work period required by this Consent Decree. In the OSN RA Work Completion Report, a registered professional engineer and Greenfield's Project Coordinator shall state that the OSN RA Work has been completed in full satisfaction of the requirements of this Consent Decree. The written report shall include as-built drawings signed and stamped by a professional engineer. The report shall include as an attachment, the warranty meeting the requirement of Paragraph XI.B.4.e of this Consent Decree. In addition, the report shall contain the following statement, signed by a responsible corporate official of Greenfield or its Project Coordinator: "To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate, and complete."

Contents of this report shall include at least the following information:

- Site summary
- Description and requirements of remedial actions
- A synopsis of the Work
- Summary of the following remedial activities including certification of compliance with Performance Standards for:
 - OSN Gas Control, Landfill Cover and Surface Water Management; OSN institutional controls implementation and any pending changes in zoning or land-uses that could undermine institutional controls as part of the remedies
- Summary of Community Relations/Community involvement activities and results and impacts of these activities
- Areas of past noncompliance and corrective actions implemented
- Status Summary for the additional following types of activities:
 - OSN administration; OSN access and security; and operation and maintenance activities, and other activities for transition of operation and maintenance activities to the Generator Group

- Summary of costs for performing remedial work pursuant to this Consent Decree
- Updated as-built drawings, signed and stamped by a professional engineer.
- Index of all deliverables submitted pursuant to this Consent Decree and dates of modifications to these deliverables, if any. Copies shall be provided to EPA upon request.

3.16 Deliverables and Review Procedures

As described by the procedures incorporated in the Work Plan, Greenfield may propose modifications to the contents of each deliverable or the schedule for submittal of deliverables for EPA review and approval.

EPA shall retain sole discretionary authority to approve, conditionally approve, or disapprove deliverables, any modifications to the contents of each deliverable, or changes to the schedule for activities and submittal of deliverables proposed by Greenfield.

EPA shall retain sole discretionary authority to require fewer or additional deliverables based on various project factors including: increasing or decreasing project complexity; changes in CD-7 Work Parties' work approach; and receipt of new environmental control monitoring data. EPA shall provide written notification to CD-7 Work Parties detailing the revised deliverables and associated schedules prior to the date scheduled for the next related deliverable. CD-7 Work Parties shall provide the deliverables as required.

Deliverables and Activities

Greenfield shall provide the deliverables listed below for EPA review and approval. Pursuant to Section 6.6 of this SOW, # denotes significant deliverables, and * denotes deliverables that include distribution of informational copies to IAC members and other parties as determined by EPA. Deliverables without these annotations are to be considered standard deliverables.

- **Management Plans**
 - OSN RA Work Plan
Outline
Prefinal #
Final #
Amended, if necessary #
 - SHERP
Outline
Prefinal *
Final *
Amended, if necessary *
 - QAPP
Outline
Prefinal
Final

- Amended, if necessary
- Operations Plan
 - Outline
 - Prefinal #
 - Final #
 - Revised, if necessary #
 - Second Revised, if necessary #
- Sampling Plans
 - Outline
 - Prefinal
 - Final
- Project Plan/Technical Memoranda, if necessary
 - Request with Outline and 10% TM
 - Prefinal - 90% TM, if required #
 - Final - 100% TM, if required #
- O&M Transition Plan
 - Outline
 - Prefinal #
 - Final #
- OSN Access and Security Plan
 - Outline
 - Prefinal #
 - Final #
- Community Relations Participation Plan (if not incorporated in the OSN RA Work Plan)
 - Outline and Draft Plan #
 - Final Plan #
- **Design**
 - Pre-design Report
 - Report Outline
 - Prefinal #
 - Final #
 - Final Design
 - Preliminary - 30% Design #
 - Prefinal - 90% Design #
 - Final - 100% Design #
- **Construction**
 - Contractor Selection Notification
 - Construction Schedule
 - System Startup
 - Pre-Startup Testing
 - Transition from Existing Systems to New Systems
 - Initial Field Monitoring

- Construction As-Built Report and Compliance Testing Plan
Report and Compliance Testing Plan Outline
Prefinal Report and Compliance Testing Plan #
Final Report and Compliance Testing Plan #
- **Compliance Testing and Facilities Transition**
 - Compliance Testing Request
 - Compliance Testing Reports
 - Noncompliance Notification #
 - Compliance Action Plan #
 - Compliance Correction Report #
 - Construction Completion Report
- **OSN Annual Work Status Report**
 - Draft Report
 - Final Report *
- **OSN Remedy Review/Work Status Report**
 - Draft Report
 - Final Report *
- **OSN RA Work Completion Report**
 - Prefinal - 90%
 - Final - 100% *

3.17 Review Approach and Procedures

EPA review procedures are used to provide a forum for presentation of EPA's review comments to Greenfield and are intended to facilitate incorporation of EPA comments into the next phase of the work submittal. EPA will review and provide comments on all of Greenfield's deliverables unless otherwise determined by EPA. Following review, the EPA Project Coordinator may schedule a review conference to discuss EPA comments with Greenfield and determine required action necessary for preparation and submittal of the subsequent deliverable.

Details of the review process, including review conferences, shall be established by the EPA and Greenfield Project Coordinators in accordance with the following guidelines:

- EPA will expedite review of all deliverables considering anticipated complexity, numbers of reviewers, and schedule priorities;
- EPA may transmit written comments to Greenfield for response by Greenfield. EPA may alternatively provide verbal comments and approvals with confirmation provided by EPA in written correspondence to Greenfield;
- Greenfield shall submit written response to all EPA comments (written or specified verbal) including changes made in the subsequent deliverable;

- EPA will review design-in-progress through a series of Technical Exchange Meetings (“TEMs”) to be conducted by Greenfield at strategic points throughout the design, design-build, or fast-track processes. Each design review TEM shall address design review checklists that are prepared in advance as directed by EPA.

For construction involving EPA inspections, multiple inspections may follow incorporation of respective phases of punch list work (i.e., implementation of final construction details necessary to conform to the project design requirements) prior to conducting startup testing activities.

Review of Greenfield Construction As-built Report may include a facility tour at EPA’s option.

Any deliverable not identified in this Section shall undergo, at a minimum, the review procedures described in this Section of the SOW, under the schedule set forth for the “Construction As-Built Report,” and consist of outline, draft and final submissions.

As required by EPA, Greenfield shall develop and implement revised review procedures to reflect current project complexities, EPA oversight policies and requirements, and other procedures designed to streamline project administrative and enforcement implementation.

3.18 Schedules for Management Plans and Other Requirements

If EPA determines it is appropriate, time periods set forth pursuant to this schedule may be changed by written notification from EPA, without requiring a formal modification of this Consent Decree, management plan, or approved project deliverable.

Requests from Greenfield for schedule modifications shall be timely and include discussion of the reason for the request.

Greenfield shall confirm to EPA the calendar date of subsequent deliverables.

EPA shall retain sole discretionary authority to approve, conditionally approve, or disapprove deliverables, any modifications to the contents of each deliverable, or changes to the schedule for activities and submittal of deliverables proposed by Greenfield.

EPA shall retain sole discretionary authority to require fewer or additional deliverables based on various project factors including: increasing or decreasing project complexity; changes in the Greenfield’s work approach; and receipt of new environmental control monitoring data. EPA shall provide written notification to Greenfield detailing revised deliverables and associated submittal schedules prior to the date scheduled for the next related deliverable. Greenfield shall provide the deliverables as required.

Greenfield shall comply with the following schedules for providing deliverables and performing other activities:

• **OSN RA Work Plan**

Work Plan Outline	30 days after receipt of EPA authorization to proceed (See Paragraph XI.B.3 of the Consent Decree)
Prefinal Work Plan	4 weeks after receipt of EPA approval of the Work Plan Outline
Final Work Plan	4 weeks after receipt of EPA approval of the Prefinal Work Plan
Amended, if necessary	As required by EPA

• **QAPP**

QAPP Outline	30 days after receipt of EPA authorization to proceed (See XVII.D of the Consent Decree)
Prefinal QAPP	4 weeks after receipt of EPA approval of the QAPP Outline
Final QAPP	4 weeks after receipt of EPA approval G53 of the Prefinal QAPP
Amended QAPP, if necessary	With Final Design Packages or as warranted by changes in the site conditions

• **OSN Operations Plan**

OSN Operations Plan Outline	4 weeks after receipt of EPA approval of the Preliminary - 30% Design
Prefinal OSN Operations Plan	4 weeks after receipt of EPA approval of the Prefinal - 90% Design and the Operations Plan Outline
Final OSN Operations Plan	4 weeks after receipt of EPA approval of the Final - 100% Design and the Prefinal OSN Operations Plan
Revised OSN Operations Plan	Prior to Compliance Testing Request
Second Revised OSN Operations Plan, if necessary	4 weeks after receipt of EPA approval of the Construction Completion Report

- **Sampling Plans**

Outline	As established in the Final Work Plan or the Proposal/TM
Prefinal	4 weeks after receipt of EPA approval of the Sampling Plan Outline
Final	4 weeks after receipt of EPA approval of the Prefinal Sampling Plan

- **Project Proposals/Technical Memoranda ("TM")**

Outline and 10% TM	As approved by EPA
Prefinal - 90% TM, if required	As approved by EPA
Final - 100% TM	4 weeks after receipt of EPA approval of the Prefinal TM

- **O&M Transition Plan**

Outline	As approved by EPA in the Final OSN RA Work Plan
Prefinal	4 weeks after receipt of EPA approval of the Outline
Final	4 weeks after receipt of EPA approval of the Prefinal Plan

- **Schedule for Community Relations Participation Plan (if not incorporated into the OSN RA Work Plan)**

Outline and Draft Plan	30 days after receipt of EPA authorization to proceed
Final Plan	4 weeks after receipt of EPA approval of the Draft Plan

- **Schedule for Design**
- **Predesign Report**

Predesign Report Outline	2 weeks after receipt of EPA approval of the Final Work Plan
--------------------------	--

Predesign Sampling Plan	Predesign Sampling Activities shall begin upon approval of the Final Work Plan and Final QAPP and acceptance of the Final SHERP. The duration of Predesign Sampling Activities shall be established in the Work Plan, and shall not extend beyond 12 months after approval of the Final Work Plan.
Prefinal Predesign Report	The Prefinal Predesign Report shall be submitted at the later of the following two times: (a) 10 weeks after receipt of EPA approval of the Predesign Report Outline, or (b) 12 weeks after completion of Predesign Sampling Activities as specified in the Final Work Plan.
Final Predesign Report	4 weeks after receipt of EPA approval of the Prefinal Predesign Report

- **Final Design (Preliminary, Intermediate, Prefinal, and Final)**

Preliminary (30%) Design	8 weeks after receipt of EPA approval of the Final Predesign Report
Prefinal (90%) Design	12 weeks after receipt of EPA approval of the Preliminary (30%) Design
Final (100%) Design	4 weeks after receipt of EPA approval of the Prefinal (90%) Design

• **Schedule for Construction Activities**

- **Contractor Selection**

Contractor Selection and Construction Start	16 weeks after receipt of EPA approval of Final Design
---	--

- **Construction Schedule**

Construction Schedule	As established in Final Design
-----------------------	--------------------------------

- **System Startup**

Pre-Startup Testing	As established in the Final Design
Transition from Existing Systems to New Systems	As established in the Operations Plan
Initial Field Monitoring	As established in the Operations Plan

- **Construction As-Built Report**

Construction As-Built Report and Compliance Testing Plan Outline	4 weeks after Pre-Startup Testing is initiated
Prefinal Construction As-Built Report and Compliance Testing Plan	4 weeks after receipt of EPA approval of the Construction As-Built Report Outline
Final Construction As-Built Report and Compliance Testing Plan	2 weeks after System Startup and prior to Compliance Testing Request
Revised Construction As-Built Report, if necessary	6 weeks after receipt of EPA approval of Construction Completion Report

• **Schedules for Compliance Testing Activities**

- **Compliance Testing Requests**

Compliance Testing Request - establishes start date for first compliance testing period	After receipt of EPA approval of Final Construction As-Built Report and Final Compliance Testing Plan
---	---

- **Compliance Testing Reports**

Compliance Testing Reports	6 weeks after completion of each 90-day Compliance Testing Period
----------------------------	---

- **Construction Completion Report**

Construction Completion Report	45 days after receipt of EPA notice that compliance testing activities have been successfully completed
--------------------------------	---

• **Schedule for OSN Operation and Maintenance Activities**

- **Noncompliance Notification Reports**

Noncompliance Notification	Within 5 days of receipt of the information indicating the noncompliance event
----------------------------	--

Compliance Action Plan	Within 15 days of receipt of the information indicating the noncompliance event
Compliance Correction Report	As established in the Compliance Action Plan

- **Schedule for OSN Annual Work Status Report**

Draft Report	Annually within 4 weeks following the last landfill gas monitoring event performed each calendar year
Final Report	4 weeks after receipt of EPA approval of the Draft Report

- **Schedule for OSN Remedy Review/Work Status Report**

The Remedy Review/Work Status Report shall be prepared and submitted by Greenfield to EPA in accordance with Paragraph XI.B.3.i of this Consent Decree.

- **Schedule for OSN RA Work Completion Report**

The OSN RA Work Completion Report shall be submitted pursuant to Paragraph XI.B.6.a of the Consent Decree.

4.0 REQUIREMENTS FOR THE GENERATOR GROUP - REMEDIATION PARCEL SECURITY WORK, OII SITE-NORTH OPERATIONS AND MAINTENANCE, AND CONTINGENCY PLAN AND CORRECTIVE ACTION IMPLEMENTATION

In addition to any other applicable requirement under this Consent Decree and SOW, the Generator Group to this Consent Decree shall comply with all of the requirements of this Section.

4.1 RP Security Work

The Generator Group shall perform activities for security of the facilities located on the Remediation Parcel in accordance with a RP Security Work Plan approved by EPA.

4.1.1 RP Security Work Plan

The Generator Group shall prepare for submittal to EPA and implement as approved by EPA, a plan for maintaining security for the OII Site remedial facilities located on the Remediation Parcel (e.g., the LTP and LFGTS).

The RP Security Work Plan shall contain at least the following elements:

- Introduction;
- Responsibilities;
- Integration and Coordination with Other CD-7 Work Parties at the OII Site;
- Security Guard Qualifications and Training Requirements;
- RP OII Site Security Facilities;
- Security Operations
 - Operating hours;
 - Access control;
 - Gate check-in/out;
 - Construction equipment access/exit;
 - OII Site communication;
 - OII Site integration and coordination;
 - Emergencies;
 - Storm events;
 - Security checks and inspections;
 - Unauthorized site access (prevention and response procedures);
 - Record keeping;
 - Management and supervisory assistance.

Pursuant to Paragraph XII.D of the Consent Decree, the Generator Group shall perform the RP Security Work until such time as EPA issues the OII Site Final Certification of Completion, or until the EPA and the Generator Group agree in writing that the RP Security Work is no longer necessary due to the decommissioning of the remediation facilities within the Remediation Parcel.

4.1.2 Deliverables

The Generator Group shall provide the following deliverables for EPA review and approval:

- RP Security Work Plan
 - Outline
 - Prefinal
 - Final

For the purposes of this SOW as discussed in Section 6.6, the Prefinal and Final RP Security Work Plan(s) shall be considered significant deliverables.

4.1.3 Schedule

Activities performed by the Generator Group shall comply with the following schedules:

• **RP Security Work Plan**

Outline	30 days after receipt of EPA authorization to proceed (see Paragraph XVII.D of the Consent Decree)
Prefinal	4 weeks after receipt of EPA approval of the Plan Outline
Final	4 weeks after receipt of EPA approval of the Prefinal Plan

4.2 OSN Operations and Maintenance Work (“OSN O&M Work”)

4.2.1 General Requirements

Pursuant to Section XVI of this Consent Decree and until such time as EPA issues the OSN O&M Certification of Completion (Paragraph XII.C) for this Consent Decree, the Generator Group shall perform required activities for administration and operations, monitoring, and maintenance for the remediation systems (including the aesthetic mitigation measures installed for the LFGTS and the LTP) pursuant to this Consent Decree for OSN remediation. These activities shall include the tasks described in the Operations Plan prepared by other parties as a part of this Consent Decree. EPA shall consider work to address OSN remedial system capacity inadequacies, and other structural failures that result from exceedance of ARAR-required/EPA approved remedial systems design criteria, parameters, and limits to be corrective action. The Generator Group shall perform corrective action in accordance with the provisions set forth below in this Section of the SOW.

For the O&M period of this Consent Decree, the Generator Group shall assure that all facilities and environmental control systems implemented by Greenfield for OSN RA Work pursuant to this Consent Decree are operated and maintained, and that all performance requirements and Performance Standards are achieved and sustained.

The Generator Group shall comply with the procedures for control of long-term public/commercial access to and within the OSN to ensure that post-construction remedial systems operating and maintenance, and related safety, health, and emergency response requirements and remedial systems Performance Standards can be achieved and sustained.

As a part of OSN O&M Work, the Generator Group shall finance and perform staffing and operations and maintenance of the Interpretive Center for the period required by this Consent Decree; O&M for the Interpretive Center shall begin when EPA issues the OSN RA Certificate of Completion, and Interpretive Center Staffing Work shall begin when the Generator Group has received notification that Goodwill has completed its work under this Consent Decree. Staffing shall conform to the requirements outlined in Section 5.1, and O&M shall include utility and services described in Section 3.6 of this SOW.

The Generator Group shall coordinate and integrate their activities pursuant to the approved Operations Plan with work being performed under CD-3, CD-3 Excluded Work, ongoing activities at the OII Site by other parties, and parties to future consent decrees, agreements, or other orders necessary for implementing the OII Site Final ROD.

4.2.2 OSN O&M Work Plan

The Generator Group shall submit for EPA review and approval an OSN O&M Work Plan that describes the procedures and schedules for performing O&M for the OSN remedial systems and the Interpretive Center. Schedules for this work shall outline activity sequences, submittal of deliverables, and scheduled activity completion dates, and highlight significant deliverables and significant activities. For the purposes of this SOW, significant deliverables are as listed in Sections 4.1.2, 4.2.8, and 4.3.4. Significant activities shall be tasks leading to completion of significant deliverables, implementation of O&M compliance actions, contingency plan or corrective action implementation, and transition of RP Security Work and OSN O&M work to the other parties as directed by EPA. Procedures for preparation of other plans including the SHERP, QAPP, and schedule of activities and personnel proposed to be included in the EPA's North Parcel Community Relations Plan shall also be addressed in the OSN O&M Work Plan. EPA shall be allowed to participate in any public meetings performed by the Generator Group that discuss OSN O&M activities and related OII Site remediation. In addition, this OSN O&M Work Plan shall present qualifications of staff or contractors the Generator Group intends to employ for performance of the required O&M activities for EPA review and approval. To the extent practicable, the Generator Group shall adopt relevant plans that have already been approved by EPA for work required at the OII Site, including the Operations Plans, SHERPs, and QAPPs.

4.2.3 Compliance with Performance Standards

If at any time during Operations and Maintenance, the Generator Group fails to achieve any Performance Standard, pursuant to requirements of this SOW and Consent Decree, the Generator Group shall:

- Take all immediate necessary steps to protect public health and the environment;
- Submit a written Noncompliance Notification to EPA within five (5) days of receipt of the information indicating the noncompliance event. The format of Noncompliance Notification shall be presented in the Operations Plan and shall include at least the following:
 - Time and location of the noncompliance event;
 - The nature of the noncompliance event including quantitative monitoring data;
 - Identification of the Performance Standard(s) that were not complied with;
 - Description of the activities already performed to verify the monitoring data or to remedy the noncompliance;
 - Additional monitoring data necessary to demonstrate compliance if compliance is achieved and maintained within 5 days of receipt of the information indicating a noncompliance event.

- In event that compliance is attained and maintained within 5 days of receipt of the information indicating the noncompliance event, no further action will be required after submittal of the Noncompliance Notification;
- In the event that compliance is not attained and maintained within 15 days of receipt of information indicating the noncompliance event, the Generator Group shall submit a Compliance Action Plan within 15 days of receipt of the information indicating the noncompliance event. The format of the Compliance Action Plan shall be presented in the Operations Plan and shall include at least:
 - Information presented in the Noncompliance Notification and any additional information or clarification related to that information;
 - Description of the activities necessary to attain compliance, including plans, specifications, and calculations;
 - A schedule for performance of the activities necessary to attain compliance, including the date compliance is expected to be demonstrated and the submittal date of the Noncompliance Correction Report.
- In the event that compliance is attained and maintained after submittal of Noncompliance Notification and within 15 days of receipt of information indicating the noncompliance event, a Compliance Action Plan shall not be required; however, a Noncompliance Correction Report shall be submitted in its place on that date;
- In the event that compliance is not attained and maintained prior to submittal of the Compliance Action Plan, the Generator Group shall perform the activities pursuant to the Compliance Action Plan. The Generator Group shall commence performance of those activities upon written approval of the Compliance Action Plan by EPA. The Generator Group may commence performance of the activities described in the Compliance Action Plan upon verbal authorization to begin those activities by the EPA Project Coordinator. Such verbal authorization shall not constitute approval of the Compliance Action Plan or the schedules set forth in the Compliance Action Plan;
- If compliance is attained, the Generator Group shall submit a Noncompliance Correction Report pursuant to the schedule set forth in the Compliance Action Plan or as provided for elsewhere in this Section of the SOW. The format of the Noncompliance Correction Report shall be presented in the Operations Plan and shall include at least the following:
 - Description of activities performed pursuant to the Compliance Action Plan;
 - Description of any additional activities performed;
 - The date compliance was demonstrated;
 - Monitoring data that shows that compliance was achieved and maintained;
 - Any modifications to As-built Drawings, Operations Plans, or other plans.
- In the event that compliance is not achieved within the time specified in the Compliance Action Plan, the Generator Group shall submit an additional Compliance Action Plan instead of the Noncompliance Correction Report.

The Generator Group shall assume operation and maintenance responsibility of additional remedial facilities that may be installed pursuant to Section 4.3 of this SOW (e.g., systems required for implementation of corrective actions).

4.2.4 OSN Annual Work Status Report

Following EPA issuance of the OSN RA Certification of Completion, the Generator Group shall prepare and submit a Work Status Report at yearly intervals.

Contents of this report shall include at least the following information:

- A synopsis of the work;
- Annual Summary OSN Gas Control, Cover, and Surface Water Management activities addressing compliance with Performance Standards;
- Annual Summary of Institutional Controls Effectiveness Monitoring;
- Annual Summary of Interpretive Center activities;
- Annual Summary of Costs for performing work activities pursuant to this Consent Decree;
- Description of Community Relations/Community Involvement Activities and results and impacts of these activities;
- Description of any outstanding activities required by this Consent Decree or SOW and schedule for implementation.

Proposed changes to the Construction and Excavation Management Plan for the OSN shall be addressed in this Report by the Generator Group for EPA review and approval. In addition, proposed revisions to the SHERP, OII Site access and security procedures, and Operations Plan shall be included for EPA consideration.

4.2.5 OSN O&M Review/Work Status Report

At five-year intervals following EPA issuance of the OSN RA Certification of Completion, the Generator Group shall prepare and submit a work status report in draft and final formats.

Contents of this report shall include at least the following information:

- OII Site Summary;
- Description and Objectives of Remedial Actions;
- A synopsis of the work;
- Summary of OSN Gas Control, Cover, and Surface Water Management activities addressing compliance with Performance Standards;
- Summary of Institutional Controls implementation addressing compliance with Performance Standards;
- Annual Summary of Interpretive Center activities;
- Description of Community Relations/Community Involvement Participation Activities and results and impacts of these activities;
- Areas of Noncompliance and status of corrective actions implemented;
- Description of any outstanding activities required by this Consent Decree or SOW and schedule for implementation;
- Summary of Costs for performing work activities pursuant to this Consent Decree;

- An analysis of newly promulgated or modified requirements of Federal and State environmental laws to determine if they call into question the protectiveness of the remedies in place;
- Discussion of whether State or Federal environmental laws regulating substances not addressed under contaminants of concern have changed such that the remedy is no longer protective;
- Pending changes in zoning or land-uses that would undermine institutional controls established as part of the remedies;
- Analysis of O&M activities and any cost increases to determine if such increases warrant proposals of additional remedial actions to reduce O&M activities or contain rising costs;
- Recommendations for Future Response Actions.

Pursuant to Paragraph XII.B.4.d of this Consent Decree, based on reviews of monitoring and O&M data or other site-specific circumstances, EPA may require the Generator Group to perform additional studies and investigations and to summarize and analyze the results for EPA review and approval.

4.2.6 Interpretive Center Close-out Report

The Generator Group shall submit to EPA an Interpretive Center Close-out Report in draft and final format for review and approval ninety days prior to the second anniversary of the date that the Generator Group commences to perform Interpretive Center Staffing Work. Contents of this report shall include at least the information required for the Interpretive Center Staffing Work Close-out Report that is outlined in Section 5.2 of this SOW. In addition, the contents shall include a summary of O&M activities and related costs for the Interpretive Center during the time the Generator Group implements this work.

4.2.7 OSN O&M Work Completion Report

In accordance with Paragraph XII.C.1 of this Consent Decree, the Generator Group shall submit a final OSN O&M Work Completion Report. The final OSN O&M Work Completion Report shall include monitoring data showing full compliance with Performance Standards defined by Section 3.2 of this SOW at the end of the operation and maintenance period stipulated by CD-7.

The format of the OSN O&M Work Completion Report shall include at a minimum:

- A synopsis of the work and a certification that the work has been completed in accordance and in full compliance with this Consent Decree;
- A summary of contingency and corrective actions undertaken (pursuant to Section 4.3 of this SOW);
- A summary of monitoring activities addressing compliance with Performance Standards;
- A certification that the OSN Gas Control, Cover and Surface Water Management Systems are operating in full compliance with Performance Standards pursuant to this SOW. EPA may consider factors including but not limited to those set forth in Section 3 of this SOW in making its determination of compliance with Performance Standards;

- A description of any outstanding Action Plan(s) and a schedule for its completion prior to EPA's approval of the final OSN O&M Work Completion Report;
- An index of all deliverables submitted pursuant to this SOW and dates of modifications to those deliverables, if any. Copies of any or all deliverables submitted pursuant to this Consent Decree shall be provided to EPA upon request;
- A description of activities, including a schedule, necessary for transition of Operation and Maintenance activities to other parties;
- Certification that Institutional Controls are implemented and functional in compliance with Performance Standards and this Consent Decree.

4.2.8 Deliverables

The Generator Group shall provide the following deliverables for EPA review and approval:

- **OSN O&M Work Plan**
Draft Plan #
Final Plan #
- **OSN Annual Work Status Report**
Draft Report
Final Report *
- **OSN O&M Review/Work Status Report**
Report Outline
Prefinal - 90%
Final - 100% *
- **OSN O&M Work Completion Report**
Prefinal - 90%
Final - 100% *
- **Interpretive Center Close-out Report**
Draft
Final #

Pursuant to Section 6.6 of this SOW, # denotes significant deliverables, and * denotes deliverables that include distribution of informational copies to IAC members and other parties as determined by EPA. Deliverables without these annotations are to be considered standard deliverables.

4.2.9 Schedule for Submittals and Required Activities

The Generator Group shall comply with the following schedules:

- **Schedule for OSN O&M Work Plan**

Draft Plan	Within 14 days after receiving notice that Greenfield has scheduled a pre-certification inspection for the OSN RA Work
Final Report	4 weeks after receipt of EPA approval of the Draft Plan

- **Schedule for OSN O&M Activities
Noncompliance Notification Reports**

Noncompliance Notification	Within 5 days of receipt of the information indicating the noncompliance event
Compliance Action Plan	Within 15 days of receipt of the information indicating the noncompliance event
Compliance Correction Report	As established in the Compliance Action Plan

- **Schedule for OSN Annual Work Status Report**

Draft Report	Annually within 4 weeks following the last landfill gas monitoring event performed each calendar year
Final Report	4 weeks after receipt of EPA approval of the Draft Report

- **Interpretive Center Close-out Report**

Draft Report	Three months before end of the work period stipulated by the Consent Decree
Final Report	4 weeks after receipt of EPA approval of the Draft report

- **Schedule for OSN O&M Review/Work Status Report**

The O&M Review/Work Status Report shall be prepared and submitted by the Generator Group to EPA following EPA issuance of the OSN RA Certification of Completion.

- **Schedule for OSN O&M Work Completion Report**
The Work Completion Report shall be submitted pursuant to Paragraph XII.C of CD-7.

4.3 Contingency Plan and Corrective Action Implementation

4.3.1 General Requirements

The Generator Group shall implement contingency plans and corrective actions when: (1) non-routine and nonpredictable operation, maintenance, and monitoring activities are required to achieve and sustain Performance Standards; (2) OSN remedial system capacities are determined by EPA to be inadequate and remedial systems require modification; and (3) other plausible but nonpredictable structural failures of OSN remedial systems that have occurred due to exceedances of ARAR-required/EPA approved remedial systems design criteria, parameters, and limits (e.g., cover system failure or permanent destruction of landfill gas, or failure of liquid conveyance system integrity due to excessive seismically induced settlement). The Generator Group shall be responsible for implementation of all contingency plans and corrective actions required until EPA determines that Performance Standards are achieved and sustained.

The Generator Group shall coordinate and integrate their activities with work being performed under CD-3, CD-3 Excluded Work, other ongoing activities at the OII Site by other parties, and parties to future consent decrees, agreements, or other orders necessary for implementing the OII Site Final ROD.

4.3.2 Contingency Plan Implementation

During Operations and Maintenance, and during the implementation of corrective actions (described herein), the Generator Group shall implement contingency plans as described in the Operations Plan prepared by Greenfield in accordance with Section 3.7.3 of this SOW. The Generator Group may propose suitable equivalent contingency plans for EPA review. As approved by EPA, the Generator Group shall implement these contingency plans.

As a part of activities for implementation of contingency plans, the Generator Group shall take any interim measures necessary to ensure the protection of human health and the environment based on consideration of the following factors:

- Time required to develop and implement a final remedy;
- Actual or potential exposure of nearby populations or environmental receptors to hazardous constituents;
- Actual or potential contamination of drinking water supplies or sensitive ecosystems;
- Weather conditions that may cause hazardous constituents to migrate or be released;
- Risks of fire or explosions, or potential for exposure to hazardous constituents as a result of an accident or failure of a container or handling system;
- Other situations that may pose threats to human health and the environment.

4.3.3 Corrective Action Implementation

Within 30 days after receipt of EPA's notice of the occurrence of a non-routine O&M requirement or other unexpected events as described above in this Section of this SOW, the Generator Group shall submit (a) Corrective Action Plan(s) and schedule(s) for EPA review and approval in draft and final formats. This Plan shall include at least the following information:

- Description of and schedule for field sampling and monitoring and additional investigations;
- Description of facilities required for coordination and integration with any emergency repair systems installed;
- Description of procedures for determining new or replacement remedial systems and procedures accomplishing predesign and design submittals, construction, and compliance testing, and operations and maintenance plan modifications;
- Description of procedures for the transition or transfer of new remedial systems to parties responsible for O&M.

EPA shall retain sole discretionary authority to approve, conditionally approve, or disapprove deliverables, any modifications to the contents of each deliverable, or changes to the schedule for activities and submittal of deliverables proposed by the Generator Group.

The Corrective Action Plan shall include the following activities and specify as part of the remedy(s) a schedule for initiating and completing the corrective actions:

- Assessment of corrective measures;
- Selection of remedies that must:
 - Be protective of human health and the environment;
 - Achieve Performance Standards;
 - Control source(s) of releases so as to reduce or eliminate, to the maximum extent practicable, further releases into the environment that may pose a threat to human health or the environment;
 - Consider at least the following evaluation factors:
 - + Long- and short-term effectiveness and protectiveness of the potential remedy(s)
 - + The effectiveness of the remedy in controlling the source to reduce further releases
 - + The ease or difficulty of implementing a potential remedy(s)
 - + Practicable capability
- Estimation of Cost of Selected Remedy/Corrective Actions
- Implementation of Corrective Action Plan
 - Perform all corrective action work in accordance with the Corrective Action Plan approved by EPA;
 - Conduct work in accordance with access and security plans currently approved for OII Site;
 - Demonstrate that completed corrective actions comply with Performance Standards;

- Submit the following documentation when corrective actions have been completed as determined by EPA:
 - + Construction as-built drawings;
 - + Construction completion report;
 - + Revisions to the Operations Plan (including contingency plans, and SHERP).

As required by EPA and in accordance with approved corrective action plans and schedules, the Generator Group shall implement corrective actions until EPA determines that Performance Standards are achieved and maintained.

4.3.4 Deliverables and Schedules

The Generator Group shall prepare and submit the following deliverables for EPA review and approval:

- **Corrective Action Plan(s)**
 - Draft
 - Final #

Pursuant to Section 6.6 of this SOW, # denotes a significant deliverable.

Activities and schedules for predesign, design, construction, compliance testing reports, construction completion reports, and other required corrective activities shall be accomplished by the Generator Group in accordance with the Final Corrective Plan(s) as approved by EPA.

- **Schedule for OSN Corrective Action Plan(s)**

Draft Plan	Within 30 days after receipt of EPA notification of an occurrence of an "unexpected event" during Operation and Maintenance
Final Plan	4 weeks after receipt of EPA approval of the Draft Plan

5.0 REQUIREMENTS FOR GOODWILL - SITE INTERPRETIVE CENTER STAFFING WORK

In addition to any other applicable requirement under this Consent Decree and SOW, Goodwill shall comply with all of the requirements of this Section.

5.1 Interpretive Center Staffing

Goodwill shall provide staff for the Center, qualified as approved by EPA, to explain, basic information and field questions about OII Site remediation activities and the superfund process to walk-in public. Staff shall be experienced with use, operation, and routine maintenance of a range of office equipment, including photocopiers and microfiche equipment. Center personnel shall be experienced with PC software for word processing, spreadsheet, internet, and other Windows-based software. In addition, the staff shall be experienced with handling and storage of print and digital media. Goodwill staff shall follow the procedures for the Interpretive Center that are included in the Operations Plan as developed by Greenfield and approved by EPA (see Section 3.7.3 of this SOW). The Generator Group shall perform Interpretive Center staffing following completion of this activity by Goodwill.

Goodwill shall prepare, submit for review, and implement an Interpretive Center Staffing Work Plan as approved by EPA. Elements of this plan shall include at least the following:

- Staff organization chart including role of the health and safety coordinator;
- Staff personnel qualifications;
- Operating and staffing schedules;
- Emergency notification procedures and contacts.

Goodwill shall prepare and submit to EPA for review and approval a quarterly progress report that contains at least the following information:

- Summary of Center activities (e.g., number of visitors, exhibits presented);
- Staffing levels;
- Document lending, receiving, and storage activities;
- Document exhibit/presentation activities;
- Recommended modifications to the Interpretive Center facility capabilities;
- Staffing work completion summary (when work activities have been completed as determined by EPA).

5.2 Interpretive Center Staffing Work Close-out Report

Pursuant to Section XIII of this Consent Decree, Goodwill shall submit to EPA an Interpretive Center Staffing Work Close-out Report in draft and final format for review and approval.

Contents of this report shall include at least the following information:

- Interpretive Center facilities description summary;
- A synopsis of the operations and center activities conducted during the work period;
- Staffing level summary;
- Summary of costs for performing the staffing of the Interpretive Center pursuant to this Consent Decree;
- Updated as-built drawings of the OII Interpretive Center, if any;
- A description of any outstanding action plans and a schedule for completion prior to EPA's approval of the Interpretive Center Staffing Work Close-out Report;

- A description of activities necessary for transition of operations and staffing to other parties;
- Index of all deliverables submitted pursuant to this Consent Decree and dates of modifications to these deliverables, if any. Copies shall be provided to EPA upon request.

5.3 Deliverables

Goodwill shall prepare and submit for EPA review and approval at least the deliverables and documentation listed below. Pursuant to Section 6.6 of this SOW, # denotes significant deliverable, and * denotes deliverables that include distribution of informational copies to IAC members and other parties as determined by EPA. Deliverables without these annotations are to be considered standard deliverables.

- **SHERP**
 Outline
 Prefinal
 Final *
 Amended, if necessary *
- **Interpretive Center Staffing Work Plan**
 Outline
 Prefinal #
 Final #
 Revised, if necessary #
 Second Revised, if necessary #
- **Progress Report**
 Progress Report *
 Amended Progress Report, if required by EPA *
- **Interpretive Center Staffing Work Close-out Report**
 Draft
 Final #

5.4 Schedules for Deliverables

Goodwill shall comply with the following schedules for deliverables and other activities:

- **Goodwill's Proposed Supervising Contractor (See Section XVII.D of the Consent Decree)**

Respective Work Party's notification to EPA of its or their proposed Supervising Contractor	10 days after entry of the Consent Decree
---	---

- **Goodwill's Proposed Project Coordinator ("PC") and Alternate Project Coordinator ("APC") (See Section XVII.C of the Consent Decree)**

Respective Work Party's designation of PCs and APCs	20 days after entry of the Consent Decree
---	---

- **SHERP**

SHERP Outline	30 days after receipt of EPA authorization to proceed
Prefinal SHERP	4 weeks after receipt of EPA comments on the SHERP Outline
Final SHERP	4 weeks after receipt of EPA comments on the Prefinal SHERP
Amended, if necessary	With Final Design of the Interpretive Center

- **Interpretive Center Staffing Work Plan**

Interpretive Center Staffing Work Plan Outline	30 days after receipt of EPA authorization to proceed (See Paragraph XIII.A.3 of the Consent Decree)
Prefinal Interpretive Center Staffing Work Plan	4 weeks after receipt of EPA approval of the Intermediate Design and the Operations Plan Outline
Final Interpretive Center Staffing Work Plan	4 weeks after receipt of EPA approval of the Prefinal Design and the Prefinal Operations Plan
Revised Interpretive Center Staffing Work Plan, if necessary	As determined by EPA
Second Revised Interpretive Center Staffing Work Plan, if necessary	As determined by EPA

- **Progress Reports**

Progress Report	Quarterly, by the 10th of the first month beginning in the first full quarter following start of staffing work pursuant to receipt of EPA notice that the Interpretive Center is ready for operation
-----------------	--

Amended Progress Report, if required by EPA	EPA comments received more than two weeks prior to a progress report due date to be addressed in that report; other EPA comments to be addressed in the following report
---	--

• **Interpretive Center Staffing Work Close-out Report**

Draft Report	Three months before end of the work period stipulated by the Consent Decree
Final Report	4 weeks after receipt of EPA approval of the Draft report

6.0 GENERAL REQUIREMENTS FOR ALL PARTIES PERFORMING WORK UNDER THIS CONSENT DECREE

In addition to the requirements of any other applicable requirement under this Consent Decree and SOW, Greenfield, the Generator Group, and Goodwill, collectively referred to as the "CD-7 Work Parties," shall comply with all of the requirements of this Section.

6.1 General Requirements

Each CD-7 Work Party shall perform the work required by this Consent Decree through the direction and supervision of its designated Supervising Contractor, who shall be selected in accordance with Paragraph XVII.D of the Consent Decree. Work performed by the CD-7 Work Parties must comply with ARARs and other Performance Standards required by the OII Site GCLC ROD and the OII Site Final ROD and this SOW. CD-7 Work Parties shall design, construct, operate, maintain, and monitor the Gas Control System, Landfill Cover System, and Surface Water Management System required for the OSN remediation pursuant to this SOW. CD-7 Work Parties shall undertake contingency and corrective actions required by EPA to assure that all remediation systems achieve and sustain Performance Standards. Nothing in this SOW is to be construed to alleviate the responsibilities of CD-7 Work Parties or any other parties to comply with the OII Site RODs and ARARs.

Activities performed by CD-7 Work Parties pursuant to this SOW and Consent Decree shall not impede the work performed by other parties for implementation of EPA's OII Site Gas Control and Cover and Final RODs. Performance of the work shall be conducted in a manner that assures smooth integration and coordination with all ongoing activities at the OII Site. Activities performed by the CD-7 Work Parties shall not adversely impact existing facilities currently located on the OSN for conduct of ongoing OII Site activities by other parties.

Work Parties' activities shall conform to provisions of current OII Site Access and Security plans referenced in this SOW as administered by CD-3 Work Defendants or any future site access and security plans approved by EPA.

CD-7 Work Parties shall coordinate the access and security activities necessary for the OSN with the activities associated with the Remediation Parcel and with access and security plans implemented by others performing work on the OII Site as approved by EPA.

6.2 Integration and Coordination

The CD-7 Work Parties shall establish integration and coordination procedures to facilitate the performance of the work and all ongoing response activities and operations conducted by other parties at the OII Site. CD-7 Work Parties shall follow access and security procedures established by EPA and administered or approved by EPA and other parties for the OII Site. The CD-7 Work Parties shall perform all activities required by this Consent Decree in such a manner so as not to impede the performance by other parties responsible for any ongoing or future response activities at the OII Site.

6.2.1 Integration

Integration applies to materials and equipment required to implement the work or other operations and tasks at the OII Site. Integration shall be required of CD-7 Work Parties when conducting work that impacts activities being conducted by other parties at the OII Site. Systems constructed pursuant to the work and other site operations and tasks shall be operated and maintained as an integral system. Therefore the CD-7 Work Parties shall assure, pursuant to procedures set forth in this SOW, that the material and equipment required to implement the work is compatible, and will function efficiently with, the materials and equipment required to implement activities being performed by other parties at the OII Site.

6.2.2 Coordination

Coordination applies to activities required to implement the work and activities being performed by other parties at the OII Site. Due to the variety of OII Site activities, and the number of parties implementing these activities, it will be necessary for all parties to cooperate, coordinate and communicate with each other. EPA, the State, and the CD-7 Work Parties shall each designate a Project Coordinator and Alternate Project Coordinator (as provided in Section XVII of the Consent Decree) as the focal point for communications with EPA and other parties working at the OII Site. The Project Coordinators and Alternate Project Coordinators shall be responsible for overseeing the implementation of this Consent Decree and shall have the responsibility for assuring the coordination of work activities by the CD-7 Work Parties with other site activities.

6.3 Integration and Coordination Procedures

All procedures shall be prepared and submitted by the CD-7 Work Parties to EPA for approval in accordance with the requirements detailed in this Consent Decree and SOW. These procedures shall include activities and meetings designed to facilitate communications between EPA and

Party's Project Coordinators and allow for streamlining of remedial project management and administration. For the purposes of complying with these requirements, these procedures will include the activities described below. Alternative procedures may be proposed for EPA review and approval.

6.3.1 Technical Exchange Meetings

CD-7 Work Parties shall participate, at EPA's request, in technical exchange meetings to assure that all appropriate and relevant information, including schedules, data, plans, and reports, is exchanged between EPA, State, parties performing CD-3, CD-3 Excluded Work, and activities required by other consent decrees, agreements, and other orders for implementation of the OII Site Final Remedy. These meetings will be conducted at monthly intervals. Alternative schedules may be implemented at EPA discretion. Any CD-7 Work Party Project Coordinator can request a technical exchange meeting for EPA consideration to enhance coordination and streamline technical review processes.

6.3.2 OII Site Interagency ("IAC")/Interagency Meetings

The OII Site Interagency Committee ("IAC") includes EPA and various State and municipal agencies as well as regulatory and public agencies. The IAC provides the primary mechanism for coordination of project-related matters among the member agencies for this project. As the lead agency for OII Site remediation activities, EPA chairs IAC meetings on a periodic basis (quarterly) to advise the member agencies on the status of OII Site project activities and developments. The Party's Project Coordinators (or their designees) shall participate in Interagency Committee meetings only at EPA's request.

6.3.3 "Over-The-Shoulder" Review Meetings

EPA may suggest review meetings be used to facilitate the timely presentation of project submittals to EPA for discussion and comments ("over-the-shoulder" review meetings). These meetings are intended for use for design and other significant time-critical submittals, where informal review is required to keep EPA and its oversight representatives informed of the status of the submittal. CD-7 Work Parties shall participate in over-the-shoulder review meetings when required by EPA to enhance coordination and streamline the technical review process.

6.3.4 OII Site Tours

Pursuant to applicable health and safety plans, each CD-7 Work Parties' Project Coordinator shall work with the EPA Project Coordinator when tours of the OII Site by interested agency, industrial, or public groups are to be arranged as approved by EPA.

6.4 OII Site Access and Security

6.4.1 Requirements

The CD-7 Work Parties' activities shall conform to provisions of the OII Site Access and Security Plan approved by EPA and administered by CD-3 Work Defendants. Additional site access and security plans may be implemented by other parties at the OII Site as approved by

EPA. The CD-7 Work Parties shall have opportunity to comment on future site access and security plans for EPA review prior to future plan approvals.

6.4.2 Restricted Access Areas

Personnel shall be prohibited from entering restricted access areas unless they have prior permission of the appropriate Project Coordinator for the party responsible for the work and unless they are in full compliance with that Project Coordinator's health, safety, and other management plan requirements. In addition to special zones that may be established for health and safety activities, the CD-7 Work Parties shall establish and implement as approved by EPA, other restricted access areas for emergency response, and other required remedial and operation and maintenance activities for long-term commercial access control at the OSN. EPA may approve other restricted access areas in various areas of the OII Site for the safe conduct of work under this Consent Decree, other consent decrees, or other OII Site activities, that shall be integrated and coordinated with remedial and commercial site activities.

6.5 Management Plan Requirements

The management plans provide a framework by which this SOW is to be executed. CD-7 Work Parties (except Goodwill) shall prepare and submit for EPA review at least work plan(s), a Safety, Health and Emergency Response Plan ("SHERP"), and a Quality Assurance Project Plan ("QAPP"). Greenfield shall prepare the OSN RA Work Plan in accordance with requirements in Section 3, and the Generator Group shall prepare the OSN O&M Work Plan and the RP Security Work Plan required in Section 4.

In preparation of these documents required by this SOW, CD-7 Work Parties shall utilize to the maximum extent practicable the applicable management plans currently in effect and approved by EPA for conducting CD-3 to meet requirements of this SOW. CD-7 Work Parties shall modify those plans to meet the requirements of this SOW prior to submitting them to EPA for review and approval.

All management plans shall be submitted to EPA for review and approval pursuant to provisions included in this Consent Decree.

EPA shall retain sole discretionary authority to approve, conditionally approve, or disapprove deliverables, any modifications to the contents of each deliverable, or changes to the schedule for activities and submittal of deliverables proposed by CD-7 Work Parties.

Upon approval by EPA, CD-7 Work Parties shall implement the management plans for conducting activities required by this Consent Decree.

When significant modifications or changes for any management plans are proposed or needed as determined by EPA, the CD-7 Work Party(ies) responsible for the management plan(s) shall submit to EPA for review and approval addenda to the Safety, Health and Emergency Response Plan ("SHERP"), Quality Assurance Project Plan ("QAPP"), and the Operations Plan (for operations, monitoring, and maintenance of OSN facilities and environmental control systems).

6.5.1 North Parcel Community Relations Participation Plan

In accordance with Paragraph XVII.J of this Consent Decree, CD-7 Work Parties shall prepare, submit, and implement a North Parcel Community Relations Participation Plan as approved by EPA. This plan shall include at least the following elements:

- Strategies for dealing with the Public/community in connection with work activities (normal, abnormal, and emergency remedial system conditions) required under this Consent Decree;
- Procedures for preparation of informational documentation related to the work activities;
- Participation at public meetings;
- Procedures for coordination with EPA, State, and other governmental agencies;
- Use and identification of media and public relations consultants.

EPA will incorporate portions of this plan into EPA's North Parcel Community Relations Plan. EPA shall be allowed to participate in any public meetings or activities performed by the CD-7 Work Parties that address OII OSN remediation. At Greenfield's option, this plan may be prepared as a part of the OSN RA Work Plan; at the Generator Group's option, this plan may be prepared as part of the Development O&M Work Plan; at Goodwill's option, this plan may be prepared as part of the Interpretive Center Staffing Work Plan.

6.5.2 Safety, Health, and Emergency Response Plan Requirements

Each CD-7 Work Party performing work on the OII Site shall operate under an individual Safety, Health and Emergency Response Plans ("SHERP"). Monitoring and control of personnel working under the various SHERPs are the responsibility of each CD-7 Work Party. CD-7 Work Parties shall prepare and submit a SHERP for EPA review and comment.

The SHERP shall address both workers at the OII Site and public exposure to releases or spills at and from facilities and environmental control systems at the OSN (e.g., landfill gas control and landfill cover). The SHERP shall address coordination between the various parties conducting work at the OII Site and other emergency response agencies and personnel (e.g., police departments, fire department, and other response agencies). To the extent possible, the SHERP shall be consistent with the SHERP implemented for SCM/LMS activities and Gas Control and Cover activities pursuant to the Third Partial Consent Decree.

Until EPA acceptance of CD-7 Work Parties' SHERP(s), CD-7 Work Parties shall comply with applicable existing health and safety plans.

The SHERP shall include at least the following basic elements:

- Introduction and Purpose;
- Applicable Laws and Regulations;
- Onsite Organization and Coordination;
- Medical Surveillance Program;
- Chemicals of Concern;

- Activities Hazard Analysis;
- OII Site Control, Work Zones, and Security Measures;
- General Safe Work Practices;
- Training;
- Personnel Protective Equipment;
- Onsite Work Plans;
- Standard Operating Procedures;
- Communication Procedures;
- Personnel Exposure Monitoring Plan;
- Decontamination Procedures;
- Work Disruption Notification Procedures;
- Long-term Post-construction Commercial Access Control Procedures;
- Community Safety Plans;
- Emergency Response Plan, which includes:
 - Contingency Plan
 - Description of responsibilities of an Emergency Coordinator
 - Description of procedures for coordination with persons or organizations responsible for off-site emergency response (e.g., fire department);
- Procedures for updating and distributing the SHERP;
- Record Keeping Procedures;
- Requirements for Contractors and Subcontractors;
- Procedures for special activities.

While CD-7 Work Parties shall obtain EPA acceptance of the SHERP prior to implementing the activities described in this Consent Decree, EPA's comments on and acceptance of the SHERP shall not constitute EPA approval of the Health and Safety protocols and other health and safety provisions of the SHERP.

6.5.3 Quality Assurance Project Plan ("QAPP")

This plan shall establish quality procedures for all activities performed by Greenfield and the Generator Group.

The QAPP shall include the following elements:

- Project organization and qualifications of QA/QC manager and staff;
- Sampling and sample custody procedures, including sample site selection rationale;
- Analytical methods/procedures;
- Analytical/statistical/control procedures, including requirements for accuracy, sensitivity, precision, sample quantities, calibration procedures, preventive maintenance, internal quality control checks, representative samples and data comparability;
- Data handling, analysis, and reporting;
- Routine monitoring;
- Special testing;
- Alternative test procedures;
- Requirements for Contractors and Subcontractors;

- Procedures for special activities;
- Appendix
 - General Construction QA Plan in accordance with EPA/530-SW-86-031.

Amendments to appropriate portions of the QAPP shall be provided with each design package.

6.5.4 Progress Reports

Greenfield and the Generator Group shall each submit monthly progress reports to the EPA and the State in accordance with the requirements presented in Paragraph XVII.I of this Consent Decree. The Generator Group may combine any reports due concurrently under this or any other Consent Decree or administrative order and submit those reports together. Goodwill shall submit progress reports on a quarterly basis.

6.5.5 Change in Schedule Report

CD-7 Work Parties shall each be responsible to submit a written report in the event of any change in their own schedules for the performance of any significant activity or significant deliverable in accordance with Section XVII. I. 2 of the Consent Decree.

6.6 Deliverables and Review Procedures

EPA's review and approval of required submissions or other deliverables required by this SOW shall be in accordance with the provisions of Paragraph XVII.E of this Consent Decree.

With EPA concurrence, CD-7 Work Parties may propose modifications to the contents of each deliverable or the schedule for submittal of deliverables for EPA review and approval. EPA shall retain sole discretionary authority to approve, conditionally approve, or disapprove deliverables, any modifications to the contents of each deliverable, or changes to the schedule for activities and submittal of deliverables proposed by CD-7 Work Parties.

EPA shall retain sole discretionary authority to require fewer or additional deliverables based on various project factors including: increasing or decreasing project complexity; changes in CD-7 Work Parties' work approach; and receipt of new environmental control monitoring data. EPA shall provide written notification to CD-7 Work Parties detailing the revised deliverables and associated schedules prior to the date scheduled for the next related deliverable. CD-7 Work Parties shall provide the deliverables as required.

The CD-7 Work Parties shall provide to members of the IAC and other parties for review and/or information, copies of all significant deliverables prepared pursuant to the requirements of this Consent Decree and SOW. The CD-7 Work Parties and EPA together shall develop a list for distribution of these deliverables that will include at least the following parties:

- California EPA/DTSC
- Los Angeles County Sanitation Districts

- California Integrated Waste Management Board
- Caltrans
- Water Replenishment District of Southern California
- Los Angeles Regional Water Quality Control Board
- California Department of Justice
- City of Montebello
- City of Monterey Park (2 copies)
- South Coast Air Quality Management District
- USACE
- EPA (2 copies)
- CDM Federal Programs Corporation (2 copies)
- CD-3 Work Defendants' legal counsel
- OII PRP Steering Committee's legal counsel

For the purposes of this SOW significant deliverables may include the documents noted for each CD-7 Work Party in Sections 3, 4, and 5, respectively, as determined by EPA.

After the IAC members and potentially other parties have had the opportunity to review the deliverable(s), the parties may meet with EPA to discuss the deliverables(s) and prepare collaborative comments. These collaborative comments may be submitted to the CD-7 Work Parties as EPA comments at EPA's sole discretion. The CD-7 Work Parties shall respond to the EPA comments in accordance with the requirements of Paragraph XVII.E of this Consent Decree. EPA may consult with the State before approving any significant deliverable required to be submitted by the CD-7 Work Parties under this Consent Decree. EPA's failure to consult with the State will not relieve the CD-7 Work Parties of any obligation to comply with the requirements of this Consent Decree.

As noted in Sections 3, 4, and 5 of this SOW, in addition to the significant deliverables addressed above, the CD-7 Work Parties shall provide copies of certain informational deliverables to the IAC and other parties as determined by EPA.

EPA shall retain the sole authority to require distribution of fewer or additional deliverables to fewer or additional parties without formal modification of the Consent Decree.

6.7 Review Approach and Procedures

EPA review procedures are used to provide a forum for presentation of EPA's review comments to CD-7 Work Parties and are intended to facilitate incorporation of EPA comments into the next phase of the work submittal. EPA will review and provide comments on all CD-7 Work Parties' deliverables unless otherwise determined by EPA.

Following EPA review, a review conference may be scheduled by the EPA Project Coordinator to discuss EPA comments and determine CD-7 Work Party's required action necessary for preparation and submittal of the subsequent deliverable.

CD-7 Work Parties shall prepare documents for EPA review and approval that detail procedures for the review process, including review conferences (conducted when required by the EPA), in accordance with the following guidelines:

- EPA will expedite review of all deliverables considering anticipated complexity, numbers of reviewers, and schedule priorities.
- EPA may transmit written comments to CD-7 Work Parties for response by CD-7 Work Parties. EPA may in addition provide verbal comments and approvals with confirmation provided by EPA in written correspondence to CD-7 Work Parties.
- CD-7 Work Parties shall submit written response to all EPA comments (written or specified verbal) including changes made in the subsequent deliverable.
- EPA will review design-in-progress through a series of Technical Exchange Meetings (“TEMs”) to be conducted by CD-7 Work Parties at strategic points throughout the design, design-build, or other EPA approved implementation processes. Each design review TEM shall address design review checklists that are prepared in advance as directed by EPA.

For construction involving EPA inspection, EPA may conduct multiple inspections that will follow incorporation of respective phases of punch list work (i.e., implementation of final construction details necessary to conform to the project design requirements) prior to remedial systems startup and testing activities. In addition, review of any CD-7 Work Parties’ Construction As-built Report may include a facility tour at EPA’s option.

Any deliverable not identified in this Section shall undergo, at a minimum, the review procedures described in Section 3 of the SOW, under the schedule set forth for the “Construction As-Built Report,” and consist of outline, prefinal and final submissions.

As required by EPA, CD-7 Work Parties shall develop and implement revised review procedures to reflect current project complexities, EPA oversight policies and requirements, and other procedures designed to streamline project administrative and enforcement implementation.

6.8 Schedules for Management Plans and Other Activities

If EPA determines it is appropriate, time periods set forth pursuant to this schedule may be changed by written notification from EPA, without requiring a formal modification of this Consent Decree, management plan, or approved project deliverable. Requests from CD-7 Work Parties for schedule modifications must be made on a timely basis, before the affected activities are due and include discussion of the reason for the request. CD-7 Work Parties shall confirm to EPA the calendar date of subsequent deliverables.

Pursuant to Section 6.6, # denotes significant deliverables, and * denotes deliverables that include distribution of informational copies to IAC members and other parties as determined by EPA. Deliverables without these annotations are to be considered standard deliverables.

6.8.1 Work Party's Proposed Project Coordinator ("PC") and Alternate Project Coordinator ("APC") (See Section XVIII of the Consent Decree)

Respective Work Party's designation of PCs and APCs #	20 days after entry of the Consent Decree
---	---

6.8.2 Work Party's Proposed Supervising Contractor (See Section XVIII of the Consent Decree)

Respective Work Party's notification to EPA of its or their proposed Supervising Contractor #	For the Generator Group and Goodwill, 10 days after entry of the Consent Decree; for Greenfield, no later than 10 days after it purchases the OSN
---	---

6.8.3 North Parcel Community Relations Participation Plan (if not incorporated in the work plans)

Draft Plan #	30 days after receipt of EPA authorization to proceed (See Paragraph XVII.D of the Consent Decree)
Final Plan #	4 weeks after receipt of EPA comments of the Draft Plan

6.8.4 SHERP

SHERP Outline	30 days after receipt of EPA authorization to proceed
Prefinal SHERP	4 weeks after receipt of EPA comments on the SHERP Outline
Final SHERP *	4 weeks after receipt of EPA comments on the Prefinal SHERP
Amended, if necessary *	With Final Design

6.8.5 Quality Assurance Project Plan ("QAPP")

QAPP Outline	30 days after receipt of EPA authorization to proceed
--------------	---

Prefinal QAPP	4 weeks after receipt of EPA comments on the SHERP Outline
Final QAPP	4 weeks after receipt of EPA comments on the Prefinal SHERP
Amended QAPP, if necessary	With Final Design Packages or as warranted by changes in the site conditions

6.8.6 Progress Report

Progress Report *	For Greenfield and Generator Group, monthly, by the 10 th of every month following entry of the Consent Decree; for Goodwill, by the 10 th of the first month of every quarter following receipt of EPA notice to proceed
Amended Progress Report, if required	EPA comments received more than two weeks prior to a progress report due date to be addressed in that report; other EPA comments to be addressed in the following monthly report

6.8.7 Change in Schedule Report

Written report "Change in Schedule Report"	No later than seven days prior to a change in schedule for significant deliverables or significant activities
--	---

SOW REFERENCES

Foster Wheeler Environmental Corporation. *Health and Safety Program Manual*. October 11, 1996.

OII Landfill Work Defendants. *SAFETY, HEALTH AND EMERGENCY RESPONSE PLAN (SHERP), OII LANDFILL, CD-1 ACTIVITIES*. Prepared for: CURE, INC., (Revised September 15, 1994).

OII Landfill Work Defendants. *STAND-ALONE EMERGENCY RESPONSE PLAN, CHAPTER 16.0 OF THE SAFETY, HEALTH AND EMERGENCY RESPONSE PLAN (SHERP) INCLUDING APPENDED REFERENCES OII LANDFILL, CD-1 and CD-3 ACTIVITIES*. Prepared for: CURE, Inc. and New Cure, Inc., September 15, 1994.

OII Landfill Work Defendants. *VOLUMES 1 THROUGH 6, FINAL LTS CLOSEOUT REPORT, Operating Industries, Inc. (OII) Landfill Monterey Park, California*. July 1995, Revised November 1995. Prepared for: CURE, Inc. Prepared by: New Cure, Inc., in association with Bryan A. Stirrat & Associates, Environmental Solutions, Inc.

OII Landfill Work Defendants. *Operations/Quality Assurance/Quality Control Manual, Volume I - SCM/LMS Activities, Volume II - LTS Activities, Operating Industries, Inc. (OII) Landfill, Monterey Park, California*. Prepared for: OII Work Defendants. Prepared by: New Cure, Inc., July 1995.

OII Landfill Work Defendants. *Survey Report of Site Survey Control Points and Boundary Survey for OII Landfill CD-3 Activities*. Prepared for New Cure, Inc. Prepared by Lockman & Associates, May 14, 1996.

OII Landfill Work Defendants. *100% Design SWEAP Perimeter Control System, OII Landfill*. Prepared for New Cure, Inc. Prepared by Foster Wheeler Environmental Corporation, December 24, 1996.

OII Landfill Work Defendants. *Safety, Health and Emergency Response Plan (SHERP), OII Landfill, CD-3 Activities*. Prepared for New Cure, Inc. Prepared by Foster Wheeler Environmental Corporation, January 13, 1997.

OII Landfill Work Defendants. *100% Operations Plan SWEAP Perimeter Control System, OII Landfill*. Prepared for New Cure, Inc. Prepared by Foster Wheeler Environmental Corporation, January 13, 1997.

OII Landfill Work Defendants. *Updated Final Work Plan, OII Landfill*. Prepared for New Cure, Inc. Prepared by Foster Wheeler Environmental Corporation, January 20, 1997.

OII Landfill Work Defendants. *Revised Final Quality Assurance/ Quality Control Plan, OII landfill.* Prepared for New Cure, Inc. Prepared by Foster Wheeler Environmental Corporation, January 21, 1997.

OII Landfill Work Defendants. *Final Predesign Report, Volumes I & II, OII Landfill.* Prepared for New Cure, Inc. Prepared by Foster Wheeler Environmental Corporation, January 30, 1997.

OII Landfill Work Defendants. *Final Design Report, Operating Industries, Inc., Monterey Park, California.* Prepared for New Cure, Inc. Prepared by Foster Wheeler Environmental Corporation - In Association with Advanced Earth Sciences, Inc., GeoSyntec Consultants, and SCS Engineers, 1998.

OII Landfill Work Defendants. *Final Predesign Report - Landfill Gas Treatment System, Operating Industries, Inc., Monterey Park, California.* Prepared for New Cure, Inc. Prepared by Foster Wheeler Environmental Corporation - In Association with SCS Engineers, August 1998.

OII Landfill Work Defendants. *SASP - Site Access and Security Plan, Operating Industries, Inc. (OII) Landfill, Monterey Park, California.* Prepared for New Cure, Inc. Prepared by Foster Wheeler Environmental Corporation, September 1998.

U. S. Army Corps of Engineers, EPA Support Section. *Site Access and Security Plan, Operating Industries, Inc. Superfund Site - Monterey Park, California.* Prepared by CDM Federal Programs Corporation, Revision 2, July 24, 1995.

U. S. Army Corps of Engineers, EPA Support Section. *Groundwater Monitoring Program Field Sampling Plan, Operating Industries, Inc. Landfill Superfund Site - Monterey Park, California.* Prepared by CDM Federal Programs Corporation, May 2, 1996.

U. S. Army Corps of Engineers, EPA Support Section. *Quality Assurance Project Plan, Operating Industries, Inc. Landfill Superfund Site - Monterey Park, California.* Prepared by CDM Federal Programs Corporation, May 2, 1996.

U.S. Environmental Protection Agency. *Record of Decision, Operating Industries, Inc., Monterey Park, California, Site Control and Monitoring Operable Unit.* July 31, 1987.

U.S. Environmental Protection Agency. *Record of Decision, Operating Industries, Inc., Monterey Park, California, Leachate Management Operable Unit.* November 16, 1987.

U.S. Environmental Protection Agency. *Record of Decision, Operating Industries, Inc., Monterey Park, California, Gas Migration Control Operable Unit.* September 30, 1988.

U.S. Environmental Protection Agency. *First Partial Consent Decree: Site Control and Monitoring and Leachate Management.* Entered by the Court on May 11, 1989.

U.S. Environmental Protection Agency. *Record of Decision, Amendment to Decision Summary, Operating Industries, Inc., Monterey Park, California, Gas Migration Control Operable Unit.* September 28, 1990.

U.S. Environmental Protection Agency. *Third Partial Consent Decree: Landfill Gas Migration Control and Landfill.* Entered by the Court on March 30, 1992.

U.S. Environmental Protection Agency. *Fourth Partial Consent Decree: Response Costs and Response Actions from Settling Municipalities and Settling Transporters.* Entered by the Court on April 3, 1993.

U.S. Environmental Protection Agency. *Unilateral Administrative Order No. 94-01: Collection and Treatment/Disposal of Wastes Associated with the OII Landfill Site.* Issued on November 12, 1993.

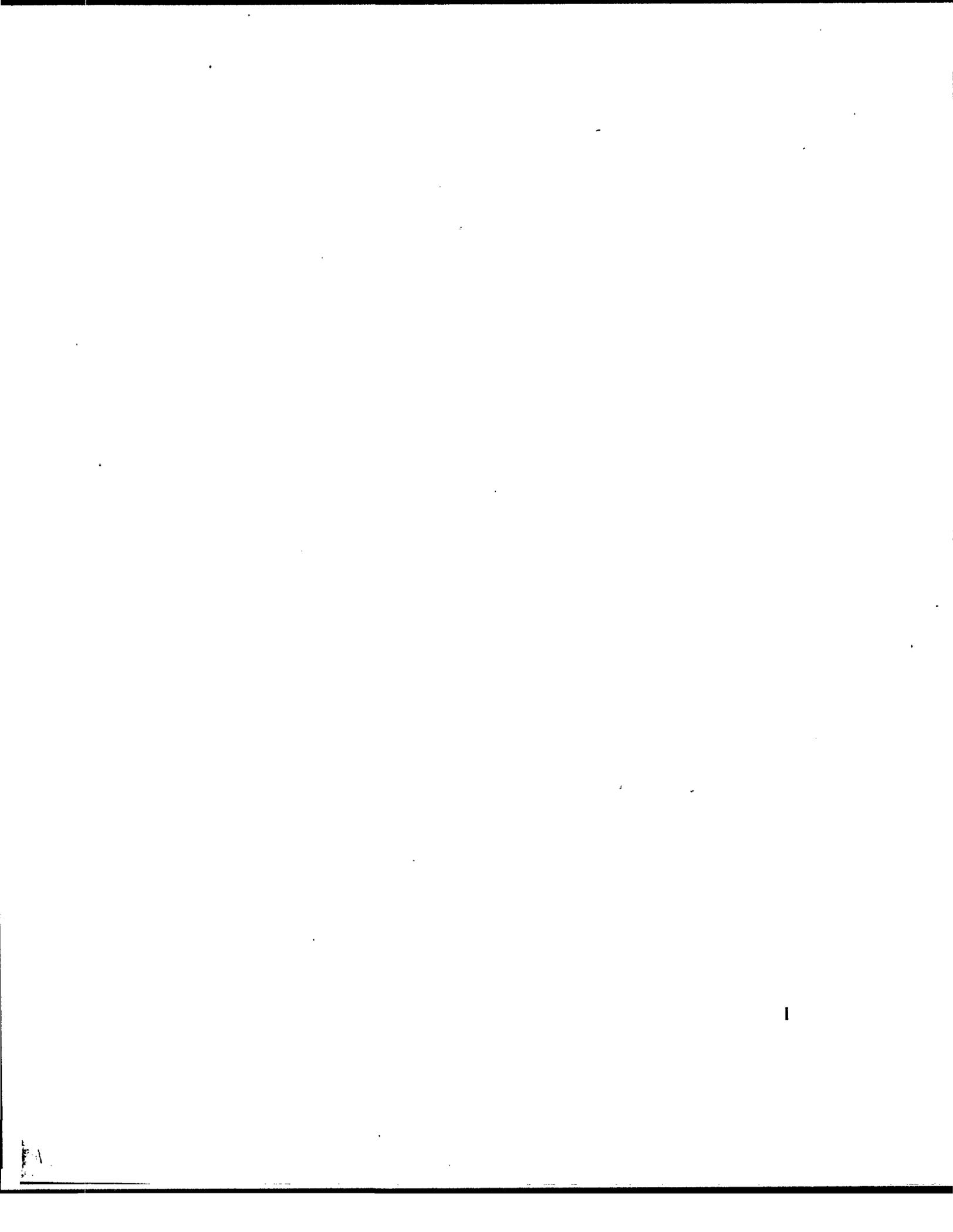
U.S. Environmental Protection Agency. *Draft Remedial Investigation Report, Operating Industries, Inc., Monterey Park, California.* Prepared by CH2M HILL. October 25, 1994.

U.S. Environmental Protection Agency. *Feasibility Study Report for Operating Industries, Inc. Landfill Superfund Site, Monterey Park, California.* Prepared by CH2M HILL. March 1996.

U.S. Environmental Protection Agency. *Fifth Partial Consent Decree: Response Costs and Response Actions by Cash-5 Defendants.* Entered by the Court on July 10, 1996.

U.S. Environmental Protection Agency. *Final Record of Decision for Operating Industries, Inc. Superfund Site, Monterey Park, California.* September 30, 1996.

U.S. Environmental Protection Agency. *Unilateral Administrative Order No. 97-02 For Remedial Activities: Interim Leachate Treatment and Additional Site Systems Management Activities.* Issued on March 7, 1997.



United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree

APPENDIX I
Acceptable South Parcel Title Exceptions

The following exceptions to title to that certain Preliminary Title Report dated April 18, 2000 issued by Equity Title for the real property described in Appendix C are acceptable to the EPA:

<u>EXCEPTION NO:</u>	<u>IN FAVOR OF</u>
1.	All real property taxes, assessments, and penalties
2.	Exception 1; Unknown holders of Water Rights
3.	Exception 2; Southern California Edison ("SCE")
4.	Exception 3; South Counties Gas
5.	Exception 6; SCE
6.	Exception 7; City of Monterey Park
7.	Exception 9; Department of Transportation, State of California (CalTrans)
8.	Exception 10; CalTrans
9.	Exception 13; Redevelopment Agency of the City of Monterey Park
10.	Exception 15; United States Environmental Protection Agency (EPA)
11.	Exception 16; EPA
12.	Exception 20; SCE
13.	Exception 21; City of Monterey Park
14.	Exception 22; CalTrans
15.	Exception 23; CalTrans
16.	Exception 27; SCE
17.	Exception 28; Southern California Gas Company
18.	Exception 29; County of Los Angeles
19.	Exception 30; County of Los Angeles
20.	Exception 31; County of Los Angeles
21.	Exception 32; County of Los Angeles
22.	Exception 33; County of Los Angeles
23.	Exception 34; County of Los Angeles
24.	Exception 35; County of Los Angeles
25.	Exception 36; County of Los Angeles
26.	Exception 37; County of Los Angeles
27.	Exception 38; County of Los Angeles
28.	Exception 39; County of Los Angeles
29.	Exception 40; County of Los Angeles
30.	Exception 44; Matters which may be disclosed by a survey
31.	Exception 45; Rights of parties in possession by reason of any unrecorded leases.

**United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree**

**APPENDIX J
South Parcel Title Exceptions to Be Removed**

The Owner/Operator Group shall complete the removal of the following exceptions to title to that certain Preliminary Title Report dated April 18, 2000 issued by Equity Title for the real property described in Appendix C:

<u>EXCEPTION NO:</u>	<u>IN FAVOR OF</u>
1. Exception 8;	Pacific Lighting
2. Exception 11;	CalTrans
3. Exception 12;	Southern California Edison ("SCE")
4. Exception 14;	State of California Litigation
5. Exdeption 17;	Metropolitan Water District
6. Exception 18;	Standard Oil
7. Exception 19;	Texas Oil Company
8. Exception 24;	NRG NuFuel
9. Exception 25;	W&B Builders
10. Exception 42;	Internal Revenue Service
11. Exception 43;	Franchise Tax Board

//
//

K

United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree

APPENDIX K
OII Site Custodial Trust Agreement

The following form of agreement comprises the OII Site Custodial Trust Agreement.

THE OPERATING INDUSTRIES, INC. ("OII") SITE
CUSTODIAL TRUST

We, Member Companies of the OII Steering Committee that are Defendants in the Consent Decree (a list of which is attached as Exhibit "A" hereto ("Generator Group") by and through their Authorized Representatives (collectively, the "Declarants") or individually, pursuant to the terms of the Consent Decree in United States of America et. al. v. Operating Industries, Inc. et. al., Civil Action N. _____, (Central District, California) (the "Consent Decree"), which mandates that we establish the OII Site Custodial Trust, and pursuant to the obligations that we have assumed under the Consent Decree and in consideration of having assumed said obligations, as of this ___ day of _____, 2000, hereby declare David Hirsch to be Trustee (the "Trustee"), and said David Hirsch agrees to act as Trustee and to hold and dispose of property transferred to the Trustee pursuant to the terms of the Consent Decree and all additions thereto in accordance with the terms of this instrument.

ARTICLE I
GENERAL

1. Incorporation of Certain Definitions. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Consent Decree.

2. Authorized Representatives. For all purposes of this Trust Agreement; whenever any action or approval is required, it shall be taken by the following representatives or their designated successors ("Authorized Representatives"):

Trustee:

David Hirsch

Address

(phone and fax numbers)

Generator Group

Gordon Turl and Mike Skinner

Addresses

(phone and fax numbers)

Environmental Protection Agency ("EPA")
Names (EPA to furnish names)
Addresses
(phone and fax numbers)

The names of the Authorized Representatives of the Generator Group and the EPA may be revised by providing ten (10) days prior written notice to the other parties.

ARTICLE II
NAME AND PURPOSE OF TRUST; ACCEPTANCE AND
ESTABLISHMENT OF TRUST

2.01 Name. This Trust shall be known as "OII Site Custodial Trust" (hereinafter sometimes referred to as the "Trust"). As provided in Section 10.8, the Trust shall constitute a Qualified Settlement Fund under Section 468.B of the Internal Revenue Code of 1986.

2.02 Trust Purpose. The purpose of this Trust is to hold and manage property transferred to it, pursuant to and to satisfy and implement the provisions of the Consent Decree and as otherwise agreed by EPA and Generator Group, to arrange for the sale of as much of the real estate of the Trust as may be salable, to distribute the proceeds of such sales as described herein, to facilitate the transfer of any remaining real estate and other Trust Property as described herein, to accept the transfer of funds into the Trust as authorized in the Consent Decree and the Mutual Release and Settlement Agreement, which is an Exhibit to the Consent Decree ("Release"), to hold security interests, and to resolve or satisfy claims asserting liability under CERCLA. It is not the objective or purpose of this Trust to carry on a business and/or divide the gains therefrom. This Trust shall be subject to the continuing jurisdiction of the United States District Court for the Central District of California.

2.03 No Deemed Transfers. By signing this instrument, no Declarant shall be deemed to have transferred or abandoned any property, interest in property, or rights in property currently owned by Declarants.

2.04 Acceptance of Trust. By executing this Trust Agreement, the Trustee hereby accepts the trust, duties, obligations and requirements specifically imposed on it by this Agreement, the fiduciary trust obligations established by the laws of the State of California, and agrees to carry out and perform, punctually, such duties, obligations, and requirements (and only such duties, obligations and requirements) as set forth in this Trust.

2.05 Date of Establishment of Trust. This Trust shall be established as a trust under the laws of the State of California and become effective when all Declarants have executed this Trust Agreement and it has been accepted by the Trustee.

ARTICLE III
DUTIES OF THE TRUSTEE

3.01 Properties and Obligations. The Trustee shall:

(a) receive and hold title to, or security interests in, the real property and any related assets, entitlements, facilities, permits, other work product or funds transferred to it from any third party as authorized pursuant to the Consent Decree and the Release and as otherwise agreed by EPA and Generator Group the ("Trust Property").

(b) sell all salable parcels of the Trust Property in accordance with Section 3.03 hereof;

(c) distribute the proceeds of sale of any parcel of the Trust Property in accordance with Section 4.02 hereof;

(d) inaugurate and, during its period of ownership, comply with the Institutional Controls on all Trust Property in accordance with Section XII. and Section XVIII. of the Consent Decree;

(e) provide access to such Trust property in accordance with Section XII., Section XVI. and Section XVIII. of the Consent Decree; and cooperate with the current and future remedial activities on such property in accordance with Section XII. and Section XVIII. of the Consent Decree.

(f) employ all reasonable measures to prevent unauthorized entry upon or use of the Trust Property in its possession or control;

(g) adequately insure the Trust Property against loss due to casualty or third party liability;

(h) neither conduct nor allow others to conduct any activity on the Trust Property other than the performance of the Scope of Work or other activities required, permitted or otherwise referred to in the Consent Decree; and

(i) comply with all relevant Sections of the Consent Decree, and the Generator Group under the Consent Decree and the EPA shall have the right and power to compel the Trustee to so comply.

3.02 Operating Expenses.

(a) Following acceptance of the Trust, Operating Industries, Inc., and/or A.H.A.S. Inc., shall transfer \$600,000.00 into the Custodial Trust Fund in the manner directed by the Trustee in writing as provided in the Release between them and the Generator Group ("the Initial Operating Funding"). Operating Industries Inc. and/or A.H.A.S. also shall pay into the Custodial Trust such additional amounts required by the Consent Decree to be disbursed as provided in the Consent Decree. The Trustee shall be required to take no action until the Trust is in receipt of the Initial Operating Funding. The Initial Operating Funding may be applied to expenses incurred by the Trustee in advance of acceptance for legal fees and expenses. The Initial Operating Funding shall be used for operation of this Trust (including but not limited to administrative expenses, expenses relating to clearing title policy exceptions, taxes, costs of insurance and expenses of complying with the Consent Decree).

(b) Within 180 days of receipt of the Initial Operating Funding and every 180 days thereafter, the Trustee shall notify the Authorized Representatives of the Generator Group of the estimated costs of operation (including a reasonable contingency fund) for subsequent 180

day periods of operation if, and only if such costs cannot be paid from the Initial Operating Funding or other assets of the Trust. The notification shall be in the form of a written request for approval of these costs, supported by a detailed budget delineating the projected costs by line-item categories. The Authorized Representatives of the Generator Group have the authority to approve or disapprove the requested budget as a whole or any part or parts thereof. The Trustee shall provide the Authorized Representatives of the Generator Group with a full accounting of the use of the Initial Operating Funding, including whether its use warrants its categorization as an advance or as a payment, and take such other actions relating to the Initial Operating Funding as required in the Consent Decree, including without limitation, returning certain unused funds to the EPA as provided therein.

(c) In the event that the Trustee at any time determines that it is in possession of insufficient funding to carry out any of its required duties under the Custodial Trust and believes that the above specified funding procedures would not likely result in timely receipt of the necessary funding, the Trustee shall notify the Authorized Representatives of the Generator Group of the amount of funds needed, as well as the purposes and urgency thereof, and request an expedited approval and payment by the Generator Group.

3.03 Sale of Trust Property. Subject to the notice and approval provisions of Section XII. of the Consent Decree, the Trustee shall sell all of the salable portions of the Trust Property at such times and upon such terms as the Trustee determines to be appropriate, subject to the written approval of EPA and the Authorized Representatives of the Generator Group. All of the salable portions of the Trust Property shall be sold not later than ten (10) years from the date of the OII Site Final Certification of Completion as defined in the Consent Decree, unless a longer or shorter period of time is agreed to in writing by EPA and the Authorized Representatives of the Generator Group. The Trustee shall not sell any Trust Property without obtaining the prior written approval for such sale from EPA and the Authorized Representatives of the Generator Group. Upon each such sale, the Trustee shall provide copies of the closing documents to the EPA and the Authorized Representatives of the Generator Group as required by the Consent Decree.

3.04 Application for Tax Abatements. The Trustee shall make all necessary applications for abatements from property taxation and provide such additional information to the County of Los Angeles, Assessor's office ("Assessor") or other appropriate local or state taxing authorities as is necessary to insure that the Assessor or other appropriate official assess and the Trust Property at zero or at such other value or in such other manner or form that no real estate tax liability is imposed on the Trust Property to the extent feasible.

3.05 Long-Term Custodial Fund. If any of the Trust Property is deemed unsalable pursuant to Section 4.01 hereof, after the sale of all other portions of the Trust Property, the Trustee shall estimate the amount, not provided for by other sources, necessary to provide adequately for the custodial care of the unsalable property, including but not limited to, trustee's fees and expenses, insurance, maintenance, and security. The Trustee shall submit a proposed statement of that estimated amount, including an explanation of the expenses that the Trustee believes should be funded, the projected levels of such expenses over time, and the basis for its projections, to the EPA and the Authorized Representatives of the Generator Group. The Trustee shall revise the statement as necessary until the statement is approved by EPA; provided that the Trustee shall not be required to recommend a lower level of funding for custodial care of the

unsalable property than the Trustee deems appropriate; but EPA and the Authorized Representatives of the Generator Group have the right to make the final decision on the amount of such funding.

ARTICLE IV **DISTRIBUTION OF TRUST PROPERTY AND TERMINATION OF TRUST**

4.01 **Unsalable Property.** If the Trustee determines that any of the Trust Property is not salable, the Trustee shall submit to the EPA and the Authorized Representatives of the Generator Group a report describing such property, its efforts to sell the property, and its reasons for concluding that the property is not salable. If EPA or the Authorized Representatives of the Generator Group disagrees with the Trustee's determination as to any of such property, the Trustee shall make further appropriate efforts to sell the property not agreed to be unsalable and shall report its further efforts and the results thereof to EPA and the Authorized Representatives of the Generator Group. If EPA, the Authorized Representatives of the Generator Group, and the Trustee agree that all reasonable efforts have been made to sell any Trust Property remaining in the Trustee's possession, such property shall be deemed unsalable and the Trustee shall establish an OII Site Stewardship Trust by instrument in the form attached as Appendix L to the Consent Decree or as amended pursuant to Section XII. of the Consent Decree and shall distribute the unsalable property and the long-term custodial fund to the trustee of such trust to be held and administered as an integral part thereof.

4.02 **Proceeds of Sale of Trust Property.** The Net Proceeds (as defined in Section XII. of the Consent Decree) from the sale of each portion of the Trust Property shall be distributed to the CD-5 Escrow Account as that term is defined in the Consent Decree.

4.03 **Final Distribution and Termination of Trust.** Following the sale of distribution of all of the Trust Property and the distributions in 4.01 and 4.02 this Trust shall terminate and the balance of the Trust Property shall be distributed to an escrow account as directed by EPA. Under no circumstances may any portion of the Trust Property (including the earnings thereon) be paid to any Declarant or any third party that makes a payment or transfer of other property to the Trust under any circumstances (whether as a distribution, refund or reversion).

ARTICLE V **RETENTION OF PROFESSIONAL AND OTHER SERVICES**

5.01 **Accountants.** Upon the written approval of EPA and the Authorized Representatives of the Generator Group, the Trustee shall employ an independent certified public accounting firm or individual to perform auditing and accounting services for this Trust (the "Accountants"). Such services may include, without limitation, (i) the preparation of reports; (ii) the auditing of invoices; and (iii) the provision of advice to the Trustee as to the payment of the audited invoices and claims.

5.02 **Retention and Removal of Other Professional and Employee Services.** Upon the written approval of EPA and the Authorized Representatives of the Generator Group, the Trustee may employ such attorneys, accountants, consultants, custodians, engineers, real estate brokers or other real estate experts, surveyors, contractors, clerks, investment counsel and agents or

employees (including any firm or entity in which it may have an interest); lease from others, furnish, operate and maintain office space; and make such payments therefor as EPA and the Authorized Representatives of the Generator Group shall deem reasonable for the implementation of the purposes of this Trust.

ARTICLE VI **TRUSTEE'S POWERS**

The Trustee shall have, in addition to those powers specified elsewhere herein and the general powers of the office, the following powers, which powers shall be exercised in a fiduciary capacity, in the best interest of this Trust and in the sole discretion of the Trustee unless otherwise specified:

6.01 Payment of Expenses of Administration. To incur and pay any and all charges, taxes and expenses upon or connected with this Trust in the discharge of its fiduciary obligations on such terms and conditions as the Trustee determines to be appropriate in order to pay such charges, taxes and expenses. It is provided however, the Trustee shall have no authority to pay any charges, taxes, or other expenses relating to the Trust Property to the extent such charges, taxes or other expenses accrued prior to the date of the establishment of this Trust, except to the extent such can be satisfied from the proceeds of any disposition of the Trust Property, unless authorized to do so by writing by the Generator Group.

6.02 Retention of Property. To hold and retain all or any part of the Trust Property in the form in which the same may be at the time of the receipt by the Trustee, as long as it shall deem advisable, notwithstanding that the same may not be authorized by the laws of any state or rules of any court for the investment of Trust Funds, and without any liability for any loss of principal or income by reason of such retention.

6.03 Preservation of Principal. Notwithstanding any other provision in this Trust, to at all times hold, manage and invest the non-real estate assets of this Trust in a manner designed to preserve the principal of such assets and, consistent with preservation of the principal of such assets, to maximize the principal and income derived therefrom, for the purposes of this Trust.

6.04 Investment of Trust Fund. To invest and reinvest all or any part of the trust assets (including any undistributed income therefrom, but excluding the Trust Property) (the "Custodial Trust Fund"), as the Trustee deems advisable except that such investments shall be limited to investments in United States direct obligations, obligations guaranteed by agencies of the United States government, common trust funds or mutual funds that invest in United States direct or guaranteed obligations, bank certificates of deposit to the extent such are insured by the federal government; or other investments with the written approval of the Generator Group. In all cases, however, the total investments must be sufficiently liquid to enable the Trust to fulfill the purposes of the Trust and to satisfy obligations as they become due. Nothing in this Section 6.04 shall be construed as authorizing the Trustee to carry on any business or to divide the gains therefrom. The sole purpose of this Section 6.04 is to authorize the investment of the Custodial Trust Fund or any part thereof as may be reasonably prudent pending use of the Custodial Trust Fund for the purpose of this Trust.

6.05 Management of Custodial Trust Fund. As may be incidental or advisable in connection with the purposes of this Trust as set forth in Section 2.02, and subject to the other

provisions of this Trust and the Consent Decree, to sell, exchange, partition or otherwise dispose of all or any part of the Custodial Trust Fund at public or private sale, without prior application to or approval by or order of any court, upon such terms and in such manner and at such prices as the Trustee shall determine.

6.06 Extension of Obligations and Negotiations of Claims. To renew or extend the time of payment of any obligations, secured or unsecured, payable to or by this Trust, for as long a period or periods of time and on such terms as the Trustee shall determine; and to adjust, settle, compromise, abandon, contest and arbitrate claims or demands in favor of or against this Trust, including claims for taxes, upon such terms as it deems advisable.

6.07 Location of Assets. To hold any property belonging to this Trust at any place in the United States.

6.08 Authority to Represent Trust Before Agencies. To represent this Trust with regard to any matter concerning this Trust or its purpose before any federal, state or local agency or authority that has authority or attempts to exercise authority over any matter that concerns this Trust, and to invoke the dispute resolution procedure pursuant to Section XXI. of the Consent Decree.

6.09 Powers Regarding Real Estate. Subject to the provisions of the Consent Decree and other provisions of this Trust, including but not limited to Article III, the Trustee may retain all or any part of any real estate (or interest therein) that becomes part of the Trust Property (the "real estate") for such period as the Trustee deems advisable and shall pay all taxes and assessments on the real estate, maintain it (reasonable use and wear, fire and unavoidable casualty excepted) and insure it against risks in such amounts as the Trustee deems advisable and in such amounts as are approved by the Authorized Representatives of the Generator Group. In addition to all other powers conferred by law or other provisions of this Trust, and also subject to the provisions of the Consent Decree and other provisions of this Trust, including without limitation, any required approvals the Trustee shall have the following powers, which may be exercised without court approval to the extent permitted by law to any ordinary landowner:

(a) To grant options and make other contracts concerning the real estate (whether or not extending beyond the term of any trust);

(b) To subdivide the real estate and dedicate streets or other ways for public use with or without compensation;

(c) To impose easements or other restrictions; and donate the unsalable real estate to charitable or public uses;

(d) To execute and deliver all appropriate instruments and discharge mortgages of record;

(e) To record in the appropriate recorder's office or registry of deeds any instrument, including any certificate acknowledged by the Trustee as to any fact concerning the real estate; and any person without actual knowledge to the contrary may rely conclusively on the genuineness of any such instrument and on the correctness of any such certificate.

No person dealing with the real estate shall be required to see to the application of any money or property delivered to the Trustee, or to see that the terms and conditions of this Trust have been complied with. Every instrument executed or action taken by the person or entity appearing to be the Trustee shall be conclusive evidence that this Trust was in full force and effect when the

instrument was delivered or the action was taken; that such person or entity was the Trustee; and that such instrument or action was valid and legally binding.

6.10 Powers of Trustee to Continue Until Final Distribution. To exercise any of such powers until such time as the entire principal of, and income from, the Custodial Trust Fund has been actually distributed by the Trustee and all trust property has been sold or otherwise disposed of.

6.11 Discretion in Exercise of Powers. To do any and all other acts that it shall deem proper to effectuate the powers specifically conferred upon it by this Trust.

6.12 Reliance of Purchasers and Others. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee or lender shall be under any obligation to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, deed or other instrument or document executed or action taken by the Trustee or any successor or additional Trustee, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action that this Trust was in full force and effect and that such instrument or document or action is valid, binding and legally enforceable. Any person dealing with the Trust Property or the Trustee may always rely without inquiry on a certificate signed as aforesaid as to who is the Trustee or Trustees or the beneficiaries hereunder, or as to the authority of the Trustee to act, or as to the existence or nonexistence of any fact or facts that constitute conditions precedent to acts by the Trustee or that are in any other manner germane to the affairs of the Trust.

6.13 No Conduct of a Business. Nothing in this Article or in this Trust shall be construed as authorizing the Trustee to carry on any business and/or divide the gains therefrom.

6.14 Limitation on Trustee's Right of Reimbursement. If the Trustee is an employee, agent, or representative of any of the Generator Group, neither the Trustee nor any of the Generator Group shall be entitled to any reimbursements or other compensation for its or their duties as Trustee.

ARTICLE VII ACCOUNTS AND RECORDS

7.01 Separate Records to be Kept. The Trustee shall keep, or direct the Accountants, if any, to keep, proper books of records and accounts, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Trust Property.

7.02 Reports.

(a) Within 30 days of the close of each calendar quarter, the Trustee shall present to the Authorized Representatives of the Generator Group and the EPA a statement of (i) the balance of the Trust Property at the beginning of such quarter, (ii) the receipts for such quarter, (iii) the distributions and other disbursements for such quarter and (iv) the balance of the Trust Property (including an itemized list of assets) at the end of such quarter. In addition, by each March 31, the Trustee shall present to the EPA and the Authorized Representatives of the Generator Group an annual statement for the prior year ended December 31 of (i) the balance of

the Trust Property at the beginning of such year, (ii) the receipts for such year, (iii) the distributions and disbursements for such year and (iv) the balance of the Trust Property (including an itemized list of assets) at the end of such year, accompanied by a report of the Accountants if such report is authorized by the Authorized Representatives of the Generator Group stating that an audit of such financial statements has been made in accordance with generally accepted auditing standards, stating the opinion of such Accountants with respect to the financial statements and the accounting principles and practices reflected therein and as to the consistency of the application of the accounting principles, and identifying any matters to which such Accountants take exception and stating, to the extent practicable, the effect of such exception on such statements.

(b) Within 30 days of the close of each calendar quarter, the Trustee shall report to the EPA and the Authorized Representatives of the Generator Group the status of the Trustee's (i) inauguration of and compliance with any required Institutional Controls on its real property within the Site and (ii) progress toward the sale of salable parcels.

7.03 Right to Inspect. The EPA or the Authorized Representatives of the Generator Group or their designated agent or agents, shall have the right at all reasonable times and upon reasonable notice to inspect all records, accounts, and data of the Trustee relating to the Trust Property.

ARTICLE VIII CONDITIONS OF TRUSTEE'S OBLIGATIONS

The Trustee accepts the Trust imposed upon it but only upon and subject to the following express terms and conditions:

8.01 Limitation of Liability. In no event shall the Trustee be liable to the beneficiaries except for its gross negligence, bad faith or willful misconduct in relation to its duties under this Trust. The Trustee shall have no responsibility hereunder except to the extent of its duties expressly placed upon the Trustee as required by this Trust, or otherwise assumed by the Trustee, to the extent funds for such purposes are received by the Trustee, to comply with this Trust Agreement and applicable terms of the Consent Decree.

8.02 Reliance on Documentation. The Trustee shall be protected in acting in accordance with the provisions of this Trust upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and to have been signed or sent by the proper person or persons.

8.03 Receipt of Information and Right to Demand Documentation.

(a) The Trustee shall review, consider and maintain all information provided to it by the EPA and/or the Authorized Representatives of the Generator Group related to its duties under this Trust.

(b) Notwithstanding anything else in this Trust, in the administration of the Custodial Trust Fund, the Trustee shall have the right, but shall not be required, to demand before the disbursement of any cash or in respect of any action whatsoever within the purview of this Trust, any showings, certificates, opinions, appraisals, or other information, action, or evidence thereof, in addition to that required by the terms hereof that the Trustee reasonably believes to be necessary or desirable.

8.04 Limitation on Financial Liability. No provision of this Trust shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties as Trustee hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, nor to take any action pursuant to this Trust, which in the reasonable judgment of the Trustee may conflict with any rule of law or with the terms of this Trust.

ARTICLE IX **SUCCESSOR TRUSTEES**

9.01 Resignation of Trustee. Any Trustee may resign by giving not less than 60 days written notice to the EPA and the Authorized Representatives of the Generator Group, and such resignation shall take effect upon the day specified in such notice, unless a successor Trustee shall have been sooner appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of a successor Trustee. If any individual Trustee becomes mentally or physically unable to serve, a certificate so stating from such Trustee's then attending physician shall constitute such Trustee's resignation. If any Trustee shall be dissolved or in the course of dissolution or liquidation, or otherwise unable to continue to act as Trustee, as finally determined by the EPA and the Authorized Representatives of the Generator Group Steering Committee, a certificate so stating from the EPA and the Authorized Representatives of the Generator Group shall constitute such Trustee's resignation. The Trustee's resignation shall be recorded with the appropriate recorder's office in the State of California for real property deeds immediately prior to the recording of the successor Trustee's acceptance or upon the effective date of resignation, whichever is earlier.

9.02 Appointment of Successor Trustee. If David Hirsch or any successor Trustee ceases to serve as Trustee, a successor Trustee may be appointed by the EPA and the Authorized Representatives of the Generator Group by an instrument in writing, signed by their Authorized Representatives hereunder, and delivered to the successor Trustee. In the event that no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article, within 60 days after a vacancy shall have occurred, any interested person and/or any retiring Trustee may apply to the court with continuing jurisdiction as provided in Section 10.03 hereof for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it shall deem proper, prescribe or appoint a successor Trustee. Each successor Trustee shall qualify upon written acceptance attached hereto and recorded with the appropriate recorder's office and thereafter shall have the same powers, immunities and discretions as the original Trustee.

9.03 Transfer to Successor Trustee. Upon any successor Trustee's qualification, as provided in Section 9.02, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, rights, powers, trusts, duties and other obligations hereunder of its predecessor; but such predecessor shall nevertheless, upon written request of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, rights, powers, and trusts of such predecessor; and every predecessor Trustee shall deliver all securities and money held by it to its successor, provided, however, that before any

such delivery is required or made, all legally accrued fees, advances and expenses of any such predecessor Trustee, as provided by Section 3.02(d) of this Agreement, shall be paid in full.

9.04 Merger or Consolidation of Trustee. Any corporation or association into which the Trustee or any successor to it may be merged or converted, or with which it or any successor to it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Trustee or any successor to it shall be a party, shall be a successor Trustee under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, notwithstanding anything to the contrary herein.

9.05 Removal of Trustees by EPA or Generator Group. The Trustee may be removed as Trustee upon thirty (30) days written notice by the EPA or the Authorized Representatives of the Generator Group, as follows:

(a) The EPA has the right to remove the Trustee pursuant to the provisions of the Consent Decree.

(b) The Authorized Representatives of the Generator Group have the right to remove the Trustee with or without cause.

(c) If the Trustee is removed as provided in a) or b) above, a successor Trustee shall be appointed pursuant to Section 9.02 above.

ARTICLE X **MISCELLANEOUS**

10.01 Particular Words. Any word contained in the text of this Trust shall be read as a singular or plural and a masculine, feminine or neuter as may be applicable or permissible in the particular context. Unless otherwise specifically stated the word "person" shall be taken to mean and include an individual, partnership, association, company or corporation.

10.02 Severability of Provisions. If any provision of this Trust or its application to any person or entity or in any circumstances shall be invalid and unenforceable, the application of such provision to persons or entities and in circumstances other than those as to which it is invalid or unenforceable and the other provisions of this Agreement, shall not be affected by such invalidity or unenforceability.

10.03 Governing Jurisdiction. This Trust shall be enforceable in the United States District Court for the Central District of California, which has continuing jurisdiction over the Consent Decree. The validity, interpretation and performance of this Trust shall be governed by the substantive laws of the State of California.

10.04 Construction of Terms. In the event of any ambiguity or contradiction in the terms of this Trust, such terms shall be construed so as to conform to the provisions of the Consent Decree, where applicable, and so as to fulfill the purposes of this Trust.

10.05 No Transferability of Interest in the Trust. The interest of any beneficiary in this Trust is not transferable except to a successor of such beneficiary.

10.6 Resolution of Disagreements between EPA and the Authorized Representatives of the Generator Group. If there is a disagreement between EPA and the Authorized Representatives of the Generator Group regarding any joint authorization, joint approval or other joint decision provided for under this Trust, the decision of the EPA shall control, unless the

Authorized Representatives of the Generator Group invoke and prevails under the dispute resolution provision Section XXI. of the Consent Decree.

10.7 Beneficiaries. The beneficiaries of this Trust are the EPA and the State of California in their capacities with respect to the remediation of the OII Site.

10.8 Trustee Duties Concerning Tax Matters. The Trustee will serve as the OII Site Custodial Trust's "administrator" under Treas. Reg. Section 1.468B-2(k)(3). In such capacity, the Trustee shall (and, with respect to the actions described in clauses (b) and/or (c), Trustee may contract with a certified public accounting firm or tax specialist approved by the EPA and the Authorized Representatives of the Generator Group to act on behalf of and as the agent for the Trustee):

(a) as soon as possible following formation of the Trust, make application to the Internal Revenue Service ("IRS") for an employer identification number for the Trust as a "Qualified Settlement Fund" ("QSF") under Treas. Reg. Section 1.468B-1;

(b) prepare and file California and U.S. Federal tax returns for the Trust for each year (first returns due March 15, 2001); and

(c) make quarterly deposits of estimated taxes on the Trust's net interest income (after reduction, to the extent appropriate, by deductible annualized Trust administrative expenses).

10.9 Declarant Duties Concerning Tax Matters. Each Declarant and any third party that makes a payment or transfer of other property to the Trust shall furnish a "transferor statement" to the Trustee by February 15 of each year following any year in which the Declarant or any third party makes a payment or transfer of other property to the Trust (i.e., February 15, 2001 for Declarants or third parties making a payment to the Trust in 2000), and file a copy with the Declarant tax returns for the year in which it made the payment to the Trust, containing:

(a) the legend "Section 1.468B-3 Statement,"

(b) the name, address and taxpayer identification number of the Trust and the Declarant; and

(c) the amount of the payment made, or a description of the property transferable to the Trust and the fair market value thereof at the time of the transfer, to the Trust by the Declarant for the preceding year and the date each payment or transfer of other property was made by it to the Trust.

10.10 Declarant or Third Party Breach. Any Declarant who fails to timely discharge its duties under Section 10.9 shall be liable to the Trust and the other Declarants or the Trustee for any increase accounting and legal fees and any costs, and taxes, penalties and interest resulting from such failure; together with the legal fees and costs of enforcing their rights under this Section 10.10. If any third party fails to do so, the Trustee shall return any payments or transfer of other property back to such third party.

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf on the forms attached

hereto and David Hirsch as Trustee, by its duly authorized officer accepts this trust, all as of the day and year first above written.

_____, as Trustee

By: _____
Name: _____
Title: _____
Date: _____
Address: _____

_____, as Declarant

By: _____
Name: _____
Title: _____
Date: _____
Address: _____

EXHIBIT (A)

LIST OF DECLARANT MEMBERS OF THE STEERING COMMITTEE

United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree

APPENDIX L
OII Site Stewardship Trust Agreement

The following form of agreement comprises the OII Site Stewardship Trust Agreement.

THE OPERATING INDUSTRIES, INC. ("OII") SITE
STEWARDSHIP TRUST

I, David Hirsch, the duly appointed Trustee of the OII Site Custodial Trust (the "Custodial Trust"), pursuant to the authority granted to the Trustee of the Custodial Trust, hereby declare _____ to be Trustee (the "Trustee") of the OII Site Long-Term Stewardship Trust, to hold all property hereafter transferred to the Trustee subject to the following provisions.

ARTICLE I
DEFINITIONS

1.01 Capitalized Terms. For all purposes of this Trust, the following terms shall have the meanings set forth below:

"Authorized Representatives" shall mean those individuals or their designated successors who have the authority for all purposes of this Trust Agreement to take any action or give any approval required herein for any party or entity.

"Consent Decree" means the Consent Decree in United States of America et. al. v. Operating Industries Inc. et. al., Civil Action No. _____ (Cent. Dist. California).

"Stewardship Trust Estate" shall mean all right, title and interest of the Trustee in and to the Custodial Trust Fund and the Custodial Trust Property as hereinafter defined, including without limitation any income or profits derived therefrom.

"Stewardship Trust Fund" shall mean any and all personal property of this Trust, including without limitation funds and other liquid assets contributed by the Custodial Trustee, or any other person or entity and any interest or other income earned thereon, but shall not include any Stewardship Trust Property as hereinafter defined.

"Stewardship Trust Property" shall mean any and all real property contributed to this Trust, but does not include the proceeds of any sale or other disposition of such real property or any other personal property held by the Trustee.

Environmental Protection Agency ("EPA") shall mean the Environmental Protection Agency of the U.S. Government or any successor agency.

"Stewardship Trustee" shall mean _____ or his/her/its successor, as the then serving trustee of the Stewardship Trust.

“Operating Industries, Inc. Steering Committee Member Declarants of the Custodial Trust” or “Generator Group” shall mean the group of companies as listed in Exhibit “A.”

1.02 Incorporation of Certain Definitions. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Consent Decree.

ARTICLE II NAME AND PURPOSE OF TRUST

2.01 Name. This Trust shall be known as “The OII Site Stewardship Trust” (hereinafter sometimes referred to as the “Trust”).

2.02 Trust Purpose. The purpose of this Trust is to receive, hold and manage property transferred to it pursuant to the provisions of the Consent Decree, including compliance with the Institutional Controls provisions of the Consent Decree, for the benefit and protection of the public who, along with the qualified organizations described in Article IV, shall be the sole beneficiaries of this Trust. This Trust is created and shall be operated exclusively for charitable, religious, scientific, literary, or educational purposes, and its property and net income shall be devoted exclusively to such purposes, either directly or by contributions to organizations duly authorized to carry on charitable, religious, scientific, literary or educational activities; provided, however, that no part of this Trust and/or its net earnings shall inure to the benefit of any private shareholder or individual and no part of the direct or indirect activities of this Trust shall consist of carrying on propaganda, or otherwise attempting to influence legislation, or of participating in, or intervening in (including, without limitation, the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision of this instrument, this Trust shall not conduct any activities that are not permitted by an organization exempt from taxation under the provisions of Section 501(c)(3) of the Internal Revenue Code and Regulations thereunder as they now exist or as they may be amended from time to time, or by an organization contributions to which are deductible for federal income, gift and estate tax purposes under the provisions of such Code and Regulations thereunder as they now exist or as they may be amended from time to time.

ARTICLE III DUTIES OF THE TRUSTEE

- 3.01 Stewardship Trust Property. The Trustee shall:
- (a) receive and hold title to the real property and related assets, facilities, entitlements, permits, other work product, or funds transferred to this Trust;
 - (b) inaugurate and comply with the Institutional Controls on all Stewardship Trust Property in accordance with Section XII. and Section XVIII. of the Consent Decree;
 - (c) provide access to such property in accordance with Section XII., Section XVI. and Section XVIII. of the Consent Decree to permit implementation of any aspect of the Scope of Work, the Performance Standards or any other remedial activities as described in the Consent Decree;
 - (d) employ all reasonable measures to prevent unauthorized entry upon or use of the Stewardship Trust Property in its possession or control;

(e) insure the Stewardship Trust Property against loss due to casualty or third party liability; and

(f) comply with all relevant Sections of the Consent Decree (and the Generator Group under the Consent Decree and the EPA shall have the right and power to compel the Trustee to so comply).

3.02 Stewardship Trust Fund. The Trustee shall apply all of the Stewardship Trust Fund toward the duties prescribed by Section 3.01 for as long as the Stewardship Trust Property remains in its possession.

3.03 Application for Tax Abatements. The Trustee shall make all necessary applications for abatements from property taxation and provide such additional information to the County of Los Angeles, Assessor's Office ("Assessor") or other appropriate local or state taxing authorities as is necessary to insure that the Assessor or other appropriate official does assess and continues to assess the Stewardship Trust Property at zero or at such other value or in such other manner or form that no real estate tax liability is imposed on the Stewardship Trust Property to the extent feasible.

3.04 Excess Operating Expenses. If the Stewardship Trust Fund is exhausted prior to the termination of this Trust, the Trustee may request supplemental funding. Such funding request must be approved in writing by the Authorized Representatives of the Generator Group upon such terms and conditions as determined by such parties.

ARTICLE IV **DISTRIBUTION OF TRUST PROPERTY AND** **TERMINATION OF TRUST**

4.01 Distribution of Trust Property. Upon the written approval of the EPA and the Authorized Representatives of the Generator Group, the Trustee may, at any time and at its discretion, transfer any one or more portions of the Stewardship Trust Property to the City of Monterey Park, the City of Montebello, or any other appropriate governmental unit, provided that the transferee agrees to accept the transfer of such Stewardship Trust Property. Notwithstanding the foregoing, the Trustee is authorized to make such a transfer only to the extent that it is not inconsistent with the provisions of Sections 2.02 and 4.02.

4.02 Termination. At such time as all of the Stewardship Trust Property has been transferred as provided in Section 4.01 and the Trustee has complied with all of the relevant provisions of the Consent Decree, this Trust shall terminate and the balance of the Stewardship Trust Fund shall be distributed exclusively for such charitable, religious, scientific, literary or educational purposes as the Trustee may determine to be appropriate; provided that it shall be distributed exclusively for such purposes to one or more such organizations, or in such proportions among them, as the Trustee deems appropriate; and provided further that such distributions shall be made only to organizations that have the status of being exempt from taxation under the provisions of the Internal Revenue Code and Regulations thereunder as they exist at the time of each such distribution and only to organizations a gift to which would be deductible for income, gift and estate tax purposes under the provisions of the Internal Revenue Code and Regulations thereunder as they exist at the time of each such distribution. Notwithstanding anything else appearing therein, the powers of the Trustee shall be construed and exercised so as

not to jeopardize the status of this Trust as an entity exempt from taxation under the provisions of the Internal Revenue Code and Regulations thereunder as they now exist and as they shall be amended from time to time. Consistent with the foregoing, and without imposing any obligation on the Trustee, it is hoped that the Trustee will make distributions to organizations that are concerned with the preservation and/or clean-up of the environment.

ARTICLE V **RETENTION OF PROFESSIONAL AND OTHER SERVICES**

5.01 Accountants. If authorized by the Authorized Representatives of the Generator Group in writing, the Trustee shall employ an independent certified public accounting firm or individual to perform auditing and accounting services for this Trust (the "Accountants"). Such services may include, without limitation, (i) the preparation of reports; (ii) the auditing of invoices; and (iii) the provision of advice to the Trustee as to the payment of the audited invoices and claims.

5.02 Retention and Removal of Other Professional and Employee Services. If authorized by the Authorized Representatives of the Generator Group in writing, the Trustee shall employ such attorneys, accountants, custodians, consultants, engineers, surveyors, contractors, clerks, investment counsel and agents or employees (including any firm or entity in which it may have an interest); lease from others, furnish, operate and maintain office space; and make such payments therefor as it shall deem reasonable for the implementation of the purposes of this Trust.

ARTICLE VI **TRUSTEE'S POWERS**

The Trustee shall have, in addition to those powers specified elsewhere herein and the general powers of the office, the following powers, which powers shall be exercised in a fiduciary capacity, in the best interest of this Trust and in the sole discretion of the Trustee unless otherwise specified:

6.01 Payment of Expenses of Administration. To incur and pay any and all charges, taxes and expenses upon or connected with this Trust in the discharge of its fiduciary obligations.

6.02 Retention of Property. To hold and retain all or any part of the Stewardship Trust Property and the Stewardship Trust Fund in the form in which the same may be at the time of the receipt by the Trustee, as long as it shall deem advisable, notwithstanding that the same may not be authorized by the laws of any state or rules of any court for the investment of trust funds, and without any liability for any loss of principal or income by reason of such retention.

6.03 Preservation of Principal. Notwithstanding any other provision in this Trust, to at all times hold, manage and invest the assets of the Stewardship Trust Fund in a manner designed to preserve the principal of the Stewardship Trust Fund and, consistent with preservation of the principal of the Stewardship Trust Fund, to maximize the principal and income derived therefrom, for the purposes of this Trust.

6.04 Investment of Trust Fund. To invest and reinvest all or any part of the Stewardship Trust Fund (including any undistributed income therefrom) as the Trustee deems

advisable, except that such investments shall be limited to investments in United States direct obligations, obligations guaranteed by agencies of the United States government, common trust funds or mutual funds that invest in United States direct or guaranteed obligations, bank certificates of deposit to the extent such are insured by the federal government; or other investments with the written approval of the Authorized Representatives of the Generator Group. In all cases, however, the total investments must be sufficiently liquid to enable the Trustee to fulfill the purposes of this Trust and to satisfy obligations as they become due. Nothing in this Section 6.04 shall be construed as authorizing the Trustee to carry on any business or to divide the gains therefrom. The sole purpose of this Section 6.04 is to authorize the investment of the Stewardship Trust Fund or any part thereof as may be reasonably prudent pending use of the Stewardship Trust Fund for the purposes of this Trust.

6.05 Management of Trust Estate. Without any business objective, and as may be incidental or advisable in connection with the purposes of this Trust as set forth in Section 2.02, to sell, exchange, partition or otherwise dispose of all or any part of the Stewardship Trust Fund at public or private sale, without prior application to or approval by or order of any court, upon such terms and in such manner and at such prices as it shall determine.

6.06 Extension of Obligations and Negotiation of Claims. To renew or extend the time of payment of any obligations, secured or unsecured, payable to or by this Trust, for as long a period or periods of time and on such terms as the Trustee shall determine; and to adjust, settle, compromise, abandon, contest and arbitrate claims or demands in favor of or against this Trust, including claims for taxes, upon such terms as it deems advisable.

6.07 Location of Assets. To hold any property belonging to the Trust at any place in the United States.

6.08 Authority to Represent Trust Before Agencies. To represent this Trust with regard to any matter concerning this Trust or its purpose before any federal, state or local agency or authority that has authority or attempts to exercise authority over any matter that concerns this Trust, and to invoke the dispute resolution procedure pursuant to Section XXI. of the Consent Decree.

6.09 Powers Regarding Real Estate. Subject to the provisions of the Consent Decree and other provisions of this Trust, including without limitation any required approvals, the Trustee may retain all or any part of any real estate (or interest therein) that becomes part of the Stewardship Trust Property (the "real estate") for such period as the Trustee deems advisable and shall pay all taxes and assessments on the real estate, maintain it and insure it against risks in such amounts as the Trustee deems advisable and in such amounts as are approved by the Authorized Representatives of the Generator Group (which approval shall not be unreasonably withheld). In addition to all other powers conferred by law or other provisions of this Trust, and also subject to the provisions of the Consent Decree and the other provisions of this Trust, the Trustee shall have the following powers, which may be exercised without court approval:

- (a) To grant options and make other contracts concerning the real estate (whether or not extending beyond the term of any trust);
- (b) To subdivide the real estate and dedicate streets or other ways for public use with or without compensation;
- (c) To impose easements or other restrictions; and donate the real estate to charitable or public uses;

(d) To establish reserves for depreciation, taxes, insurance or other purposes as the Trustee deems advisable;

(e) To execute and deliver all appropriate instruments; and discharge mortgages of record;

(f) To record in the appropriate recorder's office, in the State of California, for real property deeds any instrument, including any certificate acknowledged by the Trustee as to any fact concerning the real estate; and any person without actual knowledge to the contrary may rely conclusively on the genuineness of any such instrument and on the correctness of any such certificate.

No person dealing with the real estate shall be required to see to the application of any money or property delivered to the Trustee, or to see that the terms and conditions of this Trust have been complied with. Every instrument executed or action taken by the person or entity appearing to be the Trustee shall be conclusive evidence that this Trust was in full force and effect when the instrument was delivered or the action was taken; that such person or entity was the Trustee; and that such instrument or action was valid and legally binding.

6.10 Powers of Trustee to Continue Until Final Distribution. To exercise any of such powers until such time as the entire principal of, and income from, the Custodial Trust Fund has been actually distributed by the Trustee and all Custodial Trust Property has been sold or otherwise disposed of.

6.11 Reliance of Purchasers and Others. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, or lender shall be under any obligation to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, deed, or other instrument or document executed or action taken by the Trustee or any successor or additional Trustee, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect and that such instrument or document or action is valid, binding and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always rely without inquiry on a certificate signed as aforesaid as to who is the Trustee or Trustees or the beneficiaries hereunder, or as to the authority of the Trustee to act, or as to the existence or nonexistence of any fact or facts that constitute conditions precedent to acts by the Trustee or that are in any other manner germane to the affairs of the Trust.

6.12 Limitation on Trustee's Right of Reimbursement. If the Trustee is an employee, agent, or representative of any of the Generator Group, neither the Trustee nor any of the Generator Group shall be entitled to any reimbursements or other compensation for his, its or their duties as Trustee.

ARTICLE VII **ACCOUNTS**

7.01 Annual Accounts. If authorized under this Trust Agreement, by each March 31, the Trustee shall render an account for the prior year ended December 31, accompanied by a report of the Accountants stating that an audit of such accounts has been made in accordance

with generally accepted auditing standards, stating the opinion of such Accountants in respect of the accounts and the accounting principles and practices reflected therein and as to the consistency of the application of the accounting principles, and identifying any matters to which such Accountants take exception and stating, to the extent practicable, the effect of such exception of such accounts. Each account and report shall be rendered to the EPA and the Authorized Representatives of the Generator Group.

7.02 Copies of Accounts. The Trustee shall provide copies of the annual accounts and Accountant's statement to any person or entity who requests them in writing. The Trustee shall be entitled to recover from any such persons or entities (other than EPA or the Authorized Representatives of the Generator Group) the cost of providing copies of such accounts and statements, and the Trustee shall have no obligation to deliver such copies until such person or entity has reimbursed the Trustee for such costs.

ARTICLE VIII CONDITIONS OF TRUSTEE'S OBLIGATIONS

The Trustee accepts the Trust imposed upon it but only upon and subject to the following express terms and conditions:

8.01 Limitation of Liability. In no event shall the Trustee be liable except for its negligence, gross negligence or willful acts or omissions in relation to its duties hereunder.

8.02 Reliance on Documentation. The Trustee shall be protected in acting in accordance with the provisions of this Trust upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and to have been signed or sent by the proper person or persons.

8.03 Right to Demand Documentation. Notwithstanding anything else in this Trust, in the administration of the Stewardship Trust Fund, the Trustee shall have the right, but shall not be required, to demand before the disbursement of any cash or in respect of any action whatsoever within the purview of this Trust, any showings, certificates, opinions, appraisals, or other information, or action or evidence thereof, in addition to that required by the terms hereof that the Trustee reasonably believes to be necessary or desirable.

8.04 Trustee's Compensation. The Trustee shall be compensated for its services hereunder in accordance with Exhibit A attached hereto.

8.05 Limitation on Financial Liability. No provision of this Trust shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties as Trustee hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, nor to take any action pursuant to this Trust, which in the judgment of the Trustee may reasonably conflict with any rule of law or with the terms of this Trust.

ARTICLE XX
SUCCESSOR TRUSTEES

9.01 Resignation of Trustee. Any Trustee may resign by giving not less than 60 days written notice to EPA and the Authorized Representatives of the Generator Group, and such resignation shall take effect upon the day specified in such notice, unless a successor Trustee shall have been sooner appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment by a successor Trustee. If any individual Trustee becomes mentally or physically unable to serve, a certificate so stating from such Trustee's then attending physician shall constitute such Trustee's resignation. If any Trustee shall be dissolved or in the course of dissolution or liquidation, or otherwise unable to continue to act as Trustee, as finally determined by the EPA and the Authorized Representatives of the Generator Group, a certificate so stating from the EPA shall constitute such Trustee's resignation. The Trustee's resignation shall be recorded as provided in this Trust Agreement immediately prior to the recording of the successor Trustee's acceptance or upon the effective date of resignation, whichever is earlier.

9.02 Appointment of Successor Trustee. If _____ or any successor Trustee ceases to serve as Trustee, a successor trustee may be appointed by the EPA and the Authorized Representatives of the Generator Group by an instrument in writing, signed by their Authorized Representatives, and delivered to the successor Trustee. In the event that no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article within 60 days after vacancy shall have occurred, any interested person (including the United States) and/or any retiring Trustee may apply to the court with continuing jurisdiction as provided in Section 10.03 hereof for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it shall deem proper, prescribe or appoint a successor Trustee. Each successor Trustee shall qualify upon written acceptance attached hereto and recorded as provided in this Trust Agreement and thereafter shall have the same powers, immunities and discretions as the original Trustee.

9.03 Transfer to Successor Trustee. Upon any successor Trustee's qualification, as provided in Section 9.02, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, rights, powers, trusts, duties and other obligations hereunder of its predecessor; but such predecessor shall nevertheless, upon written request of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, rights, powers, and trusts of such predecessor; and every predecessor Trustee shall deliver all securities and money held by it to its successor; provided, however, that before any such delivery is required or made, all reasonable, customary and legally accrued fees, advances and expenses of any such predecessor Trustee shall be paid in full.

9.04 Merger or Consolidation of Trustee. Any corporation or association into which the Trustee or any successor to it may be merged or converted, or with which it or any successor to it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Trustee or any successor to it shall be a party, shall be a successor Trustee under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, notwithstanding anything to the contrary herein.

9.05 Removal of Trustees by EPA or Generator Group. The Trustee may be removed as Trustee upon thirty (30) days written notice by the EPA or the Authorized Representatives of the Generator Group, as follows:

a) The EPA has the right to remove the Trustee pursuant to the provisions of the Consent Decree.

b) The Authorized Representatives of the Generator Group have the right to remove the Trustee with or without cause.

c) If the Trustee is removed as provided in a) or b) above, a successor Trustee shall be appointed pursuant to Section 9.02 above.

ARTICLE X MISCELLANEOUS

10.01 Particular Words. Any word contained in the text of this Trust shall be read as a singular or plural and a masculine, feminine or neuter as may be applicable or permissible in the particular context. Unless otherwise specifically stated the word "person" shall be taken to mean and include an individual, partnership, association, company or corporation.

10.02 Severability of Provisions. If any provision of this Trust or its application to any person or entity or in any circumstances shall be held to be invalid and unenforceable, the application of such provision to persons or entities and in circumstances other than those as to which it is invalid or unenforceable, and the other provisions of this Trust shall not be affected by such invalidity or unenforceability.

10.03 Governing Jurisdiction. This Trust shall be enforceable in the United States District Court for the Central District of California, which has continuing jurisdiction of the Consent Decree. The validity, interpretation and performance of this Trust shall be governed by the laws of the State of California, subject to the provisions of Section of the Consent Decree relating to liability to third parties.

10.04 Tax-Exempt Status. Notwithstanding any other provision of this Trust, it is intended that this Trust qualify as a tax-exempt organization under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of subsequent federal tax laws, and the Trustee is specifically precluded from engaging in any activity that would jeopardize such qualification, including without limitation the following:

(a) The Trust and the Trustee are prohibited from engaging in any act of self-dealing (as defined in Section 4941(d) of the Internal Revenue Code);

(b) The Trust and the Trustee are prohibited from retaining any excess business holdings (as defined in Section 4943(c) of the Internal Revenue Code);

(c) The Trust and the Trustee are prohibited from making any investments in such manner as to subject the trust to tax under Section 4944 of the Internal Revenue Code;

(d) The Trust and the Trustees are prohibited from making any taxable expenditures (as defined in Section 4945(d) of the Internal Revenue Code).

In addition, the Trust and the Trustee are required to distribute its income for each taxable year at such time and in such manner as not to subject the trust to tax under Section 4942 of the Internal Revenue Code.

References to the Internal Revenue Code refer to the Code as it now exists and as it may be amended from time to time.

10.05 Modification. This Trust may be modified only by order of the United States Court for the Central District of California and only to the extent that such modification does not change or inhibit the purpose of this Trust as set forth in Section 2.02 or allow for distributions to any entity that is not a qualified organization as defined in Section 4.02.

10.06 Construction of Terms. In the event of any ambiguity or contradiction in the terms of this Trust, such terms shall be construed so as to conform to the provisions of the Consent Decree, where applicable, and so as to fulfill the purposes of this Trust.

10.07 Authorized Representatives. The following are the Authorized Representatives of the Trustee, EPA and the Generator Group.

Trustee:

David Hirsch

Address

(phone and fax numbers)

Generator Group

Gordon Turl and Mike Skinner

Addresses

(phone and fax numbers)

Environmental Protection Agency

Names (To be furnished by EPA)

Addresses

(phone and fax numbers)

10.8 Resolution of Disagreements between EPA and the Generator Group. If there is a disagreement between EPA and the Generator Group regarding any joint authorization, joint approval or other joint decision provided for under this Trust, the decision of the EPA shall control, unless the Generator Group invokes and prevails under the dispute resolution provision (Section XXI.) of the Consent Decree.

IN WITNESS WHEREOF, _____, by its duly authorized officer,
hereby sets its hand and seal as Declarant and _____, by its duly authorized

officer, hereby sets its hand and seal as Trustee as of this _____ day of _____,
20____.

_____, as Trustee

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

_____, as Declarant

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

EXHIBIT (A)

LIST OF DECLARANT MEMBERS OF THE STEERING COMMITTEE

W

United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree

APPENDIX M
Form of Access and Restrictive Easement

The following form comprises the Form of Access and Restrictive Easement.

Form of Access and Restrictive Easement
ENVIRONMENTAL PROTECTION EASEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS

RECORDING REQUESTED BY:

[Grantor]

WHEN RECORDED, MAIL TO:

[Grantee]

[EPA]

&

[DTSC]

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

1. This Environmental Protection Easement and Declaration of Restrictive Covenants (this "Easement") is made this ____ day of _____, 20____, by and between:

_____, ("Grantor"), having an address of _____,
_____, and _____
_____, ("Grantee"), having an address of _____.

WITNESSETH:

2. WHEREAS, Grantor is the owner of a parcel of land located in the county of Los Angeles, State of California, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property"); and

3. WHEREAS, Grantee is the owner of a parcel of land located in the county of Los Angeles, State of California, more particularly described on **Exhibit B** attached hereto and made a part hereof (the "Grantee Property"); and

4. WHEREAS, the Property is part of the Operating Industries, Inc. Superfund Site (the "OII Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register in May 1986; and

5. WHEREAS, in two Records of Decision, the Record of Decision for the Gas Migration Control and Landfill Cover operable unit of the OII Site, dated on September 30, 1988 and amended on September 28, 1990, and the Final Record of Decision for the OII Site, dated September 30, 1996, the EPA selected the final remedial action for the OII Site (the "Remedial Action"); and

6. WHEREAS, the remedial actions for the OII Site are being implemented under the oversight of the EPA and the California Department of Toxic Substances Control ("DTSC");

7. WHEREAS, the EPA, and the DTSC, as a result of the presence on the Property of hazardous substances as defined by 42 U.S.C. Section 9601, hazardous substances as defined in Health and Safety Code Section 25316, and hazardous materials as defined in Health and Safety Code Section 25260, have determined that this Easement is reasonably necessary to protect present or future human health or safety or the environment;

8. WHEREAS, the parties hereto have agreed to: (i) to grant a permanent right of access over the Property to the Grantee for purposes of implementing, facilitating and monitoring the Remedial Action; (ii) to impose on the Property use restrictions as covenants for the purpose of protecting human health and the environment in connection with the Remedial Action; and (iii) to have such covenants run with the land and bind each successive owner during his or her ownership of all or any portion of the Property so encumbered, in accordance with the provisions of California Civil Code Section 1471(c), California Civil Code Section 1471(d), California Health and Safety Code Section 25355.5, and any other applicable law, all on the terms and conditions set forth herein;

9. WHEREAS, Grantor and Grantee wish to cooperate fully with the EPA and the DTSC in the implementation of all response actions as defined by 42 U.S.C. Section 9601 ("Response Action") at the OII Site; and

10. WHEREAS, the parties hereto have agreed that the EPA and the DTSC are intended third party beneficiaries of all of the rights granted herein to the Grantee, with full authority to exercise such rights;

NOW, THEREFORE:

11. Grant: Grantor, on behalf of itself, its successors and assigns, in consideration of and in partial satisfaction of the requirements of the terms of the "Seventh Partial Consent Decree" for the OII Site, CV _____, United States District Court, Central District of California,

Western Division (the "Consent Decree") entered into in connection with UNITED STATES OF AMERICA, THE STATE OF CALIFORNIA, AND THE CALIFORNIA HAZARDOUS SUBSTANCE ACCOUNT v. OPERATING INDUSTRIES, INC., et. al., does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the Grantee, and its assigns, and the EPA and the DTSC as intended third party beneficiaries, with general warranties of title: (i) the perpetual right to enforce said use restrictions, and (ii) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property subject to the terms and conditions of this Easement.

12. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, and to the EPA and the DTSC as third party beneficiaries with the right to enforce the real property rights, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants.

13. Restrictions on use: The following covenants, conditions, and restrictions apply to the use of the Property, run with the land and are binding on the Grantor and its respective representatives, heirs, successors, and assigns. The Property shall not be used in any manner that would interfere with or adversely affect the integrity or protectiveness of any remedial measures to be implemented at or for the OII Site. In addition to any other activities that would interfere with or adversely affect these remedial measures, the following activities are specifically prohibited:

- a. Any activity that results in a release or threat of release of any hazardous substance that either: (i) is subject to reporting requirements pursuant to Section 103(a) of CERCLA, 42 U.S.C. § 9603(a), or (ii) otherwise prompts a Response Action by the EPA or the DTSC;
- b. Any activity of a nature that would require issuance of a permit by the EPA or the State of California under RCRA or the California Hazardous Waste Control Law;
- c. Any activity that interferes with or adversely affects, or that the EPA determines may interfere with or adversely affect, the integrity or protectiveness of any OII Site remedial measures, including, but not limited to, the inauguration or continued effectiveness of any institutional controls for the OII Site;
- d. Any activity that causes or contributes, or that the EPA determines may cause or contribute, to the migration or release of any Existing Contamination;
- e. Any construction or excavation activities on any portion of the Property that might disturb any structure or activity implemented as a part of the Remedial Action, except in compliance with a Construction & Excavation Management Plan for the Property that has been approved in writing by the EPA pursuant to the Consent Decree;
- f. Any extraction of groundwater for purposes or uses other than implementing a Response Action;
- g. Any residential use, including but not limited to any mobile home or factory built housing, constructed or installed for use as residential human habitation;

- h. Any use as a hospital for humans;
- i. Any use as a public or private school for persons under 21 years of age;
- j. Any use as a day care center for children; and
- k. Any other purpose involving residential occupancy on a 24-hour basis.

("Existing Contamination" shall mean: (i) any hazardous substances, pollutants or contaminants present or existing on or under the North Parcel or the South Parcel of the OII Site as of the effective date of the Consent Decree; (ii) any hazardous substances, pollutants or contaminants within the OII Site that migrated from the location at which they were initially released into the environment prior to the effective date of the Consent Decree; and (iii) any hazardous substances, pollutants or contaminants at the OII Site that migrate onto, under or from their locations as of the effective date of this Consent Decree).

14. Modification of restrictions: The above restrictions may only be modified or terminated, in whole or in part, by writing by the Grantee, and only if the Grantee has received the express prior written consent of the EPA and the DTSC. The Grantor, or other aggrieved person seeking modification or termination of this Easement, must also apply to the DTSC for a written variance from the provisions of this Easement in accordance with Health and Safety Code Sections 25233 and 25234. If requested by the Grantor, the EPA or the DTSC, the accepted modifications or termination will be executed by Grantee in recordable form.

15. Environmental Protection Easement: Grantor hereby grants to the Grantee, and to the EPA and the DTSC as intended third party beneficiaries, an irrevocable, permanent and continuing right of access at all reasonable times to the Property, that shall run with the land and shall be binding on the Grantor and its respective representatives, heirs, successors, and assigns, for purposes of:

- a. Monitoring Response Actions for the OII Site;
- b. Verifying any data or information submitted to the United States or the DTSC related to the OII Site;
- c. Conducting investigations relating to contamination at or near the OII Site;
- d. Obtaining samples related to the OII Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
- e. Assessing the need for, planning, or implementing Response Actions at or near the OII Site (including, but not limited to, the Remedial Action);
- f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by persons;
- g. Verifying that no action is being taken on the Property in violation of the terms of this Easement or of any federal or state environmental laws or regulations;
- h. Assessing compliance with the Consent Decree or assessing compliance with any other Consent Decree or administrative order for the OII Site; and
- i. Determining whether the OII Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or

pursuant to the Consent Decree or any other Consent Decree or administrative order for the OII Site.

16. Coordination and Minimization of Interference. Grantee acknowledge and agree that Response Actions to be conducted on the Property in connection with the Remedial Action and other activities on or near the Property, including redevelopment activities involving, for example, the construction and operation of a shopping center thereon, may overlap and will require integration and coordination among all interested parties. Grantee, EPA and DTSC shall use reasonable efforts to minimize any material interference caused by the exercise of Grantee's rights and the rights provided EPA and DTSC as intended third party beneficiaries under this Easement, including but not limited to entry upon and response relating to the Property, on the operations or use of the Property. Reasonable efforts for purposes of this paragraph shall include, but are not limited to, engaging in discussions with the persons who own or control the relevant portion(s) of the Property in order to minimize any potential material interference, provided that doing so would not incur delays that could result in harm to human health or the environment.

17. Reserved rights of Grantor: Grantor hereby reserves unto itself all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

18. No Limitation on Response Authority of EPA or DTSC. Nothing in this document shall limit or otherwise affect the rights of entry and access of EPA or DTSC, or the authority of EPA or DTSC to take Response Actions under CERCLA, 42 U.S.C. 9601 *et seq.*, and the National Contingency Plan, 40 C.F.R. Part 300, or to take other actions to protect human health and the environment under applicable law.

19. No Public Access and Use Nor Taking: No right of access or use by the general public to any portion of the Property is conveyed by this instrument. The Grantor entered into this Easement as part of a resolution with the DTSC and the EPA of its alleged liabilities for the OII Site. Nothing set forth in this Easement shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof, or any right of access or use thereof, to the general public for any purpose whatsoever. Further, nothing set forth in this Easement shall be construed to effect a taking under state or federal law.

20. Recordation. The Grantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the Grantor's receipt of a fully executed original.

21. Notice requirement: Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS
SUBJECT TO AN ENVIRONMENTAL PROTECTION**

EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, DATED _____, 20 __, RECORDED IN THE PUBLIC LAND RECORDS ON _____, 20 __, IN BOOK _____, PAGE _____, ENFORCEABLE BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL AS INTENDED THIRD PARTY BENEFICIARIES.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee, EPA and DTSC with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference (however, a copy of the instrument of conveyance need not be provided to EPA and DTSC for conveyances of mortgages, liens, and other non-possessory encumbrances). Neither DTSC and EPA shall, by reason of this Easement, have authority to approve, disapprove, or otherwise affect a proposed conveyance or transfer, except as otherwise provided by law, by administrative order, or by a specific provision of this Easement.

22. Enforcement: The Grantee, and the EPA and the DTSC as intended third party beneficiaries, shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. This Easement shall be enforceable by the DTSC pursuant to Health and Safety Code, Division 20, Chapter 6.5, Article 8 (commencing with Section 25180). Remedies may include, but are not limited to, the ability to require the Grantor, its successors or assigns to modify or remove, as appropriate, any improvements constructed or placed upon any portion of the Property in violation of this Easement. ("Improvements" herein shall include, but not be limited to, all buildings, roads, driveways, and paved parking areas). All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of the EPA and the DTSC or by the Grantee with the express written permission of the EPA and/or the DTSC, and any forbearance, delay or omission to exercise any rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee, or by the EPA or the DTSC as intended third party beneficiaries, of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee or of the EPA or the DTSC as intended third party beneficiaries under this instrument.

23. Damages: The EPA and the DTSC, as intended third party beneficiaries, and the Grantee with the express written permission of the EPA and/or the DTSC, shall be entitled to recover damages for violations of the terms of this instrument; the EPA and the DTSC, as intended third party beneficiaries, shall have the sole right to recover damages for any injury to the remedial action, to the public or to the environment protected by this instrument.

24. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

25. Covenants: Grantor hereby covenants to and with the Grantee that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on **Exhibit C** attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof. Notwithstanding the foregoing, nothing herein shall prevent, preclude, limit or otherwise restrict the filing or recording against the Property of any liens (including but not limited to mortgages, deeds of trust and/or security agreements), encumbrances, covenants, conditions, restrictions, or other documents or instruments, provided that any such liens, encumbrances, covenants, conditions, restrictions, or other documents or instruments shall be subject and subordinate to this Easement.

26. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:
[address, telephone, fax & e-mail]

To Grantee:
[address, telephone, fax & e-mail]

To EPA:
[address, telephone, fax & e-mail]

To DTSC:
[address, telephone, fax & e-mail]

27. General provisions:

- a. Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of California.
- b. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c. Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of

this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

- d. Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.
- e. No Forfeiture: Nothing contained herein will result in a forfeiture, reversion, or invalidation in any respect of any title to, or interest in, the Property or any portion thereof granted to or held by Grantor of any of the foregoing.
- f. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.
- g. Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The term "EPA," wherever used herein, and any pronouns used in place thereof, shall include the entity named at the beginning of this document, identified as "EPA," and its successors. The term "DTSC," wherever used herein, and any pronouns used in place thereof, shall include the entity named at the beginning of this document, identified as "DTSC," and its successors. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the notice and modification provisions hereof.
- h. Statutory References. All statutory references include successor provisions.
- i. Termination of Rights and Obligations: A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- j. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

k. Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the Grantee and its assigns, with the EPA and the DTSC and their respective successors as intended third party beneficiaries, forever.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed in its name.

Grantor:
Executed this _____ day of _____, 20__.

By: _____
Title: _____

Grantee:
Executed this _____ day of _____, 20__.

By: _____
Title: _____

California Department of Toxic Substances Control, pursuant to the Health & Safety Code and as Intended Third Party Beneficiary:
Executed this _____ day of _____, 20__.

By: _____
Title: _____

United States Environmental Protection Agency, as Intended Third Party Beneficiary
Executed this _____ day of _____, 20__.

By: _____
Title: _____

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On this _____ day of _____, in the year _____,
before me _____, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Attachments: Exhibit A - legal description of the Property
 Exhibit B - legal description of the Grantee's property
 Exhibit C - list of permitted title encumbrances

N

United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree

APPENDIX N
Form of Notice to Successors in Property Interests

The following form comprises the Form of Notice to Successors in Property Interests.

Form of Notice to Successors in Property Interests

The real property described as the property to be sold or the premises to be leased (the "Property") is a part of the Operating Industries, Inc. Superfund Site (the "OII Site"). The OII Site comprises a total of approximately 190 acres bisected by State Route 60 (the Pomona Freeway); approximately 145 acres are located to the southeast and are commonly referred to as the South Parcel, and approximately 45 acres are located to the northwest and are commonly referred to as the North Parcel. A former landfill was operated by Operating Industries, Inc. between approximately 1948 and 1984 on the South Parcel and the western third of the North Parcel. The Property is located on a portion of the OII Site Property.

The OII Site was proposed for inclusion on the National Priorities List ("NPL") in October 1984 and was subsequently placed on the NPL in May 1986, as set forth at 40 C.F.R. Part 300, Appendix B, in accordance with Section 105(a)(8) of CERCLA, 42 U.S.C. § 9605(a)(8). The landfill accepted industrial solid, liquid and hazardous wastes, as well as Municipal Solid Waste; included among these wastes were hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and California Health and Safety Code §§ 25316 and 25317. In response to these releases and threatened releases, the EPA has undertaken response actions at or in connection with that site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. The EPA has completed numerous studies of the OII Site, including a Remedial Investigation and a Feasibility Study, and has also issued two final Records of Decision, the Landfill Gas Control and Landfill Cover Record of Decision and the Final Remedy Record of Decision, setting forth the EPA's selected remedy for the OII Site. These studies and Records of Decision, as well as additional studies and other site-related documents, are available as part of the Administrative Record for the OII Site. The Interpretive Center on the North Parcel is a repository of the Administrative Record, and portions of the Administrative Record are also available on the EPA's web site at www.epa.gov, as well as at public libraries near the OII Site. The entire Administrative Record is also available for viewing at the EPA's regional office in San Francisco. For more information about the OII Site Administrative Record, please call the EPA Superfund Records Center at (415) 536-6000. For more information about the conditions at the OII Site generally, please call the EPA at (800) 231-3075.

The EPA the California Department of Toxic Substances Control ("DTSC") have entered into numerous agreements to provide for the performance of the work required to remediate the OII Site and to provide payment for that work. Among these agreements is the Seventh Partial Consent Decree filed with the United States District Court for the Central District of California, Western Division in that certain action entitled United States of America, et al. v. Operating Industries, Inc., et al. and ancillary documents referenced therein (collectively, the "Seventh Consent Decree"). The Seventh Consent Decree contains a compromise and settlement of certain claims of the EPA and the DTSC against Greenfield Monterey Park, L.L.C. ("Greenfield") and the OII Site Custodial Trust as the then prospective owners and operators of portions of the OII Site, as well as against Southern California Edison ("SCE") as the owner and operator of a portion of the OII Site. In addition, the Seventh Consent Decree granted Greenfield, the OII Site Custodial Trust and SCE the opportunity, subject to certain conditions, to assign the right to share in certain obligations and benefits to their successors in ownership of their respective portions of property within the OII Site (such successors are referred to in the Seventh Consent Decree and below as "Successor(s) in Property Interest").

Nothing in the Seventh Consent Decree prevents or precludes any party from making any sale, lease, lease-back, conveyance, assignment, or other transfer (collectively, "Transfer") of any interest of such party in the Property or any portion thereof. Nor does the Seventh Consent Decree require any party to obtain prior (or subsequent) approval or consent from the EPA, DTSC, or any other party for any Transfer of any interest of such party in the Property or any portion thereof. However, for any party to be considered a Successor in Property Interest under the Seventh Consent Decree and to enjoy the benefits of the Seventh Consent Decree, including, without limitation, the covenant not to sue by the EPA and the DTSC contained therein, such party must comply with requirements of Section XXVI of the Seventh Consent Decree.

The first requirement of a party wishing to be considered a Successor in Property Interest under the Seventh Consent Decree is to execute an affidavit in the form of Appendix O (or, for small businesses as defined in the Seventh Consent Decree, in the form of Appendix P) accepting the assignment of the prescribed obligations and benefits and to submit the affidavit to the EPA for its review in accordance with the provisions of Section XXVI of the Seventh Consent Decree. All affidavits should be submitted to the following two addresses:

Remedial Project Manager,
OII Superfund Site
United States EPA, Region IX
Superfund Division
75 Hawthorne Street, Mailstop SFD-7
San Francisco, California 94105-3143

Assistant Regional Counsel
OII Superfund Site
United States EPA, Region IX
Office of Regional Counsel
75 Hawthorne Street, Mailstop ORC-3
San Francisco, California 94105-3143

Any party wishing to be considered a Successor in Property Interest should carefully review all of the obligations and benefits prescribed under Section XXVI of the Seventh Consent Decree for Successors in Property Interests and submit an accurate and complete affidavit in the form of Appendix O or Appendix P to the Seventh Consent Decree certifying its compliance and its agreement to continued compliance with the requirements for a Successor in Property Interest.

0

3. Name & Title of Contact Person for Business or Organization:

4. Telephone Number & E-Mail Address of Contact Person

5. Description of General Nature of Business or Organization:

6. Description of Business or Organization's Proposed Activities at the Development Parcel of the OII Site (the "Development Parcel"):

7. If the Business or Organization will conduct any of the following activities at the Development Parcel, please check the appropriate box and provide a separate explanation.

- (a) Use or handle hazardous substances other than in the normal course of retail trade, office use or restaurant use.
- (b) Use cleaning materials other than in the normal course of retail trade, office use or restaurant use.
- (c) Use tractor trailer trucks, except on designated routes of ingress and egress, including at established loading docks.
- (d) Penetrate the surface of the Development Parcel.
- (e) Install or operate an underground storage tank.
- (f) Conduct on-site dry cleaning operations.
- (g) Conduct automobile maintenance or repair activities.
- (h) Conduct manufacturing activities.

8. If the Business or Organization will be required to submit any of the following (including any form meeting multiple requirements), please check the appropriate box, provide a copy of the form to be filed, and provide a separate explanation.

(a) Hazardous Materials Release Response Plan and Inventory / Hazardous Materials Management Plan / Hazardous Materials Inventory Statement / Hazardous Materials Business Plan

b) Risk Management Plan

On behalf of _____, I further certify and agree that :
[type business/organization name]

_____ complies, will continue to comply, and is hereby bound
[type business/organization name]
by the requirements of Paragraph XXVI.A.1 (Requirements for Successors in Property Interest) of the Seventh Partial Consent Decree for the OII Site:

a. The Successor in Property Interest must not have caused nor contributed to the release or threat of release of any amount of the Existing Contamination at the OII Site, nor otherwise qualify as a potentially responsible party under Section 107 of CERCLA, 42 U.S.C. § 9607 prior to the Successor in Property Interest's becoming a transferee of, or otherwise becoming a successor to, any property interest in any OII Site Property;

b. The Successor in Property Interest's use of any OII Site Property or Proximate Access Property, including any normal commercial use or possession of minimal quantities of hazardous substances, must not result in a release or threat of release of any hazardous substance that either: (i) is subject to reporting requirements pursuant to Section 103(a) of CERCLA, 42 U.S.C. § 9603(a), or (ii) otherwise prompts a response action by the EPA or the State of California;

c. The Successor in Property Interest's use of any OII Site Property or Proximate Access Property must not cause or contribute to the migration or release of any Existing Contamination nor to any threat to human health or the environment caused by any release or threat of release;

d. The Successor in Property Interest's use of any OII Site Property or Proximate Access Property must not be of a nature that would require the Successor in Property Interest to apply for issuance of a permit by the EPA or the State of California under RCRA or the California Hazardous Waste Control Law;

e. The Successor in Property Interest must accept the assignment of the obligation to comply with all of the following provisions of this Consent Decree with respect to the portion of the OII Site Property he, she or it owns, to

the maximum extent possible: Paragraph XVI.C.1 (Access to Property, page 86); Paragraph XVI.C.2 (Access to and Retention of Records and Information, page 88)(solely with respect to records and information that refer or relate to: any past or potential future release of hazardous substances, pollutants or contaminants at or from the OII Site; the use or storage of hazardous substances at the OII Site (other than minimal quantities associated with day-to-day consumer retail sales and the day-to-day cleaning of consumer retail stores); the past or present physical characteristics or conditions of the OII Site; or compliance with the terms of this Consent Decree); Paragraph XVIII.A (Real Property within Possession or Control of Greenfield, the Owner/Operator Group, the OII Site Trusts or SCE, page 126); Paragraph XVIII.C (Governmental Controls, page 135) and Paragraph XVIII.D (Due Care, page 135);

f. The Successor in Property Interest must agree to pay the reasonable costs incurred by the EPA to review the affidavit she, he or it submits pursuant to Paragraph XXVI.C and any other documents, records or information related to the assignment or transfer of the OII Site Property in question, if the EPA issues a notification under Paragraph XXVI.C.2.b, XXVI.C.2.c, or XXVI.D.1. If the Successor in Property Interest qualifies as a "small business" as defined by 13 C.F.R. 121.201 pursuant to the Small Business Regulatory Enforcement and Fairness Act of 1996, Public Law 104-121 ("SBREFA"), he, she or it will not be required to comply with this Paragraph XXVI.A.1.f.

Signed this _____ (date) of _____ (month) of _____ (year) at _____ (city and state) by:

[signature]

[printed name]

[title]

[telephone number]

[fax number]

[business or organization name]

[street address]

[city, state & zip code]

[e-mail address of person signing]

P

United States of America v. Operating Industries, Inc. et al
OII Site Seventh Partial Consent Decree

APPENDIX P
Form of Affidavit for Small Business Successors in Property Interests

The following form of affidavit comprises the Form of Affidavit for Successors in Property Interests.

Affidavit for Successors in Property Interests

The following affidavit is made by an authorized representative of a small business (as defined by 13 C.F.R. §121.201) that wishes to accept an assignment of benefits and obligations as a Successor in Property Interest as provided by and pursuant to Paragraph XXVI.C of the Seventh Partial Consent Decree for the OII Site

I, _____, do hereby certify that I am empowered by
[type name]
_____ to act as its authorized representative to make the
[type business/organization name]
representations herein and to bind _____ to the assignment
[type business/organization name]
of benefits and obligations as a Successor in Property Interest as provided by and pursuant to Paragraph XXVI.C of the Seventh Partial Consent Decree for the OII Site. I make these statements subject to penalty of having made false statements to the government of the United States.

1. Name of Business or Organization:

2. Address of Business or Organization:

3. Name & Title of Contact Person for Business or Organization:

4. Telephone Number & E-Mail Address of Contact Person

5. Description of General Nature of Business or Organization:

6. Description of Business or Organization's Proposed Activities at the Development Parcel of the OII Site (the "Development Parcel"):

7. If the Business or Organization will conduct any of the following activities at the Development Parcel, please check the appropriate box.

- (a) Use or handle hazardous substances other than in the normal course of retail trade, office use or restaurant use.
- (b) Use cleaning materials other than in the normal course of retail trade, office use or restaurant use.
- (c) Use tractor trailer trucks, except on designated routes of ingress and egress, including at established loading docks.
- (d) Penetrate the surface of the Development Parcel.
- (e) Install or operate an underground storage tank.
- (f) Conduct on-site dry cleaning operations.
- (g) Conduct automobile maintenance or repair activities.
- (h) Conduct manufacturing activities.

8. If the Business or Organization will be required to submit any of the following (including any form meeting multiple requirements), please check the appropriate box.

(a) Hazardous Materials Release Response Plan and Inventory / Hazardous Materials Management Plan / Hazardous Materials Inventory Statement / Hazardous Materials Business Plan

b) Risk Management Plan

On behalf of _____, I further certify and agree that :
[type business/organization name]

_____ complies, will continue to comply, and is hereby bound
[type business/organization name]
by the requirements of Paragraph XXVI.A.1 (Requirements for Successors in Property Interest) of the Seventh Partial Consent Decree for the OII Site:

a. The Successor in Property Interest must not have caused nor contributed to the release or threat of release of any amount of the Existing Contamination at the OII Site, nor otherwise qualify as a potentially responsible party under Section 107 of CERCLA, 42 U.S.C. § 9607 prior to the Successor in Property Interest's becoming a transferee of, or otherwise becoming a successor to, any property interest in any OII Site Property;

b. The Successor in Property Interest's use of any OII Site Property or Proximate Access Property, including any normal commercial use or possession of minimal quantities of hazardous substances, must not result in a release or threat of release of any hazardous substance that either: (i) is subject to reporting requirements pursuant to Section 103(a) of CERCLA, 42 U.S.C. § 9603(a), or (ii) otherwise prompts a response action by the EPA or the State of California;

c. The Successor in Property Interest's use of any OII Site Property or Proximate Access Property must not cause or contribute to the migration or release of any Existing Contamination nor to any threat to human health or the environment caused by any release or threat of release;

d. The Successor in Property Interest's use of any OII Site Property or Proximate Access Property must not be of a nature that would require the Successor in Property Interest to apply for issuance of a permit by the EPA or the State of California under RCRA or the California Hazardous Waste Control Law;

e. The Successor in Property Interest must accept the assignment of the obligation to comply with all of the following provisions of this Consent Decree with respect to the portion of the OII Site Property he, she or it owns, to the maximum extent possible: Paragraph XVI.C.1 (Access to Property, page 86);

Paragraph XVI.C.2 (Access to and Retention of Records and Information, page 88)(solely with respect to records and information that refer or relate to: any past or potential future release of hazardous substances, pollutants or contaminants at or from the OII Site; the use or storage of hazardous substances at the OII Site (other than minimal quantities associated with day-to-day consumer retail sales and the day-to-day cleaning of consumer retail stores); the past or present physical characteristics or conditions of the OII Site; or compliance with the terms of this Consent Decree); Paragraph XVIII.A (Real Property within Possession or Control of Greenfield, the Owner/Operator Group, the OII Site Trusts or SCE, page 126); Paragraph XVIII.C (Governmental Controls, page 135) and Paragraph XVIII.D (Due Care, page 135).

Signed this _____ (date) of _____ (month) of _____ (year) at

_____ (city and state) by:

[signature]

[business or organization name]

[printed name]

[street address]

[title]

[telephone number]

[city, state & zip code]

[fax number]

[e-mail address of person signing]

1 FOR PLAINTIFF UNITED STATES OF AMERICA:

2

3

4



LOIS J. SCHIFFER

Dated: 7/27/00

5 Assistant Attorney General
6 Environment and Natural Resources Division
7 U.S. Department of Justice
8 Washington, D.C. 20530

7

8

9



NOEL WISE

Dated: 8/10/00

10 Trial Attorney
11 Environmental Enforcement Section
12 Environment and Natural Resources Division
13 U.S. Department of Justice
14 301 Howard Street, Suite 870
15 San Francisco, California 94105

13

14

15 ALEJANDRO N. MAYORKAS
16 United States Attorney

16

17

ROGER E. WEST
18 First Assistant Chief, Civil Division
19 Office of the United States Attorney
20 Central District of California
21 300 North Los Angeles Street, Suite 7516
22 Los Angeles, California 90012

Dated: _____

21

22

23

24

25

26

27

28

00727

1 FOR PLAINTIFF UNITED STATES OF AMERICA:

2

3

4

Keith A. Takata
KEITH A. TAKATA
Division Director
Superfund Division
EPA Region IX
75 Hawthorne Street
San Francisco, California 94105-3901

Dated: 8-7-00

8

9

Arthur L. Haubens
ARTHUR L. HAUBENSTOCK
Assistant Regional Counsel
EPA Region IX
75 Hawthorne Street, M/S ORC-3
San Francisco, California 94105-3901

Dated: 8/11/00

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 FOR PLAINTIFF STATE OF CALIFORNIA:
2
3

4 

Dated: June 22, 2000

5 SAYAREH AMIR
6 Chief, Site Mitigation Operations Branch
7 Southern California Region
8 California Department of Toxic Substances Control
9 1011 North Grandview Avenue
10 Glendale, California 91201

8 

Dated: June 21, 2000

10 DENNIS A. RAGEN
11 Deputy Attorney General
12 110 West "A" Street, Suite 1100
13 San Diego, California 92101

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

3 *Jack Arakelian* June 12, 2000
4 SIGNATURE DATE

5 JACK ARAKELIAN PRESIDENT
6 PRINTED NAME TITLE

7 OPERATING INDUSTRIES, INC. 626-280-3130
8 DEFENDANT TELEPHONE NUMBER

9 1749 POTRERO GRANDE DRIVE
10 SUITE E 626-280-3131
11 ADDRESS FACSIMILE NUMBER

11 MONTEREY PARK, CA 90067
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

16 Name and/or
17 Title: MICHAEL A. BARTH
(Please Type)

18 31 MALAGA COVE PLAZA
19 Address: PALOS VERDES ESTATES, CA 90274

20
21 Tel. Number: 310-375-3855

22 Fax Number: 310-375-2825

23 E-Mail: mab@barthlaw.com
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 *Jack Arakelian* June 12, 2000
4 SIGNATURE DATE

5 JACK ARAKELIAN PRESIDENT
6 PRINTED NAME TITLE

7 A.H.A.S., INC. 626-280-3130
8 DEFENDANT TELEPHONE NUMBER

9 1749 POTRERO GRANDE DRIVE
SUITE E 626-280-3131
10 ADDRESS FACSIMILE NUMBER

11 MONTEREY PARK, CA 90067
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: MICHAEL A. BARTH
Attorney at Law

18 31 MALAGA COVE PLAZA
19 Address: PALOS VERDES ESTATES, CA 90274
20

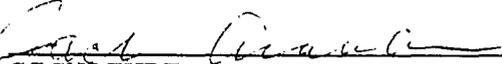
21 Tel. Number: 310-375-3855

22 Fax Number: 310-375-2825

23 E-Mail: mab@barthlaw.com
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3  June 12, 2000
4 SIGNATURE DATE

5 JACK ARAKELIAN
6 PRINTED NAME TITLE

7 JACK ARAKELIAN 626-336-3636
8 DEFENDANT TELEPHONE NUMBER

9 P.O. BOX 60009 626-330-0456
10 ADDRESS FACSIMILE NUMBER

11 INDUSTRY, CA 91715
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: MICHAEL A. BARTH
(Please Type)

18 31 MALAGA COVE PLAZA
19 Address: PALOS VERDES ESTATES, CA 90274

20
21 Tel. Number: 310-375-3855

22 Fax Number: 310-375-2825

23 E-Mail: mab@barthlaw.com
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 Ron Arakelian June 12, 2000
4 SIGNATURE DATE

5 RON ARAKELIAN, SR.
6 PRINTED NAME TITLE

7 RON ARAKELIAN, SR. 626-336-3636
8 DEFENDANT TELEPHONE NUMBER

9 P.O. BOX 60009 626-330-0456
10 ADDRESS FACSIMILE NUMBER

11 INDUSTRY, CA 91715
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: MICHAEL A. BARTH
(Please Type)

18 31 MALAGA COVE PLAZA
19 Address: PALOS VERDES ESTATES, CA 90274

20
21 Tel. Number: 310-375-3855

22 Fax Number: 310-375-2825

23 E-Mail: mab@barthlaw.com
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4  6-21-00
SIGNATURE DATE

5 TIM MICHAEL AGAJANIAN CO-EXECUTOR
6 PRINTED NAME TITLE

7 THE ESTATE OF TIM MESTROP
8 AGAJANIAN, DECEASED 213-622-4202
DEFENDANT TELEPHONE NUMBER

9 550 SOUTH HOPE STREET
10 SUITE 1000 213-622-4232
ADDRESS FACSIMILE NUMBER

11 LOS ANGELES, CA 90071-2644 tima@agajanian.net
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

Name and/or Title: TIM M. AGAJANIAN
Please Type!
550 SOUTH HOPE STREET
Address: SUITE 1000
LOS ANGELES, CA 90071-2644
Tel. Number: 213-622-4202
Fax Number: 213-622-4232
E-Mail: tima@agajanian.net

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.


SIGNATURE

7-14-2000
DATE

TOM AGAJANIAN*
PRINTED NAME

CO-EXECUTOR
TITLE

THE ESTATE OF TIM MESROP
AGAJANIAN, DECEASED
DEFENDANT

*In his capacity as
Co-Executor only and
not in his Individual
213-622-4202 Capacity
TELEPHONE NUMBER

550 SOUTH HOPE STREET
SUITE 1000
ADDRESS

213-622-4232
FACSIMILE NUMBER

LOS ANGELES, CA 90071-2644
CITY, STATE, ZIP CODE

tima@agajanian.net
E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: TIM M. AGAJANIAN
(Please Type)
550 SOUTH HOPE STREET
Address: SUITE 1000
LOS ANGELES, CA 90071-2644
Tel. Number: 213-622-4202
Fax Number: 213-622-4232
E-MAIL: tima@agajanian.net

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

Chris J. Jeffers
SIGNATURE

6/21/00
DATE

Chris J. Jeffers
PRINTED NAME

City Manager
TITLE

City of Monterey Park
DEFENDANT

(626) 307-1257
TELEPHONE NUMBER

320 West Newmark Avenue
ADDRESS

(626) 280-4537
FACSIMILE NUMBER

Monterey Park, California 91754
CITY, STATE, ZIP CODE

c.jeffers@montereypark.ca.gov
E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: City Clerk
(Please Type)

Address: City of Monterey Park

320 West Newmark Avenue

Monterey Park, California 91754

Tel. Number: (626) 307-1359

Fax Number: (626) 288-6861

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

Bruce Jackson
SIGNATURE

6-28-00
DATE

BRUCE JACKSON
PRINTED NAME

VICE-PRESIDENT
TITLE

Active USA, Inc., an Indiana corporation,
successor by merger to Kenosha Auto Transport
Corporation
DEFENDANT

1-800-558-3271
TELEPHONE NUMBER

4314 - 39th Avenue, Kenosha, WI 53144
ADDRESS

1-262-658-8525
FACSIMILE NUMBER

CITY, STATE, ZIP CODE

gvandyke@activetransport.com
E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: Jeffrey P. Clark, Esq.

(Please Type)
c/o Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s.c.

Address: 1000 North Water Street, Suite 2100
Milwaukee, WI 53202

Tel. Number: 414-298-8131

Fax Number: 414-298-8097

00737

SEVENTH CONSENT DECREE SIGNATURE PAGE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Caspalia Disposal Site.

Myrl R. Wear for AK Steel Corporation July 10, 2000
SIGNATURE DATE

Myrl R. Wear Manager Environmental Affairs
PRINTED NAME TITLE

AK Steel Corporation successor by 816-242-5855
DEFENDANT Merger to Armco Inc.* TELEPHONE NUMBER

7000 Winner Road 816-242-5662
ADDRESS FACSIMILE NUMBER

Kansas City, MO 64125 Myrl.Wear@AKSteel.com
CITY, STATE, ZIP CODE E-MAIL ADDRESS

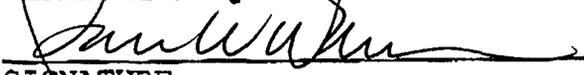
* for Armco National Supply

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: Judith Praitis
(Please Type)
Sidley & Austin
Address: 555 West Fifth Street
Los Angeles, CA
Tel. Number: 213-896-6637
Fax Number: 213-896-6600
jpraitis@sidley.com

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4  6-30-00
SIGNATURE DATE

5 Ralph W. Waechter Coordinator, Remediation Work Group
6 PRINTED NAME TITLE

7 Alcoa Composites Inc. 412-553-4259
8 (for its former Weslock Division) DEFENDANT TELEPHONE NUMBER

9 201 Isabella Street 412-553-4064
10 ADDRESS FACSIMILE NUMBER

11 Pittsburgh, PA 15212-5858 ralph.waechter@alcoa.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: David Hetzel
(Please Type)

18 LeBoeuf, Lamb, Greene & MacRae
19 Address: One Gateway Center, 420 Fort Duquesne Blvd
20 Ste. 1600, Pittsburgh, PA 15222

21 Tel. Number: (412) 594-2300

22 Fax Number: (412) 594-5237

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 [Signature]
SIGNATURE

7/21/00
DATE

5 T. J. AHERN
6 PRINTED NAME

VP - SAFETY, SECURITY & ENVIRONMENT
7 TITLE

8 AMERICAN AIRLINES
DEFENDANT

817-967-2312
9 TELEPHONE NUMBER

10 P.O. Box 619616 MD 5274
ADDRESS

817-963-1516
11 FACSIMILE NUMBER

12 DFW AIRPORT, TX 75261-9616
CITY, STATE, ZIP CODE

TIM.AHERN@AA.COM
E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title:

JOAN KRAJEWSKI Joan Krajewski
(Please Type)

SR. ATTORNEY Sr. Attorney
American Airlines

18
19 Address:

P.O. Box 619616 - MD 5275
20 DFW AIRPORT, TX 75261-9616

21 Tel. Number:

817-931-9161

22 Fax Number:

817-967-2937

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 W.A. Francois 06/23/00
4 SIGNATURE DATE

5 William A. Francois Senior Vice President, General Counsel &
6 PRINTED NAME TITLE Secretary

7 American National Can * 773-399-3522
8 DEFENDANT TELEPHONE NUMBER

9 8770 West Bryn Mawr Avenue 773-399-3527
10 ADDRESS FACSIMILE NUMBER

11 Chicago, Illinois 60631 wfrancoi@ancc.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13 * as successor in interest to AN
14 American Can Company

15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: Eileen Burns Lerum
(Please Type)

18 Pechiney Services America

19 Address: 8770 West Bryn Mawr Avenue

20 Chicago, Illinois 60631

21 Tel. Number: 773-399-8696

22 Fax Number: 773-399-3957

23
24
25
26
27
28
00741

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 
SIGNATURE

July 24, 2000
DATE

5 Maria L. Snyder
6 PRINTED NAME

Vice President, Information Systems
TITLE

7 AmeriPride Services Inc. fka
8 Welch's Overall Cleaning Co. Inc.
DEFENDANT

612-371-4276
TELEPHONE NUMBER

9 901 Marquette Avenue South, Suite 2500
10 ADDRESS

612-373-3183
FACSIMILE NUMBER

11 Minneapolis, MN 55402
12 CITY, STATE, ZIP CODE

Maria.Snyder@ameripride.org
E-MAIL ADDRESS

13
14
15 **Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:**

16 Name and/or Title: David Giannotti, Esq.
17 (Please Type)

18 Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapir
19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010

21 Tel. Number: (310) 282-6291

22 Fax Number: (310) 556-2920
23
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Robert J Shannon 5/20/00
SIGNATURE DATE

5 ROBERT J. SHANNON PRESIDENT,
6 PRINTED NAME WORLD WIDE FLOOR PRODUCTS OPERATIONS
TITLE

7 ARMSTRONG WORLD INDUSTRIES, INC.* (717) 397-0611
8 DEFENDANT TELEPHONE NUMBER

9 2500 COLUMBIA AVENUE
10 ADDRESS FACSIMILE NUMBER

11 LANCASTER, PA 17603
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13 * formerly known as Armstrong Cork Co.

14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: DOUGLAS S. BROSSMAN
(Please Type)

18 ASSOCIATE COUNSEL

19 Address: ARMSTRONG WORLD INDUSTRIES, INC.
20 2500 COLUMBIA AVENUE
LANCASTER, PA 17603

21 Tel. Number: (717) 396-2745

22 Fax Number: (717) 396-6121

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 *[Signature]* ^{TLM} _{7/6/00} 7/6/00
SIGNATURE DATE

5 Sandy Stash Vice President
6 PRINTED NAME TITLE

7 Atlantic Richfield Company *
8 DEFENDANT TELEPHONE NUMBER

9 ADDRESS FACSIMILE NUMBER

10 CITY, STATE, ZIP CODE E-MAIL ADDRESS

11
12
13 for ARCO/Anaconda American Brass Div.

14
15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

17 Name and/or Title: David Giannotti, Esq.
18 ^(Please Type)
Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapirc
19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010
21 Tel. Number: (310) 282-6291
22 Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 SIGNATURE

DATE

7/13/60

5 David Schwartzberg

Vice President-Health, Environment &
Safety

6 PRINTED NAME

TITLE

7 ATOFINA Chemicals, Inc. (formerly
Elf Atochem North America, Inc.),*

215-419-7714

8 DEFENDANT

TELEPHONE NUMBER

9 2000 Market Street

215-419-5800

10 ADDRESS

FACSIMILE NUMBER

11 Philadelphia, PA 19103-3222

dschwartzberg@ato.com

12 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

13 * as successor-in-interest to Penwalt Corporation, M&T Chemicals, and Purex
14 Corporation.

15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

17 Name and/or
18 Title:

David Giannotti, Esq.

19 (Please Type)
Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro

20 Address:

21 2121 Avenue of the Stars, 18th Floor

22 Los Angeles, CA 90067-5010

23 Tel. Number:

24 (310) 282-6291

25 Fax Number:

26 (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Paul E. Crosser
SIGNATURE

06/19/2000
DATE

5 PAUL E. CROSSER
PRINTED NAME

MGR., ENVIRON. & PROP. CONS. SERV.
TITLE

6
7 BANDAG, INCORPORATED*
8 DEFENDANT

319 262 1368
TELEPHONE NUMBER

9 2905 N. HWY 61
10 ADDRESS

319 262 1218
FACSIMILE NUMBER

11 MUSCATINE IA 52761
12 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

13 * as successor in interest to Master
14 Processing Corporation *and*

15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

17 Name and/or
18 Title:

David Giannotti, Esq.
(Please Type)

OII Steering Committee Common Counsel

19 Address:

Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapir
2121 Avenue of the Stars, 18th Floor

Los Angeles, CA 90067-5010

21 Tel. Number:

(310) 282-6291

22 Fax Number:

(310) 556-2920

28 00746

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

Augustine E. Moffitt, Jr.
SIGNATURE

June 23, 2000
DATE

Augustine E. Moffitt, Jr.
PRINTED NAME

Executive Vice President and
Chief Administrative Officer
TITLE

BETHLEHEM STEEL CORPORATION
DEFENDANT

610-694-5669
TELEPHONE NUMBER

1170 8th Avenue
ADDRESS

610-694-3686
FACSIMILE NUMBER

Bethlehem, PA 18016-7699
CITY, STATE, ZIP CODE

amoffitt@bethsteel.com
E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: Leo T. Kaercher
Director, Environmental Engineering & Remediation
(Please Type)

BETHLEHEM STEEL CORPORATION

Address: 1170 8th Avenue

Bethlehem, PA 18016-7699

Tel. Number: 610-694-6514

Fax Number: 610-694-1524

00748

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 Gary Berg 6/28/00
4 SIGNATURE DATE

5 GARY BERG VP Finance
6 PRINTED NAME TITLE

7 BHP Coated Steel Corp. (successor to Republic, Inc.)
8 DEFENDANT TELEPHONE NUMBER

9 _____
10 ADDRESS FACSIMILE NUMBER

11 _____
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title:

Stephen J. Swanson
(Please Type)
Walter, Finestone & Richter

18
19 Address:

11601 Wilshire Blvd.
Suite 1900
Los Angeles, CA 90025

20
21 Tel. Number:

(310) 575-0800

22 Fax Number:

(310) 575-0170

23
24
25
26
27
28
00750

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 FRANC S ANT
SIGNATURE

July 21, 2000
DATE

5 FRANC S ANT
6 PRINTED NAME

V-P
TITLE

7 BIRD INCORPORATED
8 DEFENDANT

781-551 0656
TELEPHONE NUMBER

9 1077 PLEASANT ST
10 ADDRESS

781 769 0434
FACSIMILE NUMBER

11 WOOD PA
12 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq.
17 (Please Type)
Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapir
18
19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010
21 Tel. Number: (310) 282-6291
22 Fax Number: (310) 556-2920
23
24
25
26
27
28

00751

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Linda H. Biagioni 7/27/00
SIGNATURE DATE

5 Linda H. Biagioni Vice President Environmental Affairs
6 PRINTED NAME TITLE

7 Black & Decker For McCulloch (401) 716-3208
8 DEFENDANT TELEPHONE NUMBER

9 701 East Joppa Road (401) 716-2341

10 ADDRESS FACSIMILE NUMBER

11 Towson, MD 21286 linda.biagioni@bdk.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

17 Name and/or Title: Robert D. Wyatt, Esq.

(Please Type)

18 Allen Matkins Leck Gamble & Mallory, LLP

19 Address: 333 Bush Street, 17th Floor

20 San Francisco, CA 94104

21 Tel. Number: (415) 837-1515

22 Fax Number: (415) 837-1516

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 
4 SIGNATURE

6/21/00
DATE

5 Dan R. Summers
6 PRINTED NAME

Chief Counsel
TITLE

7 McDonnell Douglas Corporation and
The Boeing Company for Rockwell
International Corporation*
8 DEFENDANT

206-544-1605
TELEPHONE NUMBER

9 7755 E. Marginal Way
10 ADDRESS

206-544-1572
FACSIMILE NUMBER

11 Seattle, WA 98108
12 CITY, STATE, ZIP CODE

dan.r.summers@boeing.com
E-MAIL ADDRESS

*The Boeing Company (on behalf of Rockwell International Corporation and its divisions), and McDonnell Douglas Corporation (including its Douglas Aircraft Company and McDonnell Douglas Aircraft divisions), a wholly-owned subsidiary of the Boeing Company *cu*

15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: Corporation Service Company
(Please Type)

18
19 Address: 2730 Gateway Oaks Drive, Suite 100
20 Sacramento, CA 95833

21 Tel. Number: _____

22 Fax Number: _____

00753

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

C. Richard Spranger
SIGNATURE

7-6-2000
DATE

C. RICHARD SPRINGER
PRINTED NAME
BORDEN, INC.* FOR

DIRECTOR OF ENVIRONMENTAL AFFAIRS
TITLE

BORDEN CHEMICAL COMPANY
DEFENDANT

614-225-7427
TELEPHONE NUMBER

180 E. BROAD ST.
ADDRESS

614-225-7584
FACSIMILE NUMBER

COLUMBUS OHIO 43215
CITY, STATE, ZIP CODE

RSRINGER@BORDONCAPITAL.COM
E-MAIL ADDRESS

* as successor-in-interest

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: Judith M. Praitis, Esquire
(Please Type)

Address: Sidley & Austin
555 West Fifth Street

Tel. Number: Los Angeles, California 90013-1010

Fax Number: _____

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 [Signature]
SIGNATURE

6/30/00
DATE

5 Robert E.T. Lackey
6 PRINTED NAME

VP & Genl Counsel
TITLE

7 Bores International Services Corp*
8 DEFENDANT A/A/B Bores-Vassar Security Corp

(312) 322-8526
TELEPHONE NUMBER

9 200 S. Michigan
10 ADDRESS

(312) 322-8509
~~Lackey @ Bore International~~
FACSIMILE NUMBER

11 Chicago IL 60604
12 CITY, STATE, ZIP CODE

Lackey @ Bore International.com
E-MAIL ADDRESS

13 * for its former subsidiary Byron Jackson Pump Division
14

15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

17 Name and/or
18 Title:

(Same as above)
[Please Type]

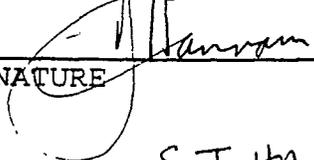
19 Address:

20 Tel. Number:

21 Fax Number:
22
23
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
 2 the Operating Industries, Inc. (OII) Superfund Site and the
 Casmalia Disposal Site.

3  7th JULY 2000
 4 SIGNATURE DATE
 5 S.J. HANNAM DIRECTOR
 6 PRINTED NAME TITLE
 7 MYDRIN INC (NOW KNOWN AS (704) 331 1000
 8 DEFENDANT (CADHAYES INC) * TELEPHONE NUMBER
 9 40 MOORE + VAN ALLEN PULL
 10 NATIONS BANK CORPORATE CENTRE (704) 331 1159
 11 ADDRESS FACSIMILE NUMBER
 12 100 NORTH TYRUM STREET
FLOOR 47, CHARLOTTE NC 28202 USA
 CITY, STATE, ZIP CODE E-MAIL ADDRESS

* for itself and for R&D Latex Corporation

15 Agent Authorized to Accept Service and Future Notices on
 16 Behalf of Above-signed Party:

16 Name and/or Title: MR MARTIN B WASSER
 17 (Please Type)
 18 PHILLIPS NIZER BENJAMIN KRIM & BALCON
 19 Address: 660 FIFTH AVENUE
 20 NEW YORK NY 10103-0084
 21 Tel. Number: (212) 977 9700
 22 Fax Number: (212) 262 5152

00756

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Caspalia Disposal Site.

4 T.B. Ross June 29, 2000
SIGNATURE DATE

5 Thomas B. Ross Director, Environmental Projects
6 PRINTED NAME TITLE

7 Champion International Corp.* (203) 358-7000
8 DEFENDANT TELEPHONE NUMBER

9 400 Atlantic Street (203) 358-7407
10 ADDRESS FACSIMILE NUMBER

11 Stamford, CT 06921 rosst@champint.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13 * as successor by merger to St. Regis Corp.

14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq.
17 Christensen, ^(Please Type) Miller, Fink, Jacobs, Glaser, Weil & Shapir
18
19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010
21 Tel. Number: (310) 282-6291
22 Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 [Signature]
4 SIGNATURE

June 19, 2000
DATE

5 Jeffrey J. Potry
6 PRINTED NAME

Business Unit Manager,
Superfund and Property Management
TITLE

7 *Chevron Environmental
8 Management Company*
DEFENDANT

(925) 842-5890
TELEPHONE NUMBER

9 6001 Bollinger Canyon Rd.
10 ADDRESS

(925) 842-0213
FACSIMILE NUMBER

11 San Ramon, CA
94583

JETPC@Chevron.com
E-MAIL ADDRESS

12 CITY, STATE, ZIP CODE

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: Cathy S. Robic
17 (Please Type)

18
19 Address: 6001 Bollinger Canyon Rd, Rm K-2042
20 San Ramon, CA 94583

21 Tel. Number: (925) 842-2005

22 Fax Number: (925) 842-0808

23
24
25 * on behalf of itself, Chevron Chemical Company, LLC,
26 Chevron Pipe Line Company, and Chevron USA, Inc.

27
28 * and as successor in interest to Gulf
Oil ^{Co.}

00758

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 *Gregory L. Scott*
SIGNATURE

8-4-2000
DATE

5 Gregory L. Scott
PRINTED NAME

Director Bureau of Street Services
TITLE

6 The City of Los Angeles acting
7 for the Los Angeles Department
8 of Public Works

(213) 485-5681
TELEPHONE NUMBER

9 433 South Spring Street, Suite 600
ADDRESS

(213) 622-2375
FACSIMILE NUMBER

10 Los Angeles, CA 90012
11 CITY, STATE, ZIP CODE

gscott@bss.lacity.org
E-MAIL ADDRESS

12
13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: Roberta Scharlin Zinman
17 (Please Type)

18 Deputy City Attorney

19 * Address: P.O. Box 51111, Room 340
20 Los Angeles, CA 90051

21 Tel. Number: (213) 367 - 4530

22 Fax Number: (213) 367 - 4588

23 * For personal service, Fed-Ex or UPS, only, use: 111 No. Hope St
24 Room 340
25 Los Angeles, CA
26 90012

27 APPROVED AS TO FORM AND LEGALITY
28 JAMES K. HAHN, CITY ATTORNEY

AUG 02 2000
BY *Roberta S. Zinman*
ROBERTA S. ZINMAN
Deputy City Attorney

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 *E. Martinez* AUGUST 2, 2000
4 SIGNATURE DATE

5 ENRIQUE MARTINEZ Assistant General Manager -
Power Services
6 PRINTED NAME TITLE

7 The City of Los Angeles acting by and
through the Los Angeles Department of
Water and Power (213) 367-4435
8 DEFENDANT TELEPHONE NUMBER

9 111 North Hope Street (213) 367-0313
10 ADDRESS FACSIMILE NUMBER

11 Los Angeles, CA 90012 HMART1@LADWP.COM
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13 AUTHORIZED BY RES. 001 027
14 AUG 01 2000

15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: Roberta Scharlin Zinman, Esq.
(Please Type)
18 Deputy City Attorney

19 * Address: P.O. Box 51111, Room 340
20 Los Angeles, CA 90051

21 Tel. Number: (213) 367 - 4530

22 Fax Number: (213) 367 - 4588

23 * For personal service, UPS or Fed-Ex:

24 111 North Hope Street
Room 340
25 Los Angeles, CA 90012

APPROVED AS TO FORM AND LEGALITY
JAMES K. HAHN, CITY ATTORNEY

26 JUL 07 2000
27 BY *Roberta Scharlin Zinman*
ROBERTA S. ZINMAN
28 Deputy City Attorney

00761

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 John R. Mayo
4 SIGNATURE

July 10, 2000
DATE

5 John R. Mayo
6 PRINTED NAME

Assistant Secretary
TITLE

7 Menasco / Coltec Industries*
8 DEFENDANT

704-423-7104
TELEPHONE NUMBER

9 4 Col. Sevin Centre
2730 W. Tyvola, ~~etc~~
10 ADDRESS

704-423-7115
FACSIMILE NUMBER

11 Charlotte, NC 28217
12 CITY, STATE, ZIP CODE

jmayo@corp.bfg.com
E-MAIL ADDRESS

13 * as successor in interest to
Menasco, Inc. CW

14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16	Name and/or	David Giannotti, Esq.
17	Title:	<u>Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro</u>
18		
19	Address:	<u>2121 Avenue of the Stars, 18th Floor</u>
20		<u>Los Angeles, CA 90067-5010</u>
21	Tel. Number:	<u>(310) 282-6291</u>
22	Fax Number:	<u>(310) 556-2920</u>

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Caswellia Disposal Site.

4 SIGNATURE

5 Andrew Shakalis, Esq.

6 PRINTED NAME

7 Conopco, Inc.*

8 DEFENDANT

9 390 Park Avenue

10 ADDRESS

11 NY, NY 10022-4698

12 CITY, STATE, ZIP CODE

7/6/00

DATE

Senior Counsel - Environmental
In-house Counsel acting on
behalf of Conopco, Inc.

TITLE

(212) 906-3325

TELEPHONE NUMBER

(212) 318-3680

FACSIMILE NUMBER

E-MAIL ADDRESS

13 *on behalf of its unincorporated division, Lever Brothers

14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title:

David Giannotti, Esq.

18 ^(Please Type)
Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapirc

19 Address:

2121 Avenue of the Stars, 18th Floor

Los Angeles, CA 90067-5010

21 Tel. Number:

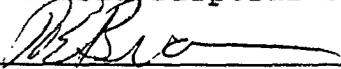
(310) 282-6291

22 Fax Number:

(310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3  6-28-00
4 SIGNATURE DATE

5 Robert Brain President
6 PRINTED NAME TITLE

7 Cooper & Brain (310) 834-4411
8 DEFENDANT TELEPHONE NUMBER

9 655 E. "D" Street (310) 835-1577
10 ADDRESS FACSIMILE NUMBER

11 Wilmington, CA 90744
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq., Common Counsel
17 (Please Type)
18 Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro
19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010
21 Tel. Number: (310) 282-6291
22 Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

Bruce Love
SIGNATURE

JULY 15, 2000
DATE

BRUCE LOVE
PRINTED NAME

CORP. SECRETARY/CORP. COUNSEL
TITLE

Crowley Maritime Corporation on behalf of its wholly owned subsidiaries Crowley Marine Services, Inc., Crowley Towing & Transportation Co. and Crowley Environmental Services, Inc
DEFENDANT

510-251-7898
TELEPHONE NUMBER

155 GRAND AVE, 7th FL
ADDRESS

510-251-7788
FACSIMILE NUMBER

OAKLAND, CA 94612
CITY, STATE, ZIP CODE

bruce.love@Crowley.com
E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title:	<u>Bruce Love</u> <small>(Please Type)</small> Corporate Secretary/Corporate Counsel
Address:	<u>155 Grand Avenue</u> <u>Oakland, CA 94612</u>
Tel. Number:	<u>510-251-7898</u>
Fax Number:	<u>510-251-7788</u>

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Will T. Gallagher
SIGNATURE

6/21/00
DATE

5 WILLIAM T. GALLAGHER
PRINTED NAME

VP
TITLE

6 Crown Beverage Packaging, Inc.
7 (for Continental Can Company)
8 DEFENDANT

215-698-5383
TELEPHONE NUMBER

9 One Crown Way
10 ADDRESS

215-698-6061
FACSIMILE NUMBER

11 Philadelphia, PA 19154
12 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: James Dagna, Esq.
(Please Type)

18 McCutchen, Doyle, Brown + Erickson
19 Address: 355 South Grand Avenue, Suite 4400
20 Los Angeles, CA 90071-1560

21 Tel. Number: 213-680-6400

22 Fax Number: 213-680-6499
23
24
25
26
27
28

00766

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

Kathleen M. Hennessey
SIGNATURE

7/21/00
DATE

Kathleen M. Hennessey
PRINTED NAME

Senior Staff Counsel
TITLE

DaimlerChrysler Corp. *
DEFENDANT

248-512-4116
TELEPHONE NUMBER

1000 Chrysler Drive, CIMS 485-14-18
ADDRESS

248-512-0926
FACSIMILE NUMBER

Auburn Hills, MI 48326-2766
CITY, STATE, ZIP CODE

kmh17@daimlerchrysler.com
E-MAIL ADDRESS

* for Nu Car Prep

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: David Giannotti, Esq.
(Please Type)

Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapir

Address: 2121 Avenue of the Stars, 18th Floor
Los Angeles, CA 90067-5010

Tel. Number: (310) 282-6291

Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

Mary Ann Desmond
SIGNATURE

7.24.00
DATE

MARY ANN DESMOLD
PRINTED NAME

Vice President & Chief Admin. Officer
TITLE

DEFT, INC
DEFENDANT

949-476-6709
TELEPHONE NUMBER

17451 Von KARMAN AVE.
ADDRESS

949-474-7269
FACSIMILE NUMBER

IRVINE CA 92614
CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: David Giannotti, Esq.

(Please Type)
Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro

Address: 2121 Avenue of the Stars, 18th Floor

Los Angeles, CA 90067-5010

Tel. Number: (310) 282-6291

Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 Mary E. Raines July 24, 2000
4 SIGNATURE DATE

5 Mary E. Raines General Attorney
6 PRINTED NAME TITLE

7 Delta Air Lines, Inc. for itself
and as Successor by merger
8 to Western Air Lines, Inc. (404) 715-2705
DEFENDANT TELEPHONE NUMBER

9 Law Department 981
10 1030 Delta Boulevard (404) 715-2233
ADDRESS FACSIMILE NUMBER

11 Atlanta, Georgia 30320 mary.raines@delta-air.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: Mary E. Raines
(Please Type)
18 Law Department 981
19 Address: 1030 Delta Boulevard
20 Atlanta, Georgia 30320
21 Tel. Number: (404) 715-2705
22 Fax Number: (404) 715-2233

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 W E Holler 24 July 2000
4 SIGNATURE DATE

5 W. E. Holler Secretary
6 PRINTED NAME TITLE

7 The Deutsch Co. (310) 453-0055
8 DEFENDANT TELEPHONE NUMBER

9 2444 Wilshire Blvd., #600 (310) 453-6467
10 ADDRESS FACSIMILE NUMBER

11 Santa Monica, CA 90403
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: William E. Holler
(Please Type)

18
19 Address: 2444 Wilshire Boulevard, #600
Santa Monica, CA 90403

20
21 Tel. Number: (310) 453-0055

22 Fax Number: (310) 453-6467

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site. DV

Ronald F. Bantz
SIGNATURE

6-20-2000
DATE

Ronald F. Bantz
PRINTED NAME

Environmental Fellow, Manager Remediation Technology
TITLE

Douglas Oil Company of California and Conoco Inc.
DEFENDANT

281. 293. 1094
TELEPHONE NUMBER

P. O. Box 2197
ADDRESS

281. 293. 3305
FACSIMILE NUMBER

Houston, TX 77252-2197
CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title:

Catherine R. Abercrombie
(Please Type)

Address:

Project Manager
P. O. Box 2197
Houston, TX 77252-2197

Tel. Number:

281. 293. 1094

Fax Number:

281. 293. 3305

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

Douglas B Walker 7/19/00
SIGNATURE DATE

DOUGLAS B. WALKER PLANT MANAGER
PRINTED NAME TITLE

THE DOW CHEMICAL CO. AS SUCCESSOR IN INTEREST TO GENERAL LATEX & CHEMICAL CORP. (909) 987-6261
DEFENDANT TELEPHONE NUMBER

11266 JERSEY BLVD. (909) 987-5504
ADDRESS FACSIMILE NUMBER

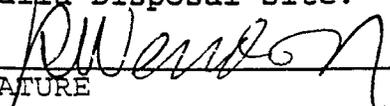
RANCHO CUCAMONGA, CA 91730 vultex @ earthlink.net
CITY, STATE, ZIP CODE E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: David Giannotti, Esq.
(Please Type) Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro
Address: 2121 Avenue of the Stars, 18th Floor
Los Angeles, CA 90067-5010
Tel. Number: (310) 282-6291
Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3  July 6, 2000
4 SIGNATURE DATE

5 Robert Wendoll Director of Environmental Affairs
6 PRINTED NAME TITLE

7 Dunn-Edwards Corporation 323/771-3330
8 DEFENDANT TELEPHONE NUMBER

9 4885 E. 52nd Place 323/771-4440
10 ADDRESS FACSIMILE NUMBER

11 Los Angeles, CA 90040 rwendoll@dunn-edwards.net
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: Robert Wendoll
(Please Type)

18 Dunn-Edwards Corporation

19 Address: 4885 East 52nd Place

20 Los Angeles, CA 90040

21 Tel. Number: 323/771-3330

22 Fax Number: 323/771-4440

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

[Signature] 7-5-2000
SIGNATURE DATE

David M. Cleary Senior Environmental Counsel
PRINTED NAME TITLE

EMERSON & CUMING, INC. 901-820-2039
DEFENDANT TELEPHONE NUMBER

6401 Poplar Avenue - Suite 301 901-820-2059
ADDRESS FACSIMILE NUMBER

Memphis, TN 38119 David.Cleary@grace.com
CITY, STATE, ZIP CODE E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: David M. Cleary, Senior Environmental Counsel
(Please Type)

W. R. Grace & Co.

Address: 6401 Poplar Avenue - Suite 301

Memphis, TN 38119

Tel. Number: 901-820-2039

Fax Number: 901-820-2059

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

3 Thomas M. Milton

TM

6-28-00

4 SIGNATURE

DATE

5 Thomas M. Milton

6 PRINTED NAME

MSR Superfund Response Group

7 TITLE

8 Exxon Mobil Corp*

9 DEFENDANT

703-846-6051

10 TELEPHONE NUMBER

11 3225 Gallows Rd

12 ADDRESS

703-846-5298

13 FACSIMILE NUMBER

14 Fairfax, Va 22037

15 CITY, STATE, ZIP CODE

16 E-MAIL ADDRESS

17 as successor in interest to ExxonU.S.A., Mobil Oil Co. and Superior Oil Co.

18 Agent Authorized to Accept Service and Future Notices on
19 Behalf of Above-signed Party:

20 Name and/or
21 Title:

David Giannotti, Esq.

(Please Type)

Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro

22 Address:

2121 Avenue of the Stars, 18th Floor

Los Angeles, CA 90067-5010

23 Tel. Number:

(310) 282-6291

24 Fax Number:

(310) 556-2920

00775

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 Michael Oehmler July 7, 2000
4 SIGNATURE DATE

5 J. Michael Oehmler Attorney
6 PRINTED NAME TITLE

7 Federal Express Corporation* (901) 395-5753
8 DEFENDANT TELEPHONE NUMBER

9 1980 Nonconnah Boulevard (901) 395-4925
10 ADDRESS FACSIMILE NUMBER

11 Memphis, TN 38132 jmoehmler@fedex.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

* as successor-in-interest to Flying Tigers, Inc.

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq.
17 (Please Type) Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapir
18
19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010
21 Tel. Number: (310) 282-6291
22 Fax Number: (310) 556-2920
23
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 Leonard D. Young Esq
4 SIGNATURE

7/21/00
DATE

5 LEONARD D. YOUNG
6 PRINTED NAME

Counsel for FERRO Corporation
TITLE

7 Ferro Corporation*
8 DEFENDANT

(216)479-8311
TELEPHONE NUMBER

9 Squire, Sanders & Dempsey
10 4900 Key Tower
ADDRESS

(216)479-8776
FACSIMILE NUMBER

11 127 Public Square
12 Cleveland, Ohio 44114
CITY, STATE, ZIP CODE

LYOUNG@SSD.COM
E-MAIL ADDRESS

13 * as successor in interest to
14 Productol Chemical CLN

15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: James M. Friedman, Esq.
(Please Type)

Benesch, Friedlander, Coplan & Aronoff

19 Address: 2300 BP Tower

Cleveland, Ohio 44114

21 Tel. Number: (216)363-4663

22 Fax Number: (216)363-4588

28 00777

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

TM

3 John W. Christy 7/6/00
4 SIGNATURE DATE

5 John W. Christy Assistant Secretary
6 PRINTED NAME TITLE

7 Fibreboard Corporation and its
8 parent Owens Corning Corp.
9 DEFENDANT TELEPHONE NUMBER

10 One Owens Corning Pkwy.
11 ADDRESS FACSIMILE NUMBER

12 Toledo, Ohio 43659
13 CITY, STATE, ZIP CODE E-MAIL ADDRESS

14
15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

16 Name and/or Title: David G. Schlaudecker
17 (Please Type)

18 Marshall & Melhorn

19 Address: Four SeaGate, 8th Floor

20 Toledo, OH 43604

21 Tel. Number: (419) 249-7112

22 Fax Number: (419) 249-7151

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

[Signature]
SIGNATURE

7/6/00
DATE

LAWRENCE E KING
PRINTED NAME

VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
TITLE

FLINT INK CORPORATION
DEFENDANT

734-622-6415
TELEPHONE NUMBER

2000 ARROWHEAD DRIVE
ADDRESS

734-622-6161
FACSIMILE NUMBER

ANN ARBOR MI 48105
CITY, STATE, ZIP CODE

LKING@FLINTINK.COM
E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title:	David Giannotti, Esq.
	<u>Christensen, ^(Please Type) Miller, Fink, Jacobs, Glaser, Weil & Shapiro</u>
Address:	<u>2121 Avenue of the Stars, 18th Floor</u>
	<u>Los Angeles, CA 90067-5010</u>
Tel. Number:	<u>(310) 282-6291</u>
Fax Number:	<u>(310) 556-2920</u>

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site?

4 *Alan S. Robinson*
SIGNATURE

June 23, 2000
DATE

5 ALAN S. ROBINSON
6 PRINTED NAME

SENIOR VICE PRESIDENT OF GENERAL COUNCIL
TITLE

7 THE FLINTKOTE COMPANY
8 DEFENDANT

(845) 735-0596
TELEPHONE NUMBER

9 1 BLUE HILL PLAZA, 3rd Floor
10 ADDRESS

(845) 735-0157
FACSIMILE NUMBER

11 PEARL RIVER, NY 10965-8588
12 CITY, STATE, ZIP CODE

S35qnn9@AOL.com
E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq.
17 (Please Type)
18 Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro
19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010
21 Tel. Number: (310) 282-6291
22 Fax Number: (310) 556-2920
23
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Kathryn S. Lamping
SIGNATURE

7-20-00
DATE

5 Kathryn S. Lamping
6 PRINTED NAME

ASSISTANT SECRETARY
TITLE

7 Ford Motor Company
8 DEFENDANT

313-594-0096
TELEPHONE NUMBER

9 3 Parklane Blvd., 1500 West
10 ADDRESS

313-390-3083
FACSIMILE NUMBER

11 Dearborn, MI 48126
12 CITY, STATE, ZIP CODE

emills@ford.com
E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: Elaine B. Mills
(Please Type)

18 Ford Motor Company

19 Address: 3 Parklane Blvd., 1500 West

20 Dear Dearborn, MI 48126

21 Tel. Number: 313-594-0096

22 Fax Number: 313-390-3083

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Scott D. Matchett 7/24/00
SIGNATURE DATE

5 Scott D. Matchett Senior Counsel, Environmental
PRINTED NAME TITLE

6 Fort James Corporation, successor-in-interest to
7 Crown Zellerbach with respect to Crown Zellerbach's
8 Sheila Street and Garfield Avenue Plants (804) 662-8797
DEFENDANT TELEPHONE NUMBER

9 6802 Paragon Place, Suite 400 (804) 662-8488
10 ADDRESS FACSIMILE NUMBER

11 Richmond, VA 23230 scott.matchett@fortjamesmail.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: David A. Giannotti, common counsel
(Please Type)

18 Christiansen, Miller, Fink,
19 Address: Jacobs, Glaser, Weil & Shapiro, LLP
20 2121 Avenue of the Stars, 18th Fl Los Angeles CA 90067

21 Tel. Number: (310) 282-6291

22 Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalja Disposal Site.

4 Michael Kinkley 6/30/00
SIGNATURE DATE

5 MICHAEL KINKLEY DIRECTOR, ENVIRONMENTAL REMEDIATION
6 PRINTED NAME TITLE

7 GATX TERMINALS CORPORATION 312-621-8041
8 DEFENDANT TELEPHONE NUMBER

9 500 W. MONROE ST. 312-621-8110
10 ADDRESS FACSIMILE NUMBER

11 CHICAGO, IL 60661-3678 MLKINKLEY@GATX.COM
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: LAURA J. CARROLL, ESQ
17 (Please Type)

18 TUTTLE & TAYLOR

19 Address: 355 S. GRAND AVE, 40th FLOOR
20 LOS ANGELES, CA 90071

21 Tel. Number: 213 683-0688

22 Fax Number: 213 683-0225

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Caspalia Disposal Site.

4 David F. Tanaka
SIGNATURE

July 21, 2000
DATE

5 David F. Tanaka
6 PRINTED NAME

Vice President and General Counsel
TITLE

7 Gaylord Container Corporation*
8 DEFENDANT

847-405-5531
TELEPHONE NUMBER

9 500 Lake Cook Road, Suite 400
10 ADDRESS

847-405-5586
FACSIMILE NUMBER

11 Deerfield, IL 60015
12 CITY, STATE, ZIP CODE

dftanaka@hq.gylrd.com
E-MAIL ADDRESS

13 * as successor in interest to the Baldwin Park Blvd. facility of Crown Zellerbach

14
15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

17 Name and/or
18 Title:

David F. Tanaka
(Please Type)

500 Lake Cook Road, Suite 400

19 Address:

Deerfield, IL 60015

20
21 Tel. Number:

847-405-5500

22 Fax Number:

847-405-5586

23
24
25
26
27
28
00784

SEVENTH CONSENT DECREE SIGNATURE PAGE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

DW Thompson
SIGNATURE

7/19/2000
DATE

David W. Thompson
PRINTED NAME

Manager, Mid-Atlantic / Southeast Region Environmental Remediation Progr
TITLE

General Electric Co.
DEFENDANT

(610) 992-7890
TELEPHONE NUMBER

640 Freedom Business Ctr.
ADDRESS

(610) 992-7898
FACSIMILE NUMBER

King of Prussia, PA 19406
CITY, STATE, ZIP CODE

Dave.Thompson@corporate.ge.com
E-MAIL ADDRESS..

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: DAVID W. THOMPSON
(Please Type)

Address: 640 Freedom Business Center
King of Prussia, PA 19406

Tel. Number: (610) 992-7890

Fax Number: (610) 992-7898

00785

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Don A. Schiemann
5 SIGNATURE

June 26, 2000
DATE

6 Don A. Schiemann
7 PRINTED NAME

Attorney
TITLE

8 General Motors Corporation
9 DEFENDANT MC 482-C24-D24
300 Renaissance Center
P.O. Box 300

(313) 665-4885
TELEPHONE NUMBER
(313) 665-4896

10 ADDRESS
11 Detroit, MI 48265-3000
12 CITY, STATE, ZIP CODE

FACSIMILE NUMBER
don.a.schiemann@gm.com
E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq. / Common Counsel

17 (Please Type)
Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapir

18
19 Address: 2121 Avenue of the Stars, 18th floor
20 Los Angeles, CA 90067-5010

21 Tel. Number: (310) 282-6291

22 Fax Number: (310) 556-2920
23
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Peter H. Smith
SIGNATURE

July 21, 2000
DATE

5 Peter H. Smith
6 PRINTED NAME

Senior Counsel, Environmental
TITLE

7 Georgia-Pacific Corporation
8 DEFENDANT

404-652-4088
TELEPHONE NUMBER

9 133 Peachtree Street, NE
10 ADDRESS

404-584-1461
FACSIMILE NUMBER

11 Atlanta, Georgia 30303
12 CITY, STATE, ZIP CODE

phsmith@gapac.com
E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title:

David Giannotti, Esq.

(Please type)

Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro

18
19 Address:

2121 Avenue of the Stars, 18th Floor

Los Angeles, CA 90067-5010

20
21 Tel. Number:

(310) 282-6291

22 Fax Number:

(310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4  July 19, 2000
SIGNATURE DATE

5 Thomas J. Puette Director Legal Services
6 PRINTED NAME TITLE

7 The Glidden Company (as successor to (216) 344-8399
8 DEFENDANT Grow Group, Inc.)* TELEPHONE NUMBER

9 925 Euclid Avenue, Suite 900 (216) 344-8935
10 ADDRESS FACSIMILE NUMBER

11 Cleveland, OH 44115 -----
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13 * as successor in interest to Ameritone Paint and Trewax Co.

14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: Stephen T. Swanson
17 (Please Type)
18 Walter, Finestone & Richter
19 Address: 11601 Wilshire Boulevard
20 Suite 1900
21 Tel. Number: Los Angeles, CA 90025
(310) 575-0800
22 Fax Number: (310) 575-0170

00788

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

Michael C. Veysey
SIGNATURE

June 19, 2000
DATE

MICHAEL C. VEYSEY
PRINTED NAME

Senior Vice President
TITLE

GOULD INC.
DEFENDANT

440-953-5170
TELEPHONE NUMBER

34929 CURTIS BLVD
ADDRESS

440-953-5120
FACSIMILE NUMBER

EASTLAKE, OHIO 44095
~~XXXXXXXXXXXXXXXXXXXX~~
CITY, STATE, ZIP CODE

MVEYSEY@GOULDELECTRONICS.COM
E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: MICHAEL C. VEYSEY
S.V.P. (Please Type)

GOULD ELECTRONICS INC.

Address: 34929 CURTIS BLVD

EASTLAKE, OHIO 44095

Tel. Number: 440-953-5170

Fax Number: 440-953-5120

00789

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4  July 5, 2000
SIGNATURE DATE

5 Marco W. Hellman Manager
6 PRINTED NAME TITLE

7 Hellman Properties LLC* (415) 788-5111
8 DEFENDANT TELEPHONE NUMBER

9 c/o Hellman & Friedman (415) 788-0176
10 One Maritime Plaza, Suite 1200 ADDRESS FACSIMILE NUMBER

11 San Francisco, CA 94111
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13 * as successor in interest to Hellman Estates Oil Co., Hellman Properties,
14 and Hellman Estates

15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

16 Name and/or Title: Heather N. Leal, Esq.
17 (Please Type)
18 Heller Ehrman White & McAuliffe LLP
Attorneys for Hellman Properties LLC
19 Address: 333 Bush Street
20 San Francisco, CA 94104-2878
21 Tel. Number: (415) 772-6000
22 Fax Number: (415) 772-6268

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 ~~Casmalia Disposal Site.~~

4 *Juliette Richter*
SIGNATURE

June 28, 2000
DATE

5 Juliette Richter
6 PRINTED NAME

Associate General Counsel and
7 TITLE Risk Manager

8 Henkel Corporation*
9 DEFENDANT

(610) 279-8202
10 TELEPHONE NUMBER

11 The Triad - Suite 200
12 2200 Renaissance Boulevard
13 ADDRESS

(610) 270-8193
14 FACSIMILE NUMBER

15 Gulph Mills, PA 19406
16 CITY, STATE, ZIP CODE

juliette.richter@henkel-americas.com
17 E-MAIL ADDRESS

18 *as successor-in-interest to Emery Chemicals

19 Agent Authorized to Accept Service and Future Notices on
20 Behalf of Above-signed Party:

21 Name and/or
22 Title:

Juliette Richter
(Please Type)

Associate General Counsel and Risk Manager

23 Address:

Henkel Corporation
The Triad - Suite 200
2200 Renaissance Boulevard
Gulph Mills, PA 19406

24 Tel. Number:

(610) 270-8133

25 Fax Number:

(610) 270-8193

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Eric Swartwood ^{ESB} 7/24/00
SIGNATURE DATE

5 Eric Swartwood Staff Vice President, Facilities
6 PRINTED NAME TITLE

7 The Hertz Corporation (201) 307-2000
8 DEFENDANT TELEPHONE NUMBER

9 225 Brae Boulevard (201) 307-2876
10 ADDRESS FACSIMILE NUMBER

11 Park Ridge, NJ 07656
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: Lesley A. Broomall
17 Senior Staff Counsel
(Please Type)

18 The Hertz Corporation

19 Address: 225 Brae Boulevard

20 Park Ridge, NJ 07656

21 Tel. Number: (201) 307-2740

22 Fax Number: (201) 307-2876

23
24
25
26
27
28
00792

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Patrick M. Ryan
SIGNATURE

June 15, 2000
DATE

5 Patrick M. Ryan
6 PRINTED NAME

General Counsel
TITLE

7 Hunt-Wesson, Inc.*
8 DEFENDANT

714 680-1019
TELEPHONE NUMBER

9 1645 West Valencia Drive
10 ADDRESS

714 ⁴⁴⁹~~588~~ 5103
FACSIMILE NUMBER

11 Fullerton, CA 92833-3899
12 CITY, STATE, ZIP CODE

pryan@hwfoods.com
E-MAIL ADDRESS

13 f/k/a Hunt Wesson Foods, Inc.

14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq.

17 (Please Type)
Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapir

18
19 Address: 2121 Avenue of the Stars, 18th Floor

20 Los Angeles, CA 90067-5010

21 Tel. Number: (310) 282-6291

22 Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 *Patricia Nachtigal*
SIGNATURE

June 27, 2000
DATE

5 Patricia Nachtigal
6 PRINTED NAME

Vice President & General Counsel
TITLE

7 Ingersoll-Rand *
8 DEFENDANT

(201) 573-0123
TELEPHONE NUMBER

9 200 Chestnut Ridge Road
10 ADDRESS

(201) 573-3448
FACSIMILE NUMBER

11 P.O. Box 8738
Woodcliff Lake, NJ 07675-8738
12 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

13 * for its subsidiary Proto Tool

14
15 **Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:**

16 Name and/or
17 Title: Aaron Kleinbaum, Assistant Company Counsel & Dir.
(Please Type) OF ENVIRONMENTAL Health & Safet

18
19 Address: 200 Chestnut Ridge Road
P.O. Box 8738
20 Woodcliff Lake, New Jersey 07675-8738

21 Tel. Number: (201) 573-3233

22 Fax Number: (201) 573-3448

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 SHouseholder 6/20/00
SIGNATURE DATE

5 Steven L. Householder Vice Pres. + General Counsel
6 PRINTED NAME TITLE

7 Inland Paperboard + Packaging, Inc.* 317. 879. 4211
8 DEFENDANT TELEPHONE NUMBER

9 4030 Vincennes Rd. 317. 879. 4234
10 ADDRESS FACSIMILE NUMBER

11 Indianapolis, IN 46268 SHOUSEH@ICCNET.COM
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13 * f/k/a Inland Container Corp

14
15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

17 Name and/or Title: David Giannotti, Esq. / Common Counsel
(Please Type)

18 Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro

19 Address: 2121 Avenue of the Stars, 18th Floor

20 Los Angeles, CA 90067-5010

21 Tel. Number: (310) 282-6291

22 Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

Ray Sandy Sutton
SIGNATURE

6-30-2000
DATE

Ray Sandy Sutton
PRINTED NAME

Vice President
TITLE

Interstate Brands Corporation
DEFENDANT

(816) 502-4227
TELEPHONE NUMBER

12 East Armour Blvd.
ADDRESS

(816) 502-4138
FACSIMILE NUMBER

Kansas City, MO 64111
CITY, STATE, ZIP CODE

kejones@kctera.net
E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: David E. Cranston, Esq.
(Please Type)

Greenberg Glusker, et al.

Address: 1900 Avenue of the Stars, Suite 2100
Los Angeles, CA 90067-4590

Tel. Number: 310 553-3610

Fax Number: 310 553-0687

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site

4 SIGNATURE

July 6, 2000
DATE

5 Craig A. Hunt
6 PRINTED NAME

Vice President, General Counsel and Secretary
TITLE

7 Jefferson Smurfit Corporation (U.S.)
8 f/k/a Container Corporation of America

312-580-4577
TELEPHONE NUMBER

9 150 North Michigan Avenue
10 ADDRESS

312-580-4625
FACSIMILE NUMBER

11 Chicago, IL 60601
12 CITY, STATE, ZIP CODE

chunt@smurfit.com
E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

17 Name and/or
18 Title:

Daniel M. Fitzgerald
(Please type)

Attorney for Jefferson Smurfit Corporation (U.S.)

19 Address:

401 Market Street, P.O. Box 130

Alton, IL 62002

21 Tel. Number:

618-463-7092 (direct), or 618-465-7745

22 Fax Number:

618-465-3744

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 *Kenneth W. Crouch*
SIGNATURE

6-23-00
DATE

5 Kenneth W. Crouch *WTJ*
PRINTED NAME

Senior Vice President
TITLE

6
7 Kerr-McGee Corporation *
DEFENDANT

(405) 270-2488
TELEPHONE NUMBER

8
9 123 Robert S. Kerr Ave.
ADDRESS

(405) 270-3348
FACSIMILE NUMBER

10
11 Oklahoma City, OK 73102
CITY, STATE, ZIP CODE

KCROUCH@KMG.COM
E-MAIL ADDRESS

12 * as successor in interest to Sun Oil
13 Co. and Oryx Energy (LLP)

14
15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

17 Name and/or
18 Title:

W. O. Green, III, Senior Counsel
(Please Type)

Kerr-McGee Corporation

19 Address:

123 Robert S. Kerr Ave.

Oklahoma City, OK 73102

20
21 Tel. Number:

(405) 270-2791

22 Fax Number:

(405) 270-2803

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 SIGNATURE

DATE

5 PRINTED NAME

TITLE

6 DEFENDANT

TELEPHONE NUMBER

7 ADDRESS

FACSIMILE NUMBER

8 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

9
10
11
12 Agent Authorized to Accept Service and Future Notices on
13 Behalf of Above-signed Party:

14
15 Name and/or
16 Title:

17 David Glanville, Esq.

18
19 Address:

20 Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapir

21 Tel. Number:

22 2121 Avenue of the Stars, 18th Floor

23 Fax Number:

24 Los Angeles, CA 90067-5010

25 (310) 282-6291

26 (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 *Irwin S. Field*
SIGNATURE

7/14/00
DATE

5 IRWIN S. FIELD
6 PRINTED NAME

PRESIDENT AND CEO
TITLE

7 LIBERTY VEGETABLE OIL COMPANY
8 DEFENDANT

(562) 921-3567
TELEPHONE NUMBER

9 15306 SOUTH CARMENITA ROAD
10 ADDRESS

(562) 802-3476
FACSIMILE NUMBER

11 SANTA FE SPRINGS, CA 90670
12 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: LEE HIBMA - OPERATIONS MANAGER
(Please Type)

18 LIBERTY VEGETABLE OIL COMPANY

19 Address: 15306 SOUTH CARMENITA ROAD

20 SANTA FE SPRINGS, CA 90670

21 Tel. Number: (562) 921-3567

22 Fax Number: (562) 802-3476

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
 2 the Operating Industries, Inc. (OII) Superfund Site and the
 3 Casmalia Disposal Site.

4	<u></u>	<u>July 20, 2000</u>
	SIGNATURE	DATE
5	<u>James H. O'Brien</u>	<u>Vice President,</u>
	PRINTED NAME	<u>Corporate Energy, Environment, Safety &</u>
6		<u>Health</u>
		TITLE
7	<u>See Below (*)</u>	<u>(303) 971-1206</u>
	DEFENDANT	TELEPHONE NUMBER
8		
9	<u>7921 Southpark Plaza, Suite 210</u>	<u>(303) 977-4805</u>
	<u>Littleton, CO 80120</u>	
10	ADDRESS	FACSIMILE NUMBER
11		
12	<u>CITY, STATE, ZIP CODE</u>	<u>E-MAIL ADDRESS</u>

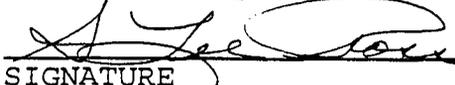
13
 14
 15 Agent Authorized to Accept Service and Future Notices on
 16 Behalf of Above-signed Party:

16	Name and/or	
17	Title:	<u>William A. Sullivan</u>
		(Please Type)
18		<u>Assistant General Counsel</u>
19	Address:	<u>310 N. Westlake Blvd., Suite 200</u>
20		<u>Westlake Village, CA 91362</u>
21	Tel. Number:	<u>(805) 381-1459</u>
22	Fax Number:	<u>(805) 381-1455</u>

23 *LOCKHEED MARTIN CORPORATION, for its predecessors,
 24 Lockheed Corporation and Martin Marietta Corporation,
 25 and their respective divisions, subsidiaries, affiliates,
 26 predecessors and successors, including for Lockheed
 27 Corporation its division Lockheed-California Company and
 its wholly-owned subsidiary Lockheed Air Terminal, Inc.
 28 and for Martin Marietta Corporation its subsidiaries Martin
 Marietta Technologies, Inc. and Martin Marietta Aluminum, Inc.
 but excluding Martin Marietta Carbon Inc.

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

3  7/7/00
4 SIGNATURE DATE

5 S. LEE ROSS CEO
6 PRINTED NAME TITLE

7 Long Beach Oil Development Company (818) 549-9993 EXT. 14
8 DEFENDANT TELEPHONE NUMBER

9 550 N. Brand Blvd., Suite 1960 (818) 549-0147
10 ADDRESS FACSIMILE NUMBER

11 Glendale, CA 91203
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: Laura J. Carroll, Esq.
(Please Type)

Tuttle & Taylor

19 Address: 355 S. Grand Ave., 40th Floor

Los Angeles, CA 90071

21 Tel. Number: (213) 683-0688

22 Fax Number: (213) 683-0225

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Ronald W. Stamm 6/28/00
SIGNATURE DATE

5 RONALD W. STAMM SENIOR DEPUTY COUNTY COUNSEL
6 PRINTED NAME TITLE
7 LOS ANGELES COUNTY
8 METROPOLITAN TRANSPORTATION AUTHORITY * 213-922-2525

9 DEFENDANT TELEPHONE NUMBER

10 ONE GATEWAY PLAZA 213-922-2530
ADDRESS FACSIMILE NUMBER

11 LOS ANGELES, CA 90012 stammr@mta.net
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13 * as successor-in-interest to Southern California RTD

14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: RONALD W. STAMM
(Please Type)

18 SENIOR DEPUTY COUNTY COUNSEL

19 Address: ONE GATEWAY PLAZA, 24TH FLOOR

20 LOS ANGELES, CA 90012

21 Tel. Number: 213-922-2525

22 Fax Number: 213-922-2530

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4  7-20-00
SIGNATURE DATE

5 Julie Xanders Vice President
6 PRINTED NAME TITLE

7 Los Angeles Times Communications LLC, as
8 Successor-in-interest to Los Angeles Times 213-237-2968

9 DEFENDANT TELEPHONE NUMBER

10 202 West First St. 213-237-3800
ADDRESS FACSIMILE NUMBER

11 Los Angeles, CA 90012 julie.xanders@latimes.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq.
17 (Please type)
18 Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro
19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010
21 Tel. Number: (310) 282-6291
22 Fax Number: (310) 556-2920
23
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 David L. Hirsch
SIGNATURE

June 19, 2000
DATE

5 DAVID L. HIRSCH
6 PRINTED NAME

Vice President
TITLE

7 MASCOTECH*
8 DEFENDANT

313-792-6525
TELEPHONE NUMBER

9 21001 VAN BORN RD
10 ADDRESS

313-792-6158
FACSIMILE NUMBER

11 Taylor, MI 90049
12 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

13 * as successor in interest to Grant
14 Oil Tools, Norris Industries and
Weiser Lock Company CW

15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16	Name and/or	David L. Hirsch
17	Title:	<u>(Please Type)</u>
18		<u>Vice President</u>
19	Address:	<u>21001 Van Born Rd</u>
20		<u>Taylor, MI 48180</u>
21	Tel. Number:	<u>(313) 792-6525</u>
22	Fax Number:	<u>(313) 792-6158</u>

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

3	<u>Steve Wood</u>	<u>July 20, 2000</u>
4	SIGNATURE	DATE
5	Steven H. Wood	V.P. Public Reporting and Internal Audit
6	PRINTED NAME	TITLE
7	Maytag Corporation *	641-787-8577
8	DEFENDANT	TELEPHONE NUMBER
9	403 W. 4th St. N.	641-787-8102
10	ADDRESS	FACSIMILE NUMBER
11	Newton, IA 50208	
12	CITY, STATE, ZIP CODE	E-MAIL ADDRESS

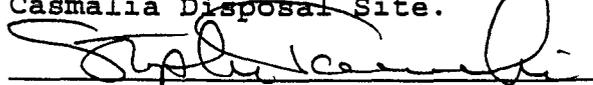
* as successor in interest to Gaffers and Sattler

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

16	Name and/or Title:	David Giannotti, Esq.
17		<small>(Please Type)</small>
18		Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro
19	Address:	2121 Avenue of the Stars, 18th Floor
20		Los Angeles, CA 90067-5010
21	Tel. Number:	(310) 282-6291
22	Fax Number:	(310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
 2 the Operating Industries, Inc. (OII) Superfund Site and the
 Casmalia Disposal Site.

3 
 4 SIGNATURE

6/23/00
 DATE

5 Stephen Tarawski
 6 PRINTED NAME

Assistant Counsel
 TITLE

7 Calgon Corp/Merck*
 8 DEFENDANT

908 423 1531
 TELEPHONE NUMBER

9 P.O. Box 100
 10 ADDRESS

908 423 1322
 FACSIMILE NUMBER

11 Whitehouse Station NJ
 12 CITY, STATE, ZIP CODE 08889

E-MAIL ADDRESS

13 * Merck & Co., Inc. as successor in
 14 interest to Calgon Corp. CW

15 Agent Authorized to Accept Service and Future Notices on
 16 Behalf of Above-signed Party:

16	Name and/or Title:	<u>David Giannotti, Esq.</u>
17		<u>(Please Type) Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro</u>
18		<u></u>
19	Address:	<u>2121 Avenue of the Stars, 18th Floor</u>
20		<u>Los Angeles, CA 90067-5010</u>
21	Tel. Number:	<u>(310) 282-6291</u>
22	Fax Number:	<u>(310) 556-2920</u>

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmahia Disposal Site.

3 Jo Anne B. Hennigan
4 SIGNATURE

July 21, 2000
DATE

5 Jo Anne B. Hennigan
6 PRINTED NAME

Corporate Counsel
TITLE

7 Michelin North America, Inc., as successor-
in-interest to the Uniroyal Goodrich Tire
Company *

(864) 458-5000
TELEPHONE NUMBER

8 DEFENDANT

9 One Parkway South
10 ADDRESS

(864) 458-6110
FACSIMILE NUMBER

11 Greenville, SC 29615
12 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

13 * as successor-in-interest to certain tire liabilities of Uniroyal, Inc.

14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: David A. Giannotti, Esq.

17 ^(Please Type)
Christensen, Miller, Fink, Jacobs,
18 Glaser, Weil & Shapiro, LLP

19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067

21 Tel. Number: (310) 553-3000

22 Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 *T. G. Trott*
SIGNATURE

7/6/00
DATE

5 Thomas G. Trott
6 PRINTED NAME

Vice President-Legal
TITLE

7 Mitchell Energy Corporation
8 DEFENDANT

713.377.5671
TELEPHONE NUMBER

9 2002 Timberloch Place
10 ADDRESS

713.377.7138
FACSIMILE NUMBER

11 The Woodlands, TX 77380
12 CITY, STATE, ZIP CODE

Thomas.Trott@mitchell-energy.com
E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: David Giannotti
(Please Type)

18 Christen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro

19 Address: 2121 Avenue of the Stars, 18th Floor

20 Los Angeles, CA 90067-5010

21 Tel. Number: (310) 282-6291

22 Fax Number: (310) 556-2920

23
24 **RECEIVED**

25 JUL - 5 2000

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 Ellen T. O'Brien July 6, 2000
4 SIGNATURE DATE

5 Ellen T. O'Brien Senior Vice President
6 PRINTED NAME TITLE

7 MRC Holdings, Inc. As Successor To 410-332-3839
8 DEFENDANT American Can Company TELEPHONE NUMBER

9 300 St. Paul Place 410-332-2947
10 ADDRESS FACSIMILE NUMBER

11 Baltimore, Maryland 21202 obriene@citi.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: Ellen T. O'Brien
(Please Type)

18
19 Address: 300 St. Paul Place
20 Baltimore, Maryland 21202

21 Tel. Number: 410-332-3839

22 Fax Number: 410-332-2947

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 SIGNATURE

DATE

5 PRINTED NAME

TITLE

6 DEFENDANT

TELEPHONE NUMBER

7 ADDRESS

FACSIMILE NUMBER

8 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

9 Agent Authorized to Accept Service and Future Notices on
10 Behalf of Above-signed Party:

11 Name and/or
12 Title:

David Giannotti, Esq.

13 ^(Please Type)
14 Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro

15 Address:

2121 Avenue of the Stars, 18th Floor

Los Angeles, CA 90067-5010

16 Tel. Number:

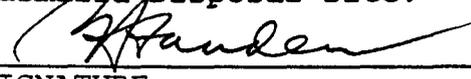
(310) 282-6291

17 Fax Number:

(310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalpa Disposal Site.

4 *unc* 
SIGNATURE

6/27/00
DATE

5 ROBERT H. SANDERS
6 PRINTED NAME

Vice President & Deputy General Counsel
TITLE

7 Carnation Company now known as
8 NESTLE USA, INC.
DEFENDANT

(818) 549-6726
TELEPHONE NUMBER

9 800 North Brand Boulevard - 20th Floor
10 ADDRESS

(818) 549-5840
FACSIMILE NUMBER

11 Glendale, CA 91203
12 CITY, STATE, ZIP CODE

robert.sanders@us.nestle.com
E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: Noelia Marti-Colon
(Please Type)

18 Senior Counsel

19 Address: 800 North Brand Boulevard - 20th Floor

20 Glendale, CA 91203

21 Tel. Number: (818) 549-5633

22 Fax Number: (818) 549-5840

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 *Marcus A. Martin* 7-6-00
SIGNATURE DATE

5 Marcus A. Martin Counsel
6 PRINTED NAME TITLE

7 NL Industries, Inc.* 303-442-3950
8 DEFENDANT TELEPHONE NUMBER

9 1630 30th St., Suite 598 303-442-3951
10 ADDRESS FACSIMILE NUMBER

11 Boulder, CO 80302 Marcus_a_martin@email.
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS msn.
com

13 f/k/a NL Metals

14
15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

16 Name and/or
17 Title: Marcus A. Martin
(Please Type)

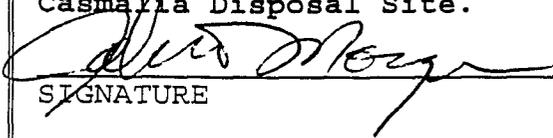
18
19 Address: 1630 30th St. Suite 598
20 Boulder, CO 80302

21 Tel. Number: 303-442-3950

22 Fax Number: 303-442-3951

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4  June 16, 2000
SIGNATURE DATE

5 John W. Morgan Executive Vice President - Operations
6 PRINTED NAME TITLE

7 Occidental Petroleum Corporation 310/ 208-8800
8 DEFENDANT TELEPHONE NUMBER

9 10889 Wilshire Boulevard 310/ 443-6331
10 ADDRESS FACSIMILE NUMBER

11 Los Angeles, CA 90024 john_morgan@oxy.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: Mr. Jody L. Johnson
17 (Please Type)

18 Occidental Petroleum Corporation

19 Address: 10889 Wilshire Boulevard

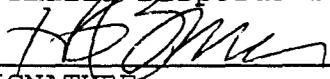
20 Los Angeles, CA 90024

21 Tel. Number: 310/ 443-6540

22 Fax Number: 310/ 443-6333

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
 2 the Operating Industries, Inc. (OII) Superfund Site and the
 3 Casmalia Disposal Site.

4  July 21, 2000
 5 SIGNATURE DATE

6 Howard G. Bruss Assistant Secretary
 7 PRINTED NAME TITLE

8 Owens-Illinois, Inc. (419) 247-8547
 9 DEFENDANT TELEPHONE NUMBER

10 One SeaGate - 25 LDP (419) 247-8555
 11 ADDRESS FACSIMILE NUMBER

12 Toledo, Ohio 43666 H.Bruss@Owens-Ill.com
 13 CITY, STATE, ZIP CODE E-MAIL ADDRESS

14
 15 Agent Authorized to Accept Service and Future Notices on
 16 Behalf of Above-signed Party:

17 Name and/or Title: David Giannotti, Esq.
 18 Christensen, ^(Please Type) Miller, Fink, Jacobs, Glaser, Weil & Shapiro
 19 Address: 2121 Avenue of the Stars, 18th Floor
 20 Los Angeles, CA 90067-5010
 21 Tel. Number: (310) 282-6291
 22 Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site

4 *Christopher H. Morgan*
SIGNATURE

June 28, 2000
DATE

5 *Christopher H. Morgan*
PRINTED NAME

Asst. General Counsel
TITLE

6 *Parker-Hannifin Corp.**
DEFENDANT

216 896-2943
TELEPHONE NUMBER

7 *6035 Parkland Blvd.*
ADDRESS

216 896 4027
FACSIMILE NUMBER

8 *Cleveland, Ohio 44124*
CITY, STATE, ZIP CODE

CMORGAN@PARKER.COM
E-MAIL ADDRESS

9 * on behalf of itself, Berteau Corp.
10 and Parker Seal *CS*

11 Agent Authorized to Accept Service and Future Notices on
12 Behalf of Above-signed Party:

13 Name and/or Title: *David Giannotti, Esq. / Common Counsel*
14 (Please Type)

15 *Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro*

16 Address: *2121 Avenue of the Stars, 18th Floor*

17 *Los Angeles, CA 90067-5010*

18 Tel. Number: *(310) 282-6291*

19 Fax Number: *(310) 556-2920*

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc (OII) Superfund Site and the
Casmalia Disposal Site.

3  July 24, 2000
4 SIGNATURE DATE

5 Sanjiv Gunasekara Vice President
6 PRINTED NAME TITLE

7 Pervo Paint Company 323-758-1147
8 DEFENDANT TELEPHONE NUMBER

9 6624 Standford Avenue
10 ADDRESS FACSIMILE NUMBER

11 Los Angeles, CA 90001
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: Scott L. Gilmore
17 [Please Type]
18 Hill, Farrer & Burrill LLP
19 Address: 300 South Grand Ave., 37th Floor
20 Los Angeles, CA 90071-3147
21 Tel. Number: 213-620-0460
22 Fax Number: 213-624-4840

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

David Cannon Jr
SIGNATURE

7/7/00
DATE

DAVID C. CANNON JR.
PRINTED NAME

VICE PRESIDENT, EHS
TITLE

PPG INDUSTRIES, INC.
DEFENDANT

412.434.3131
TELEPHONE NUMBER

ONE PPG PLACE
ADDRESS

412.434.4292
FACSIMILE NUMBER

PITTSBURGH PA 15272
CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: George E McInn
(Please Type)

Address: Schnader Hamilton Fogel + curis
Suite 2700, Fifth Avenue Place
Pittsburgh PA 15222-3010

Tel. Number: 412 577-5229

Fax Number: 412 765-3858

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
 2 the Operating Industries, Inc. (OII) Superfund Site and the
 Casmalia Disposal Site.

3 Lee Terry for PRUDENTIAL 7/24/00
 4 SIGNATURE OVERALL SUPPLY DATE

5 LEE TERRY DIRECTOR, ENVIRONMENTAL
 6 PRINTED NAME TITLE AFFAIRS

7 PRUDENTIAL OVERALL SUPPLY 949-250-4833
 8 ~~DEFENDANT~~ TELEPHONE NUMBER

9 1661 ALTON PARKWAY 949-261-1947
 10 ADDRESS FACSIMILE NUMBER

11 IRVINE, CA 92646 LEET@POS-CLEN.COM
 12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

15 Agent Authorized to Accept Service and Future Notices on
 Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq.
 17 (Please Type)
Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro
 18
 19 Address: 2121 Avenue of the Stars, 18th Floor
Los Angeles, CA 90067-5010
 20
 21 Tel. Number: (310) 282-6291
 22 Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

[Signature]
SIGNATURE

July 6, 2003
DATE

Kenneth Ippolito
PRINTED NAME

VP - Asst. General Counsel
TITLE

Revlon Consumer Products Corporation
DEFENDANT (formerly RLC Corporation*)

212 527-5647
TELEPHONE NUMBER

625 Madison Ave
ADDRESS

212-527-5668
FACSIMILE NUMBER

New York, NY 10022
CITY, STATE, ZIP CODE

Kenneth.Ippolito@Revlon.com
E-MAIL ADDRESS

*formerly Max Factor Company)

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: Kenneth Ippolito
(Please Type)

Revlon

Address: 625 Madison Avenue

New York NY 10022

Tel. Number: 212-527-5647

Fax Number: 212-527-5668

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Donna C. Dabney
SIGNATURE

June 28, 2000
DATE

5 Donna C. Dabney
6 PRINTED NAME

Secretary and Assistant General Counsel
TITLE

7 Reynolds Metals Company
8 DEFENDANT

(804) 281-4753
TELEPHONE NUMBER

9 6601 West Broad Street,
10 ADDRESS

(804) 281-3740
FACSIMILE NUMBER

11 Richmond, VA 23261-7003
12 CITY, STATE, ZIP CODE

jemckinn@rmc.com
E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq.
17 (Please Type)
Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro

18
19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010

21 Tel. Number: (310) 282-6291

22 Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 George D. Johnson 7/18/00
4 SIGNATURE DATE

5 George D. Johnson Director, Environmental Affairs
6 PRINTED NAME TITLE

7 Sara Lee Corporation* (312) 558-8362
8 DEFENDANT TELEPHONE NUMBER

9 3 First National Plaza (312) 558-8687
10 ADDRESS FACSIMILE NUMBER

11 Chicago, IL 60602 gdjohnson@saralee.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13 * for Shasta Beverages, Inc.,
predecessor to SLC Beverages Inc.
CIN

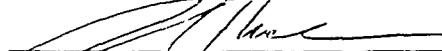
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq.
17 (Please Type)
18 Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro
19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010
21 Tel. Number: (310) 282-6291
22 Fax Number: (310) 556-2920
23
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.


SIGNATURE

July 25, 2000
DATE

George E. Kuehn
PRINTED NAME

Vice President/General Counsel
TITLE

SBC Holdings, Inc. successor to Joseph Schlitz Brewing Co.
DEFENDANT

313 225 7000
TELEPHONE NUMBER

1 River Place
ADDRESS

313 225 7080
FACSIMILE NUMBER

Detroit, MI 48207
CITY, STATE, ZIP CODE

Kuehn@butzel.com
E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title:	Leonard F. Charla, Butzel Long <small>(Please Type)</small> Attorney For SBC Holdings, Inc.
Address:	Suite 900 150 W Jefferson Avenue
Tel. Number:	Detroit MI 48202 313 225 7016
Fax Number:	313 225 7080

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Frank R. Fossati
5 SIGNATURE

6-29-2000
DATE

6 Frank R. Fossati
7 PRINTED NAME

Remediation Manager
TITLE

8 Shell Oil Company
9 DEFENDANT

949-699-0386
TELEPHONE NUMBER

10 23591 El Toro Rd, #150
11 ADDRESS

949-699-0388
FACSIMILE NUMBER

12 Lake Forest, CA. 92630 - 0219
13 CITY, STATE, ZIP CODE

frfossati@shellus.com
E-MAIL ADDRESS

14
15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

17 Name and/or Title: CT Corporation
(Please Type)

18
19 Address: Los Angeles, Calif.

20
21 Tel. Number: _____

22
23 Fax Number: _____

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Stephen E. Pickett
SIGNATURE

10-29-00
DATE

5 Stephen E. Pickett
6 PRINTED NAME

Vice President & General Counsel
TITLE

7 Southern California Edison
8 DEFENDANT

(626) 302-1903
TELEPHONE NUMBER

9 8631 Rush Street, Fourth Floor
10 ADDRESS

(626) 302-2783
FACSIMILE NUMBER

11 Rosemead, CA 91770
12 CITY, STATE, ZIP CODE

picketse@sce.com
E-MAIL ADDRESS

13
14
15 **Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:**

16 Name and/or Title: David Giannotti, Esq.
17 Christensen, ^(Please Type) Miller, Fink, Jacobs, Glaser, Weil & Shapi

18
19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010

21 Tel. Number: (310) 282-6291

22 Fax Number: (310) 556-2920
23
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site

4 [Signature] July 6, 2000
SIGNATURE DATE

5 Craig A. Hunt Vice President, General Counsel and Secretary
6 PRINTED NAME TITLE

7 Stone Container Corporation, successor
8 in interest to Southwest Forest Industries, Inc. 312-580-4577
DEFENDANT TELEPHONE NUMBER

9 150 North Michigan Avenue 312-580-4625
10 ADDRESS FACSIMILE NUMBER

11 Chicago, IL 60601 chunt@smurfit.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: Daniel M. Fitzgerald
(Please Type)

18 Attorney for Stone Container Corporation

19 Address: 401 Market Street, P.O. Box 130

20 Alton, IL 62002

21 Tel. Number: 618-463-7092 (direct), or 618-465-7745

22 Fax Number: 618-465-3744

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
 2 the Operating Industries, Inc. (OII) Superfund Site and the
 3 Casmalia Disposal Site.

3	<u><i>Ornstein</i></u>	<u>7 / 7 / 00</u>
4	SIGNATURE	DATE
5	<u>R. Jeffrey Ornstein</u>	<u>Vice President and CFO</u>
6	PRINTED NAME	TITLE
7	<u>Superior Industries International, Inc. (818) 902-2700</u>	
8	DEFENDANT	TELEPHONE NUMBER
9	<u>7800 Woodley Avenue</u>	<u>(818) 780-3500</u>
10	ADDRESS	FACSIMILE NUMBER
11	<u>Van Nuys, CA 91406-1788</u>	
12	CITY, STATE, ZIP CODE	E-MAIL ADDRESS

13
 14
 15 **Agent Authorized to Accept Service and Future Notices on
 Behalf of Above-signed Party:**

16	Name and/or	<u>David Giannotti, Esq.</u>
17	Title:	<u>Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapir</u>
18		
19	Address:	<u>2121 Avenue of the Stars, 18th Floor</u>
20		<u>Los Angeles, CA 90067-5010</u>
21	Tel. Number:	<u>(310) 282-6291</u>
22	Fax Number:	<u>(310) 556-2920</u>

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 Roger K Hadley
4 SIGNATURE

6-19-00
DATE

5 Roger K Hadley
6 PRINTED NAME

Manager EPMS
TITLE

7 Texaco Inc
8 DEFENDANT

713-752-3162
TELEPHONE NUMBER

9 P.O. Box 1404
10 ADDRESS

713-752-4684
FACSIMILE NUMBER

11 Houston, TX 77251
12 CITY, STATE, ZIP CODE

hadlenk@texaco.com
E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title:

Gordon Turf

(Please Type)

18
19 Address:

2255 N. Ontario

Burbank, CA 91504

20
21 Tel. Number:

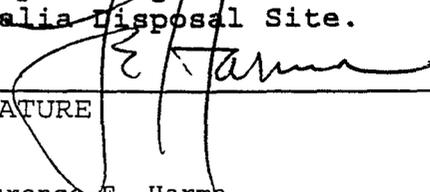
818-736-5541

22 Fax Number:

818-736-5559

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 
4 SIGNATURE

June 19, 2000
DATE

5 Laurence E. Harma
6 PRINTED NAME

Executive Vice President / CFO
TITLE

7 Thermal Engineering Int'l (USA) Inc.*
8 DEFENDANT

(323) 838-1118
TELEPHONE NUMBER

9 5701 S. Eastern Ave. #300
10 ADDRESS

(323) 726-0640
FACSIMILE NUMBER

11 Los Angeles, CA 90040
12 CITY, STATE, ZIP CODE

L-HARMA@THERMALENGINT.COM
E-MAIL ADDRESS

* f/k/a Southwestern Engineering
Company CW

15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: SAME AS ABOVE
(Please Type)

19 Address: _____

21 Tel. Number: _____

22 Fax Number: _____

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

Fred C Boepple
SIGNATURE

7/19/2000
DATE

Fred C. Boepple
PRINTED NAME

Vice President
TITLE

THUMS LONG BEACH COMPANY
DEFENDANT

(562) 624-3400
TELEPHONE NUMBER

111 W. Ocean Blvd, Suite 800
ADDRESS

(562) 624-3299
FACSIMILE NUMBER

Long Beach, CA 92802
CITY, STATE, ZIP CODE

fred-boepple@oxy.com
E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: BARBARA ZIMMERMANN
(Please Type)

Address: MANAGING COUNSEL
111 W. OCEAN AVE, SUITE 800
LONG BEACH, CA 90801

Tel. Number: 562-624-3302

Fax Number: 562-624-3299

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 SIGNATURE

DATE

5 Crane Kenney
6 PRINTED NAME

Senior Vice President
TITLE

7 Tribune Company, as successor-in-interest
8 to Times Mirror Press (a dissolved Corporation)

9 DEFENDANT

TELEPHONE NUMBER

10 435 North Michigan Avenue Suite 600
ADDRESS

FACSIMILE NUMBER

11 Chicago, IL 60611-4001
12 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title:

David Giannotti, Esq.

18 Christensen, Miller, Fink, Jacobs,
19 Glaser, Weil & Shapiro

20 Address:

21 2121 Avenue of the Stars, 18th Floor

22 Los Angeles, CA 90067-5010

23 Tel. Number:

(310) 282-6291

24 Fax Number:

(310) 556-2920

25
26
27
28
00837

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 David B. Goldston June 26, 2000
SIGNATURE DATE

5 David B. Goldston Assistant Secretary
6 PRINTED NAME TITLE

7 TRW Inc. 216.291.7000
8 DEFENDANT TELEPHONE NUMBER

9 1900 Richmond Road 216.291.7874
10 ADDRESS FACSIMILE NUMBER

11 Cleveland, OH 44124 David. Goldston@TRW.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: Robert M. Walter, Senior Counsel, Environment
17 (Please Type)
18 TRW Inc.
19 Address: 1900 Richmond Road
20 Cleveland, OH 44124
21 Tel. Number: 216.291.7477
22 Fax Number: 216.291.7874

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 *Michael L. Cook* July 12, 2000
SIGNATURE DATE

5 Michael L. Cook Staff Supervisor
6 PRINTED NAME TITLE

7 Union Pacific Resources Company* (817) 321-7008
8 DEFENDANT TELEPHONE NUMBER

9 P. O. Box 7 (817) 321-6316
10 ADDRESS FACSIMILE NUMBER

11 Fort Worth, TX 76101-0007 MikeCook@upr.com
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13 * as successor in interest to Champlin Petroleum Co.
14

15 Agent Authorized to Accept Service and Future Notices on
16 Behalf of Above-signed Party:

17 Name and/or Title: David Giannotti, Esq.
18 (Please Type)
Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro

19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010

21 Tel. Number: (310) 282-6291

22 Fax Number: (310) 556-2920
23
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Linda K DiSantis
SIGNATURE

7/20/00
DATE

5 Linda K. DiSantis
PRINTED NAME

Vice President
TITLE

7 United Parcel Service, Inc.
DEFENDANT

(404) 828-7023
TELEPHONE NUMBER

9 55 Glenlake Parkway, NE
ADDRESS

(404) 828-6912
FACSIMILE NUMBER

11 Atlanta GA 30328
CITY, STATE, ZIP CODE

ldisantis@ups.com
E-MAIL ADDRESS

15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: Michelle Riesz, Paralegal
(Please Type)

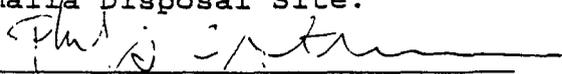
18 United Parcel Service, Inc.
19 Address: Legal Department
55 Glenlake Parkway, N.E.
20 Atlanta, GA 30328

21 Tel. Number: (404) 828-4602

22 Fax Number: (404) 828-6912

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
 2 the Operating Industries, Inc. (OII) Superfund Site and the
 3 Casmalia Disposal Site.

4  6/19/00
 SIGNATURE DATE
 5 **Philip C. Stern** **Manager, Western Division Assets**
 PRINTED NAME **Asset Management Group**
 6 TITLE
 7 **(714) 577-1693**
 DEFENDANT TELEPHONE NUMBER
 8 **Unocal Corporation ***
376 South Valencia Avenue
 9 **Brea, CA 92823**
 ADDRESS **(714) 577-1281**
 FACSIMILE NUMBER
 10 **PCStern@unocal.com**
 CITY, STATE, ZIP CODE E-MAIL ADDRESS
 11
 12

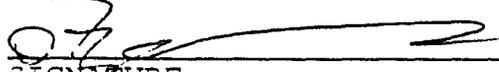
13 * Unocal on behalf of Union Oil
 14 Company of California and Collier
 Carbon & Chemical Company *CLC*

15 Agent Authorized to Accept Service and Future Notices on
 16 Behalf of Above-signed Party:

17 Name and/or Title: David Giannotti, Esq. / Common Counsel
 (Please Type)
 18 Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro
 19 Address: 2121 Avenue of the Stars, 18th Floor
 20 Los Angeles, CA 90067-5010
 21 Tel. Number: (310) 282-6291
 22 Fax Number: (310) 556-2920
 23
 24
 25
 26
 27
 28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 
4 SIGNATURE

July 9, 2000
DATE

5 SAM FUKAZAWA
6 PRINTED NAME

Vice-President
TITLE

7 VEST, INC. (Formerly known as
8 DEFENDANT Bernard Epps & Co.)

(323) 581-8823
TELEPHONE NUMBER

9 6023 Alcoa Avenue
10 ADDRESS

(323) 581-3465
FACSIMILE NUMBER

11 Los Angeles, California 90058
12 CITY, STATE, ZIP CODE

Not Applicable
E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: DAVID A. RUBIN, ESQ.
17 (Rubin & Rahe, A Prof. Corp.)
(Please Type)

18 Attorneys for Vest, Inc.

19 Address: 315 So. Beverly Drive, Penthouse
20 Beverly Hills, California 90212

21 Tel. Number: (310) 553-0990

22 Fax Number: (310) 553-3312
23
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3 Michael T. Sweeney
4 SIGNATURE

July 7, 2000
DATE

5 Michael T. Sweeney
6 PRINTED NAME
7 Viacom Inc. (successor by merger to
CBS Corp.) for Seven-Up Bottling of LA

Assistant Secretary
TITLE

8 DEFENDANT

412-642-3343
TELEPHONE NUMBER

9 11 Stanwix Street
10 ADDRESS

412-642-5730
FACSIMILE NUMBER

11 Pittsburgh, PA 15222
12 CITY, STATE, ZIP CODE

MTSweeney@cbs.com
E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq.

17 (Please Type)
Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapir

18
19 Address: 2121 Avenue of the Stars, 18th Floor

Los Angeles, CA 90067-5010

21 Tel. Number: (310) 282-6291

22 Fax Number: (310) 556-2920

23
24
25
26
27
28
00844

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

Steven D. Richtel
SIGNATURE

07/22/00
DATE

Steven D. Richtel
PRINTED NAME

Director, Closed Sites
TITLE

Waste Management as successor in interest to Oil & Solvent Process Co.
DEFENDANT

(303) 914-1454
TELEPHONE NUMBER

3900 S. Wadsworth Blvd., Suite 620
ADDRESS

(303) 914-9927
FACSIMILE NUMBER

Lakewood, Colorado 80226
CITY, STATE, ZIP CODE

srichtel@wm.com
E-MAIL ADDRESS

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: SAME AS ABOVE
(Please Type)

Address: _____

Tel. Number: _____

Fax Number: _____

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmaia Disposal Site.

4 John B. Morgan
SIGNATURE

10 July 2000
DATE

5 JOHN B. MORGAN

Company Secretary
TITLE

6 PRINTED NAME
Waterford Wedgwood USA for its
7 now-dissolved subsidiary,
Franciscan Ceramics, Inc.

011-353-1-478-1855
TELEPHONE NUMBER

8 DEFENDANT

9 1/2 Upper Hatch Street
ADDRESS

011-353-1-478-4863
FACSIMILE NUMBER

10
11 Dublin 2, Ireland
12 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: David Giannotti, Esq.
17 (Please Type)
18 Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro
19 Address: 2121 Avenue of the Stars, 18th Floor
20 Los Angeles, CA 90067-5010
21 Tel. Number: (310) 282-6291
22 Fax Number: (310) 556-2920

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Charles A. Hess
SIGNATURE

6-28-00
DATE

5 Charles A. Hess
6 PRINTED NAME

Mgr., Environment & Technology
TITLE

7 Willamette Industries, Inc. *
8 DEFENDANT

(503) 227-5581
TELEPHONE NUMBER

9 1300 SW. 5th Ave Suite 3800
10 ADDRESS

(502) 226-8567
FACSIMILE NUMBER

11 Portland, OR 97201
12 CITY, STATE, ZIP CODE

Chess@wii.com
E-MAIL ADDRESS

13 * as successor-in-interest to Western Kraft Corp.

14
15 **Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:**

16 Name and/or
17 Title:

SAME AS ABOVE

(Please Type)

18
19 Address:

20
21 Tel. Number:

22 Fax Number:
23
24
25
26
27
28

00847

SEVENTH CONSENT DECREE SIGNATURE PAGE

THE UNDERSIGNED PARTY enters into this Consent Decree relating to the Operating Industries, Inc. (OII) Superfund Site and the Casmalia Disposal Site.

SIGNATURE Jack C. Azar DATE 6/29/2000

PRINTED NAME Jack C. Azar TITLE Vice President, Environment, Health & Safety

DEFENDANT Xerox Corporation TELEPHONE NUMBER 716-422-9266

ADDRESS 800 Phillips Road FACSIMILE NUMBER 716-422-2837
0105-70C

CITY, STATE, ZIP CODE Webster, NY 14580 E-MAIL ADDRESS Jack.Azar@usa.xerox.com

Agent Authorized to Accept Service and Future Notices on Behalf of Above-signed Party:

Name and/or Title: Karl Eckweiler
(Please Type)
Counsel, Environment, Health & Safety
Address: 800 Long Ridge Road, PO Box 1600
Stamford, CT 06904
Tel. Number: 203-968-3814
Fax Number: 203-968-3446

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
Casmalia Disposal Site.

3  June 20, 2000
4 SIGNATURE DATE

5 Robert C. Davidson, Jr. CEO
6 PRINTED NAME TITLE

7 Zolatone Process, Inc. (former subsidiary
of and now merged into
Surface Protection Industries, Inc.) 323/265-9999
8 DEFENDANT TELEPHONE NUMBER

9 3411 E. 15th Street 323/265-9996
10 ADDRESS FACSIMILE NUMBER

11 Los Angeles, CA 90023
12 CITY, STATE, ZIP CODE E-MAIL ADDRESS

13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or
17 Title: SAME AS ABOVE
(Please Type)

18
19 Address:

20
21 Tel. Number:

22 Fax Number:
23
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site.

4 Douglas H. Barr
SIGNATURE

June 26, 2000
DATE

5 DOUGLAS H. BARR
PRINTED NAME

PRESIDENT / CEO.
TITLE

6 GOODWILL INDUSTRIES OF
7 SOUTHERN CALIFORNIA, INC
DEFENDANT

323.223.1211 X 250
TELEPHONE NUMBER

8 342 SAN FERNANDO Rd
ADDRESS

323.343.9927
FACSIMILE NUMBER

9 LOS ANGELES, CA 90031
CITY, STATE, ZIP CODE

DBARR@LAGOODWILL.ORG
E-MAIL ADDRESS

10
11
12
13
14
15 Agent Authorized to Accept Service and Future Notices on
Behalf of Above-signed Party:

16 Name and/or Title: FORREST CALLAHAN - VP, FINANCE
17 (Please Type)

18
19 Address: 342 SAN FERNANDO Rd
LOS ANGELES, CA 90031

20
21 Tel. Number: 323.223.1211 X 126

22 Fax Number: 323.343.9927
23
24
25
26
27
28

SEVENTH CONSENT DECREE SIGNATURE PAGE

1 THE UNDERSIGNED PARTY enters into this Consent Decree relating to
2 the Operating Industries, Inc. (OII) Superfund Site and the
3 Casmalia Disposal Site,

4 *James C. Towne*
5 SIGNATURE

8/10/2000
DATE

6 James C. Towne

Chairman

7 PRINTED NAME

TITLE

8 Greenfield Monterey Park, LLC

(425) 576-5139

9 DEFENDANT

TELEPHONE NUMBER

10 204 Central Way

(425) 869-6474

11 ADDRESS

FACSIMILE NUMBER

12 Kirkland, WA 98033

gb@greenfield-intl.com

13 CITY, STATE, ZIP CODE

E-MAIL ADDRESS

14

15

16

Agent Authorized to Accept Service and Future Notices on
17 Behalf of Above-signed Party:

18

19

Name and/or Title: James C. Towne, Chairman
(Please Type)

20

21

Address: 204 Central Way

22

Kirkland, WA 98033

23

24

Tel. Number: (425) 885-2897

25

Fax Number: (425) 869-6474

26

27

28