

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

BKK Landfills and
Leachate Treatment Plant
2210 South Asuza Avenue
West Covina, California 91792

Settling Respondents:

American Honda Motor Co., Inc.

Anadarko Petroleum Corporation
(for RME Petroleum Company)

Atlantic Richfield Company

Bayer CropScience, Inc., as legal successor
to Stauffer Chemical Company

Chemical Waste Management, Inc.

Chevron Environmental Management
Company, on behalf of Chevron U.S.A., Inc.,
Texaco Exploration and Production, and
Texaco, Inc.

The City of Los Angeles, acting by and through
the Los Angeles Department of
Water and Power

ConocoPhillips Company

Ducommun Aerostructures, Inc., as successor
by merger of Aerochem, Inc., and AHF-
Ducommun Incorporated

Exxon Mobil Corporation, for itself, its
subsidiary ExxonMobil Oil Corporation and its
other subsidiaries and affiliates

General Motors Corporation

Honeywell International, Inc., on behalf of
Honeywell Aerospace and Honeywell Turbo
Technologies

National Steel and Shipbuilding Company

Docket No. I/SE-D 04/05-004

**FOURTH INTERIM SETTLEMENT
AGREEMENT**

Health and Safety Code
Section 25355.5(a)(1)(C)

1 Northrop Grumman Systems Corporation)

2 Quemetco, Inc.)

3 Rohr, Inc.)

4 Shell Oil Company)

5 Southern California Edison)

6 Thums Long Beach Company)

7 Union Carbide Corporation)

8 Union Oil Company of California)

9 Washington Mutual Bank, F.A.)

10 Western Waste Industries, Inc.)

11 Xerox Corporation)

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15 The State Department of Toxic Substances Control (DTSC) and the Settling Respondents
16 described above (collectively, the Parties) enter into this Fourth Interim Settlement Agreement and
17 agree, as follows:

18 1. DTSC issued an Imminent and Substantial Endangerment Order and Remedial Action
19 Order (ISE Order) on December 2, 2004, which became effective on December 9, 2004. The ISE
20 Order concerns the BKK Sanitary Landfills and Leachate Treatment Plant in West Covina,
21 California, as described in Section 1.2 of the ISE Order (the Site). With the exception of
22 ConocoPhillips Company, Northrop Grumman Systems Corporation and Union Carbide
23 Corporation, the Settling Respondents or associated entities were named as respondents in the ISE
24 Order. On March 14, 2005, the Parties entered into the Interim Consent Agreement, which was the
25 first interim settlement agreement between the Parties. On April 15, 2005, the Parties entered into
26 the Interim Settlement Agreement, which was the second interim settlement agreement between
27 the Parties. On May 16, 2005, the Parties entered into the Second Interim Settlement Agreement,
28 which was the third interim settlement between the Parties. On June 15, 2005, the Parties entered

1 into the Third Interim Settlement Agreement, which was the fourth interim settlement between the
2 Parties.

3 2. This Fourth Interim Settlement Agreement is entered by the Parties pursuant to Health
4 and Safety Code section 25355.5(a)(1)(C). Health and Safety Code section 25355.5(a) (1) (C)
5 authorizes DTSC to enter into an enforceable settlement agreement with a responsible party for a
6 site.

7 3. To facilitate ongoing settlement discussions concerning the ISE Order, the Settling
8 Respondents have agreed to advance to DTSC another Five Hundred Thousand Dollars
9 (\$500,000) to fund certain emergency response activities at the Site.

10 4. Accordingly, the Settling Respondents shall pay DTSC the sum of \$500,000, by
11 July 13, 2005. The Settling Respondents shall send a check made payable to the
12 Department of Toxic Substances Control to:

13 Accounting Office
14 Department of Toxic Substances Control
15 1001 I Street, 21st Floor
16 P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent to:

17 Marilee Hanson, Esq.
18 Office of Legal Counsel and Investigations
19 Department of Toxic Substances Control
20 1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

21 On the check, the Settling Respondents shall state "BKK Future Costs."

22 5. DTSC stipulates that the payment to be made under this Fourth Interim Settlement
23 Agreement is to fund "response costs" at the Site as defined under the Comprehensive
24 Environmental Response, Compensation and Liability Act (CERCLA) and the State Hazardous
25 Substances Account Act (HSAA), and that those response costs are consistent with the National
26 Contingency Plan (NCP).

27 6. Upon receipt of the Settling Respondents' advance payment, DTSC:
28

1 (a) shall, subject to the terms of this paragraph, deem the Settling Respondents
2 named in the ISE Order to be in compliance with the ISE Order from its effective date through
3 August 11, 2005, or until such time as compliance with the ISE Order is addressed by an executed
4 future settlement agreement, whichever occurs first. However, in the event that compliance with
5 the ISE Order is not addressed by an executed future settlement agreement on or before August
6 11, 2005, the Parties agree that the compliance determination referenced above shall no longer
7 apply to the period from the effective date of the ISE Order through March 14, 2005, and the
8 Preliminary Notice of Noncompliance issued to Settling Respondents named in the ISE Order on
9 February 10, 2005, shall apply to the period from the effective date of the ISE Order through
10 March 14, 2005, and as applicable after August 11, 2005; and

11 (b) agrees not to initiate any enforcement action against the Settling Respondents
12 with respect to the Site from this Fourth Interim Settlement Agreement's effective date through
13 August 11, 2005, except any enforcement action that is necessary to address imminent and
14 substantial endangerment or emergency conditions at the Site (including, but not limited to, acts or
15 occurrences such as fire, earthquake, explosion, landslide or imminent human exposure to
16 hazardous substances caused by the release or threatened release of hazardous substances) that
17 arise from this Fourth Interim Settlement Agreement's effective date through August 11, 2005.

18 7. This Fourth Interim Settlement Agreement is an interim agreement that has been
19 negotiated for the limited purpose of facilitating additional settlement discussions concerning the
20 ISE Order during July and through August 11, 2005. This Fourth Interim Settlement Agreement
21 does not constitute compliance with or satisfaction of the ISE Order or the HSAA for any periods
22 other than the compliance periods as identified in Paragraph 6 (a) above. This Fourth Interim
23 Settlement Agreement is also not a release from liability for any conditions or claims arising as a
24 result of past, current, or future operations of the Settling Respondents.

25 8. The Settling Respondents' advance payment to DTSC shall be reflected in any future
26 settlement agreement concerning the ISE Order. If DTSC and the Settling Respondents are
27 unable to reach any further settlement concerning the ISE Order, the Settling Respondents'
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1 advance payment to DTSC shall be treated as a credit to be applied towards the Settling
2 Respondents' liability with respect to the Site, if any.

3 9. The effective date of this Fourth Interim Settlement Agreement is the date that it is
4 signed by DTSC.

5 10. This Fourth Interim Settlement Agreement constitutes the entire agreement between the
6 Parties and may not be amended, supplemented, or modified, except in writing that is signed by
7 both the Parties. Nothing in this Fourth Interim Settlement Agreement shall be deemed to be an
8 admission of liability or of any fact by the Settling Respondents with respect to the Site.

9 11. Each undersigned representative of the Parties certifies that he is fully authorized to
10 enter into the terms and conditions of this Fourth Interim Settlement Agreement and to execute
11 and legally bind the Parties to this Fourth Interim Settlement Agreement.

12 12. This Fourth Interim Settlement Agreement may be executed and delivered in any
13 number of counterparts, each of which when executed and delivered shall be deemed to be an
14 original, but such counterparts shall together constitute one and the same document.

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16 FOR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

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19 Dated: 7-12-05

By: //original signed by//
TIMOTHY J. SWICKARD Director

20
21 FOR THE STIPULATING RESPONDENTS:

22
23
24 Dated: 7-12-05

By: //original signed by//
JAMES J. DRAGNA, Esq.