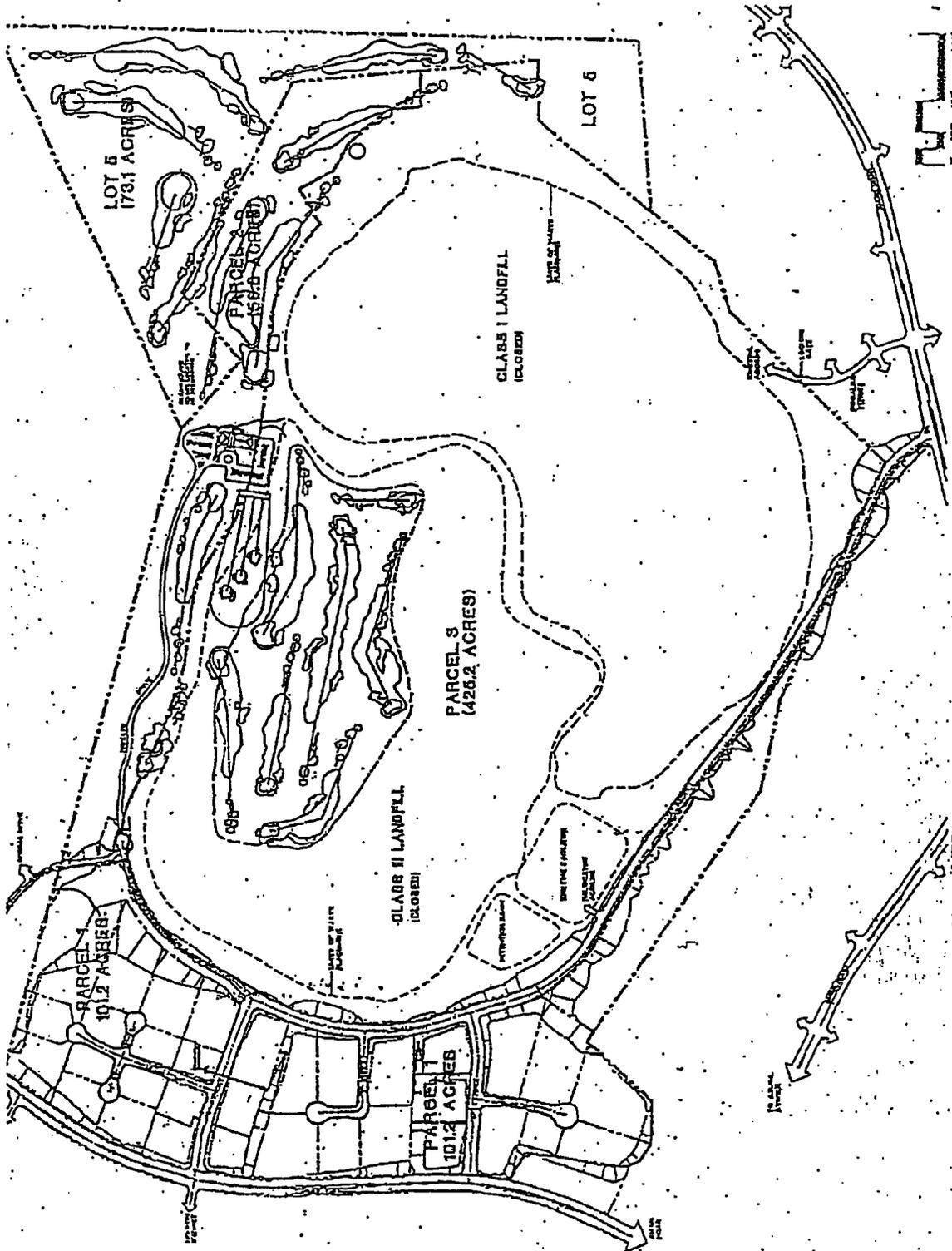


# EXHIBIT A-1

## Map of BKK Facility and Surrounding Area



## **EXHIBIT A-2**

### **LEGAL DESCRIPTION OF THE FACILITY**

The Facility consists of 583 acres and can be described by the Government Survey Method as: that portion of Rancho La Puente in the City of West Covina, County of Los Angeles known as Lot 3, as shown on a record of survey recorded in Book 85, pages 10 through 12 inclusive, on file in the Office of the County Recorder in said county.

**EXHIBIT B**

**RIGHT TO ENTER AGREEMENT**

## RIGHT TO ENTER AGREEMENT

The BKK Corporation, a California Corporation ("BKK"), hereby enters into this Right to Enter Agreement ("Agreement") with the State of California, Department of Toxic Substances Control ("DTSC"). This Agreement provides DTSC with the right to enter and use the real property located at 2210 Azusa Avenue, City of West Covina, County of Los Angeles, State of California ("Property"), known as Parcel 3 of Parcel Map No. 24585, as filed with the Los Angeles County Recorder's Office on May 29, 2001, as per map filed in Book 301, pages 61 through 68 inclusive of Parcel Maps, in the Office of the County Recorder of said County. Parcel 3 is shown in Attachment A, a map attached hereto and incorporated into this Agreement. The Property is owned by BKK, a California corporation. The Property is the site of a Class I landfill, Class III landfill, and associated facilities, including a leachate treatment plant (LTP).

WHEREAS, DTSC desires access to the Property in order to conduct an emergency response action as authorized under sections 25354, 25355.5(b)(3), and 25358.3(a) of the California Health and Safety Code, and

WHEREAS, BKK is willing to grant DTSC and its authorized representatives access to the Property for such purposes upon all of the terms and conditions therein;

NOW THEREFORE, the parties agree as follows:

1. Permission to Enter. BKK grants to DTSC, its officers, employees, agents, contractors, and all other persons authorized by DTSC, permission to enter and use the Property for the limited purpose described in Paragraph 2..

2. Purpose of Entry. The sole purpose of the right of entry granted under this Agreement is for DTSC, or authorized persons acting on its behalf, to conduct an emergency response action required to continue essential post-closure/operation and maintenance activities associated with maintaining the Class I and Class III landfills and related facilities, including the leachate treatment plant (LTP).

3. Conditions to Entry: The foregoing right of entry is subject to each of the following conditions:

A. DTSC shall make every reasonable effort to minimize any interference with the BKK Corporation activities being conducted at the Property that are not related to DTSC's emergency response activities and landfill post-closure work, which includes operation of the LTP.

B. DTSC shall maintain in a reasonably neat and clean

condition at all times both the areas of the Property in the vicinity of the emergency response action and all other areas of the Property utilized in connection with the emergency response activities.

C. Following the conclusion of the emergency response activities, DTSC shall remove from the Property all equipment, tools, supplies, and materials, including an onsite office/mobile home used in connection with such activities.

D. DTSC shall provide BKK with forty-eight hour (telephone) notice of its intent to enter upon the Property and conduct emergency response activities pursuant to this agreement.

E. Persons entering the Property for the purposes set forth herein may be asked by employees or authorized representatives of BKK to produce appropriate identification and may be excluded from the Property if they fail to do so.

4. Insurance. DTSC shall cause or require its contractors to maintain, in full force and effect the following minimum insurance:

(i) Workers compensation and employer liability coverage as required by statutes;

(ii) Commercial general liability coverage (including bodily injury and property damage) in an amount not less than \$1 million;

(iii) Automobile liability coverage (including bodily injury and property damage) in an amount of not less than \$ 1 million;

(iv) Professional liability coverage in an amount not less than \$1 million; and

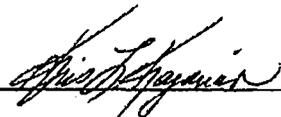
(v) Contractor's pollution liability coverage in an amount not less than \$ 1 million.

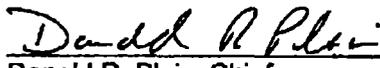
5. Term. The Right provided by this Agreement shall terminate on June 30, 2006, unless extended in writing.

6. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties.

7. Authority. Each person executing this Agreement on behalf of a party represents and warrants that he or she is authorized to execute this Agreement on behalf of such party and to bind such party by its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

  
\_\_\_\_\_  
Date: 11/4/04  
Typed or Printed Name: KRIS L. KAZARIAN  
Typed or Printed Title: TREASURER  
On behalf of BKK Corporation

  
\_\_\_\_\_  
Date: 11/4/04  
Donald R. Plain, Chief  
Emergency Response and Special Projects Branch  
Department of Toxic Substances Control

# Attachment A

BKN Corporation  
June 30, 2004

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Figure 2 inserted here: Map showing boundaries of the three parcels

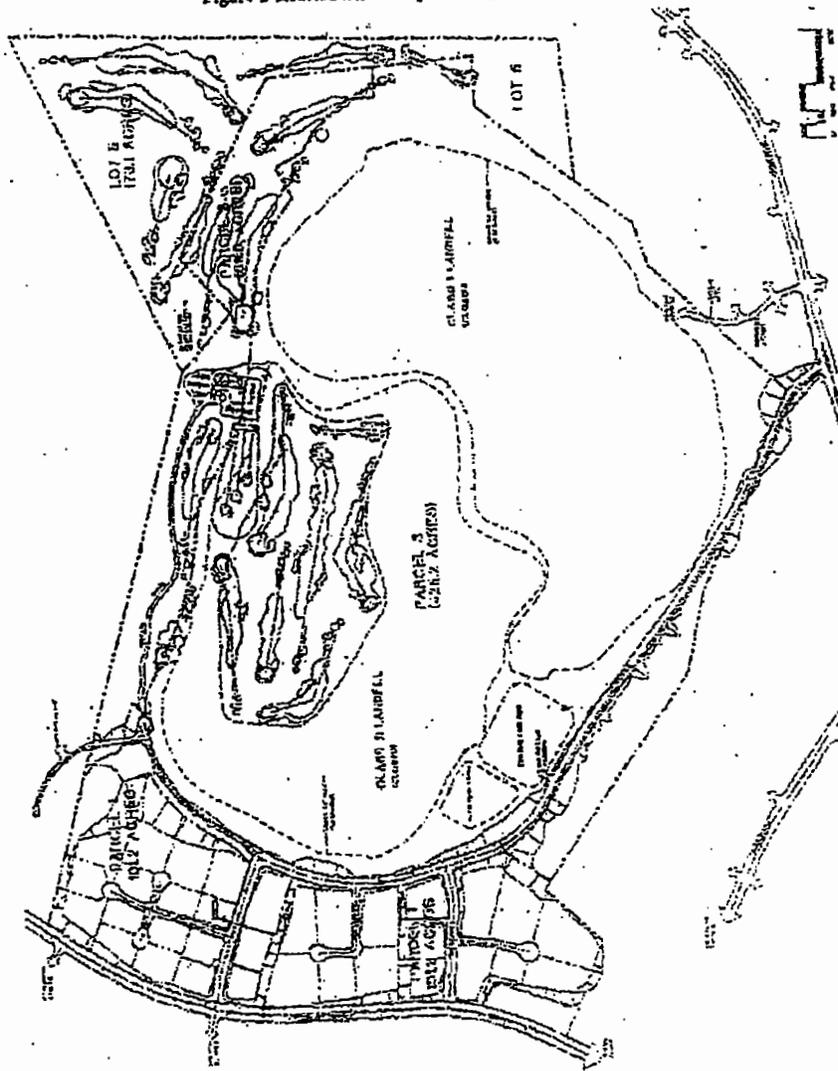


Figure 2 - Map Showing Boundaries of the Three Parcels

## EXHIBIT C

### ESSENTIAL ACTIVITIES

The following Facility operations shall be performed in order to protect human health and the environment and avoid damage to the Facility due to operational lapses.

#### 1. Class I and Class III Landfill - Gas Collection and Migration Control System

- a) Operate, monitor, and maintain the perimeter and interior gas extraction system, including blowers.
- b) Monitor the landfill gas perimeter probes to evaluate gas conditions.
- c) Operate and maintain gas condensate collection systems.

These systems shall be operated continuously and shall be operated consistent with the June 20, 2000, SCAQMD Rule 1150.1 Compliance Plan and any subsequent revisions thereto, the Stipulated Permanent Injunction approved on or about October 28, 1988 (Case No. C507317), the RCRA 3008(h) Orders (Docket Nos. RCRA 09-89-0019 and 09-2000-0003), the Operation Plan for the Class I landfill, applicable provisions of the DTSC final Post-closure Permit issued on June 30, 2004, and the California Code of Regulations, title 22.

#### 2. Landfill Gas Combustion System

These systems include the onsite Landfill Gas Flare Stations 1 and 2. These systems use flares to burn low BTU value landfill gas (usually from the perimeter gas collection system) and off-gases from the onsite Leachate Treatment Plant (LTP). There are a total of 10 flares, but only five are typically used. Use of flares must be balanced with demand from the cogeneration plant. Actions shall include operation, monitoring, and maintenance of the flare stations and gas lines.

These systems shall be operated continuously. If the energy recovery systems cease to operate, all collected gases shall be burned at the flare stations. Monitoring and maintenance of this system shall be consistent with the applicable SCAQMD permits, the June 20, 2000, SCAQMD Rule 1150.1 Compliance Plan and any subsequent revisions thereto; the Operation Plan for the Class I landfill and any amendments thereto, the applicable provisions of the DTSC Post-closure Permit issued June 30, 2004, and the California Code of Regulations, title 22.

**3. a) Class I Landfill Clayey/Vegetative Cover/Irrigation System**

These systems shall be operated and maintained with the goals to 1) prevent surface emissions of landfill gas and volatile organic compounds (VOCs) into the air, and 2) prevent infiltration of precipitation into the waste prism. Required operations include:

- 1) Regular inspection;
- 2) Maintain optimum moisture content in the clayey cap;
- 3) Repair cracks in the clayey cap;
- 4) Perform maintenance with the goal to prevent erosion of the clayey cap;
- 5) Replace eroded cap material;
- 6) Maintain the vegetative cover with the goal to prevent erosion of the clayey cap;
- 7) Operate the irrigation system (daily); and
- 8) Maintain the irrigation system.
- 9) Replace all nonfunctional irrigation controllers. Install irrigation system telemetry. Also purchase and install master irrigation control station.
- 10) Inspect all irrigation system pumps and carry out necessary maintenance and repairs as needed.

These operations shall be performed consistent with the California Code of Regulations, title 22, the June 20, 2000, SCAQMD Rule 1150.1 Compliance Plan and any subsequent revisions thereto, the Operation Plan for the Class I landfill and any amendments thereto, and applicable provisions of the DTSC final Post-closure Permit issued June 30, 2004.

**b) Class I Landfill Cover Air Monitoring**

Continue the following monitoring activities:

- 1) Monitor ambient air pursuant to SCAQMD Rule 1150.1.
- 2) Monitor integrated surface emissions [routed/grid based] pursuant to SCAQMD Rule 1150.1.
- 3) Monitor instantaneous surface emissions [grid based] pursuant to SCAQMD Rule 1150.1.
- 4) Monitor vinyl chloride at Nogales End.

This monitoring shall be conducted consistent with the June 20, 2000, SCAQMD Rule 1150.1 Compliance Plan and any subsequent revisions thereto, applicable provisions of the DTSC final Post-closure Plan for the Class I landfill, and the California Code of Regulations, title 22.

#### **4. Leachate Extraction Systems**

These systems shall be operated, maintained and monitored to minimize further migration of contaminated ground water plumes. Operations shall include:

- a) Operate, inspect, and maintain Class I leachate extraction sumps, pumps, tanks, and lines to ensure that ground water/leachate collection is fully operational and provides unobstructed flow to the LTP.
- b) Collect all liquids from remote sumps, tanks, and basins (not piped to the LTP) and transport via vacuum truck to the LTP.
- c) Operate, inspect, and maintain the Class III leachate collection system.
- d) Identify all leachate collection wells that are not operational and repair and redevelop as needed to bring them into full operational status.
- e) Purchase backup pump for the Nogales End leachate collection tank (Grundfos stainless steel, 3 hp)

Operations shall be performed consistent with the Stipulated Permanent Injunction approved on or about October 28, 1988 (Case No. C50713), the DTSC Operation Plan for the Class I landfill and any subsequent amendments, applicable provisions of the DTSC final Post-closure Plan issued June 30, 2004, and the California Code of Regulations, title 22.

#### **5. On-Site Leachate Treatment Plan (LTP)**

The LTP shall be operated continuously. It treats contaminated groundwater and leachate from the Class I and Class III landfills, the collected gas condensate from gas extraction wells (part of the operation and maintenance of the gas collection system), and other liquids. Gases generated in the LTP treatment tanks are piped to the flare stations for combustion. Operations shall include:

- a) Operate, maintain, and inspect the facility piping, tanks, and mechanical devices.
- b) Monitor effluent as required by the permit and other regulatory requirements.
- c) Properly dispose of all hazardous wastes generated by the LTP.

LTP operations shall be performed consistent with applicable provisions of permits issued by DTSC, the SCAQMD, and the LARWQCB. Operations shall also comply with the Operation Plans for the LTP and the Class I landfill and the California Code of Regulations, title 22.

**6. Barriers 1 and 2 Extraction System**

Approximately nine (9) to twelve (12) site extraction wells are currently operated at Barriers 1 and 2. Two (2) of the wells are inactive. Response actions include:

- a) Operate, inspect, and maintain Class I groundwater extraction wells, sumps, pumps, tanks, and lines to ensure that groundwater collection is fully operational and provides unobstructed flow to the LTP.
- b) Operate, inspect, and maintain all other groundwater pumps, piping, and other equipment to maintain unobstructed flow to the LTP.  
This system includes the Miranda Springs Groundwater Pumping Well (Well MR-01) which is continuously pumped to prevent groundwater contaminated with vinyl chloride from manifesting as an artesian spring.

Operations shall be performed consistent with the Stipulated Permanent Injunction approved on or about October 28, 1988 (Case No. C507317), the Operation Plan for the Class I landfill and any subsequent amendments, applicable provisions of the DTSC final Post-closure Permit issued June 30, 2004, and the California Code of Regulations, title 22.

**7. Facility Maintenance**

The following Facility maintenance operations shall be provided to support other critical operations related to the Subject Property. At a minimum, the following shall be maintained:

- a) Access roads.
- b) Surface water run-on and run-off control systems.
- c) Storm drains to the extent feasible. Specifically repair "north haul road" drain and "south haul road" drains to avoid backup, overflow, and cap damage.

Maintenance shall be provided consistent with the DTSC Operation Plan for the Class I landfill and any amendments thereto, applicable provisions of the DTSC final Post-closure Permit issued on June 30, 2004, and the California Code of Regulations, titles 22 and 27.

**8. Facility-Wide Security**

Twenty-four (24) hour security service shall be provided to control access to the landfills and surrounding property and to ensure trespassing and vandalism does not occur. These operations shall include:

- a) Periodic inspection and repair (as needed) of the perimeter fence;

- b) Inspection and maintenance of security devices such as locks, lights, inspection tags, and alarms;
- c) Periodic inspection and monitoring of specific locations, equipment, and facilities;
- d) The security service must cover the entire Facility including the Class I landfill, the Class III landfill, the LTP, and the cogeneration plant.

Security shall be provided consistent with the DTSC Operation Plan for the Class I landfill and any amendments thereto, applicable provisions of the DTSC final Post-closure Permit issued on June 30, 2004, the California Code of Regulations, title 22, the closure and post-closure plans for the Class III landfill and the California Code of Regulations, title 27.

**9. Reporting to Agencies**

Collect and tabulate, in the same way currently conducted by DTSC, environmental data that is necessary for the BKK Corporation, the current owner/operator, to comply with required reporting to all agencies with jurisdiction at the Facility, including, but not limited to, DTSC, LARWQCB, SCAQMD, CIWMB, the City of West Covina (the Local Enforcement Agency, LEA), for monitoring or other activities required by these agencies. Provide the raw data and tabulations to the BKK Corporation and DTSC. The collection of this environmental data is limited to only that data that is pertinent to the Subject Property systems that are within the scope of this Consent Decree (e.g., specifically excludes collection of any Class III landfill data or groundwater quality data).

Provide the collected environmental data pursuant to a schedule provided by DTSC so that reporting can be conducted in accordance with schedules, conditions and requirements of the respective agencies.

## **EXHIBIT D**

### **CRITICAL TASK**

- 1. Nogales End Gas Emissions Study and Mitigation Measures**
  - a. Determine the sources of vinyl chloride and other gas emissions in the vicinity of Nogales End.
  - b. Develop and implement measures with the goal to eliminate landfill gas emissions in the Nogales End area.

## EXHIBIT E

### QUALITY ASSURANCE PLAN AND HEALTH AND SAFETY PLAN

1. **Quality Assurance Project Plan.** The plan shall include:
  - a) Project organization and responsibilities with respect to sampling and analysis;
  - b) Quality assurance objectives for measurement including accuracy, precision, and method detection limits. In selecting analytical methods, Respondent(s) shall consider obtaining detection limits at or below potentially applicable legal requirements or relevant and appropriate standards, such as Maximum Contaminant Levels (MCLs) or Maximum Contaminant Level Goals (MCLGs);
  - c) Sampling procedures;
  - d) Sample custody procedures and documentation;
  - e) Field and laboratory calibration procedures;
  - f) Analytical procedures;
  - g) Laboratory to be used certified pursuant to Health and Safety Code section 25198;
  - h) Specific routine procedures used to assess data (precision, accuracy and completeness) and response actions;
  - i) Reporting procedure for measurement of system performance and data quality;
  - j) Data management, data reduction, validation and reporting. Information shall be accessible to downloading into DTSC's system; and
  - k) Internal quality control.
  
2. **Health and Safety Plan.** A site-specific Health and Safety Plan shall be prepared in accordance with federal (29 CFR 1910.120) and state regulations (Cal. Code Regs., tit. 8, § 5192) and shall describe the following:
  - a) Field activities including work tasks, objectives, and personnel requirements and a description of hazardous substances on the Site;

- b) Respondent(s) key personnel and responsibilities;
- c) Potential hazards to workers including chemical hazards, physical hazards, confined spaces and climatic conditions;
- d) Potential risks arising from the work being performed including the impact to workers, the community and the environment;
- e) Exposure monitoring plan;
- f) Personal protective equipment and engineering controls;
- g) Site controls including work zones and security measures;
- h) Decontamination procedures;
- i) General safe work practices;
- j) Sanitation facilities;
- k) Standard operating procedures;
- l) Emergency response plan covering workers addressing potential hazardous material releases;
- m) Training requirements;
- n) Medical surveillance program; and
- o) Record keeping.

## EXHIBIT F

### POST-CLOSURE INSURANCE REIMBURSEMENT PROTOCOL

1. The Settling Defendants may request reimbursements for post-closure care activities by submitting to DTSC itemized bills for post-closure care expenditures. The Settling Defendants shall provide sufficient information in order for DTSC to determine that:
  - (a) the post-closure care expenditures are in accordance with the approved Operation/Post-closure Plan or are otherwise justified to comply with post-closure care requirements. (Cal. Code Regs., tit. 22, §§ 66264.145(e)(5) and 66265.145(d)(5), as applicable.); and
  - (b) the reimbursement request adequately documents that: (i) the expenditures were only for the post-closure care activities required in the Operation/Post-closure Plan, the Post-closure Permit or applicable regulations for post-closure care of the closed Class I Landfill unit and (ii) the work was performed during the applicable year. (Cal. Code Regs., tit.22, §§ 66264. 145(e) (5) and 66265. 145(d) (5), as applicable.)
  
2. The itemized bills that the Settling Defendants submit with the request for reimbursement shall consist of spreadsheets that provide an overview of the reimbursement requested and detail the costs by task and subtask for each of the Essential Activities and the Critical Task identified in Exhibits C and D. The bills shall include, at a minimum, the tasks and subtasks and the items listed below.
  - (a) Unit rate;
  - (b) Man-hours or quantity;
  - (c) Frequency of activity;
  - (d) Expenditures; and
  - (e) Check number/payment number and date paid.

3. The itemized bills that are submitted with the request for reimbursement shall provide:
- (a) Receipts, and/or invoices for all external vendor<sup>1</sup> expenditures in excess of \$100 for which reimbursement is requested for post-closure care activities; and,
  - (b) Documentation for overhead for which reimbursement is requested; and,
  - (c) Documentation and explanation for all engineering or labor expenditures for which reimbursement is requested; and
  - (d) Documentation and explanation of work, goods or services that exceed market rate or prevailing rate pricing; and
  - (e) Documentation that all expenditures requested for reimbursement have been paid by Settling Defendants.

The Settling Defendants shall not seek reimbursement for amounts above the annual sub-limit of the post-closure insurance policy. The Settling Defendants shall also not seek reimbursement from the post-closure insurance policy for costs attributable to the closure or post-closure care of the Class III Landfill or for other activities not identified in the Operation/Post-closure Plan, the LTP /Class I Post-closure Permit or applicable regulations for post-closure care of the closed BKK Class I Landfill Unit. The Settling Defendants shall not be entitled to reimbursement for attorneys' fees or travel costs.

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<sup>1</sup> External vendor expenditures include expenditures for work, services, goods, etc., that are provided by external contractors. It does not include the Settling Defendants' internal expenditures for which receipts and invoices are not typically provided such as internal employee labor. External vendor expenditures that are not reimbursable are attorney fees or travel expenditures.

## EXHIBIT G

### DEFENDANTS' AFFILIATED ENTITIES

#### ATLANTIC RICHFIELD COMPANY

Anaconda American Brass  
Anaconda Ericcson  
ARCO Petroleum Products Company  
ARCO Products Company  
Four Corners Pipeline Company  
ARCO CQC Kiln Inc.  
ARCO Oil & Gas Company  
ARCO Pipeline Company  
ARCO Chemical Company  
AMOCO Chemical Company  
U.S. Polymerics  
BP Chemical Company  
BP West Coast Products LLC

#### CHEMICAL WASTE MANAGEMENT, INC.

Oil & Solvent Process Company

#### CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY

Chevron Oronite Company LLC, a Delaware limited liability company (successor-in-interest to Chevron Chemical Company)  
Chevron Corporation, a Delaware corporation (for Standard Oil Company of California, k/n/a Chevron Corporation, a Delaware corporation)  
Chevron U.S.A. Inc., a Pennsylvania corporation (for all Chevron affiliates involved in production, refining, and marketing)  
Chevron U.S.A. Inc., a Pennsylvania corporation (for Gulf Oil Corporation, k/n/a Chevron U.S.A. Inc., a Pennsylvania corporation, and all other Gulf affiliates)  
Texaco Downstream Properties Inc., a Delaware corporation (successor-in-interest to Texaco affiliates involved in refining, marketing and research)  
Chevron U.S.A. Inc., a Pennsylvania corporation (successor-in-interest to Texaco Exploration & Production Inc., and all other Texaco affiliates involved in production)  
Texaco Downstream Properties Inc., a Delaware corporation (successor-in-interest to Getty Oil Company affiliates involved in refining and marketing operations)  
Chevron U.S.A. Inc., a Pennsylvania corporation (successor-in-interest to Getty Oil Company affiliates involved in production)  
Chevron Pipe Line Company, a Delaware corporation  
Kewanee Industries Inc., a Delaware corporation (successor-in-interest to Harshaw Chemical Company and its affiliates)  
Texaco Downstream Properties Inc., a Delaware corporation (successor-in-interest to Basin Petroleum and its affiliates involved in refining and marketing operations)  
Chevron U.S.A. Inc., a Pennsylvania corporation (successor-in-interest to Basin Petroleum and its affiliates involved in production)  
Texaco, Inc., a Delaware corporation

CONOCOPHILLIPS COMPANY

Aminoil U.S.A.  
Burmah Oil & Gas Co.  
Douglas Oil Refinery  
Kayo Oil Co.

EXXON MOBIL CORPORATION

Exxon Mobil Corporation  
ExxonMobil Oil Corporation  
Station Operators, Inc.  
Mobil Oil Exploration & Producing Southeast Inc.  
Mobil Exploration and Producing North America Inc.  
The Superior Oil Company  
SeaRiver Maritime Financial Holdings Inc.  
Mobil Pipe Line Company  
Mobil Technology Company  
Mobil Shipping and Transportation Company  
Mobil Tankships (USA) Inc.

HONEYWELL INTERNATIONAL INC.

AID Garrett  
Air Research  
Allied Signal  
Baron Blakeslee Inc.  
Bendix Corp  
Honeywell Inc.

NORTHROP GRUMMAN CORPORATION

Northrop Grumman Systems Corporation  
Northrop Grumman Space & Mission Systems Corp.  
Litton Systems, Inc.

ROHR, INC.

Goodrich Corporation (f.k.a. The B.F. Goodrich Company)

SHELL OIL COMPANY

Shell Western Exploration and Production, Inc.  
Shell Western Exploration and Production, Inc LP  
Shell California Production Inc.  
Shell Oil Products US  
Shell Chemical LP  
Shell Development Company  
Equilon Enterprises LLC  
Pennzoil-Quaker State Company  
Shell Marine Products Company

UNION OIL COMPANY OF CALIFORNIA  
Collier Chemical and Carbon Company

WASHINGTON MUTUAL BANK  
Washington Mutual, Inc.  
NAMCO Securities Corp.

WASTE MANAGEMENT COLLECTION AND RECYCLING, INC.  
Great Western Reclamation, Inc.  
Waste Management of Orange County f/k/a Dewey's Rubbish Service

WESTERN WASTE INDUSTRIES  
WRH Industries