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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CALIFORNIA DEPARTMENT OF  
TOXIC SUBSTANCES CONTROL AND  
THE CALIFORNIA TOXIC  
SUBSTANCES CONTROL ACCOUNT,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,  
INC.; AMERON INTERNATIONAL  
CORPORATION; ANADARKO E&P  
ONSHORE LLC; ASHLAND  
CHEMICAL COMPANY; ATLANTIC  
RICHFIELD COMPANY; AZUSA  
LAND RECLAMATION, INC.; BAKER  
HUGHES OILFIELD OPERATIONS,  
INC.; BAKER PETROLITE  
CORPORATION; BAYER  
CROPSCIENCE INC.; BIG HEART PET  
BRANDS; THE BOEING COMPANY;  
CALIFORNIA RESOURCES  
CORPORATION; CHEMICAL WASTE  
MANAGEMENT, INC.; CHEVRON  
ENVIRONMENTAL MANAGEMENT  
COMPANY; CHEVRON MARINE LLC;  
CITY OF LOS ANGELES, ACTING BY  
AND THROUGH THE LOS ANGELES  
DEPARTMENT OF WATER AND  
POWER; CONOCOPHILLIPS  
COMPANY; CROSBY & OVERTON,  
INC.; THE DOW CHEMICAL

No. 2:15-cv-00729-DDP-AJW

**[PROPOSED] FIRST  
AMENDED THIRD PARTIAL  
CONSENT DECREE**

1 COMPANY; DUCOMMUN  
 2 AEROSTRUCTURES, INC.; ESSEX  
 3 CHEMICAL CORPORATION; EXXON  
 4 MOBIL CORPORATION; FILTROL  
 5 CORPORATION; GEMINI  
 6 INDUSTRIES, INC.; GENERAL  
 7 DYNAMICS CORPORATION;  
 8 GENERAL LATEX AND CHEMICAL  
 9 CORPORATION; HEWLETT-  
 10 PACKARD COMPANY; HONEYWELL  
 11 INTERNATIONAL INC.; HUGO NEU-  
 12 PROLER; HUNTINGTON BEACH  
 13 COMPANY; LOCKHEED MARTIN  
 14 CORPORATION; MARS, INC.;  
 15 MONTROSE CHEMICAL  
 16 CORPORATION OF CALIFORNIA;  
 17 MORTELL COMPANY; MORTON  
 18 INTERNATIONAL, INC.; NATIONAL  
 19 STEEL AND SHIPBUILDING  
 20 COMPANY; NORTHROP GRUMMAN  
 21 SYSTEMS CORPORATION; OXY, USA  
 22 INC.; THE PROCTER & GAMBLE  
 23 MANUFACTURING COMPANY;  
 24 QUEMETCO, INC.; RAYTHEON  
 25 COMPANY; ROCKWELL  
 26 AUTOMATION, INC.; ROHM AND  
 27 HAAS COMPANY; ROHR, INC.; SAN  
 28 DIEGO GAS & ELECTRIC COMPANY;  
 SHELL OIL COMPANY; SMITH  
 INTERNATIONAL INC.; SOUTHERN  
 CALIFORNIA GAS COMPANY;  
 SOUTHERN CALIFORNIA EDISON  
 COMPANY; UNION CARBIDE  
 CORPORATION; UNION PACIFIC  
 RAILROAD; UNISYS CORPORATION;  
 UNITED STATES STEEL  
 CORPORATION; UNITED  
 TECHNOLOGIES CORPORATION;  
 UNIVAR USA INC.; USA WASTE OF  
 CALIFORNIA, INC.; VIGOR  
 SHIPYARDS, INC.; WASTE  
 MANAGEMENT COLLECTION AND  
 RECYCLING, INC.; WASTE  
 MANAGEMENT OF CALIFORNIA,  
 INC.; WASTE MANAGEMENT  
 RECYCLING AND DISPOSAL  
 SERVICES OF CALIFORNIA, INC.;  
 WESTERN WASTE INDUSTRIES;  
 WYETH HOLDINGS LLC. f/k/a  
 AMERICAN CYANAMID COMPANY  
 AND XEROX CORPORATION.

Defendants.

1  
2 FIRST AMENDED THIRD PARTIAL CONSENT DECREE

3 This First Amended Third Partial Consent Decree (“Third Consent Decree”)  
4 is made and entered into by and among the Plaintiffs, the State of California  
5 Department of Toxic Substances Control (“DTSC”) and the California Toxic  
6 Substances Control Account (collectively, the “Plaintiffs”), and the Settling  
7 Defendants, identified in Exhibits E-1, E-2 and E-3 of this Third Consent Decree  
8 (“Settling Defendants”), (collectively, the “Parties”). This Third Consent Decree  
9 obligates the Settling Defendants to perform the Work set forth in Paragraph 4.1  
10 herein, to pay certain costs, and to receive certain covenants with respect thereto.  
11 The Work pertains to the BKK Facility, as defined in Paragraph 3.6, a 583-acre  
12 landfill facility located at 2210 South Azusa Avenue, West Covina, Los Angeles  
13 County, California 91792.

## 14 INTRODUCTION

15 On October 31, 2005, Plaintiffs filed a complaint (“First Complaint”) against  
16 certain of the Settling Defendants alleging liability for response costs at the Subject  
17 Property and seeking (1) recovery of past costs pursuant to section 107 of the  
18 Comprehensive Environmental Response Compensation Liability Act,  
19 (“CERCLA”), 42 U.S.C. § 9607(a); (2) declaratory relief pursuant to section  
20 113(g)(2) of CERCLA, 42 U.S.C. § 9613(g)(2); and (3) injunctive relief pursuant  
21 to California Health and Safety Code section 25358.3(e). *California Department*  
22 *of Toxic Substances Control, et. al. v. American Honda Motor Co., Inc., et. al.*, No.  
23 CV-05-7746 (C.D. Cal. October 31, 2005). On March 9, 2006, the Court entered  
24 an Amended Consent Decree (“Amended First Consent Decree”), which subject to  
25 the covenants, conditions and reservations of rights therein, resolved the claims  
26 asserted in the First Complaint. The Amended First Consent Decree became  
27 effective on March 9, 2006, and included a two-year work requirement, which was  
28 extended nine times; the final extension expired on August 10, 2010.

1 On May 10, 2010, Plaintiffs filed a second complaint in this Court against all  
2 but two of the settling defendants to the Amended First Consent Decree and  
3 against certain other of the Settling Defendants herein, who were not parties to the  
4 Amended First Consent Decree (the “Second Complaint”). *California Department*  
5 *of Toxic Substances Control, et. al. v. American Honda Motor Co., Inc., et. al.*, No.  
6 CV-10-03378 (C.D. Cal. May 10, 2010). The allegations of the Second Complaint  
7 were essentially identical to the allegations of the First Complaint. On August 10,  
8 2010, the Court entered a Second Consent Decree (“Second Consent Decree”),  
9 which subject to the covenants, conditions and reservations of rights therein,  
10 resolved the claims asserted in the Second Complaint. The Second Consent  
11 Decree became effective on August 10, 2010; the parties thereto expect work under  
12 the Second Consent Decree to continue into 2018.

13 DTSC filed a third complaint in this Court on February 2, 2015 (the “Third  
14 Complaint”). Like the previous complaints, the Third Complaint seeks recovery of  
15 costs and the performance of certain response actions pursuant to section 107 of  
16 CERCLA, and California Health and Safety Code section 25358.3(e), in  
17 connection with alleged releases of hazardous substances into the environment at  
18 and from the Class I Landfill. On May 27, 2015, this Court approved the Third  
19 Partial Consent Decree, which subject to the covenants, conditions and  
20 reservations of rights therein, resolved the claims asserted in the Third Complaint.

21 DTSC has filed an amended Third Complaint (“Amended Third Complaint”),  
22 which joins as defendants five additional parties. Those five parties are also being  
23 added to this Third Consent Decree as additional Settling Defendants. This Third  
24 Consent Decree requires the Settling Defendants to perform a groundwater  
25 Remedial Investigation and Feasibility Study (“RI/FS”) for the Class I Landfill  
26 Investigation Area operable unit and to perform other activities as set forth in  
27 Paragraph 4.1 herein. Subject to the covenants, conditions and reservations of  
28

1 rights in this Third Consent Decree, this Third Consent Decree resolves the claims  
2 asserted in the Amended Third Complaint.

3 Plaintiffs and Settling Defendants agree, and this Court by entering this Third  
4 Consent Decree finds, that this Third Consent Decree has been negotiated by the  
5 Parties in good faith and that settlement of this matter and entry of this Third  
6 Consent Decree is intended to avoid prolonged and complicated litigation between  
7 the Parties, is the most appropriate means to continue to address conditions at the  
8 Subject Property, and is fair, reasonable and in the public interest.

9 **NOW, THEREFORE**, with the consent of the Parties to this Third Consent  
10 Decree, it is hereby **ORDERED, ADJUDGED AND DECREED**:

11 I. JURISDICTION

12 1.1 This Third Consent Decree is entered into by the Parties pursuant to  
13 the Plaintiffs' authority under section 107 of CERCLA, 42 U.S.C. § 9607, and  
14 California Health and Safety Code sections 25356.1 and 25358.3(e).

15 1.2 The Court has jurisdiction over the subject matter of this action  
16 pursuant to 28 U.S.C. § 1331 and CERCLA, 42 U.S.C. § 9601 *et seq.*, and  
17 supplemental jurisdiction over claims arising under the laws of the State of  
18 California pursuant to 28 U.S.C. § 1367(a). The Parties waive all objections and  
19 defenses they may have to the jurisdiction of the Court to approve, enter, and  
20 enforce this Third Consent Decree and to venue in this District.

21 II. BACKGROUND

22 2.1 This Third Consent Decree relates to the BKK Facility in West  
23 Covina, Los Angeles County, California. The BKK Facility contains a closed  
24 Class I hazardous waste landfill, a closed Class III municipal landfill, and related  
25 facilities. Non-party BKK Corporation ("BKK Corp.") owns the portion of the  
26 BKK Facility that is commonly described as Parcel 3, which includes the Class I  
27 and Class III Landfills. Non-party City of West Covina and private non-parties  
28

1 own the balance of the BKK Facility, which is commonly described as Parcels 1  
2 and 2. This Third Consent Decree obligates the Settling Defendants to perform  
3 certain work and to pay certain costs with respect to the Subject Property including  
4 actions and costs in response to groundwater contamination from the Class I  
5 Landfill Investigation Area.

6       2.2 Regulatory Status. On Parcel 3, BKK Corp. is the owner and operator  
7 of the following: (a) the closed Class I Landfill; (b) the closed Class III Landfill;  
8 and (c) the operating Leachate Treatment Plant (“LTP”). Post-closure operation,  
9 maintenance and monitoring of the Class I Landfill, and operation of the LTP, are  
10 primarily regulated pursuant to the California Hazardous Waste Control Act  
11 (“HWCL”), beginning at California Health & Safety Code section 25100, the  
12 Resource Conservation and Recovery Act (“RCRA”), beginning at 42 U.S.C. §  
13 6901, and their implementing regulations.

14       2.3 On or about October 18, 2004, BKK Corp. notified DTSC that BKK  
15 Corp. lacked the financial resources to continue to perform post-closure care of the  
16 Class I Landfill required by RCRA and the HWCL, or to operate the LTP, after  
17 November 17, 2004. As a result, DTSC hired a contractor to conduct emergency  
18 response activities at the BKK Facility beginning on November 18, 2004. These  
19 activities were and continue to be necessary to ensure continuous maintenance and  
20 operation of systems that are essential to protect public health, safety and the  
21 environment.

22       2.4 On December 2, 2004, DTSC issued an Imminent and Substantial  
23 Endangerment Determination and Order and Remedial Action Order, Docket No.  
24 I/SE-D-04/05-004 (“ISE Order”), to BKK Corp. and 50 other respondents who are  
25 alleged to have disposed of waste at the Class I Landfill or to be prior owners or  
26 operators of the BKK Facility that includes the Class I Landfill. The ISE Order  
27 required the respondents in that Order to perform certain response actions and to  
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1 reimburse DTSC for certain response costs. Certain Settling Defendants were  
2 named as respondents in the ISE Order.

3 2.5 The payment of Future DTSC Oversight Costs relating to the  
4 performance and oversight of the Work to be performed pursuant to this Third  
5 Consent Decree by the Settling Defendants to Plaintiffs constitute necessary costs  
6 of response as that term is defined in section 101(25) of CERCLA, 42 U.S.C. §  
7 9601(25).

8 2.6 Unless explicitly stated otherwise herein, this Third Consent Decree  
9 does not in any way amend the First or Second Consent Decrees or alter any  
10 parties' rights or obligations under the First or Second Consent Decrees.

11 2.7 Pursuant to this Third Consent Decree, the Settling Defendants will  
12 conduct the Work related to the Subject Property and the Class I Landfill  
13 Investigation Area, as specified in paragraph 4.1 of this Third Consent Decree, and  
14 will pay for certain costs and receive certain covenants and protections as set forth  
15 herein.

16 2.8 New Settling Defendants. In both the Second and Third Consent  
17 Decrees there are Settling Defendants who were not parties to the prior Consent  
18 Decrees.

19 2.8.1 The Settling Defendants named as Settling Defendants in the  
20 Second and Third Consent Decrees but not in the Amended First Consent Decree  
21 are identified in Exhibit E-2. By entering this Consent Decree, the Court finds that  
22 those Settling Defendants are entitled to the benefit of the covenant not to sue in  
23 paragraph 7.1 of the Amended First Consent Decree and the contribution  
24 protection of paragraph 8.1 of the Amended First Consent Decree, subject to all of  
25 the limitations specified therein. This provision is effective on the Effective Date  
26 of this Third Consent Decree.

1           2.8.2 The Settling Defendants named in this Third Consent Decree  
2 who were not previously named in either the Amended First Consent Decree or the  
3 Second Consent Decree are identified in Exhibit E-3. By entering this Consent  
4 Decree, the Court finds that these new Settling Defendants are entitled to the  
5 benefit of the covenants not to sue in paragraph 7.1 of the Amended First Consent  
6 Decree and paragraph 7.1 of the Second Consent Decree and the contribution  
7 protection of paragraph 8.1 of the Amended First Consent Decree and paragraph  
8 8.1 of the Second Consent Decree, subject to all of the limitations specified in  
9 those Consent Decrees and further subject to Paragraph 7.4 below.

10           2.9 No Admissions. By entering into this Third Consent Decree or by  
11 taking any action in accordance with its provisions, each Settling Defendant does  
12 not admit any allegations, findings, determinations or conclusions contained in the  
13 ISE Order, the First, Second or Third Complaints, the Amended First Consent  
14 Decree, the Second Consent Decree, or this Third Consent Decree, including  
15 without limitation that it sent, transported or arranged for disposal of any  
16 hazardous substances to or at the Class I Landfill, or that it owned or operated the  
17 BKK Facility that includes the Class I Landfill, and does not admit any liability  
18 with respect to the BKK Facility. Nothing in this Third Consent Decree shall be  
19 construed as an admission by any Settling Defendant of any issue of law or fact.  
20 Except as specifically provided for herein, nothing in this Third Consent Decree  
21 shall prejudice, waive, or impair any right, remedy, or defense that each Settling  
22 Defendant may have against any entity. Each Settling Defendant agrees to comply  
23 with and be bound by the terms of this Third Consent Decree and further agrees  
24 that it will not contest the basis or validity of this Third Consent Decree in any  
25 action to enforce it.

1 III. DEFINITIONS

2 3.1 Unless otherwise expressly provided herein, terms used in this  
3 Consent Decree that are defined in CERCLA or in regulations promulgated under  
4 CERCLA shall have the meaning assigned to them therein. Whenever terms listed  
5 below are used in this Third Consent Decree or in any attachments or exhibits  
6 hereto, the following definitions shall apply:

7 3.2 “Class I Landfill” means the closed Class I hazardous waste landfill  
8 located at 2210 South Azusa Avenue, West Covina, Los Angeles County,  
9 California 91792 that is shown on the map that is attached as Exhibit A-1.

10 3.3 “Class I Landfill Investigation Area” includes, for the purposes of this  
11 Third Consent Decree and the Groundwater RI/FS only, the Class I Landfill and  
12 Class I Landfill operation areas, including but not limited to “Trash Island” located  
13 on the north side of the landfill; the Leachate Treatment Plant (“LTP”); Barrier 1;  
14 the upper detention basin below the LTP; liquid piping and other liquid collection  
15 and conveyance systems associated with the Class I Landfill; the fueling station,  
16 and the truck wash and wherever hazardous substances from such areas have or  
17 may come to be located.

18 3.4 “Class III Landfill” shall mean the closed municipal landfill also  
19 located at 2210 South Azusa Avenue, West Covina, Los Angeles County,  
20 California 91792, which is shown on the map in Exhibit A-1.

21 3.5 “Day” shall mean a calendar day unless expressly stated to be a  
22 working day. “Working Day” shall mean a day other than a Saturday, Sunday, or  
23 state or federal holiday. In computing any period of time under this Third Consent  
24 Decree, where the last day would fall on a Saturday, Sunday, or state or Federal  
25 holiday, the period shall run until the close of business of the next Working Day.

26 3.6 “BKK Facility” shall mean the 583-acre landfill facility located at  
27 2210 South Azusa Avenue, West Covina, California and described in Exhibits A-1  
28 and A-2. The BKK Facility contains a closed Class I hazardous waste landfill, a

1 closed Class III municipal landfill, the Leachate Treatment Plant as defined herein,  
2 and related facilities such as infrastructure, systems and equipment. The term  
3 “BKK Facility” shall also include areas contiguous to the landfill facility where  
4 hazardous substances emanating from the Landfills have come to be located.

5 3.7 “Future DTSC Oversight Costs” shall mean all direct and indirect  
6 costs of overseeing this Third Consent Decree or the Third Partial Consent Decree,  
7 previously entered in this matter, including but not limited to payroll costs, travel  
8 costs, and laboratory costs, incurred by DTSC in reviewing, revising, modifying,  
9 commenting on or approving plans, reports and other items pursuant to this Third  
10 Consent Decree, and monitoring and verifying the Work performed pursuant to  
11 this Third Consent Decree.

12 3.8 “Hazardous Substances” shall have the meaning set forth in CERCLA  
13 section 101(14), 42 U.S.C. § 9601(14).

14 3.9 “Leachate Treatment Plant” (or “LTP”) means the leachate treatment  
15 plant that is located on the BKK Facility.

16 3.10 “National Contingency Plan” or “NCP” shall refer to the National Oil  
17 and Hazardous Substances Pollution Contingency Plan promulgated pursuant to  
18 section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300.

19 3.11 “Parties” shall mean Plaintiffs and the Settling Defendants.

20 3.12 “Plaintiffs” shall mean the California Department of Toxic Substances  
21 Control and the California Toxic Substances Control Account including its  
22 predecessor accounts specified in Health and Safety Code section 25173.6(g), to  
23 the extent that funds from those accounts have been, or will be expended on behalf  
24 of DTSC at the BKK Facility.

25 3.13 “Settling Defendants” shall mean the parties identified in Exhibits E-  
26 1, E-2, and E-3 to this Third Consent Decree. For purposes of Paragraph 2.9 and  
27 Sections VII and VIII of this Third Consent Decree, “Settling Defendants” also  
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1 shall mean Defendants’ corporate predecessors-in-interest, successors-in-interest  
2 and affiliated companies identified in Exhibit G.

3 3.14 “Subject Property” shall mean the Class I Landfill, the LTP, service  
4 roads and related pollution control equipment located at 2210 South Azusa  
5 Avenue, West Covina, Los Angeles County, California 91792.

6 3.15 “Tolling Termination Date” shall mean the date upon which the  
7 Tolling Agreement provided for in Paragraph 7.11 terminates. The Tolling  
8 Termination Date shall be the earlier of: (a) sixty (60) days after a Party gives  
9 written notice of the intent to terminate the tolling period or (b) the conclusion of  
10 the Work Period.

11 3.16 “Work Period” shall mean the period of time commencing with the  
12 Effective Date and ending thirty days (30) after DTSC’s approval of the RI/FS  
13 required by Paragraph 4.1.3.

14 3.17 “Work” shall mean the Work to Be Performed as specified in  
15 Paragraph 4.1 of this Third Consent Decree.

16 3.18 “Past Response Costs” shall mean all costs incurred by DTSC in  
17 response to conditions at the Facility through the Effective Date.

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20 IV. SETTLING DEFENDANTS’ WORK TO BE PERFORMED AND OTHER  
OBLIGATIONS

21 4.1 Work to Be Performed. Settling Defendants shall undertake the  
22 following response actions set forth below.

23 4.1.1 Essential Activities. Settling Defendants shall continue to  
24 perform the Essential Activities as specified in Exhibit C to this Third Consent  
25 Decree until the conclusion of the Work Period. Provided Settling Defendants  
26 perform the Essential Activities required by this Third Consent Decree including  
27 any modifications to those Essential Activities approved by DTSC pursuant to  
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1 paragraph 4.1.9, the Settling Defendants shall be deemed to be in compliance with  
2 Paragraph 4.1.1. of the Second Consent Decree.

3 4.1.2 Groundwater Monitoring. Until the conclusion of the Work  
4 Period, the Settling Defendants shall conduct groundwater monitoring in  
5 accordance with the “Sampling and Analysis Plan, Groundwater Wells, BKK  
6 Landfill, West Covina, California, February 2014,” the body of which is attached  
7 to this Third Consent Decree as Exhibit B, as that document may be amended  
8 pursuant to Paragraph 4.1.9.

9 4.1.3 Remedial Investigation and Feasibility Study and Statement of  
10 Work. The Settling Defendants shall conduct a groundwater RI/FS for the Class I  
11 Landfill Investigation Area in accordance with the Statement of Work attached to  
12 this Third Consent Decree as Exhibit D.

13 4.1.4 Work Consistent with Requirements. Subject to Paragraph 4.6  
14 herein, Settling Defendants shall ensure all Work performed pursuant to this Third  
15 Consent Decree is consistent with the requirements of all DTSC-approved  
16 workplans, Chapters 6.5 (commencing with section 25100) and 6.8 (commencing  
17 with section 25300), Division 20 of the California Health and Safety Code, and any  
18 other applicable state or federal statutes and regulations, including without  
19 limitation, the NCP, and applicable DTSC and U.S. Environmental Protection  
20 Agency guidance documents.

21 4.1.5 Controlling Provisions. To the extent that there is a conflict  
22 between the language in any Exhibit and the terms in the body of this Third  
23 Consent Decree, the terms of this Third Consent Decree shall control.

24 4.1.6 Consistency with the NCP. Upon approval by DTSC of the  
25 Work performed by Settling Defendants under this Third Consent Decree and on  
26 receipt by DTSC of all payments required to be made pursuant to this Third  
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1 Consent Decree, the Work will be deemed consistent and in accordance with the  
2 NCP.

3           4.1.7 Public Participation Activities (Community Relations). Settling  
4 Defendants shall cooperate with and support DTSC in its efforts to provide  
5 meaningful public participation in response actions pursuant to California Health  
6 and Safety Code sections 25356.1 and 25358.7, DTSC's most current Public  
7 Participation and Policy Guidance Manual and the Public Participation Plan.  
8 These activities shall include, but are not limited to, assisting in the development  
9 and distribution of fact sheets; participation in public meetings; and the  
10 development and publishing of public notices.

11           4.1.8 Quality Assurance and Health and Safety Plans. No less than  
12 thirty (30) days before changing any onsite activities that require amending the  
13 Quality Assurance Project Plan or Health and Safety Plan, Settling Defendants  
14 shall submit proposed amendments to those plans. Any amendments to the Quality  
15 Assurance Project Plan shall require DTSC approval.

16           4.1.9 Amendments to the Essential Activities and Groundwater  
17 Monitoring Plans. Settling Defendants may at any time propose amendments to  
18 the Essential Activities or the Groundwater Monitoring Plans required by  
19 Paragraphs 4.1.1 and 4.1.2 respectively. Any such proposal shall be clearly labeled  
20 as a proposed amendment. Any proposed amendment will not take effect until  
21 approved by DTSC, at which time it will be effective on the terms specified in  
22 DTSC's approval.

23           4.1.10 Fire Hazard Abatement. DTSC and the Settling Defendants  
24 will monitor the potential fire hazard on the BKK Class III Landfill. In the event  
25 the West Covina Fire Chief determines that the potential fire hazard has reached  
26 unacceptable levels, or as otherwise agreed by the parties, DTSC and the Settling  
27 Defendants will request that BKK Corp. and/or state and local agencies with  
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1 jurisdiction over the BKK Class III Landfill take appropriate action to abate the  
2 hazard. However, if DTSC and the Settling Defendants determine that other  
3 funding, including funding from DTSC, is unavailable for the performance of the  
4 requested abatement action, the Settling Defendants may incur up to \$450,000 to  
5 fund tree and vegetation trimming and/or removal that is necessary for fire hazard  
6 abatement, to the extent requested by the West Covina Fire Chief or as otherwise  
7 agreed to by the Parties. To the extent that the Settling Defendant's funds are used  
8 to perform this work, the Settling Defendants' payment of oversight costs, as  
9 required in Paragraph 4.7 herein, will be reduced by \$25,000 a month (or, in the  
10 final month, such lesser amount as is necessary) so that the total reduction in  
11 oversight payments is equal to the costs that the Settling Defendants have incurred  
12 in compliance with this Paragraph, not to exceed \$450,000. Within thirty (30)  
13 days of completing abatement work in accordance with this Paragraph, Settling  
14 Defendants shall send to DTSC documentation of the total costs that Settling  
15 Defendants incurred conducting that work. Such documentation shall be consistent  
16 with the requirements of Appendix F of this Third Consent Decree. To be clear,  
17 the Settling Defendants' will perform any requested tree and vegetation trimming  
18 and/or removal under this paragraph due solely to the threat or potential threat that  
19 a fire hazard poses to the Class I Landfill and/or its pollution control systems.

20 4.2 California Environmental Quality Act. Upon DTSC's request,  
21 Settling Defendants shall submit any non-privileged information deemed necessary  
22 by DTSC to facilitate DTSC's compliance with the California Environmental  
23 Quality Act, California Public Resources Code sections 21000 *et seq.*

24 4.3 Stop Work Order. In the event that DTSC determines that any  
25 activity (whether or not pursued in compliance with this Third Consent Decree)  
26 conducted by Settling Defendants may pose an imminent or substantial  
27 endangerment to the health or safety of people or to the environment, DTSC may  
28

1 order Settling Defendants to stop further implementation of any aspect of this  
2 Third Consent Decree for such period of time needed to abate the endangerment.  
3 In addition, in the event that DTSC determines that any of Settling Defendants'  
4 activities (whether or not pursued in compliance with this Third Consent Decree)  
5 are proceeding without DTSC authorization, DTSC may order Settling Defendants  
6 to stop further implementation of such activity for such period of time needed to  
7 obtain DTSC authorization, if such authorization is appropriate. Any deadline in  
8 this Third Consent Decree directly affected by a Stop Work Order, issued pursuant  
9 to this Paragraph, shall be extended for the term of the Stop Work Order.

10 4.4 Emergency Response Action/Notification. In the event of any  
11 occurrence, event, or condition that arises at the Subject Property during the Work  
12 Period of this Third Consent Decree that constitutes a material change, that  
13 represents an emergency (including, but not limited to, fire, earthquake, explosion,  
14 landslide, or imminent or immediate human exposure to a hazardous substance  
15 caused by the release or threatened release of a hazardous substance), and that  
16 presents a risk to public health, safety, or the environment, Settling Defendants  
17 shall immediately take all appropriate actions to respond to that emergency. The  
18 Settling Defendants shall also immediately notify the DTSC Project Coordinator  
19 (as defined in Paragraph 10.1 herein) and all other appropriate and applicable  
20 regulatory agencies of the occurrence, event, or condition and of the steps the  
21 Settling Defendants have taken and propose to take in response thereto. The  
22 Settling Defendants shall comply with any mandatory notification requirements  
23 and with the procedures outlined in the Emergency Response Plan and Diagrams  
24 that the Settling Defendants submitted to DTSC on or about November 21, 2008 or  
25 any subsequent revisions of those documents submitted to and approved by DTSC.  
26 Any action taken by the Settling Defendants shall be performed in consultation  
27 with the DTSC Project Coordinator and in accordance with all applicable  
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1 provisions of this Third Consent Decree. Within seven (7) days of the onset of  
2 such an occurrence, event, or condition, Settling Defendants shall furnish a report  
3 to DTSC, signed by Settling Defendants' Project Coordinator, setting forth the  
4 occurrence, event, or condition that occurred and the measures taken in the  
5 response thereto. In the event that Settling Defendants fail to take appropriate  
6 response and DTSC takes the action instead, Settling Defendants shall be subject to  
7 liability to DTSC for all costs of the response action. In addition, the Settling  
8 Defendants shall notify the DTSC Project Coordinator verbally within forty-eight  
9 (48) hours and in writing within seven (7) days of any release of a hazardous  
10 substance at the Subject Property. Nothing in this Paragraph shall be deemed to  
11 limit any other notification requirement to which Settling Defendants may be  
12 subject, nor any defenses that the Settling Defendants may have with respect to any  
13 action brought by DTSC to recover the costs of the response action taken by it  
14 pursuant to this Paragraph.

15       4.5 Settling Defendants' Insurance. At least seven (7) days prior to  
16 commencement of any Work under this Third Consent Decree, Settling Defendants  
17 shall provide copies of insurance policies or other evidence satisfactory to DTSC  
18 that demonstrates that any contractor or subcontractor hired by the Settling  
19 Defendants to implement the Work pursuant to this Third Consent Decree has  
20 secured the insurance listed in items (a) through (e) below. Settling Defendants  
21 shall ensure the required insurance remains in force during the Work Period of this  
22 Third Consent Decree.

23           (a) Commercial general liability insurance with a combined single  
24 limit of at least \$1 million per occurrence;

25           (b) automotive liability insurance with combined single limits of at  
26 least \$2 million per accident;

1 (c) workers' compensation and employers' liability coverage of at  
2 least \$1 million for employees engaged in the implementation of this Consent  
3 Decree;

4 (d) pollution liability insurance with a combined single limit of at  
5 least \$1 million per occurrence; and

6 (e) excess/umbrella liability coverage in the aggregate amount of at  
7 least \$10 million.

8 4.6 Owner/Operator Status. The Plaintiffs agree, and by entering this  
9 Consent Decree the Court finds, that the Settling Defendants shall not be  
10 considered owners or operators of the BKK Facility, or arrangers for disposal or  
11 treatment of waste at the BKK Facility solely as a result of their performance of the  
12 Work under this Consent Decree or the Amended First or Second Consent Decree.  
13 BKK Corp. is the current owner and operator of the Subject Property and operator  
14 of the BKK Facility. Nothing in this Consent Decree shall relieve BKK Corp. of  
15 its statutory and regulatory obligations as the owner/operator of the Subject  
16 Property and operator of the BKK Facility, or require Settling Defendants to  
17 assume those obligations, including compliance with all applicable laws and  
18 permits with respect to the landfills, signing manifests for waste generated at the  
19 LTP, public notices under California Health and Safety Code sections 25249.5-  
20 25249.13 and other reporting obligations that are the responsibility of BKK Corp.  
21 as the owner and operator of the Subject Property, and operator of the BKK  
22 Facility.

23 4.7 Payment of Future DTSC Oversight Costs.

24 4.7.1 During the Work Period of this Third Consent Decree, and  
25 while the Second Consent Decree is still in effect, the Settling Defendants shall  
26 reimburse DTSC for Future DTSC Oversight Costs incurred to oversee the  
27 activities of Settling Defendants and their agents under the Consent Decrees, in the  
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1 sum of \$75,000 per month (which Settling Defendants credit as \$50,000 pursuant  
2 to the Second Consent Decree and \$25,000 pursuant to this Third Consent Decree).  
3 Payments of \$75,000 shall begin on the fifteenth day of the first full month  
4 following the Effective Date of this Third Consent Decree. Beginning in the first  
5 full month after the expiration of the Second Consent Decree and of any extensions  
6 thereof, and continuing until the end of the Work Period, the amount of monthly  
7 reimbursement required by this paragraph will be \$50,000 unless a subsequent  
8 consent decree specifies otherwise. In the event that the payments required by this  
9 Paragraph are not made on a timely or complete basis, Settling Defendants shall  
10 pay interest on the unpaid balance, calculated at the rate of return earned on  
11 investment in the Surplus Money Investment Fund pursuant to section 16475 of the  
12 California Government Code. The interest shall accrue from the date the payment  
13 was due, through the date of Settling Defendants' payment. Payments of interest  
14 under this Paragraph shall be in addition to such other remedies or sanctions  
15 available to Plaintiffs by virtue of Settling Defendants' failure to make timely  
16 payments under this Paragraph. Settling Defendants shall make all payments  
17 required by this Third Consent Decree in the manner described in Paragraph 10.16.

18           4.7.2 Documentation of Future DTSC Oversight Costs. DTSC shall  
19 continue to provide Settling Defendants with a Summary by Activity Report on a  
20 quarterly basis, documenting the Future DTSC Oversight Costs that have been  
21 incurred by DTSC. In the event that DTSC incurred less in Future DTSC  
22 Oversight Costs during the previous quarter than the amount Settling Defendants  
23 paid DTSC for that quarter, Settling Defendants shall receive a credit for any  
24 overpayment against future payments to be made pursuant to Paragraph 4.7.1 or  
25 pursuant to a subsequent consent decree.

26           4.8 Payment of DTSC Past Response Costs. The Settling Defendants  
27 shall pay DTSC one million dollars (\$1,000,000) in reimbursement of certain of  
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1 DTSC's Past Response Costs within thirty (30) days of the entry of this Third  
2 Consent Decree. DTSC will credit half of that payment (\$500,000) to costs for  
3 which DTSC provided a covenant not to sue in the Amended First Consent Decree  
4 or the Second Consent Decree and credit half of that payment (\$500,000) to costs  
5 for which DTSC has not provided a covenant not to sue.

6 V. AGREEMENTS BY DTSC

7 5.1 Postclosure Insurance Reimbursement.

8 5.1.1 For purposes of California Code of Regulations, title 22, §§  
9 66264.145 and 66265.145, DTSC authorizes Settling Defendants to perform  
10 certain postclosure care of the Subject Property and the Class I Landfill  
11 Investigation Area by conducting the Work that is related to postclosure care of the  
12 Subject Property and the Class I Landfill Investigation Area during the Work  
13 Period of this Third Consent Decree. As persons authorized to perform postclosure  
14 care of the Subject Property and the Class I Landfill Investigation Area, Settling  
15 Defendants shall be entitled to submit a claim for reimbursement of costs incurred  
16 in performing the Work pursuant to Paragraph 4.1 and Appendices C and D of this  
17 Third Consent Decree from Steadfast Insurance Company Policy No. PLC  
18 7969053-04 for postclosure care expenditures by submitting itemized bills to  
19 DTSC pursuant to California Code of Regulations, title 22, §§ 66264.145(e) and  
20 66265.145(d) as applicable and Exhibit F of this Third Consent Decree. Settling  
21 Defendants shall submit the reimbursement request at the close of each annual  
22 coverage cycle (May 31) and shall submit only one reimbursement request for each  
23 reimbursement cycle during the period covered by this Third Consent Decree.  
24 Provided that Settling Defendants perform the Work specified in this Third  
25 Consent Decree for a full reimbursement cycle, they shall be entitled to  
26 reimbursement up to the entire insurance proceeds for that reimbursement cycle  
27 (approximately \$1,340,000) minus up to \$120,000 on a first priority basis. Settling  
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1 Defendants shall consolidate requests for costs incurred under the Second and  
2 Third Consent Decrees; however, the maximum amount of that claim shall not  
3 exceed the amount specified in the prior sentence and the claim shall not include  
4 duplicate requests for any particular work. Where the Work Period of this Third  
5 Consent Decree partially overlaps with an annual insurance reimbursement cycle,  
6 the Settling Defendants shall be entitled on a first priority basis to a monthly pro-  
7 rata share of an amount equal to the entire insurance proceeds for that  
8 reimbursement cycle minus up to \$120,000 based on the duration of work  
9 performed by the Settling Defendants pursuant to this Consent Decree. Settling  
10 Defendants shall be entitled to those costs associated with the performance of work  
11 pursuant to Paragraph 4.1 herein, and which qualify for reimbursement under  
12 California Code of Regulations, title 22, § 66264.145 or 66265.145 as applicable.  
13 After Settling Defendants submit their request, DTSC agrees to review each  
14 reimbursement request within sixty (60) days of submission and, pursuant to the  
15 California Code of Regulations, title 22, §§ 66264.145 (e) or 66265.145 (d) as  
16 applicable, approve the reimbursement request if it meets the requirements of the  
17 regulations and the costs are eligible postclosure expenditures. Exhibit F provides  
18 the protocol for submittal of said requests for reimbursement.

19           5.1.2 If all or part of the remaining \$120,000 of the insurance  
20 proceeds (per reimbursement cycle) is not approved for reimbursement to BKK  
21 Corp. by DTSC, such proceeds shall be made available to reimburse the Settling  
22 Defendants pursuant to the terms of Paragraph 5.1.1.

23           5.1.3 DTSC shall not be liable for any denial of reimbursement by  
24 Steadfast Insurance Company or its successor or by a court. DTSC agrees to  
25 provide non-privileged information in its possession to the Settling Defendants  
26 necessary for securing reimbursement from Steadfast as authorized pursuant to  
27 Paragraph 5.1.

1           5.2 Site Coordination. DTSC and the Settling Defendants and their  
2 attorneys agree to work with each other and all other relevant entities to achieve a  
3 coordinated approach for all of the activities to be conducted at the BKK Facility  
4 during the Work Period of this Third Consent Decree.

5           5.3 Termination of ISE Order. Within seven (7) days of entry of this  
6 Third Consent Decree, DTSC will dismiss without prejudice the ISE Order, as  
7 against The Boeing Company, successor to Douglas Aircraft Company; Gemini  
8 Industries, Inc.; Lockheed Martin Corporation, successor to Lockheed California,  
9 International Light Metals Corporation, and Martin Marietta Carbon, Inc.;  
10 Raytheon Company, successor to Hughes Missile Systems; and Todd Pacific  
11 Shipyards. The dismissal shall be deemed effective retroactive to the date of entry  
12 of the Amended First Consent Decree. DTSC reserves the right to issue any other  
13 administrative order against Settling Defendants with respect to the BKK Facility,  
14 in accordance with the terms of this Consent Decree.

15 VI. DUE CARE/COOPERATION

16           6.1 Subject to Paragraph 4.6 above, the Settling Defendants shall exercise  
17 due care in performing work under this Third Consent Decree, and shall perform  
18 the Work required by this Third Consent Decree in compliance with all applicable  
19 local, state, and federal laws and regulations. Nothing in this Paragraph shall be  
20 deemed to (a) relieve BKK Corp. of the obligation to comply with any local, state,  
21 and federal laws and regulations applicable to it or permits issued to it with respect  
22 to the Subject Property or the Class III Landfill, or (b) require Settling Defendants  
23 to perform the obligations of BKK Corp. as owner and operator of the BKK  
24 Facility to comply with any such laws, regulations or permits.

25 VII. COVENANTS NOT TO SUE AND RESERVATIONS OF RIGHTS

26           7.1 Plaintiffs' Covenant Not to Sue. In consideration of the actions that  
27 will be performed and the payments that have been and will be made by Settling  
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1 Defendants under the terms of this Third Consent Decree and subject to Paragraph  
2 7.6 (Plaintiffs' Reservation of Rights) of this Third Consent Decree, the Plaintiffs  
3 covenant not to sue or take administrative action against Settling Defendants: (a)  
4 for the Work performed pursuant to this Third Consent Decree; (b) for recovery of  
5 Future DTSC Oversight Costs actually paid to DTSC by the Settling Defendants  
6 pursuant to Paragraph 4.7 above and (c) for recovery of those DTSC Past Response  
7 Costs as defined in this Third Consent Decree that are actually paid to DTSC by  
8 the Settling Defendants pursuant to Paragraph 4.8 above.

9 7.2 Nothing in this Third Consent Decree shall preclude the Plaintiffs  
10 from seeking the recovery of any response cost not recovered under this Third  
11 Consent Decree from any entity not a party to this Third Consent Decree.

12 7.3 Nothing in this Third Consent Decree shall preclude the Plaintiffs  
13 from seeking recovery from the Settling Defendants of any response costs  
14 Plaintiffs incurred after the Work Period of this Third Consent Decree or not  
15 otherwise included in the Covenant Not to Sue in Paragraph 7.1 above or in  
16 Paragraph 7.1 of the Amended First Consent Decree or the Second Consent  
17 Decree.

18 7.4 The Covenant Not to Sue set forth in Paragraph 7.1 above shall take  
19 effect upon the Effective Date of this Third Consent Decree. This Covenant Not to  
20 Sue is conditioned upon the complete and satisfactory performance by Settling  
21 Defendants of all obligations under this Third Consent Decree, including, but not  
22 limited to, performance of the Work pursuant to Paragraph 4.1, and full payment of  
23 Future DTSC Oversight Costs to the extent required by Paragraph 4.7. This  
24 Covenant Not to Sue extends only to Settling Defendants and does not extend to  
25 any other person or entity.

26 7.5 Plaintiffs' Standstill. Except as provided in Paragraphs 4.4 and 7.6(a)  
27 of this Third Consent Decree, the Plaintiffs agree not to take any additional  
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1 administrative or judicial actions against the Settling Defendants with respect to  
2 the BKK Facility or Class I Landfill Investigation Area until the earlier of: (a)  
3 fourteen (14) days after the date upon which a complaint (not including either the  
4 complaint filed concurrently with the lodging of this Third Consent Decree or a  
5 complaint or amended complaint in *California Department of Toxic Substances*  
6 *Control, et. al. v. American Honda Motor Co., Inc., et. al.*, No. CV-05-7746, (C.D.  
7 Cal. October 31, 2005)) is served on any Party requiring the performance of  
8 response actions, reimbursement of response costs, or contribution towards  
9 response costs incurred for the BKK Facility; (b) thirty (30) days following written  
10 notice from either DTSC or the Settling Defendants of that Party's intent to  
11 terminate the standstill; or (c) thirty (30) days before the Tolling Termination Date.  
12 Plaintiffs may utilize a single letter to terminate the standstills specified in the  
13 Second and Third Consent Decrees and the standstill specified in the Third Tolling  
14 Agreement, which was executed by representatives of DTSC and Settling  
15 Defendants on or about March 1, 2013.

16       7.6 Plaintiffs' Reservation of Rights. The Covenant Not to Sue set forth  
17 in Paragraph 7.1 above does not pertain to any matters other than those expressly  
18 specified therein. The Plaintiffs reserve, and this Third Consent Decree is without  
19 prejudice to, all rights against Settling Defendants with respect to all other matters,  
20 including but not limited to, the following:

21           (a) claims based on a failure by Settling Defendants and their  
22 successors or assignees to meet a requirement of or to otherwise enforce this Third  
23 Consent Decree;

24           (b) criminal liability;

25           (c) liability for damages for injury to, destruction of, or loss of  
26 natural resources, and for the costs of any natural resource damage assessment  
27 incurred by agencies;

1 (d) except as may otherwise be provided for herein, liability for  
2 violations of local, state or federal law or regulations;

3 (e) liability for any response actions at the BKK Facility not  
4 otherwise included in Paragraph 7.1 above; including, without limitation,  
5 implementation of any removal action recommended by the Engineering  
6 Evaluation/Cost Analysis required by the Second Consent Decree, implementation  
7 of any response action recommended by the Feasibility Study conducted pursuant  
8 to this Third Consent Decree, any investigation of groundwater contamination  
9 resulting from any area not included in the Class I Landfill Investigation Area, or  
10 any other removal or remedial action at or connected with the BKK Facility;

11 (f) liability for DTSC response costs other than those specifically  
12 included in Paragraph 7.1 of this Third Consent Decree or in Paragraph 7.1 of the  
13 Amended First or Second Consent Decrees;

14 (g) except as may otherwise be provided for herein, any liability  
15 arising from past, present or future ownership, operation, disposal, release, or  
16 threat of release of hazardous substances, pollutants or contaminants, at other sites  
17 besides the BKK Facility;

18 (h) except as may otherwise be provided for herein, liability based  
19 upon the Settling Defendants' ownership or operation of the BKK Facility, or upon  
20 the Settling Defendants' transportation, treatment, storage, or disposal, or the  
21 arrangement for the transportation, treatment, storage, or disposal of any hazardous  
22 substances, pollutants or contaminants at or in connection with the BKK Facility.

23 7.7 Except as provided in this Third Consent Decree, nothing herein shall  
24 limit the power and authority of DTSC or any other State agency to take, direct, or  
25 order all actions necessary to protect public health, welfare, or the environment or  
26 to prevent, abate, or minimize an actual or threatened release of hazardous  
27 substances, pollutants or contaminants, or hazardous or solid waste on, at, or from  
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1 the BKK Facility including the right to issue any administrative order against the  
2 Settling Defendants with respect to the BKK Facility not otherwise inconsistent  
3 with the terms of this Third Consent Decree. Further, except as specifically  
4 provided for in this Third Consent Decree, nothing herein shall prevent DTSC  
5 from seeking legal or equitable relief to enforce the terms of this Third Consent  
6 Decree, from taking other legal or equitable actions as it deems appropriate and  
7 necessary, or from requiring the Settling Defendants to perform additional  
8 activities after the end of the Work Period of this Third Consent Decree pursuant to  
9 CERCLA, the California Health and Safety Code, the California Code of  
10 Regulations, title 22, or any other applicable law.

11       7.8 Settling Defendants' Covenant Not To Sue. In consideration of  
12 Plaintiffs' Covenant Not To Sue in Paragraph 7.1 of this Third Consent Decree, the  
13 Settling Defendants hereby covenant not to sue and not to assert any claims or  
14 causes of action against DTSC, its authorized officers or employees, based on any  
15 regulatory action undertaken by DTSC with respect to the Subject Property from  
16 January 1, 2004 through the end of the Work Period of this Third Consent Decree.  
17 Nothing in this Paragraph precludes the Settling Defendants from pursuing any  
18 such claim based on regulatory action undertaken by DTSC during any other  
19 period.

20       7.9 Settling Defendants' Reservation of Rights. The Covenant Not To  
21 Sue set forth in Paragraph 7.8 and the Standstill Agreement set forth in Paragraph  
22 7.10 do not pertain to any matters other than those specifically addressed therein  
23 and apply only to the Plaintiffs and do not extend to any other department, agency,  
24 board or body of the State of California. The Settling Defendants reserve, and this  
25 Third Consent Decree is without prejudice to, all rights against the Plaintiffs with  
26 respect to all other matters, including, but not limited to, whether any work and/or  
27 oversight conducted by DTSC is not inconsistent with the NCP.

1           7.10 Settling Defendants' Standstill. The Settling Defendants agree not to  
2 take any judicial actions against the Plaintiffs with respect to the BKK Facility  
3 until the earlier of: (a) fourteen (14) days after the date upon which a complaint  
4 (not including the complaint filed concurrently with the lodging of this Third  
5 Consent Decree or a complaint or amended complaint in *California Department of*  
6 *Toxic Substances Control, et. al. v. American Honda Motor Co., Inc., et. al.*, No.  
7 CV-05-7746, (C.D. Cal. October 31, 2005)) is served on any Party requiring the  
8 performance of work, reimbursement of response costs, or contribution towards  
9 response costs incurred for the BKK Facility; (b) thirty (30) days following written  
10 notice from either DTSC or the Settling Defendants of that Party's intent to  
11 terminate the standstill; or (c) thirty (30) days before the Tolling Termination Date.  
12 Settling Defendants may utilize a single letter to terminate the standstills specified  
13 in the Second and Third Consent Decrees and the standstill specified in the Third  
14 Tolling Agreement, which was executed by representatives of DTSC and Settling  
15 Defendants on or about March 1, 2013.

16           7.11 Tolling Agreement. The Plaintiffs and Settling Defendants agree that  
17 all statutes of limitations and any other statute, law, rule or principle of equity of  
18 similar effect applicable to any rights, claims, causes of action, counterclaims,  
19 cross-claims and defenses with respect to the BKK Facility that Settling  
20 Defendants could assert against the Plaintiffs, or that the Plaintiffs could assert  
21 against any of the Settling Defendants, as of the Effective Date shall be tolled for  
22 the period between the Effective Date of this Third Consent Decree and the Tolling  
23 Termination Date, and this tolling period shall be excluded from all computations  
24 of any applicable period of limitations. Such potentially applicable statutes of  
25 limitations that are tolled by this agreement include, without limitation, any  
26 applicable time limits within which an action may be commenced against the  
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1 Plaintiffs under the provisions of the California Government Claims Act,  
2 California Government Code sections 900-960.8.

3 VIII. EFFECT OF SETTLEMENT/ CONTRIBUTION PROTECTION

4 8.1 With regard to claims for contribution against Settling Defendants, the  
5 Parties hereto agree, and by entering this Third Consent Decree the Court finds,  
6 that this Third Consent Decree has been negotiated by the Parties in good faith  
7 under the California Code of Civil Procedure section 877.6. Further, upon entry of  
8 this Third Consent Decree, the Court finds that the Settling Defendants are entitled  
9 to protection from contribution actions or claims as provided by CERCLA section  
10 113(f)(2), 42 U.S.C. § 9613(f)(2), or as otherwise provided by law, including state  
11 laws, for matters addressed in this Third Consent Decree. The matters addressed in  
12 this Third Consent Decree are (a) the Work described herein, including but not  
13 limited to, conducting a RI/FS as required by Paragraph 4.1.3, the Essential  
14 Activities required by Paragraph 4.1.1, and the groundwater monitoring required  
15 by Paragraph 4.1.2, to the extent that such work is actually performed by or on  
16 behalf of Settling Defendants and approved by DTSC; (b) Future DTSC Oversight  
17 Costs as defined in this Third Consent Decree that are paid pursuant to Paragraph  
18 4.7; and (c) those DTSC Past Response Costs as defined in this Third Consent  
19 Decree that are actually paid to DTSC by the Settling Defendants pursuant to  
20 Paragraph 4.8 above. The matters addressed in this Third Consent Decree do not  
21 include the items specified in paragraph 7.6(e) of Plaintiffs' Reservations of Rights  
22 herein.

23 8.2 Nothing in this Third Consent Decree shall be construed to create any  
24 rights in, or grant any cause of action to, any person not a party to this Third  
25 Consent Decree with respect to the BKK Facility. Each of the Parties to this Third  
26 Consent Decree expressly reserves, and this Third Consent Decree is without  
27 prejudice to, all rights (including, but not limited to, any right to contribution,  
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1 indemnification and/or reimbursement), defenses, claims, remedies, demands, and  
2 causes of action that each Party may have with respect to any matter, transaction,  
3 or occurrence relating in any way to the BKK Facility against any person not a  
4 party hereto.

5 8.3 The Settling Defendants agree that with respect to any suit or claim  
6 for contribution brought by them for matters related to this Third Consent Decree -  
7 - excluding any claim made against any California State entity -- they will notify  
8 DTSC in writing at least sixty (60) days prior to the initiation of any such suit or  
9 claim.

10 8.4 The Settling Defendants also agree that with respect to any suit or  
11 claim for contribution brought against them for matters related to this Third  
12 Consent Decree, they will notify DTSC in writing within ten (10) days of service  
13 of the complaint on them. In addition, Settling Defendants shall notify DTSC  
14 within ten (10) days of service or receipt of any Motion for Summary Judgment  
15 and within ten (10) days of receipt of any order from a court setting a case for trial.

16 8.5 DTSC agrees that with respect to any suit or claim for contribution  
17 brought against it for matters related to this Third Consent Decree, it will notify the  
18 Settling Defendants in writing within ten (10) days of service of the complaint on  
19 it. In addition, DTSC shall notify the Settling Defendants within ten (10) days of  
20 service or receipt of any Motion for Summary Judgment and within ten (10) days  
21 of receipt of any order from a court setting a case for trial.

22 8.6 In any subsequent administrative or judicial proceeding initiated by  
23 one or more of the Plaintiffs for injunctive relief, recovery of response costs, or  
24 other appropriate relief relating to the BKK Facility, Settling Defendants shall not  
25 assert, and may not maintain, any defense or claim based upon the principles of  
26 waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other  
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1 defenses based upon any contention that the claims raised by Plaintiffs in the  
2 subsequent proceeding were or should have been brought in the instant case.

3 IX. FUTURE COOPERATION

4 9.1 The Parties recognize that the Settling Defendants represent a subset  
5 of those who may be responsible for response actions at the Subject Property. The  
6 Parties also recognize that the Amended First Consent Decree, the Second Consent  
7 Decree, and this Third Consent Decree represent interim steps towards more  
8 permanent solutions to the long term operation and maintenance of the Subject  
9 Property that may include response actions to be performed by additional  
10 responsible parties. The Parties agree to work in good faith towards this long term  
11 solution.

12 9.2 Additional Potentially Responsible Parties (PRPs)

13 (a) DTSC has issued notices of noncompliance to respondents to  
14 the ISE Order who are not Parties to this Third Consent Decree. DTSC has issued  
15 notice letters to approximately 255 entities they believe to be additional potentially  
16 responsible parties. The Settling Defendants issued notice letters to additional  
17 potentially responsible parties including agencies of the State of California other  
18 than DTSC.

19 (b) If the Settling Defendants provide evidence and supporting  
20 documentation to DTSC in accordance with California Health and Safety Code  
21 section 25356.1.3 concerning the potential liability of any other person with  
22 respect to the BKK Facility, then DTSC will evaluate the information accordingly  
23 and take such actions as deemed appropriate in DTSC's sole discretion. These  
24 actions may include, but are not limited to, issuing notice letters, information  
25 requests, or final determinations of non-compliance with the ISE Order, or  
26 commencing judicial and administrative enforcement actions, or taking no action.

1 (c) DTSC shall work in good faith to provide the Settling  
2 Defendants with reasonable access to those BKK Corp. documents under DTSC  
3 control concerning waste disposal at the BKK Facility.

4 (d) DTSC and the Settling Defendants shall work together in good  
5 faith in addressing settlement issues with respect to other potentially responsible  
6 parties at the BKK Facility. Nothing in this Third Consent Decree shall prohibit  
7 any Party from bringing any action regarding the BKK Facility against any entity  
8 not a Party to this Third Consent Decree or settle any such action on any terms  
9 consistent with law.

10 9.3 The Parties may, by mutual written agreement, and with approval of  
11 the Court, extend some or all of the obligations and related provisions of this Third  
12 Consent Decree.

13 9.4 In the event the Parties have not already entered a fourth consent  
14 decree by the end of the Work Period, the Settling Defendants will negotiate in  
15 good faith with Plaintiffs regarding either a continuation of the Essential Activities  
16 and Groundwater Monitoring required herein or a smooth transition of those  
17 activities to DTSC.

18 X. GENERAL PROVISIONS

19 10.1 Project Coordinators. Settling Defendants' Project Coordinator is  
20 Roberto Puga, P.G. of Project Navigator, Ltd. Settling Defendants shall promptly  
21 notify DTSC in writing at least seven (7) working days before any proposed  
22 change in the identity of the Project Coordinator. Settling Defendants shall obtain  
23 approval from DTSC before the new Project Coordinator performs any work under  
24 this Third Consent Decree. DTSC's Project Coordinator is Dan Ziarkowski,  
25 Legacy Landfills Office. DTSC's Project Coordinator will be responsible for  
26 overseeing Settling Defendants' implementation of this Third Consent Decree.  
27

1           10.1.1 Each Project Coordinator shall be responsible for  
2 designating a person to act in her/his absence. All communications between DTSC  
3 and Settling Defendants concerning the Work shall be directed through the Project  
4 Coordinators.

5           10.2 Project Engineer/Geologist. The Work performed pursuant to this  
6 Third Consent Decree shall be under the direction and supervision of a qualified  
7 professional engineer or a professional geologist in the State of California, with  
8 expertise in hazardous substance site management and post-closure care of  
9 landfills. The Settling Defendants' Engineer/Geologists are Roberto Puga of  
10 Project Navigator and Andrew Barnes of Geosyntec Consultants. Settling  
11 Defendants shall promptly notify DTSC in writing at least seven (7) working days  
12 before any proposed change in the identity of either Project Engineer/Geologist.  
13 Settling Defendants shall obtain approval from DTSC before a new Project  
14 Engineer/Geologist performs any work under this Third Consent Decree.

15           10.3 Monthly Summary Reports. After the end of the first month after the  
16 Effective Date of this Third Consent Decree, Settling Defendants shall submit to  
17 DTSC a Monthly Summary Report of their activities under the provisions of this  
18 Third Consent Decree. The reports shall be received by DTSC by the 15th day of  
19 each month and shall describe:

- 20           (a) Specific actions taken by or on behalf of Settling Defendants  
21 during the previous calendar month;
- 22           (b) Actions expected to be undertaken during the current calendar  
23 month;
- 24           (c) All planned activities for the next calendar month;
- 25           (d) Any problems or anticipated problems in complying with this  
26 Third Consent Decree; and  
27  
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1 (e) All results of sample analyses, tests, and other data generated  
2 under this Third Consent Decree during the previous calendar month, and any  
3 significant findings from these data.

4 10.4 Quality Assurance/Quality Control. All sampling and analysis  
5 conducted by Settling Defendants under this Third Consent Decree shall be  
6 performed in accordance with Quality Assurance/Quality Control procedures  
7 submitted by Settling Defendants and approved by DTSC pursuant to the Amended  
8 First Consent Decree or this Third Consent Decree.

9 10.5 Submittals.

10 10.5.1 Each submittal and notification from Settling Defendants  
11 required by this Third Consent Decree shall both (a) be submitted electronically to  
12 DTSC in accordance with California Health and Safety Code section 57013 and  
13 any regulations or policies DTSC has adopted pursuant thereto and (b) be sent  
14 simultaneously in triplicate copy to:

15 Dan Ziarkowski  
16 Legacy Landfills Office  
17 Department of Toxic Substances Control  
18 8810 Cal Center Drive  
19 Sacramento, California 95826-3200

20 or to such other person as DTSC may identify in writing.

21 10.5.2 Settling Defendants shall provide to DTSC, upon request,  
22 copies of all documents and information within their possession or control or that  
23 of their contractors or agents relating to post-2003 activities at the Subject Property  
24 or Class I Landfill Investigation Area or to the implementation of this Third  
25 Consent Decree, including, but not limited to, sampling, analysis, chain of custody  
26 records, receipts, reports, correspondence, or other documents or information  
27 related to the Work. This paragraph shall not require Settling Defendants to  
28 produce any documents that they have previously produced to DTSC or that are  
privileged. Nor shall this paragraph require any individual Settling Defendant to

1 produce any document in its possession that it has not described or provided to any  
2 other Settling Defendant. DTSC will identify any request it issues pursuant to this  
3 Paragraph 10.5.2 as a request made pursuant to Paragraph 10.5.2 of the Third  
4 Consent Decree.

5 10.5.3 The Settling Defendants may assert that certain documents,  
6 records and other information are privileged under the attorney-client privilege or  
7 any other privilege recognized by federal law. If the Settling Defendants assert  
8 such a privilege in lieu of providing documents, they shall provide the Defendants  
9 with the following: (1) the title of the document, record, or information; (2) the  
10 date of the document, record, or information; (3) the name and title of the author of  
11 the document, record, or information; (4) the name and title of each addressee and  
12 recipient; (5) a description of the contents of the document, record, or information;  
13 and (6) the privilege asserted by Settling Defendants. However, no documents,  
14 reports or other information created or generated pursuant to the requirements of  
15 the Consent Decree shall be withheld on the grounds that they are privileged.  
16 Documents subject to the protective order issued in *California Department of*  
17 *Toxic Substances Control, et. al. v. American Honda Motor Co., Inc., et. al.*, No.  
18 CV10-03378, (C.D. Cal. June 27, 2010) are not required to be included on the  
19 privilege log.

20 10.6 Communications. All approvals and decisions of DTSC made  
21 regarding submittals and notifications will be communicated to Settling  
22 Defendants in writing by the DTSC Project Coordinator or his/her designee. No  
23 informal advice, guidance, suggestions or comments by DTSC regarding reports,  
24 plans, specifications, schedules or any other writings by Settling Defendants shall  
25 be construed to relieve Settling Defendants of their obligation to obtain such  
26 formal approvals as may be required by this Third Consent Decree.

27 10.7 DTSC Review and Approval.

1           10.7.1 All response actions taken pursuant to this Third Consent  
2 Decree shall be subject to the approval of DTSC. Settling Defendants shall submit  
3 all deliverables required by this Third Consent Decree to DTSC. DTSC shall  
4 revise and approve or reject the deliverables within 45 days of its receipt thereof or  
5 as soon as possible thereafter. Once the deliverables are approved by DTSC, they  
6 shall be deemed incorporated into, and where applicable, enforceable under this  
7 Third Consent Decree.

8           10.7.2 If DTSC determines that any report, plan, schedule or other  
9 document submitted for approval pursuant to this Third Consent Decree fails to  
10 comply with this Third Consent Decree, subject to Settling Defendants' right to  
11 invoke dispute resolutions pursuant to this Third Consent Decree, DTSC may:

12           (a) Modify the document as deemed necessary and approve the  
13 document as modified; or

14           (b) Return comments to Settling Defendants with recommended  
15 changes and a date by which Settling Defendants must submit to DTSC a revised  
16 document incorporating the recommended changes.

17           10.8 Access for DTSC/Access to Property Owned by Others.

18           10.8.1 DTSC has entered into the Right to Enter Agreement with  
19 BKK Corp., which requires BKK Corp. to provide full access to Parcel 3 of the  
20 BKK Facility to DTSC and its consultants, contractors and designees.

21           10.8.2 For purposes of gaining access to the BKK Facility, the  
22 Settling Defendants are deemed DTSC's designees.

23           10.8.3 Settling Defendants shall cooperate with DTSC to provide  
24 DTSC with access to the Subject Property consistent with applicable health and  
25 safety plans, laws and regulations. Settling Defendants shall provide access to data  
26 and facilitate access to laboratories used for analyses of the samples obtained  
27 pursuant to this Third Consent Decree at all reasonable times to employees,  
28

1 contractors, and consultants of DTSC. Nothing in this Paragraph is intended or  
2 shall be construed to limit in any way the right of entry or inspection that DTSC or  
3 any other agency may otherwise have by operation of any law.

4 10.8.4 The Settling Defendants shall also cooperate with DTSC to  
5 provide access to any other person not a party to this Third Consent Decree as  
6 directed by DTSC subject to applicable health and safety plans, laws and  
7 regulations. DTSC shall work with Settling Defendants to assure that all activities  
8 at the Subject Property and Class I Landfill Investigation Area are coordinated.

9 10.8.5 For property other than Parcel 3 of the BKK Facility to  
10 which access is required for the implementation of this Third Consent Decree and  
11 which is owned or controlled by persons other than Settling Defendants, Settling  
12 Defendants shall use best efforts to secure from such persons access for Settling  
13 Defendants, as well as for DTSC, its representatives, and contractors, as necessary  
14 to effectuate this Third Consent Decree. For purposes of this Paragraph, “best  
15 efforts” shall include the payment of reasonable sums of money in consideration  
16 for access.

17 10.8.6 If any access required to complete the Work is not obtained,  
18 Settling Defendants shall promptly notify DTSC and shall include in that  
19 notification a summary of the steps Settling Defendants have taken to gain access.  
20 DTSC may, as it deems appropriate, assist Settling Defendants in obtaining access.  
21 Settling Defendants shall be subject to liability for costs incurred by DTSC in  
22 obtaining access.

23 10.9 Sampling, Data and Document Availability. Settling Defendants shall  
24 permit DTSC and its authorized representatives to inspect and copy all sampling,  
25 testing, monitoring or other data generated by Settling Defendants or on Settling  
26 Defendants’ behalf pursuant to this Third Consent Decree. Settling Defendants  
27 shall submit all such data upon the request of DTSC. Copies shall be provided  
28

1 within seven (7) days of receipt of DTSC's written request. DTSC will identify  
2 any request it issues pursuant to this Paragraph 10.9 as a request made pursuant to  
3 Paragraph 10.9 of the Third Consent Decree. Settling Defendants shall inform  
4 DTSC at least seven (7) days in advance of all field sampling under this Third  
5 Consent Decree, and shall allow DTSC and its authorized representatives to take  
6 duplicates of any samples collected by Settling Defendants pursuant to this Third  
7 Consent Decree. DTSC shall have the right to take any additional samples that  
8 DTSC deems necessary. Upon request, DTSC shall allow Settling Defendants to  
9 take split or duplicate samples of any samples DTSC takes as part of its oversight  
10 of Settling Defendants' implementation of the Work.

11 10.10 Work Takeover. In the event DTSC determines that Settling  
12 Defendants have ceased implementation of any portion of the Work, are seriously  
13 or repeatedly deficient or late in their performance of the Work, or are  
14 implementing the Work in a manner which may cause an endangerment to human  
15 health or the environment, DTSC may assume the performance of all or any  
16 portion of the Work as DTSC determines necessary. Settling Defendants may  
17 invoke the procedures set forth in Section XIV (Dispute Resolution) to dispute  
18 DTSC's determination that takeover of the Work is warranted under this  
19 Paragraph. Costs incurred by DTSC in performing the Work pursuant to this  
20 Paragraph shall be considered response costs and shall be within the reservation of  
21 rights of Paragraph 7.6 of this Consent Decree. Notwithstanding any other  
22 provision of this Third Consent Decree, DTSC retains all authority and reserves all  
23 rights to take any and all response actions authorized by law.

24 10.11 Record Retention. Settling Defendants shall maintain a central  
25 depository of the data, reports, and other documents prepared pursuant to this  
26 Third Consent Decree. All such data, reports and other non-privileged documents  
27 generated as the result of this Third Consent Decree shall be preserved by Settling  
28

1 Defendants for a minimum of ten (10) years after the conclusion of all activities  
2 under this Consent Decree. If DTSC requests that some or all of these documents  
3 be preserved for a longer period of time, Settling Defendants shall either comply  
4 with that request or deliver the documents to DTSC, or permit DTSC to copy the  
5 documents prior to destruction. Settling Defendants shall notify DTSC in writing  
6 at least six (6) months prior to destroying any documents prepared pursuant to this  
7 Third Consent Decree. Nothing in this paragraph waives any other document  
8 retention requirements applicable to the Settling Defendants.

9       10.12 Government Liabilities. The State of California shall not be liable for  
10 any injuries or damages to persons or property resulting from acts or omissions by  
11 Settling Defendants, or related parties specified in Paragraph 10.21 (Parties  
12 Bound), in carrying out activities pursuant to this Third Consent Decree, nor shall  
13 the State of California be held as party to any contract entered into by Settling  
14 Defendants or its agents in carrying out activities pursuant to this Third Consent  
15 Decree.

16       10.13 Extension Requests. If Settling Defendants are unable to perform any  
17 activity or submit any document within the time required under this Third Consent  
18 Decree, Settling Defendants may, prior to expiration of the time, request an  
19 extension of the time in writing. The extension request shall include a justification  
20 for the delay. All such requests shall be in advance of the date on which the  
21 activity or document is due.

22       10.14 Extension Approvals. If DTSC determines that good cause exists for  
23 an extension, it will grant the request and specify a new schedule in writing.  
24 Settling Defendants shall comply with the new schedule incorporated in this Third  
25 Consent Decree.

26       10.15 Recoverable Costs. The Parties agree, and by entering the Third  
27 Consent Decree the Court finds, that all payments made to DTSC for Future DTSC  
28

1 Oversight Costs pursuant to this Third Consent Decree have been or are being  
2 made to reimburse DTSC for recoverable response costs as defined under  
3 CERCLA and the California Hazardous Substances Account Act, California  
4 Health and Safety Code Sections 25300, *et seq.*, and were incurred by DTSC with  
5 respect to releases or threatened releases of hazardous substances in connection  
6 with the BKK Facility in a manner that was not inconsistent with the NCP.

7 10.16 Payments. All payments made by the Settling Defendants pursuant to  
8 this Third Consent Decree shall be made by a cashier's or certified check made  
9 payable to the "Department of Toxic Substances Control," and bearing on its face  
10 the project code for the BKK Facility (Site # 300012-00) and the docket number of  
11 this Third Consent Decree. On each check, Settling Defendants shall state: "For  
12 BKK Costs." On each check, payments shall be further identified as either "BKK  
13 DTSC Oversight Costs" or "DTSC Response Costs" and shall be sent to:

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

19 A photocopy of the check shall be sent concurrently to DTSC's Project  
20 Coordinator.

21 10.17 Incorporation of Plans, Schedules and Reports. All plans, schedules,  
22 reports, specifications and other documents that are submitted by Settling  
23 Defendants pursuant to this Third Consent Decree are incorporated in this Third  
24 Consent Decree upon DTSC's approval or as modified pursuant to Paragraph 10.7,  
25 DTSC Review and Approval, and shall be implemented by Settling Defendants.  
26 Any noncompliance with the documents incorporated in this Third Consent Decree  
27 shall be deemed a failure or refusal to comply with this Third Consent Decree.

1           10.18 Modifications. Except as explicitly specified herein, this Third  
2 Consent Decree may only be modified in writing by mutual agreement by the  
3 Parties and approval of the Court.

4           10.19 Time Periods. Unless otherwise specified, time periods begin from  
5 the Effective Date of this Third Consent Decree.

6           10.20 Parties Bound. This Third Consent Decree applies to and is binding  
7 upon DTSC and its successors-in-interest and the Settling Defendants, and their  
8 corporate predecessors-in-interest, successors-in-interest, and affiliated companies  
9 identified in Exhibit G. Settling Defendants shall provide a copy of this Third  
10 Consent Decree to all contractors, subcontractors, laboratories, and consultants that  
11 are retained to conduct any work performed under this Consent Decree, within  
12 fifteen (15) days after (a) the Effective Date of this Third Consent Decree, or (b)  
13 the date of retaining their services, whichever is later. Settling Defendants shall  
14 condition any such contracts upon satisfactory compliance with this Third Consent  
15 Decree. Notwithstanding the terms of any contract, Settling Defendants are  
16 responsible for compliance with this Third Consent Decree and for ensuring that  
17 their successors-in-interest, affiliated companies identified in Exhibit G,  
18 employees, contractors, consultants, subcontractors, agents and attorneys comply  
19 with this Third Consent Decree.

20           10.21 Joint and Several Obligations. The obligations of the Settling  
21 Defendants to carry out all activities and to make the payments required by this  
22 Third Consent Decree are joint and several. In the event of failure of any one or  
23 more Settling Defendants to conduct the Work pursuant to this Third Consent  
24 Decree and/or to make the payments required under this Third Consent Decree, the  
25 remaining Settling Defendants shall be responsible for such Work and for such  
26 payments. In the event of the insolvency or other failure of any one or more  
27

1 Settling Defendants to implement the requirements of this Third Consent Decree,  
2 the remaining Settling Defendants shall complete all of the requirements.

3       10.22 Change in Ownership. No change in ownership or corporate or  
4 partnership status relating to the Subject Property shall in any way alter Settling  
5 Defendants' responsibility under this Consent Decree. No conveyance of title,  
6 easement, or other interest in the Subject Property, or a portion of the Subject  
7 Property, shall affect Settling Defendants' obligations under this Third Consent  
8 Decree. Unless DTSC agrees in writing that such obligations may be transferred to  
9 a third party, Settling Defendants shall be responsible for and liable for any failure  
10 to carry out all activities required of Settling Defendants by the terms and  
11 conditions of this Third Consent Decree, regardless of Settling Defendants' use of  
12 employees, agents, contractors, or consultants to perform any such tasks. Settling  
13 Defendants shall provide a copy of this Third Consent Decree to any subsequent  
14 owners or successors of any Settling Defendant before ownership rights or stock or  
15 assets in a corporate acquisition are transferred.

16 XI. DELAY IN PERFORMANCE/STIPULATED PENALTIES

17       11.1 For each day that the Settling Defendants fail to deliver a deliverable  
18 in a timely manner, fail to perform work of acceptable quality, or otherwise fail to  
19 perform the work required by this Third Consent Decree, including Exhibits C and  
20 D, Settling Defendants shall be liable for stipulated penalties as set forth below.  
21 Penalties begin to accrue on the day that the deliverable or performance is due, and  
22 continue to accrue until one of the following occurs: (a) DTSC notifies Settling  
23 Defendants that it will conduct the work; or (b) Settling Defendants submit the  
24 deliverable or perform the work in question and DTSC determines that the  
25 document or work is acceptable to DTSC (whichever is earlier). Payment of any  
26 Stipulated Penalties by Settling Defendants shall be due within thirty (30) days of  
27 receipt of a demand letter from DTSC.



1 Payment of stipulated penalties does not alter Settling Defendants' obligation to  
2 complete performance under this Third Consent Decree.

3 XII. PUBLIC COMMENT

4 12.1 This Third Consent Decree shall be subject to a public comment  
5 period for not less than thirty (30) days after lodging with the Court. DTSC may  
6 modify or withdraw its consent to this Third Consent Decree if comments received  
7 disclose facts or considerations that indicate that this Third Consent Decree is  
8 inappropriate, improper or inadequate.

9 XIII. EFFECTIVE DATE

10 13.1 The Effective Date of this Third Consent Decree shall be May 27,  
11 2015.

12 XIV. DISPUTE RESOLUTION

13 14.1 Any dispute that arises between the Parties with respect to an  
14 obligation under this Third Consent Decree shall, in the first instance, be the  
15 subject of good faith negotiations among the Parties. The Parties agree that they  
16 shall use their best efforts to resolve any dispute informally. In the absence of  
17 agreement, any Party may submit the matter to the Court for resolution. The Court  
18 shall retain jurisdiction over this matter and the parties for the purpose of  
19 interpreting and enforcing the terms of this Third Consent Decree, including the  
20 resolution of any such dispute.

21 XV. SIGNATORIES

22 15.1 Each undersigned representative of the Parties to this Third Consent  
23 Decree certifies that he or she is fully authorized to enter into the terms and  
24 conditions of this Third Consent Decree and to execute and legally bind the Parties  
25 to this Third Consent Decree.  
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APPROVED AS TO FORM AND CONTENT:

KAMALA D. HARRIS  
Attorney General of California

Dated: 7/21/16

\\ORIGINAL SIGNED BY\\  
James Potter  
Deputy Attorney General  
Attorney for Plaintiffs

Morgan, Lewis & Bockius LLP

Dated: 7/18/16

\\ORIGINAL SIGNED BY\\  
James Dragna  
Attorney for Settling Defendants

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CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND CALIFORNIA TOXIC SUBSTANCES CONTROL ACCOUNT

DATE: 6/21/2016

By: \\ORIGINAL SIGNED BY\\  
SIGNATURE

Richard B. Hume, P.E.  
NAME (printed or typed)

Chief, Legacy Landfills Office  
TITLE (printed or typed)

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CALIFORNIA RESOURCES CORPORATION.

DATE: June 24, 2016

By: \\ORIGINAL SIGNED BY\\  
SIGNATURE

Adam Smith  
NAME (printed or typed)

Managing Counsel  
TITLE (printed or typed)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
email: \_\_\_\_\_

1 MONTROSE CHEMICAL CORPORATION OF CALIFORNIA

2

3

4

DATE: July 12, 2016

By: \\ORIGINAL SIGNED BY\\  
SIGNATURE

5

6

Joseph C. Kelly  
NAME (printed or typed)

7

8

President  
TITLE (printed or typed)

9

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12

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14

Agent Authorized to Accept Service on Behalf of Above-signed Party:

15

Name: \_\_\_\_\_

16

Title: \_\_\_\_\_

17

Company: \_\_\_\_\_

18

Address: \_\_\_\_\_

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Phone: \_\_\_\_\_

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email: \_\_\_\_\_

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1 OXY USA Inc.

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4 DATE: June 15, 2016

By: \\ORIGINAL SIGNED BY\\  
SIGNATURE

MIKE ANDERSON

NAME (printed or typed)

Vice President

TITLE (printed or typed)

6

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14 Agent Authorized to Accept Service on Behalf of Above-signed Party:

15 Name: Frank A. Parigi

16 Title: Vice President

17 Company: Glenn Springs Holdings, Inc.

18 Address: 5005 LBJ Freeway

20 Dallas, TX 75244

21 Phone: (972) 687-7503

22 email: Frank-Parigi@oxy.com

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SMITH INTERNATIONAL INC.

DATE: July 15, 2016

By: \\ORIGINAL SIGNED BY\\  
SIGNATURE

Murat Aksoy  
NAME (printed or typed)

President, Bits & Drilling Tools  
TITLE (printed or typed)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: James Kurka  
Title: General Counsel, Bits & Drilling Tools  
Company: Smith International, Inc.  
Address: 300 Schlumberger Drive  
Sugar Land, Texas 77478  
Phone: (281) 285-3113  
email: jkurka@slb.com

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«Names» WYETH HOLDINGS LLC. f/k/a AMERICAN CYANAMID COMPANY

DATE: \_\_\_\_\_

By: \\ORIGINAL SIGNED BY\\  
SIGNATURE

Jeffrey H. Koenig  
NAME (printed or typed)

Chief Lit. Counsel  
TITLE (printed or typed)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Jeffrey H. Koenig

Title: Chief Lit. Counsel

Company: Cytex Industries Inc.

Address: 504 Carnegie Place

Princeton, NJ 08540

Phone: 609-860-4431

email: Jeffrey.Koenig@Solway.com

1 AMERICAN HONDA MOTOR CO., INC.; AMERON INTERNATIONAL  
 2 CORPORATION; ANADARKO E&P ONSHORE LLC; ASHLAND  
 3 CHEMICAL COMPANY; ATLANTIC RICHFIELD COMPANY; AZUSA  
 4 LAND RECLAMATION, INC.; BAKER HUGHES OILFIELD OPERATIONS,  
 5 INC.; BAKER PETROLITE CORPORATION; BAYER CROPSCIENCE INC.;  
 6 BIG HEART PET BRANDS; THE BOEING COMPANY; CHEMICAL WASTE  
 7 MANAGEMENT, INC.; CHEVRON ENVIRONMENTAL MANAGEMENT  
 8 COMPANY; CHEVRON MARINE LLC; CITY OF LOS ANGELES, ACTING  
 9 BY AND THROUGH THE LOS ANGELES DEPARTMENT OF WATER AND  
 10 POWER; CONOCOPHILLIPS COMPANY; CROSBY & OVERTON, INC.;  
 11 THE DOW CHEMICAL COMPANY; DUCOMMUN AEROSTRUCTURES,  
 12 INC.; ESSEX CHEMICAL CORPORATION; EXXON MOBIL  
 13 CORPORATION; FILTROL CORPORATION; GEMINI INDUSTRIES, INC.;  
 14 GENERAL DYNAMICS CORPORATION; GENERAL LATEX AND  
 15 CHEMICAL CORPORATION; HEWLETT-PACKARD COMPANY;  
 16 HONEYWELL INTERNATIONAL INC.; HUGO NEU-PROLER;  
 17 HUNTINGTON BEACH COMPANY; LOCKHEED MARTIN CORPORATION;  
 18 MARS, INC.; MORTELL COMPANY; MORTON INTERNATIONAL, INC.;  
 19 NATIONAL STEEL AND SHIPBUILDING COMPANY; NORTHROP  
 20 GRUMMAN SYSTEMS CORPORATION; THE PROCTER & GAMBLE  
 21 MANUFACTURING COMPANY; QUEMETCO, INC.; RAYTHEON  
 22 COMPANY; ROCKWELL AUTOMATION, INC.; ROHM AND HAAS  
 23 COMPANY; ROHR, INC.; SAN DIEGO GAS & ELECTRIC COMPANY;  
 24 SHELL OIL COMPANY; SOUTHERN CALIFORNIA GAS COMPANY;  
 25 SOUTHERN CALIFORNIA EDISON COMPANY; UNION CARBIDE  
 26 CORPORATION; UNION PACIFIC RAILROAD; UNISYS CORPORATION;  
 27 UNITED STATES STEEL CORPORATION; UNITED TECHNOLOGIES  
 28 CORPORATION; UNIVAR USA INC.; USA WASTE OF CALIFORNIA, INC.;  
 VIGOR SHIPYARDS, INC.; WASTE MANAGEMENT COLLECTION AND  
 RECYCLING, INC.; WASTE MANAGEMENT OF CALIFORNIA, INC.;  
 WASTE MANAGEMENT RECYCLING AND DISPOSAL SERVICES OF  
 CALIFORNIA, INC.; WESTERN WASTE INDUSTRIES; AND XEROX  
 CORPORATION.

19 DATE: 7/20/14

By: \\ORIGINAL SIGNED BY  
SIGNATURE

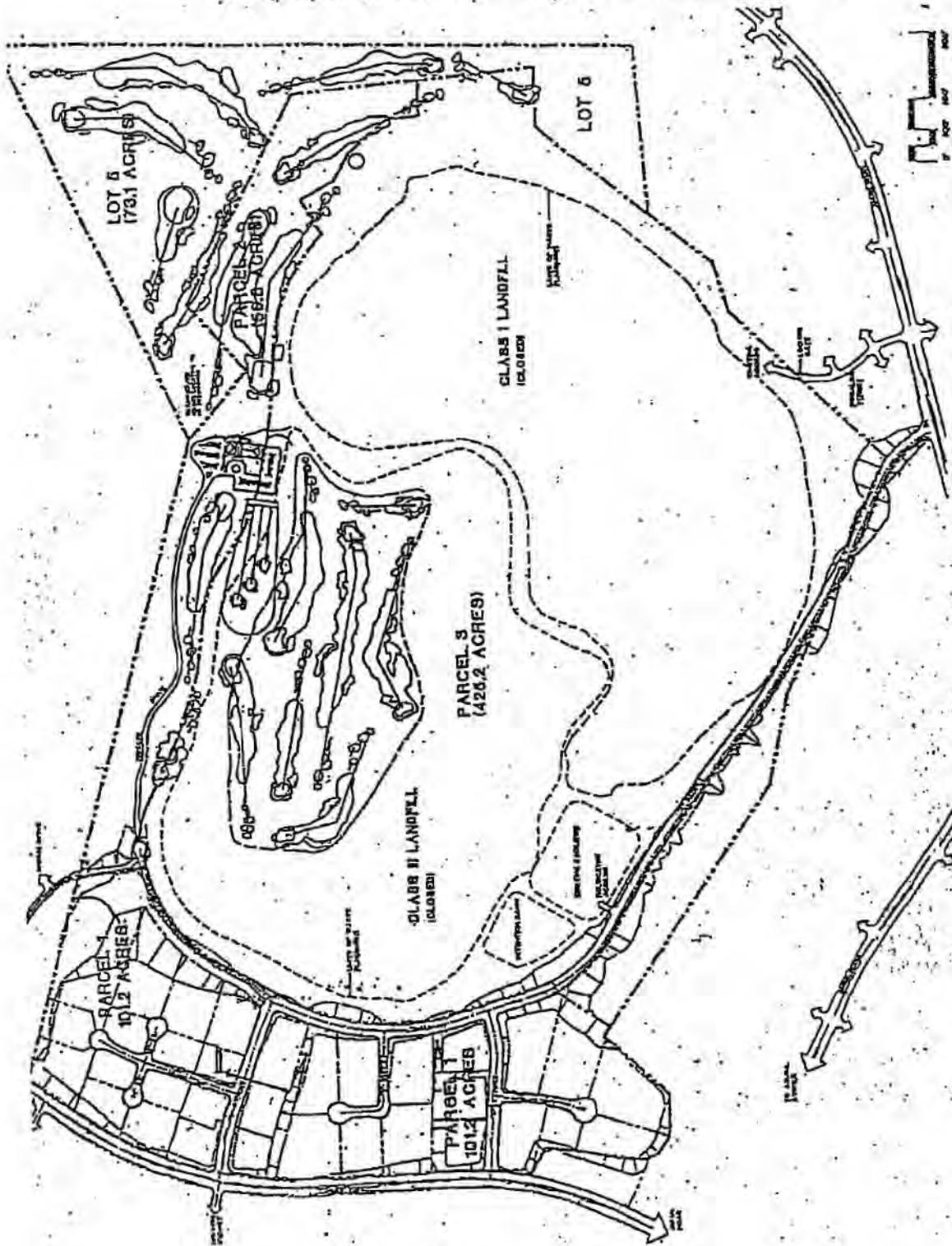
James J. Dragna  
NAME (printed or typed)

Common Counsel  
TITLE (printed or typed)

**EXHIBIT A**

EXHIBIT A-1

Map of BKK Facility and Surrounding Area



\* The parcel names and boundaries on this map may not be up-to-date.

## **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**

**Sampling and Analysis Plan  
Groundwater Wells  
BKK Landfill  
West Covina, California**

**February 2014**

ERRG Project Number 27-001

Prepared for:

State of California  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826

Prepared by:

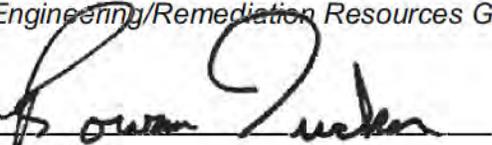


**ERRG**

Engineering/Remediation Resources Group, Inc.  
4585 Pacheco Boulevard, Suite 200  
Martinez, California 94553  
(925) 969-0750

**Sampling and Analysis Plan  
Groundwater Wells  
BKK Landfill  
West Covina, California**

Submitted by:  
Engineering/Remediation Resources Group, Inc.

  
Signature

2/6/2014  
Date

Rowan Tucker  
Name

Program Manager  
Title

  
Signature

2/5/2014  
Date

Steven W. Draper, PG, CEG  
Name

Senior Project Geologist  
Title

**CERTIFICATION**

This document was prepared under the direction and supervision of a qualified Certified Engineering Geologist.



Steven W. Draper, CEG  
Certified Engineering Geologist #1601

# Table of Contents

---

**SECTION 1. INTRODUCTION ..... 1-1**

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## Abbreviations and Acronyms

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BKK	BKK Corporation
CCR	California Code of Regulations
CFR	Code of Federal Regulations
COC	chain-of-custody
DO	dissolved oxygen
DTSC	California Department of Toxic Substances Control
EE/CA	engineering evaluation/cost analysis
ERRG	Engineering/Remediation Resources Group, Inc.
GPS	Galster Park Spring
LTP	leachate treatment plant
LARWQCB	Los Angeles Regional Water Quality Control Board
MDL	method detection limit
mL	milliliters
mL/min	milliliters per minute
MRP	Monitoring and Reporting Program
MS/MSD	matrix spike/matrix spike duplicate
O&M	operation and maintenance
ORP	oxidation-reduction potential
PRPs	primary responsible parties
QA	quality assurance
QC	quality control
RCRA	Resource Conservation and Recovery Act
RL	reporting limit
RPD	relative percent difference
SAP	sampling and analysis plan
SCS	SCS Engineering
SOPs	standard operating procedures

## **Abbreviations and Acronyms** *(continued)*

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SPI	Stipulated Permanent Injunction
SVOCs	semivolatile organic compounds
TSF	
USEPA	United States Environmental Protection Agency
VOA	volatile organic analysis
VOC	volatile organic compound
WDR	waste discharge requirements

## Section 1. Introduction

---

This sampling and analysis plan (SAP) presents a brief background of the BKK Landfill (Site) and groundwater monitoring well network; describes the scope of previous groundwater monitoring programs; describes the current groundwater monitoring and sampling requirements and program; and provides the procedures and techniques for the collection, handling, and analysis of groundwater samples from on- and offsite groundwater monitoring wells. The purpose is to satisfy the requirements of the groundwater monitoring and sampling program at the BKK Landfill pursuant to direction from the California Department of Toxic Substances Control (DTSC) and in accordance with the waste discharge requirements (WDRs), including a Monitoring and Reporting Program (MRP) issued by the Los Angeles Regional Water Quality Control Board (LARWQCB) on May 6, 2013 (LARWQCB, 2013). The analytical results for samples collected from selected monitoring wells in the BKK Landfill network will be used to evaluate the nature and extent of chemicals in groundwater originating from the Site and identify any potential future releases of chemicals.

### 1.1. PROJECT BACKGROUND

The Site is a 583-acre landfill facility located at 2210 South Azusa Avenue in West Covina, Los Angeles County, California, 91792 (Figure 1). The Site contains a closed 190-acre hazardous waste landfill (Class I Landfill), where hazardous waste and municipal solid waste were disposed of between 1972 and 1987, an adjacent closed 170-acre municipal solid waste landfill (Class III Landfill) which operated from 1987 to 1996, and related facilities. BKK Corporation (BKK) owns the portion of the Site that includes both the Class I and Class III Landfills. In 2003, the City of West Covina (City) entered into an agreement with BKK to purchase approximately 230 acres of land along the west, north, and east perimeter of the Site. The western portion of the Site along Azusa Avenue purchased by the City has been redeveloped and is mostly populated by commercial enterprises.

Approximately 3.4 million tons of liquid and solid hazardous waste was disposed of in the Class I Landfill during its operational period. Closure of the Class I Landfill was completed in 1989 and DTSC certified the Class I Landfill as closed in 1991. BKK monitored and maintained the post-closure care and maintenance of the Class I Landfill until November 2004, when DTSC assumed operation and maintenance (O&M) of the facility. At that time, DTSC implemented an emergency response action and hired Engineering/Remediation Resources Group, Inc. (ERRG) to conduct the following essential O&M tasks:

- Perform O&M of the irrigation and landfill gas collection systems (including coordination of ambient air sampling)

- Perform O&M of the leachate extraction wells and onsite leachate treatment plant (LTP)
- Manage site security
- Perform quarterly groundwater sampling

In March 2006, responsibility for the essential O&M tasks was transferred to a coalition of potentially responsible parties (PRPs) under a consent decree, while DTSC retained the groundwater monitoring program. SCS Engineering (SCS) performs the O&M tasks under contract to the PRPs, whereas ERRG performs groundwater monitoring and sampling under contract to DTSC. In August 2010, a second consent decree (U.S. District Court, 2010) was adopted that extended the provisions of the first consent decree and included provisions for the PRPs to conduct an engineering evaluation/cost analysis (EE/CA) for the Class I Landfill.

Throughout the two consent decrees, BKK has maintained responsibility for O&M activities on the Class III Landfill. However, SCS has performed gas monitoring and liquids collection because joint facilities like the LTP are operated and maintained by SCS. ERRG has performed groundwater monitoring activities for the Class III Landfill, but BKK is ultimately responsible for regulatory compliance.

## 1.2. REGULATORY FRAMEWORK

Discharges from the Site have been largely regulated by the LARWQCB, but lead regulatory agencies have been the U.S. Environmental Protection Agency (USEPA) and DTSC. As a result, groundwater sampling and analysis procedures were developed in accordance with applicable orders under LARWQCB File 63-031 (LARWQCB, 2013). In 1987, the file was revised by Order 87-039 to include monitoring of the Class III Landfill that operated until 1996. LARWQCB Order 93-062 modifying the WDRs for the Class III Landfill (LARWQCB, 1993) was adopted in June 1993.

BKK Corporation developed a MRP in 1996 to meet the requirements of Resource Conservation and Recovery Act (RCRA) post-closure groundwater monitoring requirements (Title 22 California Code of Regulations [CCR] Division 4.5, Chapter 14, Article 6), USEPA Corrective Action Order on Consent No. RCRA-09-89-0019, and the Class I Landfill Post-Closure groundwater monitoring requirements (LARWQCB, 1996). The MRP was revised several times until the last revision in November 1999.

On July 5, 2000, LARWQCB issued an order (Order No. 00-093) rescinding the WDRs for the BKK Class I Landfill (Order No. 84-041) and the Cease and Desist Order No. 84-080 for Miranda Springs. As a result, the LARWQCB WDRs only pertained to the Class III Landfill.

On May 6, 2013, LARWQCB issued revised WDRs, including a MRP, under File 63-031 (LARWQCB, 2013) (Appendix A). The 2013 WDRs establishes postclosure maintenance and waste discharge requirements for the Class III Landfill. The associated MRP establishes requirements for the monitoring

and sampling of 35 groundwater monitoring wells associated with the Class I Landfill and five groundwater monitoring wells associated with the Class III Landfill on a quarterly basis.

### 1.3. GROUNDWATER MONITORING WELL NETWORK

The groundwater monitoring well network at the BKK Landfill includes monitoring wells, extraction wells, observation wells, piezometers, confirmation wells, Miranda Spring wells, and offsite wells. The casing material in all wells is primarily polyvinyl chloride. Well casing diameters range from 1.52 to 6 inches, depending on well type, well size, well depth, and subsurface geology.

Most wells at the BKK Landfill were drilled in the 1980s and 1990s. Post-closure activities included installation of groundwater monitoring wells for monitoring purposes. Typically, one well was situated near the estimated center of the contaminant plume immediately downgradient of the contaminant source and another well was located outside the plume. For collection of background data, one well was placed outside the contaminant plume, upgradient (based on what was believed to be the groundwater flow direction) of the contaminant source. Additional wells were subsequently installed to monitor the types and concentrations of released chemicals.

During the First Quarter of 2013, the PRPs' consultants (Geosyntec Consultants and SCS) installed ten new groundwater monitoring wells downstream of the Barrier I structure. The wells have been incorporated into the monitoring well network and were sampled during the Fourth Quarter 2013.

Including the 10 new wells constructed in 2013, there are 188 groundwater monitoring wells at the BKK Landfill facility. All are listed by landfill classification in Table 1 and Table 2. Figure 2 shows the location of the wells that comprise the monitoring well network at the BKK Landfill facility.

The groundwater monitoring network at the BKK Landfill is divided into two major categories: Class I Landfill groundwater monitoring wells (Table 1) and Class III Landfill groundwater monitoring wells (Table 2). These wells are further designated as Effectiveness Monitoring Wells, Evaluation Monitoring Wells, and Detection Monitoring Wells based on their historical function and status. The "Effectiveness" designation refers to wells that monitor the effectiveness of the control systems (e.g., the groundwater extraction program) for the Class I Landfill. The "Evaluation" designation refers to monitoring wells that were located to evaluate contaminants in identified plumes. The "Detection" designation is only used for the Class III wells, which monitor the integrity of the Class III Landfill liner. Table 1 and Table 2 list the monitoring wells and their corresponding historical function and status.

The groundwater monitoring program also includes the Galster Park Spring (GPS) located in a park within a residential area north of and outside the boundary of the Class III landfill. Groundwater from GPS discharges into the City's storm sewer system. DTSC regulates the monthly monitoring of the spring because its source point is unknown and it is in close proximity to the landfill.

#### 1.4. SUMMARY OF PREVIOUS GROUNDWATER MONITORING PROGRAMS

Prior to the emergency response taken by DTSC in 2004, BKK performed all groundwater monitoring services. ERRG has performed groundwater monitoring services at the Site since being contracted by DTSC as a part of their emergency action response in 2004. As discussed in the following subsections, the groundwater monitoring program has been periodically revised, but the following tasks have generally been performed by ERRG since November 2004:

- Task 1 - Measurement of groundwater levels in monitoring wells on a monthly basis prior to sample collection.
- Task 2 - Collection of groundwater samples from Class I and Class III monitoring wells (including on- and offsite wells) for analyses listed in applicable WDRs or MRP.
- Task 3 - Collection of samples from GPS.
- Task 4 - Maintenance of Class I and Class III monitoring wells.

All samples collected by ERRG are sent to a subcontracted laboratory for analysis. The analytical and water level data are then provided to DTSC and BKK. BKK is responsible for submitting all required reports to LARWQCB and other regulatory agencies.

##### 1.4.1. Groundwater Monitoring Program - Prior to 2007

Prior to 2007, ERRG implemented a SAP that was developed in accordance with the monitoring requirements established in the 1999 revision of the BKK MRP and associated WDRs (ERRG, 2013a and 2013b). However, not all the monitoring wells listed in the 1999 BKK MRP were able to be sampled every quarter for various reasons. By the end of 2006, ERRG ceased sampling three monitoring wells (MW51A, MW51B, and CW27) along the North Haul Road due to accessibility issues. Well MW52 was completely abandoned and no longer exists. Water elevations were measured each month but were not constrained to a set schedule.

##### 1.4.2. Groundwater Monitoring Program - 2007 through 2012

From 2007 through 2012, ERRG collected groundwater samples from the six Class III Landfill monitoring wells, 19 Class I Landfill monitoring wells, and GPS on a quarterly basis. Groundwater samples were collected from an additional 20 Class I monitoring wells on an annual basis during the fourth quarter. The samples were generally obtained over the course of three months, but each routine monitoring well was required to be sampled between 10 and 13 weeks after the previous sample was obtained. Additionally, a leachate sample was collected from the 2,500-gallon sump that collects condensate and leachate from the Class III Landfill on an annual basis between 2005 and 2012.

Groundwater samples collected from the six Class III monitoring wells on a quarterly basis were analyzed for a full list of volatile organic compounds (VOCs); 1,4-dioxane; dissolved metals; total metals; total iron;

general chemistry and physical parameters; and anions. Groundwater samples collected from the 19 Class I monitoring wells on a quarterly basis were analyzed for a short list of VOCs, dissolved metals, total metals, total iron, general chemistry and physical parameters, and anions. Additionally, four of the 19 Class I wells were randomly selected and groundwater samples from those wells were also analyzed annually during the second quarter for semivolatile organic compounds (SVOCs), herbicides, and pesticides (Title 22 CCR Division 4.5, Chapter 14, Appendix IX). Groundwater samples collected annually from the six Class III monitoring wells were analyzed for a full list of VOCs; 1,4-dioxane; dissolved metals; total metals including total iron; general chemistry and physical parameters; and anions. Groundwater samples collected annually from the 39 Class I monitoring wells (20 routine and 19 non-routine) were analyzed for a short list of VOCs, dissolved metals; total metals including total iron; general chemistry and physical parameters; and anions.

Groundwater samples collected from GPS on a quarterly basis were analyzed for total organic halides. Leachate collected from the 2,500-gallon sump on annual basis was analyzed for chemicals listed in Appendix II of 40 Code of Federal Regulations (CFR) Part 258.

In accordance with the Stipulated Permanent Injunction (SPI), if any VOC not previously detected in a groundwater sample at a concentration above its reporting limit (RL) was detected above its RL, a groundwater sample would be collected from the well containing the detected chemical within 30 days from the date the laboratory analytical report was issued to confirm the presence of the VOC.

Between December 2008 and July 2009, groundwater samples were collected from each of the 45 routinely sampled monitoring wells and 107 of the 133 of the Class I monitoring wells not routinely sampled (Figure 3 and 4, respectively). The 107 Class I monitoring wells not routinely sampled were redeveloped prior to the collection of groundwater samples. Samples could not be collected from the remaining 26 monitoring wells because of various problems such as access issues, damaged casings, and dry wells.

Depth to groundwater levels were measured each month but were not initially constrained to a set schedule. In 2012, ERRG began collecting water level elevations from all groundwater monitoring wells during the first full week (5 consecutive working days) of each month. The objective was to measure the water level in monitoring wells, screened in similar zones, so that water elevation differences between the wells would be less likely attributed to normal water level fluctuations.

### 1.4.3. Groundwater Monitoring Program - First, Second and Third Quarters 2013

During the First Quarter 2013, samples were collected from 144 of the 172 Class I groundwater monitoring wells and the six Class III groundwater monitoring wells and analyzed for all chemicals listed in Appendix II of 40 CFR Part 258 (i.e., a full Appendix II scan), chemicals that could potentially be present (based on historical manifests and witness testimony), the degradation products of those chemicals, and other chemicals of interest (i.e., perchlorate and hydrocarbons) to DTSC and the PRPs. Analytical methods and

reporting limits were established for chemicals primarily using the drinking water standards listed in Title 22 of the CCR.

During the Second Quarter 2013, samples were collected only from the six Class III groundwater monitoring wells and analyzed for a full list of VOCs; 1,4-dioxane; dissolved metals; total metals including total iron; general chemistry and physical parameters; and anions.

Initially, it was the intent of DTSC to perform an additional full Appendix II analytical scan on groundwater samples collected from all Class I and Class III monitoring wells at the site during the Third Quarter 2013. However, DTSC decided that it would be more efficient to complete the second full Appendix II scan of groundwater monitoring wells over several quarterly sampling events instead of just one and revised the monitoring parameter list for Third Quarter 2013 accordingly.

Depth to groundwater was measured in all Class I and Class III monitoring wells on a monthly basis during 2013 and depth to groundwater was measured from each well prior to purging and sampling.

## 1.5. REPORT ORGANIZATION

After this introduction, the remainder of the SAP is organized as follows:

- Section 2 describes the current groundwater monitoring and sampling program for the Site.
- Section 3 summarizes the analytical groups that will be analyzed for in groundwater samples.
- Section 4 discusses the procedures for measuring water levels in the groundwater wells.
- Section 5 summarizes procedures for well purging prior to collection of samples.
- Section 6 describes the methods used to collect groundwater samples.
- Section 7 discusses the collection of field quality control (QC) samples.
- Section 8 presents procedures for handling and transport of groundwater samples.
- Section 9 summarizes the procedures for decontamination of equipment.
- Section 10 discusses field documentation.
- Section 11 describes the laboratory quality assurance (QA) procedures.
- Section 12 lists the supporting information and guidance used to prepare this SAP.

Figures and tables are provided after Section 12. The LARWQCB revised WDRs can be found in Appendix A. Appendix B contains the project-specific standard operating procedures (SOPs) for activities to be performed during this sampling event. Appendix C provides the necessary field forms.

## **Section 2. Current Requirements and Groundwater Monitoring and Sampling Program**

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The LARWQCB issued revised WDRs, including a MRP, under File 63-031 (LARWQCB, 2013), dated May 6, 2013. The 2013 WDRs and associated MRP regulates discharges from the Class III Landfill and establishes requirements for the monitoring and sampling of groundwater wells associated with both the Class I and Class III landfills and the analyses of groundwater samples collected from those wells. DTSC staff were informed that the revised WDR's had been adopted by the LARWQCB in July 2013, shortly after initiation of the Third Quarter 2013 groundwater sampling event. DTSC notified the LARWQCB that they had received the revised WDRs and would commence compliance with the requirements of that document during the Fourth Quarter 2013.

The 2013 MRP states that the requirements outlined in the monitoring and reporting program, with the exception for those associated with groundwater monitoring, only apply to the Class I Landfill until a groundwater monitoring program is adopted by USEPA and/or DTSC. No groundwater monitoring program has been developed by either agency thus far, but additional analytical suites including chemicals of interest have been added to the monitoring program by the DTSC and PRPs.

### **2.1. SUMMARY OF CURRENT REGULATORY REQUIREMENTS**

The 2013 MRP provides a list of 35 groundwater monitoring wells associated with the Class I Landfill and five groundwater monitoring wells associated with the Class III Landfill required to be monitored and sampled on a quarterly basis (Table 3 and Figure 5). The 2013 MRP identifies three groups of monitoring parameters (Indicator Parameters, Supplemental Parameters, and Other Chemicals of Concern) and identifies analytical suites associated with the Indicator Parameters and Supplemental Parameters. The 2013 MRP requires that the analytical suites associated with the Indicator Parameters be performed on a quarterly basis and the analytical suites associated with the Supplemental Parameters be performed on a semi-annual basis (second and fourth quarter).

In addition to quarterly sampling, the 2013 MRP requires that samples from all groundwater monitoring points be analyzed for the chemical constituents listed in Appendix II, Title 40 CFR Part 258 every five years beginning March 2018 and that samples of leachate be analyzed for the chemicals listed in Appendix II on an annual basis in October. Any chemical not included in the current Indicator Parameter list that is detected in groundwater or leachate is to be verified through the collection of an additional sample within 30 days. If the presence of that chemical is confirmed, the chemical will be designated an Indicator

Parameter and analyzed for on a quarterly basis, beginning with the next scheduled quarterly sampling event. As previously indicated, ERRG collected samples from the 2,500 gallon tank near the outlet of the Upper Detention Basin between 2005 and 2012 to satisfy similar leachate sampling requirements in the previous Class III Landfill WDRs. Beginning October 2013, BKK is responsible for the annual collection and analysis of a leachate sample in compliance with the 2013 WDRs and to notify DTSC of any new chemicals that need to be added as an Indicator Parameter.

In addition to the 2013 WDRs and MRP, groundwater monitoring at the BKK Landfill is performed in compliance with a SPI executed in 1988 ([Superior Court, 1988](#)). The SPI is a conditional contractual agreement imposed after a judicial hearing in the California Superior Court. The SPI was imposed on BKK Landfill to abate any alleged public nuisance to the people of West Covina, California. Section 3, Part B, "Monitoring of Static Water Levels" states that the past owners and the regulatory agencies agreed with the people of West Covina to "monitor" the static water levels on a monthly basis in all monitoring, extraction, and observation wells in the vicinity of Barrier 2 and Corehole 3 (C-3) on the Site. The SPI regulates the monthly monitoring of water levels in groundwater monitoring wells during each quarter of the year. It also requires annual depth-to-bottom measurements to be taken at each groundwater monitoring well.

All quarterly, annual, and any additional monitoring data will be forwarded to BKK for submittal to LARWQCB to meet the reporting requirements outlined in the 2013 WDRs. DTSC is responsible for the generation of semi-annual and annual reports presenting the results and evaluation of groundwater collected from wells associated with the Class I landfill and the submittal of those reports to BKK. BKK is responsible for the submittal of those reports, along with the required reports pertaining to the Class III landfill, to the LARWQCB.

## 2.2. CURRENT GROUNDWATER MONITORING AND SAMPLING PROGRAM

Beginning in October 2013 (Fourth Quarter 2013), samples will be collected from 35 Class I Landfill monitoring wells, six Class III Landfill monitoring wells, and GPS each quarter during January, April, July, and October in accordance with the 2013 MRP ([LARWQCB, 2013](#)). Although the 2013 MRP included only five of the six designated Class III Landfill monitoring wells, all six Class III monitoring wells will be included in the quarterly groundwater sampling program. GPS is monitored because its source point is unknown and it is in close proximity to the landfill. [Figure 2](#) shows the location of all existing groundwater monitoring wells associated with the Class I and Class III Landfills. [Figure 5](#) shows the location of the 35 Class I and six Class III Landfill wells designated for monitoring and sampling in the 2013 MRP. [Table 3](#) lists the 35 Class I and six Class III monitoring wells.

Groundwater samples will be collected from the 41 wells and GPS within a sufficiently narrow time-frame (within 3 calendar weeks) to constitute a single site-wide sampling event. All of the wells identified in the 2013 MRP for quarterly sampling are either currently equipped, or will be equipped, with dedicated pumps by the start of the Fourth Quarter 2013 sampling event. The sampling sequence for wells with dedicated

pumps will be determined based on the location of the wells to limit the amount of travel time between wells. Table 3 provides the proposed sampling order for the 41 wells.

Existing groundwater wells at the BKK Landfill that are not identified in the 2013 MRP for sampling are listed in Table 4 and the 26 wells that cannot be sampled due to physical restrictions are listed on Table 5 along with a brief description of the reason why the well cannot be sampled.

In 2018 and every five years thereafter, groundwater samples will be collected from all functional Class I and Class III groundwater monitoring wells and analyzed for the chemicals listed in Appendix II (Title 40 CFR Part 258, Appendix II).

Depth to groundwater measurements will continue to be collected from all Class I and Class III groundwater monitoring wells on a monthly basis and prior to purging and sampling.

## **Section 3. Current Groundwater Analytical Program**

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Chemicals of concern for the BKK Landfill are categorized by the LARWQCB as either Indicator Parameters or Supplemental Parameters. Chemicals identified as indicator parameters include those capable of providing reliable indication of a release from the landfill. Chemicals identified as supplemental parameters include those that provide important information regarding groundwater quality but are less reliable in indicating a potential release. As discussed in Section 2.1, any chemical not identified as an Indicator Parameter in the 2013 MRP, but which has been confirmed to be present in either groundwater or leachate, is to be designated an Indicator Parameter. Monitoring well groundwater samples are to be analyzed for indicator parameters on a quarterly basis (January, April, July, and October) and for supplemental parameters, in addition to the indicator parameters, on a semi-annual (April and October) basis.

### **3.1. INDICATOR PARAMETERS (QUARTERLY SUITE)**

Chemicals identified as Indicator Parameters include all those listed on Table T-2 of the 2013 MRP (Appendix A) and those confirmed to be present in groundwater and leachate at the BKK Landfill. Chemicals present in groundwater were identified through an evaluation of the groundwater analytical data collected during the First Quarter 2013. Chemicals present in leachate were identified through an evaluation of the analytical data for the sample collected from the 2,500 gallon tank in 2012 and for a sample collected from the LTP influent during the second quarter 2013.

USEPA analytical methods pursuant to SW-846 (USEPA, 2008) that include all the indicator parameter chemicals and will be performed on all quarterly groundwater samples, except that from GPS, are listed below.

- VOCs
- 1,2,3-Trichloropropane
- SVOCs, including 1,4-Dioxane
- N-Nitrosodimethylamine
- Chlorinated Herbicides
- Organochlorine Pesticides
- Metals (total)
- Mercury
- Hexavalent Chromium

- Perchlorate
- Total Petroleum Hydrocarbons as Oil-Range Organics
- Total Organic Halides (GPS only)
- 2,3,7,8-Tetrachlorobenzodioxin
- General chemistry
  - Ammonia (as Nitrogen)
  - Total Dissolved Solids
- Inorganic salts
  - Chloride
  - Chlorite
  - Sulfate
  - Sulfide

GPS is sampled on a quarterly basis and analyzed for total organic halides by USEPA Method 9020B in accordance with the SPI. Samples will be analyzed by the currently contracted laboratory using the most recent revisions (or applicable substitution) of applicable USEPA methods pursuant to SW-846 (USEPA, 2008).

### 3.2. SUPPLEMENTAL PARAMETERS (SEMI-ANNUAL SUITE)

Chemicals identified as Supplemental Parameters include all those listed on Table T-2 of the 2013 MRP and those of interest to DTSC and/or the PRPs. USEPA analytical methods pursuant to SW-846 (USEPA, 2008) that include all the supplemental parameter chemicals and will be performed on groundwater samples, except from GPS, on a semi-annual basis are listed below. The analysis of groundwater samples for supplemental parameters on a semi-annual basis are in addition to indicator parameters analyzed for on a quarterly basis.

- Metals (dissolved), including iron and hexavalent chromium
- Total Calcium, Sodium, Boron, and Iron
- Diquat
- Formaldehyde
- Nitroaromatics and nitramines
- General chemistry
  - Alkalinity as calcium carbonate
  - Bicarbonate ion as bicarbonate
  - Chemical Oxygen Demand
  - Total Cyanide

- Total Organic Carbon
- Nitrate as Nitrogen

Samples will be analyzed by the currently contracted laboratory using the most recent revisions (or applicable substitution) of applicable USEPA methods pursuant to SW-846 (USEPA, 2008). The type, size, and number of sampling containers for each analytical method is provided on the Sampling Checklist in [Appendix C](#), which also lists the type of preservatives to be used in each container (if any).

## Section 4. Measurement of Water Levels

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In 2010 and 2011, several reference points were surveyed by Towill, Inc. at all monitoring wells. Water levels will be gauged monthly in all accessible network wells with water and will typically be measured during the first full week (5 consecutive working days) of each month. This will be accomplished by measuring the distance between the water surface and the permanent surveyed reference point on the north side of the interior well casing. The water level will be measured using an electronic water level meter that signals contact with the water surface. The electronic indicator tape is graded to 0.01 foot. Measurements will be repeated until two consecutive readings are within 0.01 feet. There is no specified time interval over which the two consecutive readings are taken, but the second reading will be performed within several minutes of the first reading. The date and time of measurement, monitoring well number, static depth to groundwater, personnel performing the measurements, reference point description, and other relevant monitoring data will be recorded on a Monthly Water Surface Elevation Log (see [Appendix C](#)).

In addition to monthly water level measurements, the depth to water will be measured at each of the 41 wells prior to purging and quarterly sampling. Water levels that are measured during sampling to monitor drawdown will be noted on the Sampling Checklist and the Purge Log provided in [Appendix C](#) (see Section 10 for further descriptions of these forms). The water level indicator also may be used to measure the total well depth.

Depth to bottom measurements will be obtained each year at all monitoring wells. Typically this event will take place during the 3<sup>rd</sup> quarter of the year. Some wells are known to have obstructions or damage to the casing that does not allow full depth measurements to be taken. ERRG will make reasonable efforts to clear obstructions in order to get representative depth to bottom measurements.

Section 4 of [Appendix B](#) describes the SOPs to be used when measuring groundwater levels during sampling.

## Section 5. Purging of Well Water

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Before samples are collected, the well will be purged until field parameters stabilize. Purging will be consistent with established low-flow and minimal drawdown methods. The goal of low-flow sampling is to achieve formation-representative samples at a flow rate that minimizes drawdown. To meet this goal, the flow rate will not exceed 250 milliliters per minute (mL/min) for samples collected for analysis of VOCs and SVOCs.

Drawdown must be measured and recorded to avoid purging a well to dryness. During low-flow purging and sampling, drawdown should be limited to 4 inches or less (USEPA, 1996). However, in wells with slow recharge rates, the 4-inch limit may not be achievable. In these instances, drawdown will be limited while achieving parameter stabilization. If the well purges dry, it will be allowed to recharge and then immediately sampled. The Field Log and Sampling Checklist will clearly state the conditions of sampling to flag the resultant analytical data (Appendix C).

Purge fluids will be collected and placed in labeled buckets that will be emptied to a portable tank or drum. The contents of each container or tank, as well as any temporary water discharge line tubing, will be removed and disposed of at the onsite LTP.

The following subsections provide an overview of well purging tasks. Appendix B describes the SOPs to be used when purging well water.

### 5.1. GAUGING OF WELL WATER

Prior to purging, water levels will be sounded as described in Section 4. The well will then be purged until field parameters stabilize (see Section 5.2).

Although not currently anticipated, if conditions require the use of a nondedicated pump to purge the well, a backup, submersible variable speed sampling pump (e.g., QED low-flow pump or equivalent) and controller box will be used. Compressed nitrogen will be used to power the pump and controller box. Unless dedicated discharge tubing is present inside the well casing, new and unused discharge tubing will be provided. Well purge data, including date and time, monitoring well number, volume of groundwater evacuated, purge rate, measurements of field parameters, method of purging, and personnel performing the purging, will be recorded on the appropriate field data forms in Appendix C (see Section 10).

All nondedicated equipment that contacts groundwater and well casings will be decontaminated following the procedures discussed in Section 2.3 of Appendix B or disposed of between wells.

At extraction wells equipped with centrifugal pumps, discharge rates of 250 mL/min are not achievable. Liquid in the extraction wells is evacuated on an ongoing basis; therefore, purging before sampling is unnecessary. The sample bottles will be filled to minimize sample aeration using a sample port on the discharge line to regulate flow (see Appendix B, Section 5.1.3).

## 5.2. FIELD PARAMETERS

The following field parameters will be measured and recorded: pH, electric conductivity, oxidation-reduction potential (ORP), turbidity, dissolved oxygen (DO), and temperature. Field parameters will be measured and recorded during purging of each well using in-line instruments to ascertain when parameters have stabilized. Field parameters will be measured every 2 minutes and are considered stable when three consecutive measurements of all field parameters comply with stabilization criteria listed in Section 5.2 of Appendix B. Field parameters of wells equipped with centrifugal pumps will only be measured once, because purging and confirmation of stabilization is not necessary (as explained in Appendix B, Section 5.1.3).

Prior to use each day, instruments will be calibrated in accordance with the SOPs in Section 3 of Appendix B.

## Section 6. Collection of Groundwater Samples

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If conditions require the use of a backup nondedicated pump to collect samples, a submersible variable speed sampling pump (e.g., QED Low-flow or equivalent) will be carefully and slowly lowered into the well to minimize agitation of sediments and possible degassing. The backup pump will be placed at the same depth as the dedicated pump. Turbidity measurements during parameter stabilization will be used to gauge reestablishment of steady-state conditions.

If an additional well is requested to be sampled and does not have a dedicated pump, a nondedicated pump will be set at approximately the same depth used during the previous sampling event at each respective well. For new wells without recorded water level or sample data, the target depth will be the center of the well's screened interval, or 5 feet below the groundwater surface (whichever is lower).

The intent of the target depth is to obtain data from the most representative section of the screen interval. Geophysical surveys may be conducted at all wells with long screen intervals (any screen interval greater than 25 feet) to gain a better understanding where groundwater flows are entering the well. Analytical and groundwater elevation data obtained from the wells will also be evaluated each quarter to assess whether the target depth for any pump needs to be modified prior to the next sampling event. [Table 1](#) and [Table 2](#) will be updated periodically to reflect the most current data, and a new schedule will be created to replace [Table 3](#) and [Table 4](#). The schedules will include updated target depths (if any) for the pumps and the most recent monthly water surface elevation at each well.

### 6.1. SAMPLE COLLECTION

Samples will be collected in containers supplied by a state-certified analytical laboratory. The laboratory will clean and add preservatives (if required) to the containers before shipment to the project location in accordance with the laboratory's QA program. All sampling containers will arrive with laboratory-supplied preservatives, as required in the sample checklist ([Appendix C](#)). During sample collection, care will be taken to ensure bottles that contain a preservative are not overfilled, thus diluting the preservative.

Samples for analysis of dissolved metals will be poured into an unpreserved sample bottle and will be filtered by the laboratory upon receipt. Samples for analysis of total metals will be unfiltered and poured directly into a bottle that has been acidified by the laboratory with nitric acid to a pH of less than 2.

Samples for analysis of perchlorate will be filtered in the field, using a 26 mm disposable surfactant-free cellulose acetate and 0.2  $\mu\text{m}$  syringe filter, poured directly into a laboratory supplied sterile bottle.

Volatile organic analysis (VOA) vials for analysis of VOCs will be filled slowly, with laminar flow and no bubbles to minimize aeration until a positive meniscus is achieved. Each VOA vial will be checked for the presence of air bubbles. If a bubble is present, either more sample water will be added to the VOA vial or a new VOA vial will be used. If the sample cannot be collected without bubbles, this condition will be noted on both the field parameter stabilization and sampling form and the chain-of-custody (COC) form (Appendix C).

Samples bottles will be collected in the order specified in the Sampling Checklist in Appendix C. Sample bottles will be filled over an appropriate receptacle (e.g., bucket) to contain any spillage. All SOPs for sample collection are discussed in detail in Appendix B.

## 6.2. SAMPLE LABELING

Sample containers will contain labels with preprinted information or with a permanent marker in advance of being taken into the field. Each container will be labeled with a unique identification number corresponding to the well number. Also, each label will indicate the analyte or analyte suite, analytical method number, and preservative. For example, sample containers for well MWC9R will be labeled "MWC9R" with suffixes or prefixes as necessary, followed by the analyte suite, and analytical method number. This information mimics the information on the field COC form and the laboratory COC form. QC samples (e.g., duplicates) will have a unique identifier, which will be blind to the laboratory as described in Section 7.5. Resamples will be designated with a suffix to indicate that it is a resample. See Section 6 of Appendix B for detailed procedures. COC procedures to be followed to accurately track the transfer and storage of samples between time of collection and analysis by the laboratory are described in Section 10.6.

## **Section 7. Collection of Field Quality Control Samples**

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A field QC sampling program is implemented during each sampling event. Results of the field QC analyses are used to check the precision of the sampling and laboratory analyses and to identify the existence of any source of external contamination in the sample. Field QC samples consist of equipment blanks, trip blanks, field duplicate samples, matrix spike/matrix spike duplicate (MS/MSD) samples, and source water.

Field QC samples are submitted to the laboratory and analyzed following the same procedures used for the original field samples. Analytical results of these samples are included in the associated groundwater monitoring report. If contaminants are found in the equipment or trip blanks, attempts will be made to identify the source of contamination and corrective measures will be initiated.

### **7.1. EQUIPMENT BLANKS**

Equipment blanks are used to determine the effectiveness of decontamination procedures for sampling equipment and will be collected when nondedicated or nondisposable sampling equipment is used. An equipment blank sample consists of distilled or deionized water poured over or pumped through the decontaminated sampling equipment and into the sample containers. The sample is then analyzed for the same chemicals as requested for the sample collected at the site. Equipment blanks will be collected for all sampling equipment that comes into contact with the sampled liquids and is both nondedicated and nondisposable. This included the water level meter, any nondedicated submersible pump that may be required, and any new equipment brought on site prior to use. Equipment blank samples will be collected at a frequency of one per type of nondedicated and nondisposable sampling equipment per crew for each day. Equipment blanks will be collected from nondedicated pumps at the end of each day for each crew. The sample identification for equipment blanks will identify the type of equipment the sample was collected from.

### **7.2. FIELD BLANKS**

Field blanks are used to determine the effect of atmospheric conditions or airborne contaminants on the samples. A field blank sample consists of a VOA vial of distilled or deionized water opened to the atmosphere during sampling. The sample is then analyzed by the laboratory for VOCs only. Field blank samples will be collected at a frequency of one per crew for each day or more often if atmospheric conditions suggest that elevated concentrations of VOCs may be present. The sample identification for

field blanks will identify that the sample is a field blank (FB-1) and the location where the sample was collected will be noted on the COC form.

### **7.3. TRIP BLANKS**

Trip blanks consist of a known laboratory reagent or deionized water in the container used for the storage and shipment of samples. The sample is then analyzed by the laboratory for VOCs only. These samples are generated by the container preparer at the laboratory, transported to the field along with the sample containers, kept with the sample containers continually, and returned to the laboratory without being opened. Trip blanks are used to document possible contamination attributed to shipping and field handling procedures.

### **7.4. TEMPERATURE BLANKS**

Temperature blanks are used to measure the temperature of samples on receipt at the laboratory. These samples are generated by the container preparer at the laboratory, transported to the field along with the sample containers, kept with the sample containers continually, and returned to the laboratory without being opened.

### **7.5. FIELD DUPLICATES**

A field duplicate sample is collected at the near-identical time and location of its original. Analysis of the duplicate sample provides an indication of the precision of the sampling and analytical processes. The results obtained from the measurement of the field duplicate sample reflect the total precision of the sampling procedure and the variability in collecting samples that supposedly represent one sampling location.

The procedures for obtaining the field duplicate are identical to its original. Immediately after each original sample bottle is filled, a duplicate sample bottle for the same analysis will be filled. The same container type, preservative, and sampling technique will be used. Duplicate samples will be submitted as “blind” duplicates. Blind duplicate samples will be labeled with a different identification number that contains no indication of the associated primary sample. The blind duplicate sample will be assigned a fictitious sample time, so it is not apparent to the laboratory that it was collected at the same time as the original sample. Blind duplicate samples will be labeled with an identification number (alias) that is a fictitious well number, derived from the BKK database for each location that will be unknown to the laboratory. The third-party data validator will change all alias identification numbers back to the proper identification number for each sample, prior to the upload of analytical data to the BKK database. The frequency of duplicate samples is 1 for every 20 samples per sampling event.

## **7.6. MATRIX SPIKE/MATRIX SPIKE DUPLICATE**

For each sampling batch (20 samples of 1 matrix type), additional fluid is collected to allow the laboratory to prepare one MS and one MSD. The relative percent difference (RPD) in MS/MSD is monitored, and laboratory in-house control limits are calculated from these results.

The procedures for collecting the MS/MSD samples are similar to those for collecting a field duplicate sample, except additional bottles are collected only for selected analysis and are not labeled with “dup.” Immediately after each original sample bottle is filled, additional sample bottles for the same analysis are filled. The extra bottles are labeled with the same sample number as the originals. The same container type, preservative, and sampling technique are used. Each MS/MSD bottle is analyzed for the same parameters specified for the original sample. MS/MSD results, as well as laboratory control sample results, will be added to the database.

## **7.7. SOURCE WATER USED FOR EQUIPMENT RINSATE BLANK**

An aliquot of the same organic-free distilled or deionized water used during the field cleaning process will be collected as a source water blank. This blank will be used to determine whether the organic-free distilled or deionized water is free of contaminants. If contaminants are detected in an equipment rinsate blank, it is necessary to know whether the water used in the process was contaminated before it can be determined whether the field cleaning process is inadequate. One organic-free distilled or deionized water blank will be analyzed for the same chemicals as the field samples at the beginning of each sampling event.

## Section 8. Sample Handling and Shipping

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Samples will be handled in an appropriate manner to ensure the integrity of the sample. Ice chests are used as transport containers. Filled sample bottles are placed immediately in ice chests and cooled with wet ice to a temperature of approximately  $4^{\circ}\text{C} \pm 2^{\circ}\text{C}$ . Sample containers are not to be placed in direct sunlight. The sample bottles may be contained in plastic bags in the ice chests to minimize moisture contact on the labels. Glass sample bottles are covered with vermiculite packing, plastic bubble wrap, or similar packing material to prevent breakage during transport. Required COC forms (discussed in [Section 10.6](#)) will be completed and transferred with the sample(s). All coolers will have custody seals placed on the outside of the coolers in three locations (front and two sides).

Shipment of the samples to the laboratory will be by overnight or local same-day courier service, typically provided by the laboratory. Samples requiring analysis within 24 hours will be submitted to the laboratory at the close of each sampling day. Once samples are sealed inside the shipping container, if they are relinquished to a shipping company, the shipping airbill serves as the COC record during transport until delivered to the analytical laboratory. If sampling personnel take the samples directly to the laboratory, delivery occurs either the same day the sample is collected, when possible, or the following day. Upon receipt, the laboratory checks the contents of the shipping container to confirm that the samples are still within the correct temperature range.

To maintain adequate COC, samples will not be left unattended in vehicles. If a cooler or other sample container must be unattended, it shall be in a locked room at all times. Section 6 in [Appendix B](#) further discusses sample handling and shipping procedures.

## **Section 9. Equipment Decontamination Procedures**

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Nondedicated equipment used during groundwater sampling events is decontaminated prior to sampling at each well and at the end of each sampling day. Upon completion of the last decontamination at the end of the day, nondedicated equipment will be wrapped in a clean protective cover and placed in overnight secure storage. Several different types of equipment relating to measurement of water levels, measurement of field parameters, and collection of groundwater samples may require decontamination. Fluids generated as a result of decontamination procedures will be contained and disposed of at the onsite LTP.

### **9.1. WATER LEVEL INDICATOR**

Water levels in wells are measured throughout the sampling program at the BKK Landfill using a water level indicator, as described in [Section 4](#). Water level indicators also may be used to measure the well depth. Prior to use in each well, the measurement probe of the water level indicator, which contacts groundwater inside the well casing, is decontaminated using a distilled or deionized water rinse. Upon removal from a well casing, all parts of the water level indicator that may have had contact with groundwater and the well casing, including the permanent line/cable, are decontaminated using a low alkaline, nonphosphate detergent solution followed by a tap water and distilled or deionized water rinse. Isopropanol alcohol may also be used, as discussed in [Appendix B](#). The water level indicator is then placed in a closed protective container. Section 2.1 of [Appendix B](#) further describes decontamination procedures for the water level indicator.

### **9.2. FIELD PARAMETER MEASUREMENT EQUIPMENT**

Specified field parameters are measured during evacuation of water from wells at the BKK Landfill facility (see [Section 5.2](#)). Prior to measuring field parameters, parts of the field measurement equipment that may come into contact with extracted groundwater are rinsed with distilled or deionized water. Isopropanol alcohol may also be used, as discussed in [Appendix B](#). Water flows into the field parameter monitoring device (flow-through cell), thus the measuring device never comes into contact with the water being collected and decontamination of the equipment is not critical except for normal maintenance and health and safety requirements. In wells equipped with bladder pumps, extracted groundwater is pumped through an assembly and past labile parameter probes into a wastewater receptacle during purging.

Section 2.2 of [Appendix B](#) further describes the procedures for decontaminating all used probes.

### 9.3. RENTED NONDEDICATED SAMPLING EQUIPMENT

Nondedicated sample pumps and other equipment may be rented from equipment rental companies. Such rented equipment and any equipment brought onto the site from elsewhere, including pumps, shall be decontaminated before initial use. Upon decontamination, equipment blanks will be collected. Section 2.3 of Appendix B further describes decontamination procedures for nondedicated pumps.

Fluids generated during decontamination procedures will be contained and disposed of at the onsite LTP. Any nondedicated sample tubing that contacts groundwater or the interior of a well will be disposed of at the onsite LTP after sampling is completed to prevent potential cross-contamination between wells.

## **Section 10. Field Documentation**

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Activities conducted during sampling events at the BKK Landfill will be documented using the specific forms discussed below. Field documentation is retained and kept on file at the landfill facility. Appendix C provides samples of the field forms.

### **10.1. FIELD LOG**

A record of daily activities is kept during the entire sampling event. Field notes are as descriptive and inclusive as possible, designed to allow persons reading the daily entries to be able to reconstruct the field events from the recorded information. These notes are typically recorded on the Daily Field Activities Log form and are maintained on file at the site. The depth of the pump during the required sampling will be recorded on the field log. In addition, if a temporary pump is needed for additional wells to be sampled, the duration between placement of the pump and the start of purging and sampling also will be recorded.

### **10.2. SAMPLING CHECKLIST**

The Sampling Checklist is used to record a variety of information, and it is the principal record for sampling events at wells not being sampled by the low-flow procedures. The sampling technician will fill in the following information on the Sampling Checklist:

- Well name and number
- Well conditions (e.g., whether locked, damaged, missing items)
- Date and time in Universal nomenclature (e.g., 14/12/2012 for December 14, 2012, and 13:45 for 1:45 p.m.)
- Weather conditions
- Static water level depth and elevation
- Total purge volume
- Flow (pumping) rate
- Equipment used
- pH, electric conductivity, ORP, turbidity, DO, and temperature of the liquid
- Sample containers and method list
- Sample appearance (clear, cloudy, etc.)

- Sampling conditions (ambient temperature and atmospheric conditions)
- Other pertinent observations as necessary to document the sampling event

### 10.3. PURGE LOG

Field data on wells sampled in accordance with low-flow procedures is kept on the Purge Log (Appendix C). The following information is recorded on the form:

- Well number or identifier.
- Time, temperature, pH, electrical conductivity, turbidity, ORP, and DO
- Depth to water
- Purge settings (flow rate), sampling settings, and final purge volume
- Drawdown

### 10.4. EQUIPMENT CALIBRATION LOG

Prior to use each day, instruments will be calibrated in accordance with the manufacturer-recommended procedures. Results of equipment calibration performed during groundwater sampling activities will be recorded on the Equipment Calibration Log. The following information will be included on the log:

- Equipment model/type
- Equipment serial number
- Calibration standard with expiration dates and lot numbers
- Pre-calibration readings
- Calibration readings

A file of maintenance records for the equipment is kept separately.

### 10.5. FIELD SAMPLE RECORD FORM

A field sample record form will be used to establish a sample custody in the field prior to leaving the site. At minimum, a field sample record form will contain the following information:

- The site information
- Field sample identification code
- Sample location
- Date/time

- Sampler's name
- Name of person receiving the samples

Other observations may be included, as the situation dictates, to provide a thorough record to reconstruct the events concerning collection of the sample. The name(s) of the individual(s) collecting the sample will be indicated and initialed.

#### 10.6. CHAIN-OF-CUSTODY FORM

The procedures that are followed whenever samples are collected, transferred, stored, or analyzed are designed to create an accurate electronic and paper record that can be used to trace the possession and handling of the sample from the time of its collection through analysis and reporting of analytical values. The COC form represents the written record of these procedures. The COC form that will be used for this project will be generated by an electronic COC program that will reside on a laptop and/or tablet personal computer. Sampling personnel will fill out the electronic COC immediately after the sample is collected and print out a hard copy of each COC that will accompany the samples until they are received at the laboratory. Following generation of the hard copy COC, sampling personnel will upload an electronic COC to the BKK database. The completed COC form includes the following information:

- Project name and project number
- Sample identification number (this number incorporates the sample location)
- Sample date and time of collection
- Initials of sampler
- Sample type (e.g., aqueous, product, soil, etc.)
- Total number of containers
- Sample preservative (if any)
- Type of analysis required

When a sample is transferred from one party to another, both parties will sign the hard copy of the COC form and denote the date and time of the transfer. The sampling team will retain a copy of the signed COC form prior to shipment of the samples and place the signed form in the project file.

To maintain an adequate COC, samples will not be left unattended in vehicles. If a cooler or other sample container must be left unattended, it shall be stored in a locked room. [Section 8](#) describes sample handling and shipping procedures.

The laboratory will return their countersigned COC form as part of the laboratory analytical report. A copy of the laboratory countersigned COC will be placed in the project file.

## 10.7. WATER SURFACE ELEVATION LOG

In addition to surface elevations measured during sampling events, static water level measurements are taken at all groundwater monitoring wells on a monthly basis and recorded on a Water Surface Elevation Log. The following information is recorded on the Water Surface Elevation Log:

- Dates of measurements
- Monitoring well numbers
- Depths to groundwater
- Personnel performing measurements

Once a year, during the third quarter, the total depths of monitoring wells are also measured and recorded. Appendix C includes an example copy of the Water Surface Elevation Log.

## **Section 11. Laboratory Quality Assurance/Quality Control**

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The purpose of establishing and defining QA/QC procedures is to ensure collection of samples that yield data of consistent quality. Laboratory QA/QC evaluation will be performed as described in this section and will be subject to USEPA Level III QA/QC standards, which will be performed by a third-party QA/QC validator.

The following items (including, but not limited to) will be evaluated via automated and/or manual means:

- Holding times
- Sample temperatures
- Blanks
- Surrogates
- MS/MSD
- RL
- Field QC samples

The samples described in the following sections will be collected so that QA/QC analyses can be performed.

### **11.1. FIELD QA/QC SAMPLES**

As discussed in [Section 7](#), field QA/QC samples will be collected to quantitatively measure and ensure the quality of the sampling effort and the analytical data. They will be used to evaluate the precision of sampling and the potential for field contamination. These samples include equipment blanks, trip blanks, and field duplicates. QC samples are to be handled in the same manner as the environmental samples that are collected.

### **11.2. LABORATORY QA/QC REQUIREMENTS**

Laboratory QA/QC samples are used to evaluate precision, accuracy, and potential for laboratory contamination. These samples include method blanks, laboratory control spikes, MS/MSDs, and laboratory duplicates.

### 11.2.1. Method Blanks

Method blanks are a clean matrix carried through the same sample preparation procedures as an original sample and are used to ensure that interferences from the analytical system, gases, and glassware are minimized. Method blanks will be collected at a frequency of one per analytical batch, which may not include more than 20 samples at any one time.

### 11.2.2. Laboratory Control Spikes

Laboratories prepare laboratory control spikes which are prepared by spiking blank water with a known concentration of the target analyte. The laboratory control spike is used to demonstrate that the method or instrument is stable and operating within acceptable accuracy limits. Laboratory control spikes will be prepared at a frequency of one per analytical batch.

### 11.2.3. Matrix Spike/Matrix Spike Duplicate

MS/MSD samples are not field designated for project-specific QC. Either a project or non-project sample can be used for spiking to meet minimum method QC requirements. The sample will be spiked to a known concentration prior to sample preparation and analyzed to assess the accuracy and precision of sample data. A minimum of one MS/MSD sample is analyzed for each analytical batch.

### 11.2.4. Laboratory Duplicates

Laboratory duplicate analyses are repeated, but independent measurements of the same sample are collected under the same conditions. The sample is split in the laboratory, and each fraction is carried through all stages of sample preparation/analysis. The RPD is used to assess the precision of each analytical method. Laboratory duplicates are prepared at a frequency of one per analytical batch.

### 11.2.5. Laboratory Report Content

Documentation of QC data is required to demonstrate compliance with QC guidelines. Analytical results are submitted in a final "Certificate of Analysis" format, which can be standardized to an optional form but must contain:

- Name of laboratory
- Laboratory sample batch or report identification number
- Sample media (water or soil) and type of sample (grab, composite, or matrix spike)
- COC report form
- Laboratory narrative
- Data reported as concentration detected or less than the MDL

- Surrogate spike recovery, control limits, data qualifiers for surrogate recoveries outside the control limit reported for all methods
- Result of all laboratory duplicate analysis, calculated recoveries, calculated RPD, and laboratory control sample, initial and continuing calibration for methods
- Matrix spike recovery and data qualifiers
- Results for all method and preparation blank analysis to evaluate low-level contamination

### 11.3. EVALUATION OF DATA QUALITY

Data quality is assessed by precision, accuracy, representativeness, completeness, and comparability.

#### 11.3.1. Precision

Precision is a measure of reproducibility of analyses under similar conditions. It is defined as the degree of agreement among individual measurements and is an estimate of random error. Precision values can be calculated as the RPD between laboratory or field duplicate sample results or between the MS/MSD concentrations. The equation for RPD is as follows:

$$RPD = [C1 + C2] * 100 / [C1 + C2] / 2$$

where:

RPD = relative percent difference

C1 = concentration of the original sample

C2 = concentration of the duplicate sample

If all analytical specifications are satisfied and sampling error is not questioned, the RPD result can indicate variability in a matrix.

#### 11.3.2. Accuracy

Accuracy is the degree of agreement between measured value and the “true” value of an analyte. As such, it represents an estimate of total error from a single measurement. Accuracy is expressed in terms of percent recoveries determined from results of the MS/MSD sample pair or the analysis of laboratory control samples. Additionally, accuracy will be evaluated for each sample through the percent recovered for surrogate spikes. Accuracy is also dependent upon method and field blanks, which should be nondetect for all target analytes.

#### 11.3.3. Representativeness

Representativeness is the degree to which sample data accurately and precisely express the characteristics of a population of samples and parameter variation at a sampling location. It is a qualitative parameter that

is achieved by proper sampling design and techniques. Factors that influence representativeness include site homogeneity, sample homogeneity at the source, and information given for the sampling design. To ensure maximization of representativeness, controls are used during sampling, including the use of equipment rinsate samples and the use of trip blanks for VOCs.

Laboratories shall analyze only homogenized and representative sample aliquots. The method blank or preparation blank will assess if any contaminants are present that can impact the sample. Data quality assessment, sample preservatives, proper containers, and holding times will eliminate unreliable data.

#### **11.3.4. Completeness**

Qualitative completeness is a function of all factors that contribute to sampling. Quantitative completeness is calculated as the percentage of measurements that are judged to be valid compared to the total number of measurements planned. For this purpose, a completeness factor of 95 percent for all matrices is established. It is defined as the ratio of the number of usable data points over the total possible number of data points by method and matrix.

#### **11.3.5. Comparability**

Comparability is a qualitative indicator of the confidence with which one data set can be compared with another. It is achieved by maintaining standard techniques and procedures for collecting and analyzing representative samples and reporting of data in standardized units. Comparability of data ensures that standard methods are used for all analytical chemistry measurements, and that samples are collected and analyzed following set and approved procedures.

## Section 12. References

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**Sampling and Analysis Plan  
Groundwater Wells  
BKK Landfill  
West Covina, California  
February 2014**

**Figures, Tables and Appendices Omitted.**

# **EXHIBIT C**

## 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**

DRAFT PRELIMINARY  
Statement of Work For  
Groundwater Remedial Investigation and Feasibility Study

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**DRAFT PRELIMINARY****Statement of Work For****Groundwater Remedial Investigation and Feasibility Study****1 INTRODUCTION**

This Statement of Work (SOW) describes the work to be performed as part of the groundwater remedial investigation and feasibility study (Groundwater RI/FS) for the BKK Class I Landfill (the Class I Landfill). The Class I Landfill is a closed hazardous waste landfill and part of the BKK Landfills Facility (the BKK Facility) located at 2210 South Azusa Avenue, West Covina, Los Angeles County, California 91792 that is shown on the map that is attached as Attachment A-1. For the purpose of the Groundwater RI/FS, the area of investigation includes the Class I Landfill and Class I Landfill operation areas, including but not limited to, "Trash Island" located on the north side of the landfill; the leachate treatment plant (LTP); Barrier 1; the upper detention basin below the LTP; liquid piping and other liquid collection and conveyance systems associated with the Class I Landfill; the fueling station, and the truck wash and wherever hazardous substances from such areas have or may come to be located (collectively referred to for the purposes of the Third Consent Decree and this SOW as "Class I Landfill Investigation Area").

Settling Defendants, as named in the Third Consent Decree, shall conduct the Groundwater RI/FS and produce Groundwater RI/FS deliverables in accordance with the Third Consent Decree, this SOW, 40 C.F.R. § 300.430, the authorities identified in Section 4.1.3. ("Work Consistent with Requirements") of the Third Consent Decree, all DTSC-approved work plans, and applicable DTSC and U.S. Environmental Protection Agency guidance documents and best practice guides, including as appropriate, but not limited to, the documents identified in Section 7 of this SOW.

At the completion of the Third Consent Decree, DTSC may select a groundwater remedy from the remedial action alternatives included in the Groundwater FS report, and will document this selection in a Record of Decision/Remedial Action Plan (ROD/RAP). The selected remedy shall consider, and be consistent with, the other response actions at the Class I Landfill including the management of Class I landfill gas and leachate. The Settling Defendants shall assist DTSC with maintenance of an administrative record file for the Groundwater RI/FS in accordance with §300.800 of the National Contingency Plan (NCP). The Final Groundwater RI and FS reports will, with the administrative record, form the basis for the selection of the groundwater remedy and must provide the information necessary to support the development of the groundwater ROD/RAP.

The Settling Defendants shall cooperate with DTSC and its consultants in their oversight of activities required by this SOW. Applicable and Relevant or Appropriate Requirements (ARARs) may be administered by other supporting regulatory agencies to the extent necessary under applicable law, which agencies will either comment directly

on documents prepared for the Groundwater RI/FS or provide comments to DTSC in a consulting role.

## **2 OBJECTIVES OF THE GROUNDWATER RI/FS**

The objectives of the Groundwater RI/FS and associated work are as follows:

- Conduct and document a groundwater RI that defines the nature and extent of groundwater contamination from the Class I Landfill Investigation Area and conveys an understanding of the site geology and hydrogeology, fate and transport of contaminants, and potential pathways for migration of Chemicals of Potential Concern (COPC) sufficient to conduct the Risk Assessment and Feasibility Study.
- Assess potential risk to human health, ecosystems, and the environment.
- Conduct and document a groundwater FS that develops and evaluates potential groundwater remedial alternatives.

## **3 SITE BACKGROUND**

The Class I Landfill is a closed unlined landfill bordered by a Class III lined landfill, residential and commercial developments and unimproved land. At the Class I Landfill there are ongoing maintenance operations including landfill gas collection, leachate collection and treatment, cap maintenance activities, groundwater pumping and treatment, and groundwater sampling and monitoring.

The Class I Landfill has been the subject of extensive groundwater data collection, analyses, and review by numerous parties including private parties, regulatory agencies and their respective consultants over many years. This prior body of work has resulted in an extensive document library and data record for groundwater, site geology and hydrogeology.

Additionally, under the Second Consent Decree, Settling Defendants, as named in the Second Consent Decree, are conducting a landfill Engineering Evaluation/Cost Analysis (Landfill EE/CA) for the Class I Landfill. The Landfill EE/CA scope includes performance of a significant body of work regarding the condition of three landfill systems (landfill cover, landfill gas collection, and landfill leachate collection). The Landfill EE/CA requires collection and analysis of data pursuant to an EE/CA Work Plan and a Field Investigation Work Plan. The Landfill EE/CA and the Groundwater RI/FS shall be coordinated as appropriate.

## **4 WORK TO BE PERFORMED**

This SOW is divided into five tasks:

- Task 1 – Project Scoping;

- Task 2 – Community Relations;
- Task 3 – Remedial Investigation/Feasibility Study Work Plan;
- Task 4 – Site Characterization, Risk Assessment and Remedial Investigation; and
- Task 5 – Feasibility Study.

Each of these tasks is discussed below.

#### **4.1 Task 1 – Project Scoping**

The scoping task for the Groundwater RI/FS has been organized into the following subtasks:

- Compile Existing Data and Site Background Information;
- Develop Preliminary Data Quality Objectives and a Conceptual Site Model;
- Develop Preliminary Remedial Action Objectives and Alternatives and Possible Removal Actions;
- Develop Preliminary List of ARARs and To Be Considered Information; and
- Develop Groundwater Conditions Report.

Settling Defendants and DTSC will hold regular meetings to review existing and needed data and to discuss other issues including the identification of preliminary remedial action objectives, identification of preliminary ARARs, and the identification of preliminary groundwater remedial action alternatives.

##### **4.1.1 Compile Existing Data and Site Background Information**

In scoping and conducting the Groundwater RI/FS, the Settling Defendants may use data from past and current (for example, the Landfill EE/CA) investigations, to the extent relevant and consistent with project acceptance criteria and data quality standards as specified in the Data Quality Technical Memorandum described later in this section.

Settling Defendants shall review existing site characterization information necessary to formulate the preliminary Conceptual Site Model (CSM) and to identify groundwater data gaps for the Groundwater Remedial Investigation Work Plan. Site characterization data reviewed by the Settling Defendants shall include, but not be limited to:

- Groundwater, leachate and soil vapor analytical data;
- Well construction information;

- Borehole lithologic logs;
- Pumping test data;
- Geophysical logs;
- Waste disposal data;
- Data concerning contamination in the Class I investigation area;
- Geologic mapping; and
- Water level data.

Information sources include, but are not limited to: BKK site records; investigation reports; regulatory agency records from the U.S. EPA, DTSC, RWQCB, and other agencies; records from the City of West Covina; historical aerial photographs; generator manifests; and waste disposal inventories. Settling Defendants shall compile verifiable and relevant existing information regarding the following conditions and activities at or near the Class I Investigation Area:

- Sources and potential sources of groundwater COPCs, groundwater migration pathways, and exposure of potential human and environmental receptors to groundwater COPCs;
- Past disposal practices;
- Physical and chemical characteristics of the groundwater COPCs, and their distribution in groundwater;
- Previous sampling events;
- Past releases of hazardous substances that have impacted, are impacting or may impact groundwater;
- Previous responses conducted by local, state, federal, or private parties;
- Geology, hydrogeology, local and regional hydrology, and meteorology of the including known zones of naturally occurring hydrocarbon deposits;
- Background groundwater characteristics;
- Demographics and land use; and
- Municipal, oil, and industrial wells.

Settling Defendants shall prepare a relational database that supports geographic information system (GIS) presentation of information and data. Settling Defendants shall share existing information and data with DTSC including relational database files

and supporting GIS files. Additionally, Settling Defendants shall prepare a Data Quality Technical Memorandum that describes the sources of the data, the available backup documentation, and the level of validation performed on that data that is consistent with Guidance for Quality Assurance Project Plans EPA/240/R-02/009, December 2002. The Data Quality Technical Memorandum shall specify acceptance criteria for each anticipated use of existing data. After review and approval by DTSC, the acceptance criteria shall be incorporated into the Quality Assurance Project Plan (QAPP) (see Section 4.3.1) and be consistent with the Data Management Plan (see Section 4.3.3).

#### **4.1.2 Develop Preliminary Data Quality Objectives (DQO) and Conceptual Site Model (CSM)**

Settling Defendants shall use the DQO process specified in the Guidance on Systematic Planning Using the Data Quality Objectives Process, EPA QA/G-4 (2006) (the DQO Guidance) to determine what additional data is needed to complete the Groundwater RI/FS. The DQO process consists of the following seven steps:

1. State the problem;
2. Identify the decisions;
3. Identify inputs into the decisions;
4. Define the study boundaries;
5. Develop decision rules;
6. Specify limits on decision errors; and
7. Optimize the design for obtaining data.

The following preliminary list of decision questions are intended to serve as guidance for the development of DQO's. During the conduct of the Groundwater RI/FS, Settling Defendants or DTSC may propose revised or additional decision questions.

- Is the nature and extent of groundwater COPCs adequately characterized, including the vertical and lateral extent of contamination as is necessary to conduct and document the Groundwater RI/FS?
- Are hazardous substances in the Class I Landfill Investigation Area a significant, continuing or potential source of groundwater contamination that poses a risk to human health or any environmental receptor?
- Are the subsurface geology, structures (including but not limited to folded beds, faulting, secondary fracturing, weathering), and hydrogeology sufficiently well characterized so that the fate and transport of COPCs can be understood, described and analyzed as needed to conduct and document the RI/FS?
- Is there adequate data to conduct a baseline human health risk assessment and screening level/baseline ecological risk assessment as described in Section 4.4.3?
- Is there evidence for natural attenuation of COPCs in groundwater?

Settling Defendants shall develop a CSM that is in accordance with the guidance documents for this Groundwater RI/FS, including applicable provisions of Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, Interim Final; EPA/540/G-89/004, October 1988 (the RI/FS Guidance) and Environmental Cleanup Best Management Practices: Effective Use of the Project Life Cycle Conceptual Site Model, EPA 542-F-11-011, 2011 (the CSM Guidance), and that

- reflects the complexity of the Class I Landfill Investigation Area ,
- is consistent with available data, and
- accommodates a full range of reasonable working hypotheses.

The Settling Defendants shall refine and revise the CSM throughout the site investigation process to incorporate and be made consistent with additional site data as described in the CSM guidance. The CSM shall be developed and refined in the RI/FS such that remedial alternatives can be developed that are protective of human health and the environment and consistent with the NCP.

#### **4.1.3 Develop Preliminary Remedial Action Objectives and Alternatives and Possible Removal Actions**

Based upon the above work, Settling Defendants shall develop preliminary remedial action objectives (RAO) and a preliminary list of remedial action alternatives and associated technologies. This preliminary list of alternatives need not necessarily be a detailed evaluation, but may be a general classification of potential remedial action alternatives and technologies. Settling Defendants shall include in the preliminary list of alternatives the following: alternatives in which treatment reducing the toxicity, mobility, or volume of groundwater contaminants to an acceptable level is a principal element; alternatives that involve containment; and a no-action alternative.

Settling Defendants may submit one or more Technical Memoranda to DTSC identifying potential areas for removal actions.

#### **4.1.4 Develop Preliminary List of ARARs and Other Standards To Be Considered**

Settling Defendants shall create a preliminary list of potential state and federal ARARs (chemical-specific, location-specific and action-specific) and to be considered (TBC) advisories, criteria or guidance, as defined in 40 C.F.R. § 300.400(g), to assist in the refinement of remedial action objectives and the initial identification of remedial alternatives and ARARs. ARAR and TBC identification shall continue as groundwater conditions, contaminants, background conditions and remedial action alternatives are better defined.

#### **4.1.5 Develop Groundwater Conditions Report**

This project scoping process shall culminate in a Groundwater Conditions Report (GC Report) that must incorporate the information identified in Section 4.1.1 and 4.1.2 and

identify remaining data gaps. The GC Report must set forth Settling Defendants' understanding of known groundwater conditions based on existing data analysis and identify a set of data gaps that shall guide the initial data collection under the Groundwater Remedial Investigation. The list of data gaps must be sufficiently comprehensive so that when they are addressed by new field investigation work, and combined with prior data, there will be sufficient data of appropriate quality to fully address the DQOs and to conduct the Health and Ecological Risk Assessments, as described in Section 4.4.3.

All data used in the GC Report shall be vetted for its appropriate level of use, as described in Section 4.1.1. Older data may be integrated into the GC Report and used for determining trends. Characterization of current conditions of dynamic systems (for example, groundwater chemistry) must be based on primarily contemporaneous data. For all existing or historical data used in the Report, the Report shall identify the source and level of data validation performed, demonstrate compliance with the acceptance criteria prepared pursuant to section 4.1.1., and state any limitations on the proper use of that data.

## **4.2 Task 2 – Community Relations**

The development and implementation of community relations activities, including conducting community interviews and developing a community relations plan, are the responsibility of DTSC. Settling Defendants shall assist DTSC as needed by providing information regarding the Class I Landfill's history, participating in public meetings, or by assisting in the preparation of fact sheets for distribution to the general public. DTSC will notify Settling Defendants in advance of any DTSC-scheduled community meetings regarding groundwater at the Class I Landfill. Whenever practical DTSC will provide such notice 30 days in advance of the meeting. Settling Defendants shall provide sufficient notice of any Groundwater RI/FS-related field activities likely to impact the community, or generate questions from the community, to DTSC in advance of such field activity so that adequate public notice can be provided. DTSC will maintain a copy of the Administrative Record in a community information repository that DTSC has established near the Class I Landfill and on Envirostor. The community information repository is currently located at the West Covina Library. In addition to the Administrative Record, DTSC may at any time place documents in the information repository for public review. Settling Defendants shall provide DTSC copies of all documents intended or required for public review, as they are completed, so that they may be placed in the information repository for public review. Both hard copy and electronic copies (usually Adobe .pdf files) shall be provided to DTSC.

## **4.3 Task 3 – Remedial Investigation/Feasibility Study Work Plan**

Following review and approval of the Groundwater Conditions Report, which is the outcome of Task 1 – Project Scoping, Settling Defendants shall develop and submit for DTSC review and approval a Groundwater RI/FS Work Plan. This plan must include a description of the work to be performed to fill the data gaps identified in the Groundwater

Conditions Report, including the methodologies to be utilized, as well as plans and schedules for Settling Defendants' completion of the work described in this SOW.

The Groundwater RI/FS Work Plan must include several other plans as set forth in this SOW: the updated Class I Landfill Health and Safety Plan (HASP), a Groundwater Sampling and Analysis Plan (SAP) including an updated QAPP, and a Data Management Plan. Field activities may not be initiated until after DTSC has reviewed and approved the Groundwater RI/FS Work Plan. Before DTSC approval of the Groundwater RI/FS Work Plan, Settling Defendants may submit written requests to include in the Essential Activities program field activities that will support the Groundwater RI/FS.

The Groundwater RI/FS Work Plan must include the rationale for performing the required Groundwater RI/FS activities. Specifically, the Groundwater RI/FS Work Plan must present a statement of the groundwater-related problem(s) and potential problem(s) posed by the Class I Landfill Investigation Area and the objectives of the Groundwater RI/FS. As necessary to conduct the RI/FS, the Work Plan's background summary may set forth a description of the BKK Facility, focusing on the Class I Landfill, including the geographic location; past and present background conditions and current topography, physiography, hydrology, geology, demographics; a synopsis of the BKK Facility history, focusing on the Class I Landfill history; and a description of previous response actions that have been conducted at the BKK Facility, focusing on the Class I Landfill. In addition, the Groundwater RI/FS Work Plan must include a preliminary identification of remedial alternatives and data needs for evaluation of remedial alternatives. The Groundwater RI/FS Work Plan must include a preliminary list of ARARs and a process for identifying Federal and State ARARs and possible waivers.

Appendix B of the RI/FS Guidance contains a description of the required contents of the Groundwater RI/FS Work Plan. The need for additional data, analyses, and field work may be identified throughout the Groundwater RI/FS process. Settling Defendants are responsible for updating and refining the CSM and fulfilling additional data and analysis needs identified by DTSC consistent with the general scope and objectives of this Groundwater RI/FS.

Upon approval of the Groundwater RI/FS Work Plan by DTSC, Settling Defendants shall complete the work described according to the DTSC-approved plans and schedules. In light of the unknown conditions at the Class I Landfill Investigation Area, multiple phases of field activities may be necessary. Because the information needed and the work required to perform the Groundwater RI/FS is not fully known at this time, during implementation of the Groundwater RI/FS Work Plan it may be necessary to add addenda, such as specifying additional field work needed to fill data gaps.

#### **4.3.1 Sampling and Analysis Plan**

Settling Defendants shall develop and submit a written sampling and analysis plan (SAP). The SAP must follow the format described in the RI/FS Guidance. Settling Defendants shall design the SAP in a manner such that sample collection and analytical

activities are conducted in accordance with technically acceptable protocols and that the data comply with the applicable DQOs. The SAP must provide a mechanism for planning field activities and must include Standard Operating Procedures (SOPs) for field procedures, a field sampling plan (FSP) and a QAPP. The FSP must identify new and existing sampling locations, and define the sampling and data-gathering methods that shall be used on the project. It must include sampling objectives, sample location and frequency, sampling equipment and procedures, and sample handling and analysis. The SAP must also include a procedure to obtain access to properties that are not under the ownership or control of Settling Defendants.

Settling Defendants shall update the existing Landfill EE/CA QAPP for use with the Groundwater RI/FS and incorporating the Data Quality Technical Memorandum from Section 4.1.1. and submit it for DTSC review and approval. The QAPP must describe the project objectives and organization, functional activities, and quality assurance and quality control (QA/QC) protocols that shall be used to achieve the DQOs. The DQOs developed by Settling Defendants shall reflect use of analytic methods for identifying and remediating contamination consistent with remedial action objectives established pursuant to 40 C.F.R. § 300.430(e)(2)(i). In addition, the QAPP must address sampling procedures, sample custody, analytical procedures, and data reduction, validation, reporting and personnel qualifications, including the following requirements:

- Laboratories used for analyses shall be accredited through the State of California Environmental Laboratory Accreditation Program (ELAP) <http://www.cdph.ca.gov/certlic/labs/Pages/ELAP.aspx>. This requirement applies to mobile laboratories as well as fixed laboratories.
- Settling Defendants shall demonstrate in advance that each laboratory it may use is qualified to conduct the proposed work.
- Selected laboratories shall use methods and analytical protocols for the analytes in the media of interest within detection and quantification limits consistent with DTSC QA/QC procedures and with DQOs approved in the QAPP for the Class I Landfill by DTSC.
- Analytical methods shall be suitable for providing data usable in ecological and human health risk assessments.
- Selected laboratories shall have and follow an approved QA program.

Upon request by DTSC, the Settling Defendants shall submit detailed information to demonstrate that any laboratory used is qualified to conduct the work, including information on personnel qualifications, equipment and material specifications. Settling Defendants shall provide DTSC with unlimited access to laboratory personnel, equipment and records relating to sample collection, transportation and analysis.

Settling Defendants' field methods, sampling procedures, and chain of custody records shall be consistent with EPA's "A Compendium of Superfund Field Operations

Methods,” August 1987, OSWER Directive No. 9355.0-14 (the Compendium) or equivalent more recent guidance.

#### **4.3.2 Site Health and Safety Plan Update**

Settling Defendants shall update the existing Landfill EE/CA HASP, for use with the Groundwater RI/FS, in conformance with Settling Defendants’ health and safety program, and in compliance with applicable Occupational Safety and Health Administration (OSHA) and DTSC requirements. Applicable Cal OSHA requirements shall be included in the health and safety plan. DTSC will review the HASP to assess whether necessary elements are included and that it provides for the protection of human health and the environment, but will not approve or disapprove the HASP.

#### **4.3.3 Data Management Plan**

Settling Defendants shall prepare a Data Management Plan that outlines procedures to consistently document the quality and validity of field and laboratory data compiled during the Groundwater RI/FS. The Data Management Plan shall be provided to DTSC for review and approval. Electronic data deliverables shall be compatible with the existing DTSC BKK electronic database. Data compiled shall be electronically supplied to DTSC in a format compatible with ARC GIS desktop 10.0 or other electronic format as directed by DTSC in accordance with the data management plan. GIS data sets shall be in a UTM or State Plane coordinate system.

During characterization and sampling, Settling Defendants shall follow consistent documentation and accurate record keeping procedures. Information gathered during site characterization shall be consistently documented and adequately recorded by Settling Defendants in well-maintained field logs and laboratory reports.

Settling Defendants shall develop and submit for DTSC review and approval, a written plan describing the data security system for the RI. The plan must describe measures that shall be taken to safeguard chain-of-custody forms and other project records to prevent loss, damage, or alteration of project documentation. Settling Defendants shall follow the procedures in the DTSC-approved data security system.

Settling Defendants shall produce written daily field log books or substantively similar electronic data collection databases as the primary record for Settling Defendants’ field investigation activities. These log books and/or databases must contain field measurements and observations as directly recorded in the field, t:

- Field measurements, including pH, temperature, conductivity, water flow, air quality parameters, and soil characteristics;
- Health and safety monitoring performed by Settling Defendants pursuant to the health and safety plan;
- Written entries describing sampling locations, sampling techniques, and a general description of settling defendants' daily activity;

- Weather conditions; and
- Unusual occurrences or circumstances.

Laboratory reports must document sample custody, analytical responsibility, analytical results, adherence to prescribed protocols, nonconformity events, corrective measures, and/or data deficiencies.

Settling Defendants shall maintain field reports, sample shipment records, analytical results, and QA/QC reports such that only validated analytical data are reported and utilized in the development and evaluation of remedial alternatives. Analytical results developed under the Groundwater RI/FS Work Plan may not be included in site characterization reports unless accompanied by or cross-referenced to the corresponding QA/QC report.

#### **4.4 Task 4 – Site Characterization, Risk Assessment and Remedial Investigation**

The Groundwater Remedial Investigation must define in sufficient detail the nature and extent of groundwater conditions, including the physical and chemical properties of groundwater contaminants, the contaminant source and estimated volume, contaminant concentrations in comparison to background concentrations, and areas of particular significance or complexity. The Groundwater Remedial Investigation must provide the information needed to explain the current disposition and potential transport and fate of groundwater contaminants sufficiently to assess potential remedial alternatives consistent with the NCP. Using this information, contaminant fate and transport must then be described.

Groundwater characterization includes determining background concentrations of analytes in groundwater, seeps and springs. Factors affecting background may include regional geology, hydrogeology, and hydrology. Background concentrations of analytes shall be compared to Class I Landfill Investigation Area concentrations of contaminants.

In order to build a Groundwater RI/FS that is logical and follows a sequential data gathering process, the Groundwater Remedial Investigation shall be developed and carried out in an iterative phased manner, with each phase of the Groundwater Remedial Investigation designed to generate the data that informs and guides subsequent phases.

During the Groundwater Remedial Investigation, field data are collected and analyzed to provide the information required to accomplish the objectives of the Groundwater Remedial Investigation, including updating and refining the CSM and providing information for the Human Health Risk Assessment. During the formulation of the RI Work Plan the Settling Defendants shall work with DTSC to craft the most effective sequencing of the RI phasing.

The Groundwater Remedial Investigation consists of four major components: (1) field investigations; (2) laboratory analyses of field samples; (3) data analysis, including risk assessment activities; and (4) data management.

#### **4.4.1 Field Investigation**

Settling Defendants shall execute the field investigation as specified in the Groundwater RI/FS Work Plan, SAP and QAPP. At least four weeks before field work begins, Settling Defendants shall notify DTSC of the planned dates for field activities, including environmental characterization, installation of wells, initiating sampling, installation and calibration of equipment, pump tests, and other field investigation activities.

DTSC and Settling Defendants shall review data collected and evaluated as part of the field investigation, and shall compare those data to the data needs identified in the DQOs and the Groundwater Conditions Report prepared at the conclusion of Project Scoping. If data are determined to be insufficient by DTSC or Settling Defendants, Settling Defendants shall collect and analyze additional data in order to satisfy data needs that meet the DQOs of the Groundwater RI/FS, support the risk assessments and evaluate remedial alternatives.

#### **4.4.2 Data Analysis**

Settling Defendants shall refine the CSM by analyzing data on physical characteristics of the groundwater system, Class I Landfill Investigation Area contaminant source characteristics, the nature and extent of groundwater contamination, and contaminant fate and transport. The data analyses and CSM shall address both site wide characterizations of groundwater flow and contaminant transport as well as localized areas impacted by contamination.

If appropriate, Settling Defendants shall use analytical or numerical modeling in support of this data analysis. Settling Defendants' analysis of contaminant fate and transport shall be consistent with applicable EPA Guidance.

The Groundwater Remedial Investigation data shall be presented in accordance with the Data Management Plan. GIS data sets shall be in a UTM or State Plane coordinate system. Analyses of data collected for the Groundwater Remedial Investigation shall meet the DQOs developed pursuant to this SOW.

#### **4.4.3 Assess Human & Ecological Risk**

The Settling Defendants shall conduct baseline human health and screening level/baseline ecological risk assessments in accordance with OSWER Directive No. 9835.15c. Upon DTSC approval, Settling Defendants shall perform baseline risk assessments for human health and ecological impacts associated with groundwater using the applicable guidance.

Settling Defendants shall meet with DTSC to scope the risk assessments. Following the scoping meeting, Settling Defendants shall prepare a risk assessment scoping memorandum for DTSC review and approval that describes the key elements of the human health and ecological risk assessments (e.g., exposure pathway and receptor identification) and provide a list of interim deliverables and a schedule for their submittal. Draft baseline human health and ecological risk assessment reports shall be submitted

to DTSC for review and approval. The final risk assessment reports shall be included with the RI report.

The risk assessment portion of the RI/FS work plan shall be prepared in accordance with all applicable guidance, issued by DTSC's Human and Ecological Risk Office (HERO), U.S. EPA or other qualified agency. That guidance includes but is not limited to U.S. EPA's Risk Assessment Guidance for Superfund Part A (RAGS), all current EcoNotes, HERO's Human Health Risk Assessment Notes 1; Note 4 Screening Level Human Health Risk Assessments; and the U.S. EPA Regional Screening Levels (RSLs) in-conjunction with HHRA Note 3 Table 1.

The total risk from groundwater associated with the Class I Landfill Investigation Area must be considered, including individual contaminants that do not exceed the respective risk based screening level, RSL. In some instances, the risk-based screening level for individual chemicals may need to be adjusted lower so that the total, multi-chemical risk does not exceed target risk.

#### **4.4.4 Groundwater Remedial Investigation Report**

Settling Defendants shall prepare and submit a Groundwater Remedial Investigation Report to DTSC for review and/or approval in draft, draft final, and final versions. The Groundwater Remedial Investigation Report must present the results of field activities and must follow the RI Report format described in Table 3-13 of the RI/FS Guidance. The use and presentation of data shall be consistent with project data quality standards established in the Work Plan and Data Quality Technical Memorandum (described in Section 4.1.1.), the SAP and QAPP (described in Section 4.3.1.), and the Data Management Plan, (described in Section 4.3.3). The Settling Defendants shall also prepare responses to regulatory agency comments on the draft and draft final Groundwater Remedial Investigation Reports.

#### **4.5 Task 5 – Feasibility Study**

Settling Defendants shall perform a Groundwater Feasibility Study in accordance with the RI/FS Guidance. The FS process shall include several tasks, including, but not limited to, the following:

- Refinement of remedial action objectives;
- Development and screening of remedial action alternatives;
- Treatability studies, as appropriate;
- Detailed analysis of alternatives;
- Comparative evaluation of alternatives; and
- Preparation of draft, draft final and final versions of the Feasibility Study Report.

Each of these tasks is described below.

#### **4.5.1 Refinement of Remedial Action Objectives**

Settling Defendants shall review the preliminary RAOs established for groundwater during Project Scoping, based on information gathered during the Groundwater Remedial Investigation. Settling Defendants' refined RAOs shall specify the contaminants; potential exposure pathways and receptors; and preliminary remediation goals (PRGs) for each contaminant of concern and exposure pathway. Such RAOs shall consider any beneficial uses of groundwater as established by applicable Basin Plans adopted by the Regional Water Quality Control Board.

#### **4.5.2 Development and Screening of Remedial Alternatives**

The purpose of the development and screening of remedial alternatives is to develop an appropriate range of remedial options for evaluation in the Detailed Analysis of Alternatives. Concurrent with the Groundwater Remedial Investigation, Settling Defendants shall begin to develop and evaluate a range of appropriate remedial alternatives to protect human health and the environment. This range of alternatives shall include options in which treatment is used to reduce the toxicity, mobility, or volume of wastes, but varying in the types of treatment, the amount treated, and the manner in which long-term residuals or untreated wastes are managed; options involving containment with little or no treatment; options involving both treatment and containment; and a no-action alternative. The range of alternatives to be developed shall consider that a removal action under the Landfill EE/CA will be developed during (or concurrent with) the Groundwater RI/FS. Each of these alternatives shall be compared against a baseline no-action alternative, which shall mean continuation of the current management regimes with no substantial construction of new groundwater extraction wells or treatment facilities.

Settling Defendants shall perform the following activities in the development and screening of remedial alternatives:

- Develop general response actions defining containment, treatment, pumping, or other actions, singly or in combination, to satisfy the RAOs;
- Identify areas to which general response actions may apply, taking into account requirements for protectiveness as identified in the remedial action objectives. The chemical and physical characterization shall also be taken into account;
- Identify and evaluate technologies applicable to each general response action. General response actions shall be refined to specify remedial technology types. Technology process options for each of the technology types shall be identified either concurrent with the identification of technology types, or after the screening of the considered technology types. Technology process options shall be evaluated on the basis of

effectiveness, implementability, and cost factors to select representative processes for each technology type;

- Assemble selected representative technologies into alternatives. Together, the alternatives shall represent a range of treatment and containment combinations. Settling Defendants shall summarize the assembled alternatives and their related action-specific ARARs; and
- Conduct a final screening of alternatives using the three criteria in 40 C.F.R. §§ 300.430(e)(7)(i) through (iii). As appropriate, the screening shall preserve the range of treatment and containment alternatives that was initially developed, and shall include options that use treatment technologies and permanent solutions to the maximum extent practicable.

### **4.5.3 Treatability Studies**

If treatability testing is deemed necessary by DTSC or Settling Defendants, Settling Defendants shall prepare applicable work plans, and upon DTSC approval of such work plans, shall perform such testing to assist in the detailed analysis of alternatives. In addition, if applicable, testing results and operating conditions shall be used in the detailed design of the selected remedial technology. The treatability study process, if performed, is outlined below.

Settling Defendants shall develop and submit for DTSC review and approval a Treatability Studies Work Plan describing the work needed and providing schedules for its completion. In the Treatability Studies Work Plan, Settling Defendants shall:

- Describe the data that will be gathered to conduct treatability studies of candidate technologies;
- Describe the type of treatability tests that Settling Defendants will use to test each of the candidate technologies (i.e., bench versus pilot);
- Describe various aspects of the treatability studies including the Class I Landfill background, candidate remedial technologies to be tested, test objectives, experimental procedures, treatability conditions to be tested, measurements of performance, analytical methods, data management and analysis, health and safety, and residual waste management;
- Describe, if pilot-scale treatability testing is to be performed, pilot plant installation and start-up, pilot plant operation and maintenance procedures, operating conditions to be tested, and prepare a treatability study SAP and HASP; and
- Describe, if testing is to be performed off-site, permitting requirements and the manner in which Settling Defendants shall meet permitting requirements.

After completion of treatability studies, Settling Defendants shall develop and submit for DTSC review and approval a Treatability Studies Evaluation Report analyzing and interpreting the test results. Depending on the sequence of activities, this report may be a part of the Groundwater RI/FS report or a separate deliverable. The report must evaluate each candidate technology's effectiveness, implementability, cost, and actual results as compared with predicted results. The report must also evaluate full-scale application of the candidate technologies, including a sensitivity analysis identifying the key parameters affecting full-scale operation.

#### **4.5.4 Detailed Analysis of Remedial Alternatives**

Settling Defendants shall conduct a detailed analysis of the alternatives that passed the screening stage and submit to DTSC a proposed list of alternatives to be included in the detailed analysis of the Groundwater Feasibility Study Report. Upon approval of the list, this analysis shall include evaluation against seven of the nine evaluation criteria described at 40 C.F.R. §§ 300.430(e)(9)(iii):

1. Overall protection of human health and the environment;
2. Compliance with ARARs;
3. Long-term effectiveness and permanence;
4. Reduction of toxicity, mobility, and volume through treatment;
5. Short-term effectiveness;
6. Implementability; and
7. Cost.

State and community acceptance shall be addressed in the ROD/RAP once formal comments on the Groundwater RI/FS report and the proposed plan have been received and a final remedy selection decision is being made.

#### **4.5.5 Comparative Evaluation of Remedial Alternatives**

Once the alternatives have been described and individually assessed against the evaluation criteria, a comparative analysis shall be conducted to evaluate the relative performance of each alternative in relation to each specific evaluation criterion. This is in contrast to the preceding analysis in which each alternative was analyzed independently without a consideration of other alternatives. The purpose of this comparative analysis is to identify the advantages and disadvantages of each alternative relative to one another so that the key tradeoffs DTSC must balance in selecting a remedy can be identified.

The comparative analysis shall include a narrative discussion describing the strengths and weaknesses of the alternatives relative to one another with respect to each

criterion. Settling Defendants may include this information in a tabular presentation for ease of comparison.

#### **4.5.6 Groundwater Feasibility Study Report**

In developing the Groundwater Feasibility Study Report, Settling Defendants shall follow the FS Report format described in Table 6-5 of the RI/FS Guidance. The Draft Groundwater Feasibility Study Report shall be submitted for DTSC review and approval to provide DTSC with the information needed to allow for the selection of a groundwater remedy. The Groundwater Feasibility Study Report shall be submitted in draft, draft final and final versions and responses to regulatory agency comments shall be prepared for the Draft and Draft Final FS versions of the Groundwater Feasibility Study version.

### **5 QUARTERLY PROGRESS REPORTS**

Quarterly progress reports shall be provided that summarize the work performed in the previous quarter, outline the work anticipated in the next quarter, document interactions and agreements between DTSC and the Settling Defendants, and describe problems/concerns.

## 6 RI/FS DELIVERABLE SCHEDULE

The Settling Defendants shall submit the RI/FS deliverables to DTSC for review and approval as specified on the attached schedule.

Activity		Due
1.	Draft Data Quality Technical Memorandum	12 weeks after entry of Consent Decree
2.	Final Data Quality Technical Memorandum	8 weeks After receipt of DTSC comments on Draft Data Quality Technical Memorandum
3.	Draft Groundwater Conditions Report <sup>1</sup>	16 weeks After receipt of DTSC comments on Draft Data Quality Technical Memorandum
4.	Final Groundwater Conditions Report	8 weeks After receipt of DTSC comments on Draft Groundwater Conditions Report
5.	Draft Groundwater RI/FS Work Plan <sup>2</sup>	24 weeks after receipt of DTSC comments on Draft Groundwater Conditions Report
6.	Final Groundwater RI/FS Work Plan	8 weeks after receipt of DTSC comments on Draft Groundwater RI/FS Work Plan
7.	Quarterly Progress Reports	8 weeks after the end of the previous quarter until approval of the GW FS
8.	Quarterly Groundwater Data Submittals	12 weeks after completion of each quarterly sampling event quarter until approval of the GW FS
9.	Draft Annual Groundwater Monitoring Report	20 weeks after completion of the third quarter groundwater sampling event
10.	Final Annual Groundwater Monitoring Report	8 weeks after receipt of DTSC comments on the Draft Annual Groundwater Monitoring Report

<sup>1</sup> Groundwater Conditions Report will include Preliminary DQOs and a CSM, consistent with language in Sec. 4.1.5: Preliminary Remedial Action Objectives and Alternatives and Possible Removal Actions; and a Preliminary List of ARARs and To Be Considered Information.

<sup>2</sup> The Groundwater RI/FS Work Plan must include several other plans as set forth in this SOW: the updated Class I Landfill Health and Safety Plan (HASP), a Groundwater Sampling and Analysis Plan (SAP) including an updated QAPP, and a Data Management Plan.

Activity		Due
11.	Draft Groundwater RI Report	32 weeks after completion of field work associated with the Remedial Investigations
12.	Draft Final Groundwater RI Report	12 weeks after receipt of DTSC comments on the Draft RI Report
13.	Final Groundwater RI Report	20 weeks after receipt of DTSC comments on the Draft Final Groundwater RI
14.	Meeting with DTSC to Scope Risk Assessment	6 weeks after completion of field work associated with the Remedial Investigations
15.	Draft Risk Assessment Scoping Memorandum	10 weeks after Scoping Meeting
16.	Draft Baseline Human Health and Ecological Risk Assessment Reports	Concurrent with Draft RI Report
17.	Final Baseline Human Health and Ecological Risk Assessment Reports	Concurrent with Final RI Report
18.	Draft Groundwater FS Report	24 weeks after receipt of DTSC comments on the draft Groundwater RI, or 24 weeks after completion of Treatability Studies, if any.
19.	Draft Final Groundwater FS Report	8 weeks after receipt of DTSC comments on the Draft Groundwater FS Report
20.	Final Groundwater FS	8 weeks after receipt of DTSC comments on the Draft Final Groundwater FS Report

## 7 REFERENCES:

**The following list, although not comprehensive, contains many of the regulations and guidance documents that apply to the RI/FS process:**

U.S. EPA (1981). Health and Safety Requirements of Employees Employed in Field Activities. Office of Solid Waste and Emergency Response, Washington: GPO. Order No. 1440.2.

U.S. EPA (1987a). A Compendium of Superfund Field Operations Methods. 2 vols. Office of Emergency and Remedial Response, Washington: GPO. EPA/540/P-87/001a. OSWER Directive No. 9355.0-14.

U.S. EPA (1987b). Interim Guidance on Compliance with Applicable or Relevant and Appropriate Requirements. Office of Emergency and Remedial Response, Washington: GPO. EPA/540/P-87/001a. OSWER Directive No. 9234.0-05.

U.S. EPA (1988a). Community Relations during Enforcement Activities and Development of the Administrative Record. Office of Solid Waste and Emergency Response, Washington: GPO. OSWER Directive No. 9836.0-1A.

U.S. EPA (1988b). Draft Guidance on Preparing Superfund Decision Documents: The Proposed Plan and Record of Decision. Office of Emergency and Remedial Response, Washington: GPO. OSWER Directive No. 9355.3-02.

U.S. EPA (1988c). Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA. Office of Emergency and Remedial Response, Washington: GPO. OSWER Directive No. 9355.3-01.

U.S. EPA (1988d). Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites. Office of Emergency and Remedial Response, Washington: GPO. OSWER Directive No. 9283.1-2.

U.S. EPA (1988e). Interim Guidance on PRP Participation in the RI/FS Process. Office of Solid Waste and Emergency Response, Washington: GPO. OSWER Directive No. 9835.1a.

U.S. EPA (1988f). CERCLA Compliance with Other Laws Manual, Part 1. Office of Emergency and Remedial Response, Washington: GPO. OSWER Directive No. 9234.1-01.

U.S. EPA (1989a). CERCLA Compliance with Other Laws Manual, Part 2. Office of Emergency and Remedial Response, Washington: GPO. OSWER Directive No. 9234.1-02.

U.S. EPA (1989b). Risk Assessment Guidance for Superfund (RAGS): Volume 1: Human Health Evaluation Manual (HHEM), Part A, Interim Final. Office of Emergency and Remedial Response, Washington, DC. EPA/540/1-89/002. Directive 9285.7-02B. NTIS PB90-155581.

U.S. EPA (1990a). Final Guidance on Administrative Records for Selecting CERCLA Response Actions. Office of Solid Waste and Emergency Response, Washington: GPO. OSWER Directive No. 9833.3A-1.

U.S. EPA (1990b). Performance of Risk Assessments in Remedial Investigation/Feasibility Studies (RI/FSs) Conducted by Potentially Responsible Parties (PRPs). Office of Solid Waste and Emergency Response, Washington: GPO. OSWER Directive No. 9835.15.

U.S. EPA (1991a). Guidance on Oversight of Potentially Responsible Party Remedial Investigations and Feasibility Studies. 2 vol. Office of Waste Programs Enforcement . Washington: GPO. OSWER Directive No. 9835.1(c).

U.S. EPA (1991b). Risk Assessment Guidance for Superfund (RAGS), Volume 1: Human Health Evaluation Manual (HHEM), Part B, Development of Risk-Based Preliminary Remediation Goals. Office of Emergency and Remedial Response, Washington, DC. Publication 9285.7-01B. EPA/540/R-92/003. NTIS PB92-963333.

U.S. EPA (1991c). Role of the Baseline Risk Assessment in Superfund Remedy Selection Decisions. Office of Emergency and Remedial Response, Washington, DC. Publication 9355.0-30. NTIS PB91-921359/CCE.

U.S. EPA (1991d). User's Guide to the EPA Contract Laboratory Program. Office of Research and Development, Washington: GPO. EPA 540 P-91 002.

U.S. EPA (1992a). Estimating Potential for Occurrence of DNAPL at Superfund Sites. Office of Emergency and Remedial Response, Washington, DC. Publication 9355.4-07FS. NTIS PB92-963338.

U.S. EPA (1992b). Guidance for Data Usability in Risk Assessment (Part A and B). Office of Emergency and Remedial Response, Washington: GPO. OSWER Directives 9285.7-09A and B.

U.S. EPA (1993). Guidance for Evaluating the Technical Impracticability of Ground-Water Restoration. Office of Solid Waste and Emergency Response, Washington: GPO. OSWER Directive 9234.2-25.

U.S. EPA (1994). DNAPL Site Characterization Quick Reference Fact Sheet. EPA/540/F-94/049.

U.S. EPA (1997a). Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments - Interim Final, June 1997. EPA 540-R-97-006. OSWER Publication Number 9285.7-25. NTIS Order Number PB97-963211.

U.S. EPA (1997b). Health Effects Assessment Summary Tables (HEAST). Office of Solid Waste and Emergency Response, Washington: GPO. EPA-540-R-97-036. OSWER Directive No. 9200.6-303 (97-1). NTIS PB97-921 199.

U.S. EPA (1998b). Guidelines for Ecological Risk Assessment. Risk Assessment Forum, Washington: GPO. EPA/630/R-05/002F.

U.S. EPA (1998c). Risk Assessment Guidance for Superfund: Volume I - Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments) (Interim). Office of Emergency and Remedial Response, Washington, D.C. OSWER Directive 9285.7-01D.

U.S. EPA (1998d). Use of Soil Cleanup Criteria in 40 CFR Part 192 as Remediation Goals for CERCLA sites. Office of Emergency and Remedial Response, Washington: GPO. OSWER Directive No. 9200.4-25.

U.S. EPA (1999a). Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents. Office of Solid Waste and Emergency Response, Washington: GPO. EPA 540-R-98-031. OSWER Directive No. 9200.1-23P.

U.S. EPA (1999b). Use of Monitored Natural Attenuation at Superfund, RCRA Corrective Action, and Underground Storage Tank Sites. Office of Solid Waste and Emergency Response. Final OSWER Directive 9200.4-17, Publication EPA/540/R-99/009. NTIS Order Number PB99 963 315, 41p.

U.S. EPA (2001a). EPA Region 9 Requirements for Quality Assurance Program Plans. U.S. Environmental Protection Agency Region 9, Quality Assurance Office: San Francisco, CA. R9QA/03.1.

U.S. EPA (2001b). EPA Requirements for Quality Assurance Project Plans (QA/R-5). Office of Environmental Information. Washington, DC. EPA/240/B-01/003.

U.S. EPA (2002a). EPA Guidance for Quality Assurance Project Plans (QA/G-5). Office of Environmental Information. Washington, DC. EPA/600/R-02/009.

U.S. EPA (2002b). Supplemental Guidance for Developing Soil Screening Levels for Superfund Sites. Office of Solid Waste and Emergency Response. OSWER Directive 9355.4-24.

U.S. EPA (2004a). Performance Monitoring of MNA Remedies for VOCs in Ground Water. National Risk Management Research Laboratory (NRMRL), Oklahoma. EPA/600/R-04/027, 92p.

U.S. EPA (2004b). Risk Assessment Guidance for Superfund: Volume I - Human Health Evaluation Manual (Part E, Supplemental Guidance for Dermal Risk Assessment (Final). Office of Superfund Remediation and Technology Innovation, Washington, D.C. EPA/540/R/99/005. OSWER Directive 9285.7-02EP.

U.S. EPA (2004c). Site Characterization Technologies for DNAPL Investigations. Office of Solid Waste and Emergency Response. EPA/542/R-04/017.

U.S. EPA (2006). Guidance on Systematic Planning Using the Data Quality Objectives Process. Office of Environmental Information (QA/G4). EPA/240/B-06/001. February 2006.

U.S. EPA (2007a). Monitored Natural Attenuation of Inorganic Contaminants in Ground Water Volume 1 - Technical Basis for Assessment. National Risk Management Research Laboratory (NRMRL), Cincinnati, Ohio. EPA/600/R-04/027, 94p.

U.S. EPA (2007b). Monitored Natural Attenuation of Inorganic Contaminants in Ground Water Volume 2 - Assessment for Non-Radionuclides Including Arsenic, Cadmium, Chromium, Copper, Lead, Nickel, Nitrate, Perchlorate, and Selenium. National Risk Management Research Laboratory (NRMRL), Cincinnati, Ohio. EPA/600/R-07/140, 124p.

U.S. EPA (2011) Environmental Cleanup Best Management Practices: Effective Use of the Project Life Cycle Conceptual Site Model, EPA 542-F-11-011.

U.S. EPA (2012a). Integrated Risk Information System (IRIS). 22 August 2012. Web. <<http://www.epa.gov/IRIS/>>.

U.S. EPA (2012b). Regional Screening Levels (Formerly PRGs). Updated 3 December 2013. Web. <<http://www.epa.gov/region9/superfund/prg/index.html>>.

U.S. Government, (1994). National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule. Code of Federal Regulations, Title 40 Part 300. 1994.

## **OTHER GUIDANCE**

California Department of Toxic Substances Control, Human and Ecological Risk Office, Human Health Risk Assessments <http://www.dtsc.ca.gov/assessingrisk/humanrisk2.cfm>

Interstate Technology and Regulatory Council (2011). Integrated DNAPL Site Strategy, IDSS-1. Washington: Interstate Technology and Regulatory Council.

Occupational Safety and Health Administration (2012). "Occupational Safety and Health Standards." 29 CFR 1910.120.



# **EXHIBIT E**

**EXHIBIT E**  
**Lists of Settling Defendants**

Exhibit E-1  
Settling Defendants on the First, Second, and Third Consent Decrees

American Honda Motor Co., Inc.  
Anadarko E&P Onshore LLC  
Atlantic Richfield Company  
Bayer Cropscience Inc.  
Chemical Waste Management, Inc.  
Chevron Environmental Management Company  
City Of Los Angeles, Acting By And Through The Los Angeles Department Of Water And Power  
ConocoPhillips Company  
Ducommun Aerostructures, Inc.  
ExxonMobil Corporation  
Honeywell International Inc.  
Huntington Beach Company  
National Steel And Shipbuilding Company  
Northrop Grumman Corporation  
Quemetco, Inc.  
Rohr, Inc.  
Shell Oil Company  
Southern California Edison Company  
Union Carbide Corporation  
Waste Management Collection And Recycling, Inc.  
Western Waste Industries  
Xerox Corporation

Exhibit E-2  
Settling Defendants on the Second and Third Consent Decrees

The Boeing Company  
The Dow Chemical Company  
Gemini Industries, Inc.  
General Latex and Chemical Corporation  
Lockheed Martin Corporation  
Morton International, Inc.  
Raytheon Company  
Rohm & Hass Company

Exhibit E-3  
Settling Defendants on the Amended Third Consent Decree

Ameron International Corp.  
Ashland Chemical Company  
Azusa Land Reclamation, Inc.  
Baker Hughes Oilfield Operations, Inc.  
Baker Petrolite Corporation  
Big Heart Pet Brands  
California Resources Corporation  
Chevron Marine LLC  
Crosby & Overton, Inc.  
Essex Chemical Corporation  
Filtrol Corporation  
General Dynamics Corporation  
Hewlett-Packard Company  
Hugo Neu-Proler  
Mars, Inc.  
Montrose Chemical Corporation of California  
Mortell Company  
Oxy USA Inc.  
Rockwell Automation, Inc.  
The Procter & Gamble Manufacturing Company  
San Diego Gas & Electric Company  
Smith International, Inc.  
Southern California Gas Company  
Union Pacific Railroad  
Unisys Corporation  
United States Steel Corporation  
United Technologies Corporation  
Univar USA, Inc.  
USA Waste of California, Inc.  
Vigor Shipyards, Inc.  
Waste Management of California, Inc.  
Waste Management Recycling and Disposal Services of California, Inc.  
Wyeth Holdings LLC. f/k/a American Cyanamid Company

# **EXHIBIT F**

## 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**

**EXHIBIT G**

**SETTLING DEFENDANTS' AFFILIATED ENTITIES**

AMERON INTERNATIONAL CORP.

Ameron Composites, Inc.  
Ameron Holdings, Inc.

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  
ARCO Business Service  
ARCO Hynes  
ARCO Marine ARCO Marketing  
ARCO Metal Improvements  
ARCO Polymer  
ARCO Solar  
ARCO Vin Vale  
Bray Oil Co.  
Cal West Associates  
Carborundum Co  
Hitco Chemical Corp.  
AMOCO Chemical Company  
AMOCO Reinforced Plastics  
U.S. Polymerics  
BP Chemical Company  
BP West Coast Products LLC

BAKER HUGHES OILFIELD OPERATIONS, INC.

Baker Oil Treating  
Baker Packers  
Baker Sand Control  
Milchem  
BJ Hughes Inc  
Centrilift Hughes  
Hughes Tool

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BAKER PETROLITE CORPORATION

Petrolite Corporation

BAYER CROPSCIENCE INC.

SMC LLC (Indemnitor/Litigation Agent of Bayer CropScience Inc.)

Stauffer Chemical Company

Rhone Poulenc, Inc. (NY)

Rhodia, Inc. (NY)

Rhone-Poulenc Ag Company Inc.

Aventis CropScience USA LP

Aventis CropScience USA, Inc.

BIG HEART PET BRANDS

Del Monte Corporation

SKF Foods Inc.

THE BOEING COMPANY

McDonnell Douglas Corporation

Douglas Aircraft Company

McDonnell Douglas Aerospace

McDonnell Douglas Astronautics Co.

McDonnell Douglas Computer Systems

McDonnell Douglas Helicopter Company fka Hughes Helicopters, Inc.

Rockwell International fka North American Rockwell (aerospace and space businesses only)

Rocketdyne

Autonetics

Boeing Electron Dynamic Devices Inc.

Boeing Satellite Systems Inc. fka Hughes Space & Communications

Aviall, Inc.

Spectrolab, Inc.

Microdata Corporation (for certain historical environmental liabilities)

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)

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CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY (continued)

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

McFarland Energy, Inc., a dissolved Delaware corporation

Union Oil Company of California

CONOCOPHILLIPS COMPANY

Aminoil USA, Inc.

Burmah Oil & Gas Company

Douglas Oil Company of California

Kayo Oil Company

Phillips Petroleum Company

Tosco Corporation

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.

ExxonMobil Pipeline Company

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EXXON MOBIL CORPORATION (continued)

Mobil Chemical Company Inc.  
Pacific Offshore Pipeline Company  
ExxonMobil Research and Engineering Company  
ExxonMobil Upstream Research Company  
Mobil Petroleum Company Inc.  
Montgomery Ward  
Canner's Steam Company  
Mobil Marketing  
Castle, Inc.  
Container Corporation of America

HEWLETT-PACKARD COMPANY

Digital Equipment Corporation

HONEYWELL INTERNATIONAL INC.

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

HUGO NEU-PROLER

Simsmetal West LLC

LOCKHEED MARTIN CORPORATION

Loral Electro Optical Systems  
International Light Metal Corporation  
Martin Marietta Carbon, Inc.

MARS, INC.

Mars, Inc. (successor in interest to Kal Kan Foods, Inc.)

MORTON INTERNATIONAL, INC.

Thiokol/Dynachem  
Bee Chemical

NORTHROP GRUMMAN SYSTEMS CORPORATION

Northrop Grumman Systems Corporation  
Northrop Grumman Space & Mission Systems Corp. F/K/A TRW Inc.  
Northrop Grumman Guidance and Electronics Company, Inc. F/K/A Litton Systems, Inc.

OXY USA INC.

Occidental Petroleum Corporation  
Occidental Research Corporation

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Occidental Chemical Corporation  
Oxy Metals Industries

ROHM AND HAAS COMPANY  
Shibley Company, Inc.

ROHR, INC.  
Goodrich Corporation (f.k.a. The B.F. Goodrich Company)  
BF Goodrich Chemical  
Menasco  
Rohr Aircraft  
Rohr Industries

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  
Western Farm Services

UNION PACIFIC RAILROAD  
Southern Pacific Transportation Company  
Pacific Motor Trucking Co.

UNISYS CORPORATION  
Burroughs Corporation  
Memorex Corporation  
Precision Plastics  
Sperry Corporation

UNIVAR USA INC.  
Univar USA Inc.  
Van Waters & Rogers, Inc.  
Vopak USA Inc.

US STEEL  
Braskem America Inc. f/k/a Sunoco Chemicals Inc. f/k/a Aristech Chemicals Corporation  
Sunoco, Inc. (R&M) and Sunoco, Inc.

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

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Chemical Waste Management, Inc.  
Oil & Solvent Process Company  
Western Waste Industries  
WRH Industries  
Universal Refuse Removal Co., Inc.  
Bradley West  
American Waste Systems, Inc.  
Azusa Land Reclamation, Inc.  
Blue Barrel Disposal  
Fleet Disposal, Inc.  
Gimelli Brothers, Inc.  
Granada Disposal Company, Inc.  
Stagg Equipment Corp. f/k/a Stagg Container Corp.  
Universal Refuse Removal Co., Inc.  
Valley Reclamation Co.  
BDC Services, Inc. dba BDC Special Waste Services  
Bradley Landfill & Recycling Center  
Western Refuse Hauling, Inc.  
Waste Management of California, Inc.  
USA Waste of California, Inc.  
Waste Management of Recycling and Disposal Services of California, Inc.

**CERTIFICATE OF SERVICE**

Case Name: **California Department of Toxic Substances Control v. American Honda Motor Co., Inc., et al** No. **2:15-cv-00729-DDP-AJW**

I hereby certify that on July 29, 2016, I electronically filed the following documents with the Clerk of the Court by using the CM/ECF system:

**[PROPOSED] FIRST AMENDED THIRD PARTIAL CONSENT DECREE**

I certify that **all** participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on July 29, 2016, at Los Angeles, California.

\_\_\_\_\_  
Carol Chow  
Declarant

\_\_\_\_\_  
/s/ Carol Chow  
Signature

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