



California Regional Water Quality Control Board

Los Angeles Region



Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

Alan C. Lloyd, Ph.D.
Agency Secretary

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Arnold Schwarzenegger
Governor

March 20, 2006

Mr. Chris Panaitescu
Golden West Refining Company
13116 Imperial Highway
Santa Fe Springs, CA 90670

Mr. Moshe Sassover
Golden Springs Development Company, LLC
13116 Imperial Highway
Santa Fe Springs, CA 90670

Dear Mr. Panaitescu and Mr. Sassover:

A RESOLUTION AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A PROSPECTIVE PURCHASER AGREEMENT (R06-004) AND A WASTE DISCHARGE REQUIREMENTS FOR MARKETING AREA (R4-2006-0037) - FORMER GOLDEN WEST REFINING COMPANY, 13539 FOSTER ROAD, SANTA FE SPRINGS, CALIFORNIA (SLIC NO. 227; CAO NO. R4-2004-0020, SITE ID NO. 2040073)

Our letter dated February 3, 2006, transmitted the tentative Resolution, Prospective Purchase Agreement (PPA), and Waste Discharge Requirements (WDRs) for Marketing Area.

Pursuant to Division 7 of the California Water Code, this Regional Board at a public hearing during the Board meeting held on March 9, 2006, reviewed the tentative Resolution, PPA, and WDRs, considered all factors in the case, and adopted the Resolution No. R06-004 for the PPA, and Order No. R4-2006-0037 relative to the Marketing Area.

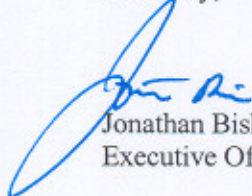
Enclosed are the followings:

1. Resolution No. R06-004 and Prospective Purchaser Agreement (PPA) for the GWRC and Golden Springs Development Company, LLC, for the Marketing Area (MA), and
2. Waste Discharge Requirements Order No. R4-2006-0037 and Monitoring and Reporting Program, CI-9023, attached as Exhibit E of the PPA for remediation of contaminated soils at the MA site.

Please note that three original sets of the PPA are attached for your use and when recorded, please mail a set of PPA to the Regional Board for the record.

We are sending a copy of Orders only to the applicant. A copy of the Orders can be furnished to anyone who requests it or can be obtained using our web site at <http://www.waterboards.ca.gov/losangeles>. **If you have any questions, please contact Ms. Thizar Tintut-Williams at (213) 576-6723, or Dr. Rebecca Chou, Unit Chief at (213) 576-6733.**

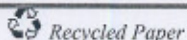
Sincerely,



Jonathan Bishop
Executive Officer

cc: List

California Environmental Protection Agency



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

Mr. Moshe Sassover and Mr. Chris Panaitescu - 2 -
Golden West Refining Company and
Golden Springs Development Company, LLC

March 20, 2006

Mr. Robert Sams, Office of Chief Counsel, State Water Resources Control Board
Mr. John Youngerman, State Water Resources Control Board, Division of Water Quality
Mr. Russhawn Aldridge, Office of Environmental Health Hazard Assessment
Mr. Vu T. Nguyen, Department of Toxic Substance Control, Region 3 – Glendale
Department of Interior, U.S. Fish and Wildlife Service
Department of Fish and Games, Region 5
Mr. Kurt Souzas – California Department of Health Services
Mr. Chris Nagler, WaterMaster, California Department of Water Resources
Ms. Katsumi Keeler, South Coast Air Quality Management District
Ms. Shahin Nourishad, LA County Fire Department-Health Hazardous Material Division
Ms. DeAnn Johnson, County of Los Angeles, Community Development Commission
Mr. Patrick Nejadian, Los Angeles County, Water and Sewerage Program
Ms. Ginger Shattuck, Norwalk-La Mirada School District
Mr. Gary Dicorpo, City of Norwalk
Mr. Mr. Bob Orpin, City of Santa Fe Springs
Mr. Thomas Hall, City of Santa Fe Springs Fire Department
Mr. Neal Welland, City of Santa Fe Springs Fire Department
Mr. Hoover Ng, Water Replenishment District- Southern California
Friends of the L.A. River
Angela Johnson Maszaros, Environmental Justice Resource Network
Mr. Carlos Porras, Communities for a Better Environment
Mr. Paul Permentier, Golden West Refining Company

/ttw

California Environmental Protection Agency



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Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

**STATE OF CALIFORNIA
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION**

MARCH 9, 2006

RESOLUTION NO. R06-004

**CONSIDERATION OF A RESOLUTION AUTHORIZING THE EXECUTIVE OFFICER TO
EXECUTE THE PROSPECTIVE PURCHASER AGREEMENT FOR THE GOLDEN WEST
REFINING COMPANY AND THE GOLDEN SPRINGS DEVELOPMENT COMPANY, LLC
(MARKETING AREA, SANTA FE SPRINGS)**

(FILE NO. 85-13)

WHEREAS, THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION, FINDS:

1. On May 12, 1997, the RWQCB adopted Resolution No. 97-012, which authorized the Executive Officer to sign a Prospective Purchaser Agreement ("First PPA") between the Parties. The First PPA applied only to West Tank Farm Zones B, B₁, C and C₁. On April 13, 1998, the RWQCB adopted Resolution No. 98-06, which approved a Remedial Work Plan for Zones B, B₁, B₂, C and C₁, approved the adequacy of financial assurance provided by GWRC, and authorized the Executive Officer to sign Amendment No. 1 to the Prospective Purchaser Agreement for the Golden West Refining Company and the Golden Springs Development Company, LLC, which incorporated Zone B₂ into the site defined by the First PPA, revised language in the First PPA to eliminate a "Covenant Not to Sue" to GWRC and provided for the Executive Officer to issue "No Further Action" letters for each individual zone identified in the First PPA. On May 18, 1998, the RWQCB adopted Resolution No. 98-09, which authorized the Executive Officer to execute another Prospective Purchaser Agreement ("Second PPA") between the Parties. The Second PPA applied only to West Tank Farm Zones A₁ and A₂. On December 14, 1998, the RWQCB adopted Resolution No. 98-024, which authorized the Executive Officer to execute another Prospective Purchaser Agreement ("Third PPA") between the Parties. The Third PPA applied to West Tank Farm Zones D₁ and D₂. On June 29, 2000, the RWQCB adopted Resolution No. R00-012, which authorized the Executive Officer to execute another Prospective Purchaser Agreement ("Fourth PPA"). The Fourth PPA applied to Process Unit Area Zones F₁ to F₁₀, G₁ to G₉ and J₁ to J₃, later re-named Areas J, K, L, Q, and MNOP. On December 4, 2003, the RWQCB adopted Resolution No. R03-018, which authorized the Executive Officer to execute another Prospective Purchaser Agreement ("Fifth PPA"). The Fifth PPA applied to the South Tank Farm (STF).
2. On February 24, 2000, GWRC submitted a Conceptual Design Report for Groundwater Remediation Systems prepared by England & Associates. On May 3, 2000, the Regional Board staff issued written comments to GWRC which required a proposal, to be submitted as an

addendum, to enhance the remediation of the on-site and off-site dissolved phase groundwater contamination plume, in addition to free product recovery. On May 11, 2000, GWRC submitted the addendum, which provides a conceptual approach to enhance recovery of free product, and remediation of the dissolved phase groundwater contamination plume beneath the refinery. On June 5, 2001, GWRC submitted the "Final Design Report (Report), Groundwater Remediation, GWRC" prepared by England Geosystems. On October 25, 2001, the Regional Board staff approved the Report. GWRC also included a cost estimate, approximately \$5.4 million, for implementing the conceptual approach.

3. GWRC will submit an "Unanimous Written Consent to Action Without a Meeting of the Board of Directors of Golden West Refining Company, a California Corporation" (Written Consent) showing it has allocated \$2,221,510 to remediate soil contamination and \$497,000 to remediate groundwater contamination at the 10.4-acre Marketing Area. In addition, GWRC has agreed to provide additional funding in the event that soil and groundwater cleanup cost exceeds \$2,718,510.
4. GWRC intends to remove free product and remediate on-site and off-site groundwater contamination in a timely manner in accordance with the requirements of Cleanup and Abatement Order (CAO) No. R4-2004-020 and the Final Design Report. The enhanced free-product recovery will be completed and fully operational for the MA by December 15, 2008.
5. The proposed agreement is fair, reasonable, and in the public interest.

THEREFORE BE IT RESOLVED THAT:


6. This Regional Board hereby authorizes the Executive Officer to execute the enclosed Prospective Purchaser Agreement, by and between the Regional Board, the Golden West Refining Company and the Golden Springs Development Company, LLC.
7. The Executive Officer shall not execute the agreement until such time as he is satisfied that all of the conditions of agreement listed in Recital U of the agreement have been satisfied.
8. A copy of this Resolution will be forwarded to the State Water Resources Control Board.
9. A copy of this Resolution will be forwarded to the Golden West Refining Company, the Golden Springs Development Company, LLC, and to all interested parties.

Golden West Refining Company and the
Golden Springs Development Company, LLC.
(Marketing Area)
Resolution No. R06-004

File No. 85-13

CERTIFICATION

I, Jonathan Bishop, Executive Officer, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the California Regional Water Quality Control Board, Los Angeles Region on March 9, 2006.



Jonathan Bishop
Executive Officer

RECORDING REQUESTED BY:

Golden West Refining Company
Attention: Barry W. Berkett
13116 Imperial Highway
Santa Fe Springs, California 90670

WHEN RECORDED, MAIL TO:

California Regional Water Quality Control Board
Los Angeles Region
Attention: Executive Officer
320 W. 4th Street, Suite 200
Los Angeles, California 90013

PROSPECTIVE PURCHASER AGREEMENT

This Prospective Purchaser Agreement ("PPA") is made and entered into by and between the California Regional Water Quality Control Board, Los Angeles Region ("RWQCB"), Golden West Refining Company, a California corporation ("GWRC"), and Golden Springs Development Company, LLC, a California limited liability company ("GSDC"), with regard to the following facts:

RECITALS

A. Refinery Property. The former Golden West Refinery ("Refinery Property") encompasses approximately 265 acres in the City of Santa Fe Springs, County of Los Angeles. The Refinery Property is divided by Carmenita Road, which traverses the property from north to south. West of Carmenita Road, the Refinery Property is bounded on the north by Imperial Highway; on the east by Carmenita Road; on the south by the Atkinson, Topeka & Santa Fe Railway tracks; and on the west by Shoemaker Avenue. East of Carmenita Road, the Refinery Property is divided by East Foster Road, which traverses the Refinery Property from east to west. South of East Foster Road, the Refinery Property is bounded on the north by East Foster Road; on the east by the North Fork Coyote Creek; on the south by the Atkinson, Topeka & Santa Fe Railway tracks; and on the west by Carmenita Road. North of East Foster Road, the Refinery Property is divided by the North Fork Coyote Creek, which traverses the Refinery Property from north to south. East of the North Fork Coyote Creek, the Refinery Property is bounded on the north by improved light industrial development; on the east by Marquardt Avenue; on the south by East Foster Road; and on the west by the North Fork Coyote Creek. West of the North Fork Coyote Creek, the Refinery Property is bounded on the north by improved light industrial development; on the east by the North Fork Coyote Creek; on the south by East Foster Road; and on the west by Carmenita Road. The Refinery Property is divided into four principal areas: 1) West Tank Farm, 2) Process Unit Area, 3) South Tank Farm, and 4) Marketing Area.

March 9, 2006

B. West Tank Farm. The West Tank Farm ("WTF") is situated on approximately 133.3 acres bounded by Imperial Highway on the north, Carmenita Road on the east, the Atkinson, Topeka & Santa Fe Railway tracks on the south, and Shoemaker Avenue on the west. The WTF has been divided into nine (9) separate zones (Zones A₁, A₂, B, B₁, B₂, C, C₁, D₁ and D₂) for purposes of assessment, remediation and development. Remediation of the WTF, consisting of the excavation of the uppermost 20 feet of contaminated soils, and transportation and off-site disposal of approximately 62,000 tons of petroleum-impacted soil, has been completed. The deep contaminated soils in Zones B and C are being remediated by vapor extraction systems. The WTF has been fully redeveloped, and ownership has been conveyed by GWRC to GSDC pursuant to prospective purchaser agreements previously entered into by the Parties.

C. Process Unit Area. The Process Unit Area ("PUA") is located east of Carmenita Road and north of East Foster Road and occupies approximately 78.83 acres. The PUA formerly contained several above-ground storage tanks ("ASTs"), underground storage tanks ("USTs"), sumps, basins, pits, above-ground and below-ground piping, transfer pumps, processing areas, heaters, electrical transformers and hazardous materials storage areas. The processing unit has not operated since 1992. The PUA has been divided into 5 separate zones (Zones J, K, L, Q and MNOP) for purposes of assessment, remediation and development. Remediation of zones J, K, L, Q, and MNOP consisting of the excavation of the uppermost 10 feet of contaminated soils, and transportation and off-site disposal of approximately 125,000 tons of petroleum-, or metal-impacted soil, has been completed. Zones J, K, L, Q and MNOP have been fully redeveloped. The deep contaminated soils in MNOP will be remediated by a vapor extraction system, which is under installation currently. Ownership has been conveyed by GWRC to GSDC previously and a prospective purchaser agreement was previously entered into by the Parties.

D. South Tank Farm. The South Tank Farm ("STF") is located east of Carmenita Road and south of East Foster Road and occupies approximately 41 acres. The STF formerly contained several ASTs, sumps, basins, pits, above-ground and below-ground piping, transfer pumps, and electrical transformers. Remediation of STF was consisted of the excavation of upper 10 feet of the future grade contaminated soil, and transportation and off-site disposal of approximately 65,000 tons of petroleum- or metal-impacted soil. The impacted deep soils (soil greater than 10 feet below future ground surface) in STF will be remediated by vapor extraction systems. The STF has been fully redeveloped and ownership has been conveyed by GWRC to GSDC. A prospective purchaser agreement was previously entered into by the Parties.

E. Marketing Area. This PPA applies to the Marketing Area ("Site") located to the south of the WTF, west of the STF, and northeast of an existing railroad line. Loading and inventory of finished products formerly took place on the Site. A legal description of the Site is attached hereto and incorporated by reference as Exhibit "A". A map depicting the Site is attached hereto as Exhibit "B". Ownership of the Site will be conveyed from GWRC to GSDC once a PPA is obtained.

F. Neighboring Properties. The Site is surrounded primarily by industrial and commercial areas. GWRC's main refinery operation plant that comprised the PUA was located to the northeast across Foster Road. Consistent with a prior prospective purchaser agreement, the former PUA property was developed for light industrial and commercial office park uses. The Site is bordered to the north by the former

WTF, to the northeast by the former PUA, and to the east by the former STF, which are currently fully redeveloped. Along the southern boundary of the Site is a railroad line, with heavy industrial and commercial facilities south of these tracks.

G. Refinery Property History and Ownership. The Refinery Property is located near crude oil-producing fields in the area. In 1925, Wilshire Oil Company ("Wilshire") purchased the Refinery Property and built storage facilities with more than seven (7) million barrels of capacity. In 1936, Wilshire constructed an oil refinery located east of Carmenita Road and north of East Foster Road, where gasoline and other finished petroleum products were manufactured. In 1960, Gulf Oil Corporation ("Gulf") purchased the Refinery Property from Wilshire. Gulf refined crude oil into finished gasoline, heavy fuel oils, diesel fuel and asphalt. In 1983, GWRC purchased the Refinery Property from Gulf. GWRC operated the refinery process unit until February 1992, when crude oil processing operations were suspended. Fuel transport operations were conducted by GWRC at the Refinery Property from February 1992 to August 1997. Since 1997, all of the WTF, PUA and STF have been demolished and redeveloped into light manufacturing industrial and commercial warehouse facilities. The Site, west of the STF across Carmenita Road and south of the WTF, will be the last remaining parcel of the Refinery Property to be evaluated, demolished, and developed.

H. Previous Cleanup and Abatement Orders. The RWQCB has previously issued several orders with regard to the Refinery Property. In 1985, the RWQCB issued Cleanup and Abatement Order No. 85-17, which required that GWRC and fourteen (14) other refiners in the Los Angeles Basin conduct subsurface investigations and site assessments to characterize any groundwater contamination beneath the respective facilities. In 1991, the RWQCB issued Cleanup and Abatement Order No. 91-079, which required that GWRC implement soil and groundwater investigations to determine the extent of contaminant migration and remediate site-derived soil and groundwater contamination. In 1993, the RWQCB issued Cleanup and Abatement Order No. 93-082 amending and superseding Order No. 91-079. The Order required the GWRC to cleanup and abate any on-site and off-site groundwater contamination originating from the Refinery Property, and implement a source elimination program over a 10-year period to detect leakage from above-ground tanks and underground pipelines and remediate any free product in a timely manner. GWRC has complied with the 10-year timetable for source elimination set forth in Order No. 93-082.

I. Outstanding Cleanup and Abatement Order No. R4-2004-0020. In 2004, the RWQCB issued Cleanup and Abatement Order No. R4-2004-0020, which requires GWRC to assess, cleanup and abate the effects of contamination in soil and groundwater at the Refinery Property. Order No. R4-2004-0020 supersedes and rescinds Order No. 93-082. GWRC is in compliance with Order No. R4-2004-0020.

J. GWRC Bankruptcy Proceeding. On July 31, 1992, GWRC filed a petition for reorganization under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court. On February 16, 1995, the U.S. Bankruptcy Court approved a Joint Plan of Reorganization (As Modified) (September 28, 1994) that incorporated Cleanup and Abatement Order No. 93-082. The Effective Date of the Plan occurred on February 28, 1995. Reorganized GWRC emerged from bankruptcy, and it is performing its obligations under Cleanup and Abatement Order No. 93-082, superseded by Order No. R4-2004-0020. Activities were being carried out in accordance with a ten-year time schedule (until 2004) and with annual planned expenditures specified in the GWRC's Joint Plan of Reorganization.

K. WTF, PUA and STF Assessment and Remediation. GWRC has completed a variety of environmental audits and assessments at the WTF, STF and PUA. The purpose of these activities was to identify the presence of soil and/or groundwater contamination and, if contamination was encountered, to identify its vertical and lateral extent and implement soil and groundwater remediation. In the WTF, STF and PUA, contaminants identified during the various investigations include total petroleum hydrocarbons ("TPH"), aromatic volatile organic compounds ("VOCs"), semi-volatile organic compounds and metals. Areas of contamination in shallow soil were remediated, and closure reports were prepared, summarizing the findings and remediation. As part of the PUA investigation, GWRC prepared a Human Health Risk Assessment ("HRAR") demonstrating that the contaminant levels under the PUA do not pose significant human health risks to future occupants of the Refinery Property and off-site receptors. The State of California Office of Environmental Health Hazard Assessment ("OEHHA") approved the HRAR, which established health-based levels for shallow and deep soil. These health-based levels are applicable to other parts of the former refinery redevelopment.

L. Previous Prospective Purchaser Agreements. On May 12, 1997, the RWQCB adopted Resolution No. 97-012, which authorized the Executive Officer to sign a Prospective Purchaser Agreement ("First PPA") between the Parties. The First PPA applied only to West Tank Farm Zones B, B₁, C and C₁. On April 13, 1998, the RWQCB adopted Resolution No. 98-06, which approved a Remedial Work Plan for Zones B, B₁, B₂, C and C₁, approved the adequacy of financial assurance provided by GWRC, and authorized the Executive Officer to sign Amendment No. 1 to the Prospective Purchaser Agreement for the Golden West Refining Company and the Golden Springs Development Company, LLC, which incorporated Zone B₂ into the site defined by the First PPA, revised language in the First PPA to eliminate a "Covenant Not to Sue" as to GWRC and provided for the Executive Officer to issue "No Further Action" letters for each individual zone identified in the First PPA. On May 18, 1998, the RWQCB adopted Resolution No. 98-09, which authorized the Executive Officer to execute another Prospective Purchaser Agreement ("Second PPA") between the Parties. The Second PPA applied only to West Tank Farm Zones A₁ and A₂. On December 14, 1998, the RWQCB adopted Resolution No. 98-024, which authorized the Executive Officer to execute another Prospective Purchaser Agreement ("Third PPA") between the Parties. The Third PPA applied to West Tank Farm Zones D₁ and D₂. On June 29, 2000, the RWQCB adopted Resolution No. R00-012, which authorized the Executive Officer to execute another Prospective Purchaser Agreement ("Fourth PPA"). The Fourth PPA applied to Process Unit Area Zones F₁ to F₁₀, G₁ to G₉, and J₁ to J₃, later re-named Areas J, K, L, Q, and MNOP. On December 4, 2003, the RWQCB adopted Resolution No. R03-018, which authorized the Executive Officer to execute another Prospective Purchaser Agreement ("Fifth PPA"). The Fifth PPA applied to the STF.

M. Previous Waste Discharge Requirements Orders. On May 12, 1997, the RWQCB issued Order No. 97-074 (rescinded on April 12, 1998), which established Waste Discharge Requirements ("WDRs") for West Tank Farm Zones B, B₁, C and C₁. Subsequently, GWRC submitted a Report of Waste Discharge to include Zone B₂ in the development. On April 13, 1998, the RWQCB issued Order No. 98-031 (rescinded on March 12, 2003), which established revised WDRs for Zones B, B₁, B₂, C and C₁. On May 18, 1998, the RWQCB issued Order No. 98-040 (rescinded on March 12, 2003), which established WDRs for West Tank Farm Zones A₁ and A₂. On September 14, 1998, the RWQCB issued Order No. 98-068 (rescinded on March

12, 2003), which established WDRs for petroleum tank bottom sludge at the Refinery Property. On November 2, 1998, the RWQCB issued Order No. 98-081 (rescinded on March 12, 2003), which established WDRs for Zones D₁ and D₂. On June 29, 2000, the RWQCB issued Order No. 00-096, which established WDRs for the PUA. GWRC submitted a request for rescission of Order No. 00-96 on September 29, 2005, and it is currently under review by the Regional Board. On October 12, 2000, the RWQCB issued Order No. 00-139, which amended Order No. 00-096. On August 1, 2002 the WDR Order No. 00-139 was amended by Order No. R4-2002-0156. On December 4, 2003, the RWQCB issued WDR Order No. R4-2003-0158 for the STF.

N. Proposed Development of Site. GWRC intends to demolish and remove all remaining above-ground and below-ground equipment and structures, and to dispose the waste material off-site at a legal point of disposition. GSDC will acquire title to the Site from GWRC for development of the Site to retail commercial, office/retail commercial, and research and development light industrial uses ("Intended Uses").

O. Assessment and Remediation of Site. The investigation of soil and groundwater at the refinery started in 1985, and included installation of groundwater monitoring wells, soil sampling and soil gas sampling. At the Site, previous investigations included soil sampling, soil gas sampling and groundwater monitoring. The previous investigation and Site history were described in an April 2005 Preliminary Remedial Environmental Report and Remedial Action Workplan. This workplan proposed a site investigation including 50 soil borings and 78-soil gas sampling locations, and the workplan was approved with conditions by the RWQCB on October 13, 2005. The investigation as required by the approved workplan was conducted by GWRC in November 2005, and GWRC submitted a report on this investigation in December 2005. This report presents the identified extent of soil contamination, and proposes additional delineation and remediation of impacted areas throughout the Site. The HRAR conducted at the request of the Santa Fe Springs Fire Department for the PUA was completed in 2002 and approved by OEHHA in July 2002. The HRAR requested by the Santa Fe Springs Fire Department was prepared to evaluate current and future human health risks, to verify that the constituent concentrations listed in the WDRs are protective of human health, and to establish health-based action levels for all identified compounds at the PUA. The HRAR concluded that the WDRs for the PUA contain limitations more restrictive than limits required to protect human health, and listed health-based levels for all compounds of concern in shallow (0-10 ft) and deeper (>10 ft deep) soil. The PUA's human health risk has also been accepted by the Santa Fe Springs Fire Department as applicable to the remaining redevelopment areas, assuming that the findings of investigations in the Site indicate similar contaminants and if the land use proposed is similar to the PUA. The December 2005 report for the Marketing Area Site indicates that these conditions have also been met for the Site. A groundwater remediation has been approved for the Site and is listed as a requirement in CAO No. R4-2004-0020.

P. Financial Assurances. Previously, GWRC provided financial assurances with respect to each of the WTF, PUA and STF. GWRC has fulfilled each of its prior financial obligations under each PPA. GWRC agrees to maintain adequate financial resources to ensure completion of actions undertaken by GWRC to complete the tasks to be performed under this PPA. As a condition precedent to the covenants contained in this PPA, GWRC has submitted to RWQCB staff a "Unanimous Written Consent to Action Without a Meeting of the Board of Directors of Golden West Refining Company, a California corporation" (Exhibit "C") showing it has allocated \$2,221,510 and \$497,000 for remediation of soil and groundwater, respectively, at and beneath the Site. Based on available environmental information, it is estimated that \$2,718,510 is required

to investigate and remediate soil and groundwater contamination at the Site consistent with the WDRs and CAO for the Site. GWRC has agreed to provide additional funding in the event that cleanup cost exceeds \$2,718,510 for the Site.

Q. Waste Discharge Requirements. The RWQCB has prepared WDRs which contain requirements and set contaminant limits for soils to be excavated and used as backfill at the Site. Attached hereto as Exhibit "E" is a copy of the WDRs. The WDRs include a Monitoring and Reporting Program that requires GWRC to submit quarterly progress and monitoring reports, a Contamination Removal Report and a Closure Report. Pursuant to applicable law, GWRC intends to comply with the WDRs, and consistent with this PPA, GWRC agrees not to challenge the WDRs.

R. Intended Uses Will Not Exacerbate Existing Contamination. The Parties intend and believe that, based upon competent engineering and other data previously considered, the Intended Uses (and all activities anticipated to be undertaken in connection therewith) if exercised with due care will: (i) prevent increased risk to the waters of the State of California which may result from the Existing Contamination; (ii) not exacerbate or contribute to the Existing Contamination at the Site; (iii) not materially interfere with any cleanup activities to be conducted by GWRC; and (iv) not materially interfere with the ability of GWRC to carry out any duties and responsibilities established under CAO No. R4-2004-0020, the WDRs accompanying this PPA, or any future response actions.

S. Promotion of Development. The RWQCB desires to encourage redevelopment of the Site. GSDC desires to lease or encumber the Site and believes that, in order to do so effectively, it must offer prospective tenants and lenders a release of liability for the Existing Contamination from the RWQCB. Accordingly, the RWQCB intends to settle and resolve the potential liability of Prospective Purchasers for the Existing Contamination, provided that any such Prospective Purchaser: (i) did not cause or contribute to the Existing Contamination at the Site; (ii) does not otherwise cause or contribute to a release or threat of a release of waste at the Site; and (iii) complies with the terms of this PPA.

T. Benefit. The resolution of any potential liabilities for Prospective Purchasers, in exchange for carrying out the activities contemplated by the CAO No. R4-2004-0020, the RWQCB-approved Final Design Report, Groundwater Remediation Systems, and WDRs accompanying this PPA with respect to the Existing Contamination by GWRC, confers on the RWQCB a substantial benefit which is fair, reasonable and in the public interest. The RWQCB has also determined that this PPA will result in a substantial public benefit because activities by prospective purchasers pursuant to this PPA and otherwise will result in the following benefits. The Site is located in an economically depressed portion of the City of Santa Fe Springs and Los Angeles County. GSDC anticipates that several hundred jobs will be created as the result of the development project. An existing blight will be eliminated and a brownfield will be redeveloped for desirable commercial usage. GSDC anticipates that the existing tax base will increase in excess of \$10 million, thereby providing substantial additional revenue to the County of Los Angeles and City of Santa Fe Springs in the form of property tax.

U. RWQCB Jurisdiction. The RWQCB enters into this PPA pursuant to Water Code sections 13000, *et seq.* (the "Porter-Cologne Water Quality Act"). The RWQCB has authority to enter into agreements

whereby it covenants not to sue, or assert claims against, prospective purchasers, tenants or lenders in enforcement actions or other administrative actions for environmental remediation of environmentally impacted properties if such agreements are sufficiently in the public interest.

V. Factual Determinations. The RWQCB has, in support of its granting of the RWQCB Covenant hereunder, made the following findings with respect to the Site:

(i) GWRC has previously performed localized environmental investigation and recently submitted an investigation report completed following an April 2005 investigation workplan approved with conditions by the RWQCB in October 2005.

(ii) GWRC will supplement its source elimination program by removal of all residual contamination sources, and mitigation of soil and groundwater found to be contaminated.

(iii) For remediation purposes, GWRC will conduct further environmental assessment to fully delineate known impacted areas throughout the Site and to identify other potentially impacted areas unknown at this time.

(iv) GWRC will remediate soil presently known, or subsequently determined, to contain contaminants to obtain issuance of a "no further action letter" and authorization by the RWQCB for the Site.

(v) GWRC will remove free product and remediate on-site and off-site groundwater contamination in a timely manner in accordance with the requirements of Cleanup and Abatement Order No. R4-2004-0020, the RWQCB-approved Final Design Report, Groundwater Remediation Systems, and WDRs accompanying this PPA.

(vi) GWRC is implementing an RWQCB-approved Final Design Report, Groundwater Remediation Systems, with a scheduled completion date of December 15, 2008, as required by CAO R4-2004-0020.

(vii) Adequate financial assurances have been committed by GWRC to ensure completion of site assessment and soil and groundwater cleanup at the Site in accordance with this PPA. GWRC has agreed to provide additional funding in the event that cleanup cost for the Site exceeds \$2,718,510.

(viii) Resolution of the potential liability of Prospective Purchasers for Existing Contamination, in exchange for provision by GWRC to the RWQCB of a substantial benefit, is in the public interest. This PPA is fair, reasonable and in the public interest.

W. Purpose. The Parties agree to undertake all actions required by the terms and conditions of this PPA. The purpose of this PPA is to settle and resolve, subject to reservations and limitations contained herein, the potential liability of Prospective Purchasers for the Existing Contamination at the Site that would otherwise result from ownership or conveyance of the Site.

X. Conditions of PPA. The RWQCB's willingness to grant a Covenant Not to Sue to GSDC (including its respective subsidiaries, divisions, officers, directors, shareholders, members, employees, agents, representatives, beneficiaries, heirs and assigns), and any particular Owner, Occupant, or Lender is expressly conditioned upon: (i) granting by a Prospective Purchaser of a covenant not to sue pursuant to Section 4.2 hereof; (ii) execution, with respect to an Owner or Occupant only, by each such Owner or Occupant, of a certificate in the form attached as Exhibit "D" as provided in Section 2.2 hereof; (iii) submittal of a "Unanimous Written Consent to Action Without a Meeting of the Board of Directors of Golden West Refining Company, a California corporation" showing it has allocated \$2,718,510 for remediation of soil and groundwater at and beneath the Marketing Area; and (iv) the further terms and provisions set forth herein.

ARTICLE I

DEFINITIONS

Unless otherwise expressly provided herein, terms used in this PPA which are defined in the California Water Code, or in regulations promulgated thereunder, or in the California Health & Safety Code, or in regulations promulgated thereunder, shall have the meaning assigned to them in the Water Code, the Health & Safety Code, or in such regulations, including any amendments thereto.

1.1 Effective Date. "Effective Date" means the date this PPA is fully executed by all Parties.

1.2 Existing Contamination. "Existing Contamination" means any contamination caused by any hazardous substances, pollutants, contaminants or wastes, present or existing at, on, or under (including within the groundwater beneath the Site) or originating from the Site as of the Effective Date of this PPA, including, without limitation, that contamination identified in the past Site assessment, the December 2005 report and any other subsequent Site assessment.

1.3 GSDC. "GSDC" means Golden Springs Development Company, LLC, a California limited liability company, and any successor. GSDC was created pursuant to California Corporations Code § 17050. GSDC is owned by and all the members of GSDC are the children of Ted Orden who is the trustee of the Orden Revocable Trust. The Orden Revocable Trust owns almost all of the outstanding shares of Thrifty Oil Co., which is GWRC's parent. None of the members of GSDC has any legal ownership interest in GWRC.

1.4 GWRC. "GWRC" means Golden West Refining Company, a California corporation, and any corporate successor.

1.5 Intended Use. "Intended Use" means use of the Site for purposes of light industrial, commercial office building, or commercial retail in accordance with the zoning requirements of the City of Santa Fe Springs.

1.6 Land Use Restrictions. "Land Use Restrictions" means prohibited uses of the Site, including, but not limited to, recorded easements, covenants, restrictions or servitudes, or any combination thereof, as may be reasonably necessary and appropriate, prohibiting a future Owner and Occupant from one or more of the

following activities: (i) engaging in drilling activities on the Site for the purpose of constructing water supply wells; (ii) interfering or exacerbating Existing Contamination at, on, or beneath the Site; and (iii) utilizing or developing the Site for any purpose other than the Intended Use as defined in Section 1.5.

1.7 Lender. "Lender" means any person, whether an individual, bank, financial institution or other entity, including its respective officers, directors, shareholders, employees, agents, representatives, heirs and assigns, who, from and after the Effective Date, becomes a beneficiary under a deed of trust or lienholder under other lien instruments covering any portion of the Site in the context of a bona fide financing transaction. "Lender" excludes GSDC and GWRC.

1.8 Notice. "Notice" means that recordable notice, in the form of Exhibit "D" hereto, to be executed by each Owner and Occupant pursuant to Section 2.2 hereof.

1.9 Occupant. "Occupant" means any person, whether an individual, corporation, partnership or other legal entity, including its respective officers, directors, shareholders, employees, agents, representatives, heirs and assigns, who, from and after the Effective Date, becomes entitled by leasehold or other legal relationship with GWRC, GSDC, or an Owner to the legal right to occupy any portion of the Site. "Occupant" includes: (i) a Lender who has, through foreclosure or deed-in-lieu thereof or through lease or other arrangement with an Owner or GWRC, the legal right to occupy any portion of the Site; and (ii) a lessee of the Site in a sale-leaseback transaction. "Occupant" excludes GWRC including its respective officers, directors, shareholders, employees, agents, representatives, heirs and assigns in their capacity as officers, directors, shareholders, employees, agents, representatives, heirs and assigns of GWRC.

1.10 Owner. "Owner" means any person, whether an individual, corporation, partnership or other legal entity, including its respective officers, directors, shareholders, employees, agents, representatives, heirs and assigns, who, from and after the Effective Date, is GWRC's successor-in-interest with respect to GWRC's surface rights in and to the Site, and being a person who holds title (whether legal or equitable) to all or any portion of the Site. "Owner" includes: (i) a Lender who, through foreclosure or deed-in-lieu thereof or through grant deed or other conveyancing instrument from GWRC, GSDC or an Owner, acquires title to any portion of the Site; and (ii) a lessor of the Site in a sale-leaseback transaction. "Owner" excludes GWRC including its respective officers, directors, shareholders, employees, agents, representatives, heirs and assigns in their capacity as officers, directors, shareholders, employees, agents, representatives, heirs and assigns of GWRC.

1.11 Party and Parties. "Parties" mean two or more of the RWQCB, GWRC and GSDC, and "Party" shall refer to any one of the Parties individually.

1.12 Prospective Purchaser. "Prospective Purchaser" or "Prospective Purchasers" means GSDC and its respective subsidiaries, divisions, officers, directors, shareholders, members, employees, agents, representatives, beneficiaries, heirs and assigns, and any subsequent Owner, Lender, or Occupant of the Site, as well as their respective investors, members, directors, officers, shareholders, partners, affiliates, employees, agents, successors and assigns. "Prospective Purchasers" excludes any person other than GSDC that has previously owned or operated the Site, including GWRC, along with such person's investors, members, directors, officers, shareholders, partners, affiliates, employees, agents, successors and assigns.

1.13 RWQCB. "RWQCB" shall mean the California Regional Water Quality Control Board, Los Angeles Region, and shall include its successor agencies, if any.

1.14 Site. "Site" shall mean the real property located in the City of Santa Fe Springs, County of Los Angeles, State of California, as more particularly described in Exhibit "A" and depicted in Exhibit "B" hereto.

ARTICLE II

ACCESS RIGHTS AND NOTICES

2.1 Site Access. GWRC and Prospective Purchasers hereby grant an access easement to: (i) the RWQCB, Santa Fe Springs Fire Department and their respective authorized officers, employees, representatives and all other persons performing site assessment or cleanup actions under the oversight of the RWQCB and Santa Fe Springs Fire Department, for the purpose of entry upon the Site at reasonable times and in a reasonable manner to monitor and inspect the integrity of any remediation equipment and to exercise any other rights and responsibilities under any orders issued by the RWQCB and Santa Fe Springs Fire Department; and (ii) GWRC, its authorized officers, employees, representatives and all other persons performing assessment or remediation actions on behalf of GWRC or its successors, for the purpose of entry upon the Site at reasonable times and in a reasonable manner to perform assessment and remediation activities. The RWQCB acknowledges that the Site is to be developed for the Intended Uses and agrees that its easement rights hereunder shall not be exercised in a manner which would unreasonably interfere with the Intended Uses. Nothing in this PPA shall be interpreted to limit the RWQCB's authority under the California Water Code and the California Health & Safety Code to take actions for the protection of the public health and safety or the environment.

2.2 Notices. Prior to or simultaneous with any assignment or transfer of the Site, the assignee or transferee shall, as a precondition to receiving the benefit of the RWQCB Covenant Not to Sue, execute a written instrument in the form attached hereto as Exhibit "D", which shall accompany each purchase, lease, sublease or rental agreement relating to the Site.

2.3 Due Care/Cooperation. GWRC and Prospective Purchasers shall exercise due care at the Site with respect to the Existing Contamination and shall comply with all applicable local, state, and federal laws and regulations. GWRC and Prospective Purchasers agree to cooperate fully with the RWQCB in the implementation of assessment and cleanup actions at the Site and further agree not to interfere with such cleanup actions. In the event GWRC or Prospective Purchasers become aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Site or may present a threat to public health or welfare or the environment, GWRC and any Prospective Purchasers shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under the Health & Safety Code, Water Code or any other law, immediately notify the RWQCB of such release or threatened release.

2.4 Costs of Enforcement. Except with regard to Section 2.2, any Prospective Purchaser that fails to comply with the terms of this Article II shall be liable for all enforcement costs, including, but not limited to, litigation costs incurred by the RWQCB to enforce the provisions of this Article II or otherwise obtain compliance.

ARTICLE III

CLEANUP OF PROPERTY AND RESTRICTIONS ON INTENDED USE

3.1 Continuation of Site Cleanup. GWRC shall implement, with respect to the Site, the directives set forth in the Cleanup and Abatement Order No. R4-2004-0020 and unconditionally accept and implement the waste discharge requirements specified in Exhibit "E", and, in connection therewith, will exercise due care concerning the Existing Contamination.

3.2 Restrictions on Intended Use. Prospective Purchasers shall comply with the Land Use Restrictions, as defined in Section 1.6 and as may be reasonably required by the RWQCB, against any Owner and/or Occupant of the Site. Such parties shall exercise due care at the Site with respect to Existing Contamination and shall comply with all applicable local, state and federal laws and regulations, and shall cooperate in the implementation of the CAO.

3.3 Enforcement. Failure of any Owner or Occupant to comply with any of the requirements set forth in Section 3.2 above, shall be grounds for RWQCB, by reason of this PPA, to order the Owner or Occupant to discontinue any use of the Site in violation of Section 3.2. Failure to observe the restrictions set forth in Section 3.2 shall be grounds for the RWQCB to order the Owner or Occupant to discontinue any use of the Site and to pursue any remedy provided by law to enforce the provisions of Section 3.2. Any Owner or Occupant that fails to comply with the terms of this PPA shall be liable for all reasonable enforcement costs, including, but not limited to, reasonable attorneys' fees, including attorney general's fees, and litigation costs incurred by the RWQCB to enforce the provisions of this PPA.

3.4 Cooperation. The RWQCB agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Intended Use of the Site, and that if any entry on the Site and response actions are necessary to address contamination other than Existing Contamination, the RWQCB will not unreasonably interfere with a Prospective Purchaser's activities.

ARTICLE IV

COVENANTS

4.1 RWQCB's Covenant Not to Sue. Subject to the unconditional acceptance by GWRC of the WDRs attached as Exhibit "E" and GWRC's continued commitment to implement Cleanup and Abatement Order No. R4-2004-0020, the RWQCB hereby agrees to release the Prospective Purchasers from any and all liability associated with the Existing Contamination, and unconditionally and irrevocably (except as otherwise provided

herein) covenants not to name any Prospective Purchaser in any enforcement action, or to pursue any claim, enter any order or make any demand against any Prospective Purchaser for claims the RWQCB may assert pursuant to: Chapter 5 (commencing with section 13300) of Division 7 of the Water Code; Chapters 6.5 (commencing with Section 25100) and 6.8 (commencing with Section 25301), Division 20 of the Health & Safety Code; or pursuant to the California Code of Regulations applicable to the RWQCB's authority; or, pursuant to other applicable laws, regulations or civil, judicial or administrative authorities, solely with respect to the Existing Contamination at the Site or any portion thereof (the "RWQCB Covenant"). The RWQCB Covenant shall pass with each and every portion of the Site, and shall benefit each Prospective Purchaser. The RWQCB Covenant as to any Prospective Purchaser is expressly subject to and conditioned upon such party's material compliance with its obligations (including satisfying the definition of "Prospective Purchaser"), if any, under this PPA as an Owner or Occupant.

4.2 Reciprocal Covenant Not to Sue. In consideration of the RWQCB Covenant, and for so long as any Prospective Purchaser enjoys the benefit of the RWQCB Covenant, the Prospective Purchasers hereby covenant, separately and independently, not to sue and not to assert any claim or cause of action against the RWQCB, its past, present, and future authorized officers, employees, or representatives with respect to the Existing Contamination at the Site, including but not limited to: (i) any direct or indirect claim for reimbursement from the Hazardous Waste Control Account, Hazardous Substance Account, or Hazardous Substance Cleanup Fund through Health & Safety Code section 25375 or any other provision of law; or (ii) any other claim arising out of the RWQCB's oversight activities at the Site conducted under any Order, Water Code, or other applicable law ("Reciprocal Covenant"). This Reciprocal Covenant is made and given, effective upon execution of this PPA, by GSDC and upon execution of a Notice by each Owner and Occupant, and does not extend to or bind any other persons; provided, that a Lender (unless they have become an Owner or Occupant pursuant to Sections 1.9 or 1.10 above) shall not be required to execute a Notice, but shall be deemed to be bound by such covenant as a precondition to receiving the protection of the RWQCB Covenant.

4.3 RWQCB's Reservation of Rights. Notwithstanding the RWQCB Covenant, the RWQCB reserves, and this PPA is without prejudice to, the RWQCB's right to assert any claims, enforcement actions or other civil or administrative proceedings against any person or entity not subject to this Agreement or any Prospective Purchaser that fails to satisfy the definition of "Prospective Purchaser" or relating to the acts or omissions of any such Prospective Purchaser occurring after the Effective Date and which may give rise to liability under applicable law relating to any:

- (a) release or threat of a release of a hazardous substance, pollutant or contaminant, resulting from the ownership, operation, use or development of the Site by GWRC or that particular Prospective Purchaser;
- (b) introduction of any hazardous substance, pollutant or contaminant, to the Site after the Effective Date by GWRC or by a particular Prospective Purchaser;
- (c) interference by a particular Prospective Purchaser with GWRC's cleanup activities undertaken pursuant to this PPA and any failure of a particular Prospective Purchaser to cooperate, as required

by Section 2.3, with the RWQCB, its employees, agents, contractors or authorized representatives or with GWRC conducting cleanup activities under the RWQCB's direction and oversight at the Site;

- (d) transportation and disposal after the Effective Date by GWRC or a particular Prospective Purchaser of hazardous substances from the Site;
- (e) exacerbation or release of the Existing Contamination after the Effective Date by GWRC or by a particular Prospective Purchaser caused by: (i) the willful misconduct, recklessness or negligence of GWRC or by such Prospective Purchaser; or (ii) activities on the Site which are incompatible with, or unnecessary in the pursuit of, the Intended Uses, including but not limited to, the creation of a source of contamination (e.g., surface or subsurface runoff and migration) associated with such wrongful, reckless, negligent or unauthorized activities at the Site;
- (f) failure to exercise due care as required under Section 2.3 after the Effective Date by GWRC or by a particular Prospective Purchaser with respect to any hazardous substances, pollutants or contaminants at the Site, including but not limited to, the Existing Contamination;
- (g) failure by such Prospective Purchaser to meet a requirement of this PPA; and
- (h) criminal liability of GWRC or of a particular Prospective Purchaser.

The foregoing specific reservations by the RWQCB shall be separately and distinctly applied with respect to each Prospective Purchaser, the intent being that none of the foregoing actions or events applicable to a particular Prospective Purchaser shall render the RWQCB Covenant inapplicable to any other Prospective Purchaser. Nothing contained in this Section shall be deemed a waiver of any defense, cross-claim, counterclaim, offset or other rights available to GWRC or a Prospective Purchaser (at law or in equity) in response to any claim or enforcement action by the RWQCB, as specifically reserved hereunder. The foregoing specific reservations by the RWQCB also apply to any Lender who participates in management of the Site for purposes of 42 U.S.C. § 9601 (20)(a) and who commits an act or omission in (a) through (h) above.

The foregoing specific reservations by the RWQCB shall not be construed to expand the scope of the RWQCB Covenant. Without limiting RWQCB's legal or equitable rights or remedies under this Agreement, if Prospective Purchaser is determined, through adjudication or the administrative or the regulatory processes, to have committed an act or omission after the Effective Date for which the RWQCB has specifically reserved its rights in (a) through (h) above, the particular Prospective Purchaser that was determined to have committed the act or omission shall be liable for all enforcement costs including, but not limited to, attorneys' fees, including Attorney General's fees, and costs incurred by the RWQCB in conjunction with that act or omission.

4.4 RWQCB Reservation of Rights as to Other Entities. The RWQCB Covenant is made and given solely for the benefit of Prospective Purchasers, and for no other persons. The RWQCB reserves the right to assert all claims or causes of action against any other person, firm, corporation, or any other entity, including its officers, directors, shareholders and employees, for any claims associated with the Site, and for any other relief to which the RWQCB may be entitled at law or in equity.

4.5 RWQCB's Reservation of Rights as to Unknown Conditions or New Information. The RWQCB Covenant does not apply (and the RWQCB reserves the right to institute an action under state law, or to take administrative action against any person) if previously unknown and unsuspected conditions are discovered or information is received, in whole or in part, after the Effective Date, and these previously unknown and unsuspected conditions or this new information demonstrate that GWRC or a particular Prospective Purchaser is liable for the Existing Contamination for reasons other than that liability that may be incurred solely by virtue of holding or acquiring an interest in the Site (as is expressly contemplated in Section 4.1 above). This reservation shall apply only to that Prospective Purchaser with respect to whom such unknown and unsuspected conditions discovered hereunder pertain.

4.6 Reservation of Rights by GWRC and RWQCB. Notwithstanding anything to the contrary herein, GWRC reserves the unilateral right to terminate this PPA upon providing thirty (30) days' prior written notice to the RWQCB if, in its sole discretion, it determines that development or cleanup of the Site is not economically feasible. In such case, the requirements of Cleanup and Abatement Order No. R4-2004-0020 and the WDRs attached as Exhibit "E" will remain applicable and all Parties shall be relieved from all obligations of this PPA, including, without limitation, the covenants set forth in Sections 4.1 and 3.2, above.

4.7 RWQCB Covenant to Issue No Further Action Letter. The RWQCB hereby covenants that upon receiving an acceptable Closure Report documenting that soil at the Site has been remediated to the limits of the applicable WDRs or to such other less restrictive levels to which the RWQCB may, in its sole discretion, hereafter agree, the RWQCB shall issue a "No Further Action" letter to GWRC stating that no further investigation and remedial action need be taken with regard to the Existing soil Contamination at the Site subject to conditions stated in the letter.

ARTICLE V

MISCELLANEOUS

5.1 Term. This PPA shall continue in effect in perpetuity unless properly terminated in accordance with the provisions of this PPA and applicable law.

5.2 Amendment. GWRC, GSDC, any Owner, or, with the Owner's consent, any Occupant of the Site or any portion thereof may apply to the RWQCB for a written amendment to the provisions of this PPA as they apply to all or any portion of the Site. Any amendment to the PPA which results from any such application shall apply only to GWRC, GSDC, or to that Owner or Occupant who made the application for the same. The RWQCB may also propose to GWRC, GSDC, an Owner and Occupant (with the Owner's consent), written amendments to the PPA and the approval of GWRC, GSDC, and/or the particular Owner and Occupant shall not be unreasonably withheld. Any amendment, termination or variance pursuant to this Section 5.2 must be in writing and signed by the Executive Officer of the RWQCB and GWRC, GSDC and/or such Owner and/or Occupant affected thereby. Any amendment to this PPA shall be effective upon the date the amendment is signed by each of the applicable Parties and shall be deemed incorporated in this PPA.

5.3 No Dedication Intended. Nothing set forth herein shall be construed as a gift or dedication, or offer of a gift or dedication, of the Site or any portion thereof to the general public or for any purpose whatsoever.

5.4 Notices. All notices, documents and communications required to be given under this PPA, unless otherwise specified herein, shall be sent to the respective Parties at the following addresses in a manner that produces a record of the sending of the notice, document or communication such as certified mail, overnight delivery service, facsimile transmission or courier hand-delivery service and shall be effective upon receipt. The address of any Party may be changed upon delivery of a written notice of change of address by each of the other Parties.

To RWQCB: California Regional Water Quality Control Board
Los Angeles Region
Attention: Executive Officer
320 W. 4th Street, Suite 200
Los Angeles, California 90013
Telephone: (213)576-6605
Facsimile: (213)576-6640

With a copy to: Robert Sams
California Water Resources Control Board
Los Angeles Region
320 W. 4th Street, Suite 200
Los Angeles, CA 90013
Telephone: (213) 576-6797
Facsimile: (213) 576-6640

To GWRC: Golden West Refining Company
Attention: Barry W. Berkett
13116 Imperial Hwy.
Santa Fe Springs, California 90670
Telephone: (562)921-3581
Facsimile: (562)921-2077

To GSDC: Golden Springs Development Company
Attention: Moshe Sassover
13116 Imperial Hwy.
Santa Fe Springs, California 90670
Telephone: (562)921-3581
Facsimile: (562)921-2077

To an Owner or Occupant: Addresses set forth in the Notice
to be executed pursuant to Section 2.2, above.

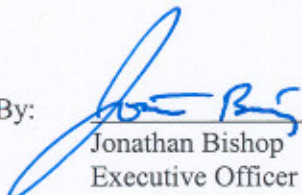
- 5.5 Partial Invalidity.** If any portion of this PPA is determined to be invalid for any reason, the remaining portions shall remain in full force and effect as if such portion had not been included herein.
- 5.6 Article and Section Headings.** Headings at the beginning of each numbered article and section of this PPA are solely for the convenience of the Parties and are not a part of the PPA.
- 5.7 Recordation.** This PPA and any amendment hereto shall be recorded by GWRC in the County of Los Angeles prior to the recordation of any conveyance of, or execution of any lease for, any portion of the Site by GWRC in favor of GSDC, any Owner or Occupant.
- 5.8 References.** All references to the California Health & Safety Code, California Water Code, and any federal code sections include successor provisions.
- 5.9 Authority.** Each signatory of a Party to this PPA represents that he is fully authorized to enter into the terms and conditions of this PPA and to legally bind such party.
- 5.10 No Admission of Liability.** The Parties agree that their respective entry into this PPA, and any actions to be undertaken by GWRC or GSDC in accordance with this PPA, do not constitute an admission of any liability by GWRC or GSDC.
- 5.11 Counterparts.** This PPA may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.
- 5.12 Parties Bound.** This PPA shall apply to and be binding upon: (a) the RWQCB and any successor agency of the State of California that may have responsibility and jurisdiction over the subject matter of this PPA; and (b) GWRC and Prospective Purchasers and their respective officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations.
- 5.13 Governing Law.** This PPA shall be construed and governed by the laws of the State of California.
- 5.14 Construction.** No Party hereto (nor any attorney of any of the Parties) shall be deemed the drafter of this PPA for purposes of interpreting or construing any provision of this PPA.
- 5.15 Attorneys' Fees.** In the event any litigation, arbitration, mediation or other proceeding is initiated by any of the Parties to enforce, interpret or obtain other relief in connection with this PPA, the prevailing party shall be entitled to reimbursement of all costs, expenses, expert witness fees, and reasonable attorneys' fees in addition to any other relief to which such party may be entitled. Notwithstanding this paragraph, no Party may recover attorneys' fees or costs from the RWQCB, except as otherwise provided by law. In the event any person files an action against the RWQCB related to its participation in this PPA, GWRC and/or GSDC shall indemnify the RWQCB by reimbursing the RWQCB for the Attorney General's Office actual costs to defend such action.

Prospective Purchaser Agreement
Golden West Refining Company

RWQCB File No. 85-13
Resolution No. R06-004

IN WITNESS WHEREOF, the Effective Date shall be the date last set forth below.

**CALIFORNIA REGIONAL WATER QUALITY
CONTROL BOARD, LOS ANGELES REGION**

By: 
Jonathan Bishop
Executive Officer

Date: 3/27/06

ACKNOWLEDGMENT

State of California

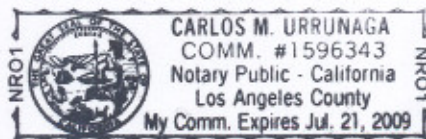
County of Los Angeles

On March 27, 2006 before me, Carlos M. Urrunaga, Notary Public,
(here insert name and title of the officer)

personally appeared Jonathan Bishop,
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same
in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.





GOLDEN WEST REFINING COMPANY

By: _____
Barry W. Berkett
Executive Vice President

Date: _____

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____ ,
(here insert name and title of the officer)

personally appeared _____ ,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

GOLDEN SPRINGS DEVELOPMENT COMPANY

By: _____
Moshe Sassover
Manager

Date: _____

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____ ,
(here insert name and title of the officer)

personally appeared _____ ,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Prospective Purchaser Agreement
Golden West Refining Company

RWQCB File No. 85-13
Resolution No. R06-004

APPROVED AS TO FORM:

Robert Sams 3-28-06
By: Robert Sams
Attorney for RWQCB

By: Mark B. Gilmartin
Attorney for GWRC and GSDC

Prospective Purchaser Agreement
Golden West Refining Company

RWQCB File No. 85-13
Resolution No. R06-004

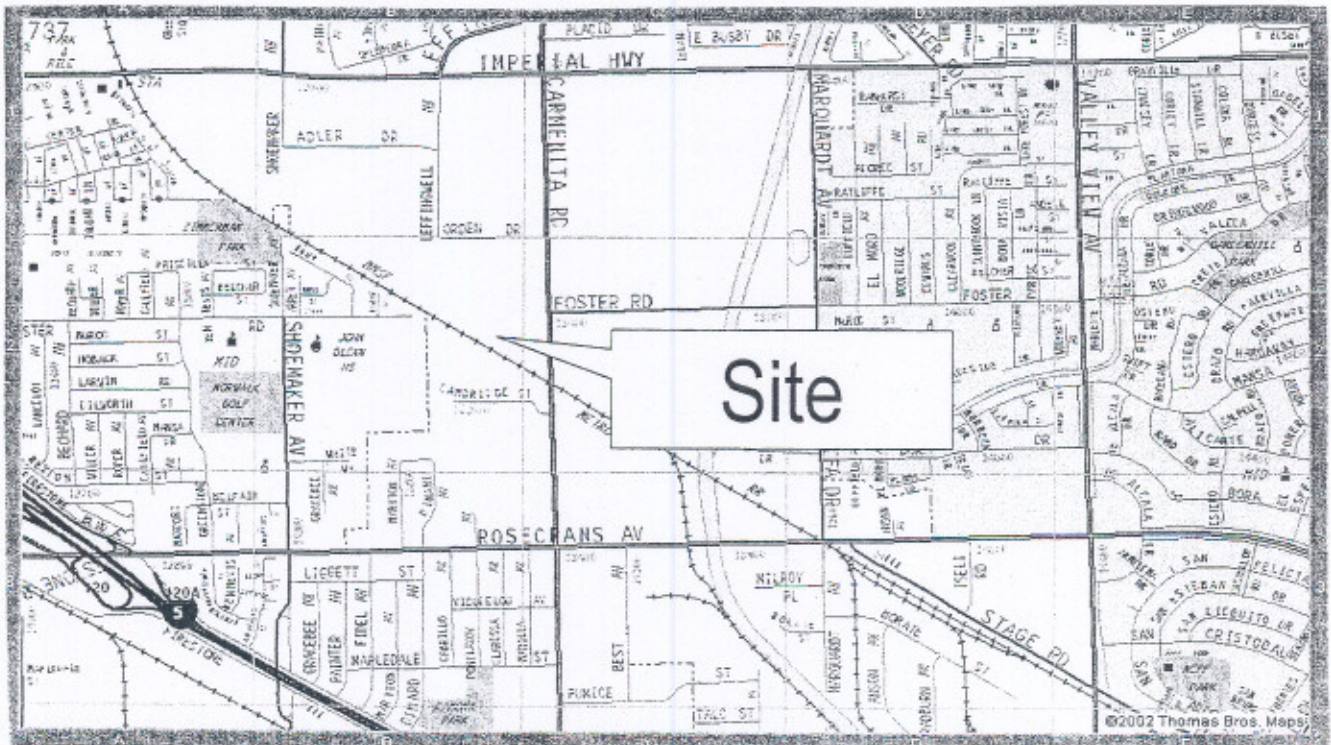
Exhibit "A" -- Legal Description of Site

GOLDEN WEST REFINING COMPANY
SANTA FE SPRINGS, CA
MARKETING AREA

Parcel 14 of Parcel Map No.25761 in the City of Santa Fe Springs, County of Los Angeles, State of California
as per Map Filed in Book 292, Pages 84 through 87, Official Records of said County.

Exhibit "B" -- Map of Site

Golden West Refining Company
13539 East Foster Road
Santa Fe Springs, California



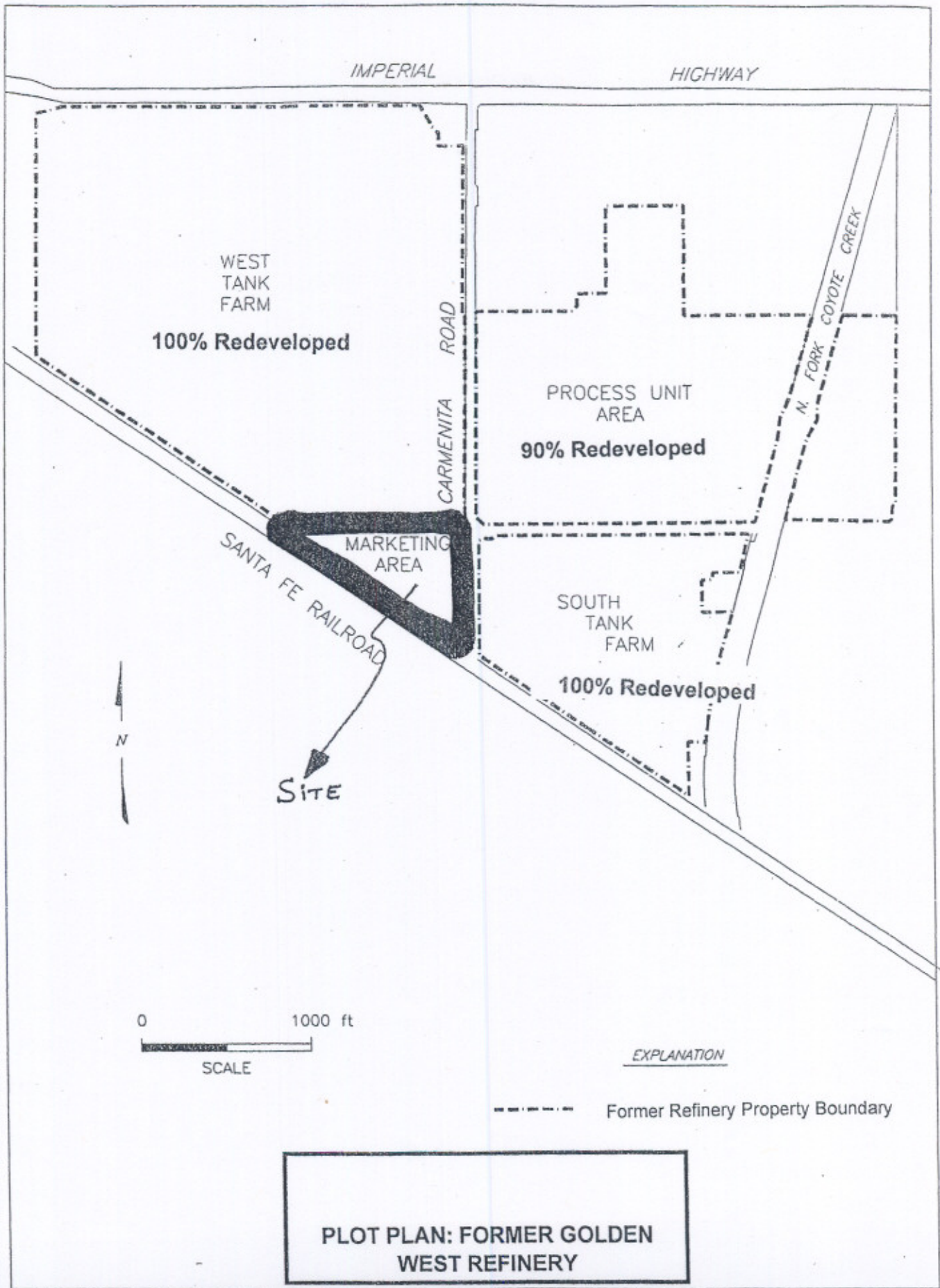


EXHIBIT "C"

FINANCIAL ASSURANCE
UNANIMOUS WRITTEN CONSENT TO ACTION WITHOUT A MEETING OF THE
BOARD OF DIRECTORS OF GOLDEN WEST REFINING COMPANY, A
CALIFORNIA CORPORATION

The undersigned, being all of the Directors of Golden West Refining Company ("GWRC"), a duly organized and existing California corporation, acting pursuant to section 307(b) of the California Corporations Code and Section 14 of Article III of the Corporation's By-laws now in full force and effect, do hereby consent to and adopt the following resolution with the same effect as if duly adopted at a meeting of GWRC's Board of Directors.

WHEREAS, the California Regional Water Quality Control Board – Los Angeles Region ("RWQCB"), GWRC and Golden Springs Development Company, LLC ("GSDC") propose to enter into a "Prospective Purchaser Agreement and Covenant Not to Sue" in a form mutually agreeable to RWQCB, GWRC and GSDC ("Agreement") relating to approximately 10 acres located within the former Golden West Refinery and known as the Marketing Area (MA)..

WHEREAS, the Agreement requires that GWRC provide financial assurance in the total amount of two million seven hundred eighteen thousand five hundred and ten dollars (\$2,718,510) for assessment and remediation of soil and groundwater at and beneath the MA.

NOW, THEREFORE, BE IT RESOLVED that GWRC is hereby authorized and directed to allocate two million seven hundred eighteen thousand five hundred and ten dollars (\$2,718,510) in cash and/or available credit under a line of credit for purposes of funding the assessment and remediation work at the MA;

RESOLVED FURTHER that the referenced funds shall be used solely for purposes of such work. The cash and/or credit may be drawn upon necessary to pay for the work as the work is performed and costs incurred; and

RESOLVED FURTHER that said authorization shall become effective and shall be conditioned up authorization of the RWQCB'S Executive Officer to sign the Agreement at or before its public meeting on March 9, 2006.

IN WITNESS WHEREOF the undersigned, being all of the Directors of GWRC, have executed this Unanimous Written Consent to Action Without a Meeting effective as of February 17th, 2006.


Director

Ted Orden


Director

Barry W. Berkett


Director

Moshe Sassover

EXHIBIT "D"

NOTICE OF PROPERTY TRANSFER AND COVENANT NOT TO SUE

_____ [Name of Owner or Occupant] (the "Undersigned") became an Owner or Occupant [circle appropriate description] of _____, Santa Fe Springs, California (the "Site") on _____, 200 __. Capitalized terms not defined herein shall have the meaning ascribed in the PPA (hereinafter defined).

1. The Undersigned, by signing below, verifies that it has read that Prospective Purchaser Agreement ("PPA").
2. The Undersigned understands and agrees that Section 4.1 of the PPA contains a covenant by the California Regional Water Quality Control Board - Los Angeles Region ("RWQCB") not to pursue enforcement actions against an Owner or Occupant of the Site (the "RWQCB Covenant").
3. The Undersigned also understands and agrees that it may enjoy the benefits of the RWQCB Covenant only if the Undersigned covenants not to sue the RWQCB pursuant to the Reciprocal Covenant set forth in Section 4.2 of the PPA.
4. The Undersigned further understands and agrees that its right to rely upon and benefit from the RWQCB Covenant is expressly subject to and conditioned upon its own, and only its own, compliance with its obligations under the PPA, including all exhibits, attachments and appendices thereto.
5. Notices to the Undersigned, pursuant to Section 5.4 of the PPA, shall be addressed as follows:

Name of Company _____

Street Address _____

City, County _____

State, Zip Code _____

Attention: _____

Telephone: _____

Facsimile: _____

Prospective Purchaser Agreement
Golden West Refining Company

RWQCB File No. 85-13
Resolution No. R06-004

The Undersigned, by signing below, verifies that: (i) it is aware that hazardous substances have been found within the boundaries of the Site; and (ii) such condition renders its interest in the Site subject to the PPA and to all applicable laws and regulations of the State of California.

The Undersigned, by signing below, certifies that he or she is fully authorized to enter into the terms and conditions of this Notice and to execute and legally bind the Owner or Occupant to this Notice.

Dated: _____

Typed name of person Authorized to sign on behalf of
Owner/Occupant

Title: _____

To become effective, this Notice must be sent by United States mail, postage paid, certified, return receipt requested, to:

California Regional Water Quality Control Board
Los Angeles Region
Attention: Executive Officer
320 W. 4th Street, Suite 200
Los Angeles, California 90013

This Notice shall be effective three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested.

Prospective Purchaser Agreement
Golden West Refining Company

RWQCB File No. 85-13
Resolution No. R06-004

EXHIBIT "E"

WASTE DISCHARGE REQUIREMENTS AND MONITORING REPORTING PROGRAM

STATE OF CALIFORNIA
REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION

WASTE DISCHARGE REQUIREMENTS ORDER NO. R4-2006-0037
FOR
GOLDEN WEST REFINING COMPANY
MARKETING AREA
(SANTA FE SPRINGS, CALIFORNIA)

(FILE NO. 85-13)

The California Regional Water Quality Control Board (Regional Board), Los Angeles Region, finds:

1. Golden West Refining Company (hereafter "Discharger") owned a former oil refinery located at 13539 East Foster Road in the City of Santa Fe Springs, County of Los Angeles, California. The refinery was built in the 1930's by Wilshire Oil Company and was owned and operated by Wilshire Oil Company until 1960, when the facility was sold to Gulf Oil Corporation. The Discharger purchased the refinery from Gulf Oil Corporation in August 1983. The refinery was comprised of four principal areas: 1) the Process Unit Area (PUA); 2) the West Tank Farm; 3) the Marketing Area (MA) (Figure 1); 4) the South Tank Farm (STF). Crude oil was refined in the PUA into various fuels such as fuel oil, diesel, gasoline and propane. The West Tank Farm and South Tank Farm have been used for storage of petroleum products. Prior to the Discharger's ownership, various types of materials containing petroleum hydrocarbons and heavy metals were placed in two areas of the refinery designated as Area A, located in the West Tank Farm Zone D₁, and Area B, located in the STF. Loading and inventory of finished products took place in the Marketing Area. Crude oil processing operations were suspended in February 1992, and fuel transport operations were suspended in August 1997.
2. The MA is located west of Carmenita Avenue and north of the Burlington Northern Santa Fe (BNSF) railroad and occupies 10.4 acres. The MA site was formerly used for product loading and unloading, and has not been used for GWRC petroleum operations since 1992. Between 1992 and 1997, the MA was used for fuel transport operations only. Demolition of the MA is scheduled to start in early 2006. The MA has contained loading facilities, aboveground and under-ground storage tanks (USTs) and sumps, and four buildings. Soil remediation will include removal and transportation of shallow impacted soils to an off-site, permitted disposal/recycling facility, and in-situ soil remediation of deeper impacted soils. Golden Springs Development Company (GSDC) plans to obtain title to the MA from the Discharger for development of the MA into retail commercial, office/retail commercial, and research and development light industrial uses ("Intended Uses"). GSDC is currently negotiating to lease significant portions of the MA to a third party. The lease is conditioned upon the issuance of a Prospective Purchaser Agreement (PPA) by the Regional Board. A map depicting the MA is attached hereto as Figure 1.

3. Approximately 13,000 cubic yards of impacted soils are estimated to exist in the MA within 5 feet below ground surface (an estimated 10 feet below future grade). Discharger will submit an "Unanimous Written Consent to Action Without a Meeting of the Board of Directors of Golden West Refining Company, a California corporation" (Written Consent) showing it has allocated \$2,221,510 and \$497,000 for remediation of soil and groundwater contamination at MA, respectively.
4. In February 1985, the Regional Board issued Cleanup and Abatement Order (CAO) No. 85-17, which required the Discharger to conduct subsurface investigations and site assessments to detect and characterize groundwater contamination beneath the facility. In April 1991, CAO No. 91-079, issued administratively by the Executive Officer, required that the Discharger implement soil and groundwater investigations to determine the extent of contaminant migration, and remediate site-derived soil and groundwater contamination. CAO No. 91-079 was amended to reflect the compliance progress achieved by the Discharger, update the Cleanup and Investigation Activity Schedule, and continue Regional Board oversight of the remaining cleanup activities.
5. On July 31, 1992, the Discharger filed a petition for reorganization under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court. CAO No. 93-082 was issued administratively by the Executive Officer on December 21, 1993, and superseded Order No. 91-079. This Order required the Discharger to cleanup any on and/or off-site groundwater contamination originating from the site. It also required the Discharger to implement a source elimination program to detect leakage from ASTs, USTs, and under ground pipelines, identify free product in the vadose zone, if any, and remediate any free product in a timely manner. These activities were being carried out in accordance with a ten-year time schedule and with annual planned expenditures specified as contained in the Discharger's Plan of Reorganization (Plan). The Plan was approved by the U.S. Bankruptcy Court on February 16, 1995, and became effective on February 28, 1995. Reorganized, the Discharger emerged from bankruptcy, and performed its obligations under CAO No. 93-082. The Plan addressed groundwater contamination, continued free phase liquid hydrocarbon recovery, and a source elimination program.
6. On August 24, 2004, the Regional Board issued CAO No. R4-2004-0020 to supersede CAO No. 93-082. The CAO requires the Discharger to implement investigation, monitoring and remediation tasks according to a schedule included as Attachment A, which was clarified in October 2004. For the MA portion of the former refinery, the CAO requires a work plan by June 30, 2005, for assessment of soil contamination and an Assessment Report of contamination by June 30, 2007. Discharger submitted both reports in April 2005, and December 2005, respectively.
7. At the MA, previous investigations included a soil gas survey, groundwater monitoring well installation, and localized soil investigations. In 1989, all USTs were removed, and soil samples were collected from the excavations. In September 2005, the Santa Fe Springs Fire Department (SFSFD) reviewed the April 2005 Workplan for soil investigation and referred further investigations of soil at the UST sites to the Regional Board.

8. On October 13, 2005, Regional Board approved the Preliminary Remedial Environmental Assessment Report and Remedial Action Plan for the MA, dated April 2005. In October 2005, Optimal Technology collected soil gas samples at depths of 5 to 10 feet below grade at 79 locations. In November 2005, Environmental Audit, Inc. advanced 13 hand-auger borings and 55 soil borings to depths of 20 to 60 feet. On December 16, 2005, GWRC submitted Supplemental Site Characterization and Remedial Action Workplan (RAP) on soil impacts at the MA based on previous and recent investigations for the Regional Board's review.
9. In July 1999, England Geosystems, Inc. prepared a Final Groundwater Remedial Design Report, dated May 18, 2001, and approved by the Regional Board on October 25, 2001. This Design Report included: a remediation system for the STF, which has been installed and is under operation; a system for the PUA, which is under installation; and a groundwater remediation system for the MA, which is required by the CAO to be installed by December 2008. In May 2002, TRC developed a groundwater model to characterize and predict the fate and transport of free-phase petroleum hydrocarbons and dissolved phase constituents originating from the site from previous refinery operations as required by the CAO No. 93-082.
10. A Health Risk Assessment (HRA) was conducted, at the request of SFSFD and the Regional Board for the PUA, in 2002, and approved by the Office of Environmental Health Hazard Assessment (OEHHA) in July 2002. The human health risk assessment was prepared to evaluate current and future risks and to provide that the constituent concentrations listed in the Waste Discharge Requirements (WDRs) are also protective of human health. The PUA's human health risk has also been accepted by the SFSFD as applicable to other parts of the refinery, i.e., STF, assuming that the findings of investigations indicate similar contaminants and land use provisions. The December 2005 RAP for MA indicates that similar contaminants exist in the MA and land use for MA will be the same as for the PUA and STF.
11. Currently, all stormwater runoff from the MA is discharged through a General National Pollutant Discharge Elimination System (NPDES) permit with industrial activities (Facility ID 4191019038). Discharger also receives the groundwater from the City of Santa Fe Springs, Carmenita Road Underpass that is currently treated and discharged to the sanitary sewer under the Los Angeles County Sanitation Districts (Permit No. 061450).
12. The refinery is underlain by several water-bearing zones. The uppermost water-bearing zone is referred to as the "semi-perched zone". The semi-perched zone is discontinuous across the site. The unit is located between 20 to 45 feet below ground surface; however, is absent under the MA. The underlying semi-perched zone is the Artesia Aquifer, which is a continuous water-bearing unit. The Artesia Aquifer located approximately 80 feet below ground surface. Free product has been identified in the semi-perched zone and in the Artesia Aquifer underlying the refinery. The third deeper water-bearing zone is the Silverado Aquifer. The Silverado Aquifer is utilized as a municipal source of drinking water and is located approximately 850 to 1,050 feet below ground surface. Sampling results from the deeper (Silverado) Aquifer did not indicate presence of any contamination. There are no drinking water supply wells within one mile of the site.

13. The Discharger commenced recovery of free product and dissolved phase petroleum hydrocarbons from the semi-perched zone in August 1983 and from the Artesia Aquifer in October 1985. Approximately, 62,390 barrels of free product have been recovered from the semi-perched zone and the Artesia Aquifer.
14. Halogenated organic compounds (cis-1,2-dichloroethylene, trichloroethylene, vinyl chloride, 1,2-dibromoethane, and 1,2-dichloroethane) have been detected in on-site Artesia Aquifer monitoring wells in the PUA, northeast of the MA, and in the vicinity of a former off-site landfill. In June 2003, the Discharger prepared, under the Regional Board's directive, a technical report on the evaluation of Artesia Aquifer impact by potential on-site contaminants and particularly fuel oxygenates. The report provides documentation that the presence of oxygenates in the groundwater under the former refinery is localized under the West Tank Farm, MA and partially under the STF and is delineated to non-detect as reported in the annual groundwater monitoring reports.
15. The Regional Board adopted a revised Water Quality Control Plan for the Los Angeles Region on June 13, 1994. This Water Quality Control Plan designates beneficial uses and establishes water quality objectives for all ground water within the Region, including the Central Basin, Coastal Plain Subunit, where the site is located. Existing beneficial uses for groundwater in this area include municipal and domestic supply, agricultural supply, and industrial process and service supply.
16. On June 29, 1981, the City of Santa Fe Springs adopted Resolution No. 4614 entitled the "Final Environmental Impact Report (EIR) on the Redevelopment Plan for Amendment No. 1 to the Consolidated Redevelopment Project", in accordance with the California Environmental Quality Act (CEQA)(Public Resources Code, Section 21000, et. seq.). In addition, the City of Santa Fe Springs' "General Plan Update, Final Environmental Impact Report" (EIR) dated September 7, 1994, addresses spills and soil and groundwater contamination issues at this site including soil and groundwater cleanup. Consequently, the Community Development Commission relied upon the two adopted EIRs when approving the GSDC development project. No substantial adverse impact to the environment from the Golden West Refining Company project, have been identified in the EIR. In addition, the City of Santa Fe Springs filed a Notice of Determination on July 28, 1998, with the Office of Planning and Research in Sacramento, California in accordance with the CEQA. No substantial adverse impact to the environment was identified in the EIR as a result of the 133-acre project, which is located on the southwest corner of Carmenita Road and Imperial Highway.

The Regional Board has notified the Discharger and interested agencies and persons of its intent to issue Waste Discharge Requirements for this discharge and has provided them with an opportunity to submit written views and recommendations.

The Regional Board, in a public meeting, heard and considered all comments pertaining to the discharge and to the tentative requirements.

IT IS HEREBY ORDERED, pursuant to California Water Code Section 13263, that Golden West Refining Company shall comply with the following:

A. REQUIREMENTS

1. Wastes discharged at the site for ex-situ bioremediation, such as land treatment or vapor extraction, and in-situ bioremediation, such as bio-venting or vapor extraction processes, shall be limited to petroleum hydrocarbons, and/or VOCs contaminated soil only and shall be conducted in accordance with a remedial work plan approved by the Executive Officer. Any land treatment process involving the introduction of nutrients and/or bacteria to soil, and soil aeration, shall be conducted in a manner such that no contaminants are released into surface water or groundwater.
2. No off-site soils shall be transported to the MA for treatment.
3. Soil closure shall not be granted unless site soils located within the zone are clean or any residual contaminants remaining in place are determined to be protective of groundwater quality and human health, as determined by the Executive Officer.
4. No soils excavated from the 10.4-acre Marketing Area shall be reused as backfill unless the soils meet all of the limits specified below.

<u>Parameter</u>	<u>Limits¹</u> <u>(mg/kg)</u>
Total Petroleum Hydrocarbons – Ranges:	
C ₄ - C ₁₂	1,000
C ₁₃ - C ₂₂	10,000
C ₂₃ - C ₃₂	50,000
Aromatic Volatile Organic Compounds:	
Benzene	1.4
Toluene	15
Ethylbenzene	70
Xylenes (Total)	175
Methyl Tertiary Butyl Ether (MTBE)	0.13
Semi-Volatile Organic Compounds:	

¹ The Limits specified in Requirement 4 may be modified by the Regional Board's Executive Officer, based on site specific background concentrations, leachability factors, fate and transport assessment or health risk analyses. The site development will substantially cap the site 97%-98% with building slabs, roads, paved parking, or sidewalks. The limits are based on the Health Risk Assessment values approved by OEHHA in July 2002.

Naphthalene	50
2-Methylnaphthalene	50
Bis (2-ethylhexyl) phthalate	0.06
Polynuclear Aromatic Hydrocarbons (PAHs):	
Benzo(a)anthracene	2
Benzo(b)fluoranthene	2.9
Benzo(k)fluoranthene	29
Benzo(a)pyrene	0.29
Chrysene	200
Metals:	
Arsenic	12
Chromium (Total)	40
Chromium (Hexavalent)	40
Lead	500
Tetraethyl Lead	0.088
Mercury	4
Nickel	100
Selenium	5
PCB	1

Soils meeting these limits may be used to backfill up to two feet below ground surface. Soils containing concentrations exceeding these limits shall be legally disposed off-site.

5. The Discharger shall provide the Regional Board with a written technical closure report upon the completion of remediation activities at each development zone. Individual development zones may be closed independent of remediation activities undertaken or not undertaken at other development zones that are subject to the Waste Discharge Requirements. The Executive Officer shall review the closure report(s), and upon acceptance of the findings of the report(s) and satisfactory fulfillment of this Waste Discharge Requirements, provide the Discharger with a "No Further Action" letter for individual development zones.
6. Any excavated non-hazardous material disposed off-site shall be at a location specifically approved by the Executive Officer and in accordance with requirements that have been established by a California Regional Water Quality Control Board.
7. Any excavated hazardous waste shall be transported off-site to a legal point of disposal or recycling. For the purposes of this requirement, a legal point of disposal or recycling is one for which the requirements have been established by a California Regional Water Quality Control Board or the Department of Toxic Substances Control.

8. Neither the disposal/recycling nor any handling of waste on-site shall cause a condition for pollution at the site or unreasonable nuisance odor at the facility boundary.
9. Adequate facilities shall be provided to divert storm water run-off away from the treatment and excavation areas. Containment berms shall be constructed so as to surround the excavations and treatment units/cells to control run-on and run-off of storm water and/or water(s) used in the treatment process. During rainy weather, Discharger shall follow the requirements stipulated in General Industrial NPDES and General Construction NPDES permits.
10. The treatment area shall be bermed so that storm water falling directly onto the treatment area will be contained. Standing water within the contained treatment area shall be pumped out and removed to treatment facilities on-site, or disposed of at a legal disposal site as defined above.

B. PROVISIONS

1. This Order includes "Standard Provisions Applicable to Waste Discharge Requirements". If there is any conflict between provisions stated herein and the "Standard Provisions Applicable to Waste Discharge Requirements", these provisions stated herein shall prevail.
2. A copy of these requirements shall be maintained at an on-site office and be available at all times to operating personnel.
3. In the event of any change in name, ownership, or control of these facilities, the Discharger shall notify this Regional Board in writing and shall notify any succeeding owner or operator of the existence of this order by letter; a copy of which shall be forwarded to this Board.
4. The Discharger shall notify Regional Board staff by telephone within 24 hours, followed by written notification within one week, in the event it is unable to comply with any of the conditions of this Order due to:
 - a. Breakdown of waste treatment equipment,
 - b. Accident caused by human error or negligence,
 - c. Other causes such as acts of nature, or
 - d. Site construction or development operations.
5. At least 90 days prior to any closure of the waste management units, the Discharger shall submit operation plans for: precipitation and drainage controls; any required cover; and a closure and post-closure maintenance plan (if necessary) acceptable to the Executive Officer as set forth in Title 27, California Code of Regulations.

6. In accordance with Section 13260 of the California Water Code, the Discharger shall file a report with this Regional Board of any material change or proposed change in the character, location or volume of its discharge.
7. In accordance with Section 13267 of the California Water Code, the Discharger shall furnish, under penalty of perjury, technical monitoring program reports. Such reports shall be submitted in accordance with specifications prepared by the Executive Officer. The specifications shall be subject to periodic revisions as may be warranted. All technical reports submitted to the Regional Board shall be signed by either/or a registered Civil Engineer, registered geologist, or certified engineering geologist.
8. The Regional Board and/or its authorized representative(s) shall be allowed:
 - a. Entry upon premises where a regulated facility or activity is located or conducted, or where records are kept under the conditions of this Order;
 - b. Access to copy any records that are kept under the conditions of this Order;
 - c. To inspect any facility, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order; and
 - d. To photograph, sample, and monitor for the purpose of assuring compliance with this Order, or as otherwise authorized by the California Water Code.
9. In accordance with Section 13263 of the Water Code, these waste discharge requirements are subject to periodic review and revision by this Regional Board.
10. These requirements do not exempt the Discharger from compliance with any other laws, regulations, or ordinances, which may be applicable. They do not legalize these waste treatment and disposal facilities and they leave unaffected any further restraints on those facilities that may be contained in other statues of required by other agencies. These requirements do not limit, waive, or otherwise lessen the Discharger's responsibility for contamination on, at, or under the site, including the groundwater there under.

I, Jonathan Bishop, Executive Officer, do hereby certify that the foregoing is a full, true and correct copy of an Order adopted by the California Regional Water Quality Control Board, Los Angeles Region, on March 9, 2006.


Jonathan Bishop
Executive Officer

STATE OF CALIFORNIA
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION

MONITORING AND REPORTING PROGRAM NO. CI -9023

FOR
GOLDEN WEST REFINING COMPANY
MARKETING AREA
(SANTA FE SPRINGS, CALIFORNIA)

(FILE NO. 85-13)

Golden West Refining Company ("Discharger") shall implement this Monitoring and Reporting Program beginning on the date of issuance of the Waste Discharge Requirements.

I. REPORTING

The first monitoring report for groundwater and soil under this program is due on July 15, 2006. Subsequent progress and monitoring reports shall be submitted according to the dates in the following schedule:

<u>Monitoring Period</u>	<u>Report Due</u>	<u>Reporting Period</u>
January - March	April 15	Quarterly
April - June	July 15	Quarterly
July - September	October 15	Quarterly
October - December	January 15	Quarterly
January - June	July 15	Semi-annually
July - December	January 15	Semi-annually
January - December	January 15	Annually

II. GROUND WATER MONITORING

The Discharger shall maintain an adequate network of groundwater monitoring wells (acceptable to the Executive Officer) which are perforated in the perched and Artesia ground water aquifers, and are located at appropriate upgradient, source areas and downgradient locations, both onsite and offsite, as needed to determine the full extent of water quality impact.

The following shall constitute the groundwater monitoring program for the above referenced ground water monitoring network including, but not limited to, existing groundwater monitoring wells A-6R, A-8, A-5A, A-18A, AO-14, AO-19 and AO-20:

<u>Constituent</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Minimum Frequency of Analysis</u>
Water Elevation	Feet-relative to sea level to 0.01 of a foot	---	Semi-annually
pH	pH units	grab	Semi-annually
Turbidity	NTU	grab	Semi-annually
Total dissolved solids	mg/l	grab	Semi-annually
Total petroleum hydrocarbons (TPH) (EPA Method 8015M HC Scan)	mg/l	grab	Semi-annually
Volatile Organic Compounds (EPA Method 8260B)	µg/l	grab	Semi-annually
Semi-volatile Organics and PAHs (EPA Method 8270C)	µg/l	grab	Semi-annually
CAM Metals	mg/l	grab	Semi-annually
Oxygenates (TAB, DIPE, TAME, ETBE, MTBE) (EPA Method 8260B)	µg/l	grab	Semi-annually

III. LAND TREATMENT FACILITY SOIL MONITORING

A soil sampling grid shall be established for the land treatment units (LTUs) and the sampling locations shall be located where representative soil samples can be obtained. Soil samples shall be collected and analyzed for the following Parameters:

<u>Parameter</u>	<u>Unit</u>	<u>Frequency</u>
Bacteria Plate Count	Colonies/gm	Quarterly
Soil Moisture content	%	Quarterly
Total Petroleum Hydrocarbons (EPA Method 8015-C ₄ to C ₃₂ Hydrocarbon Scan)	mg/kg	Quarterly
Volatile Organic Compounds and MTBE (EPA Method 8260B)	µg/kg	Once per 500 cubic yard
Semi-Volatile Organic Compounds and PAHs (EPA Method 8270C)	µg/kg	Once per 500 cubic yard
CAM Metals	mg/kg and mg/l ¹	Once per 500 cubic yard

¹ If the analytical results are greater than ten times the soluble threshold limit value (STLC), established in Title 22 of the California Code of Regulations, then Golden West Refining Company shall analyze the California Assessment Manual Waste Extraction Test (CAM-WET) leachate using the appropriate EPA testing methods and compare with the STLC values to classify that the soils are hazardous and/or non-hazardous.

IV. GENERAL PROVISIONS FOR SAMPLING AND ANALYSIS

- A. All sampling, sample preservation, and analysis shall be performed in accordance with the latest edition of "Guidelines Establishing Test Procedure for Analysis of Pollutants," promulgated by the United States Environmental Protection Agency.
- B. All chemical and bioassay analyses shall be conducted at a laboratory certified for such analyses by the State Department of Health Services Environmental Laboratory Accreditation Program (ELAP) for each analytical testing method to be used. No changes shall be made in sampling points without prior approval of the Executive Officer.
- C. The Discharger shall maintain all sampling and analytical results, including strip charts, date, exact location, and time of sampling, date analysis were performed, name of analyst, analytical techniques used, and results of all analyses. Such result shall be retained for a minimum of three years. This period of retention shall be extended during the course of any unresolved litigation regarding this discharge or when requested by the Regional Board.
- D. All verification sampling require 72 hours written and verbal notice to the Regional Board in order for staff to participate in the sampling. Final verification samples shall be collected from each 500 cubic yards of soil in the land treatment unit at the end of treatment and just prior to removal and reuse. In the event the land treatment of a lift is completed prior to the due date of the first monitoring report, then final verification samples for the lift shall be collected and analyzed in lieu of the sampling frequency of this Order.

V. SPECIFIC REPORTING REQUIREMENTS

- A. The following technical reports shall be filed with the Regional Board:
 - 1. A supplemental site assessment report and if warranted, a modified Remedial Action Plan, shall be submitted to this Regional Board prior to initiating any construction activities at the Marketing Area.
 - 2. The fourth quarter report of each year, beginning in 2006, shall also serve as an annual report to the Regional Board. The report shall contain both tabular and graphical summaries of the monitoring data obtained during the year. In addition, The Discharger shall discuss the compliance record and the corrective actions taken or planned that may be needed to bring the discharge into full compliance with the waste discharge requirements.
 - 3. A "Contamination Removal Report", shall be submitted for each development zone within 30 days of removal of contaminated soil, verifying that all contaminated soil has been removed for land treatment or off-site disposal. The report must include all soil verification data that documents the nature and extent of removed soil, and nature and extent of contaminated soils to remain in place.

4. A "Land Treatment Completion Report" shall be submitted for each development zone within 30 days of completing land treatment, verifying that biodegradation is complete for the land treatment. The report shall include all data collected to date verifying that cleanup levels have been met.
 5. A "Final Land Treatment Closure Report" shall be submitted within 30 days of completing all treatment in the land treatment units. This report shall include all analyses of soil samples underlying the treatment cells which document that all contaminants that pose a threat to water quality have been successfully remediated.
- B. All technical reports submitted shall contain the following minimum information:
1. Quantity of waste material treated during the reporting period.
 2. Analytical results, from:
 - a. Land treatment zone soil sampling,
 - b. Soil monitoring in the excavated areas, and
 - c. Data collected during the reporting period verifying that cleanup levels have been met as each lift is removed.
 3. Estimated time until completion of the next lift in each Land Treatment Unit and final disposition of any soils removed from the treatment cells during the reporting period.
 4. A statement certifying that storm water runoff was prevented from entering the land treatment area, other than rainfall directly on the LTUs, and that no wastes or waste constituent was released from the land treatment area during rainfall events.
- C. All technical reports prepared for submittal to the Regional Board shall be signed by either a California registered Civil Engineer, a registered geologist, or certified engineering geologist.
- D. In reporting the monitoring data, the Discharger shall arrange the data in tabular form so that the data, the constituents, and the concentrations are readily discernible. The data shall be summarized to determine compliance with waste discharge requirements and, where applicable, shall include receiving ground water observations. In addition, quarterly monitoring reports shall describe the facility name, location, and location at the facility where any contaminated soil originated (including a site map), verify that all contaminated soil has been removed for land treatment or document the contaminants remaining, and include all soil verification data supporting the nature and extent of removed soil and nature and extent of contaminated soils to remain in place. In addition, the report shall state the volume of contaminated soils placed into each treatment cell.

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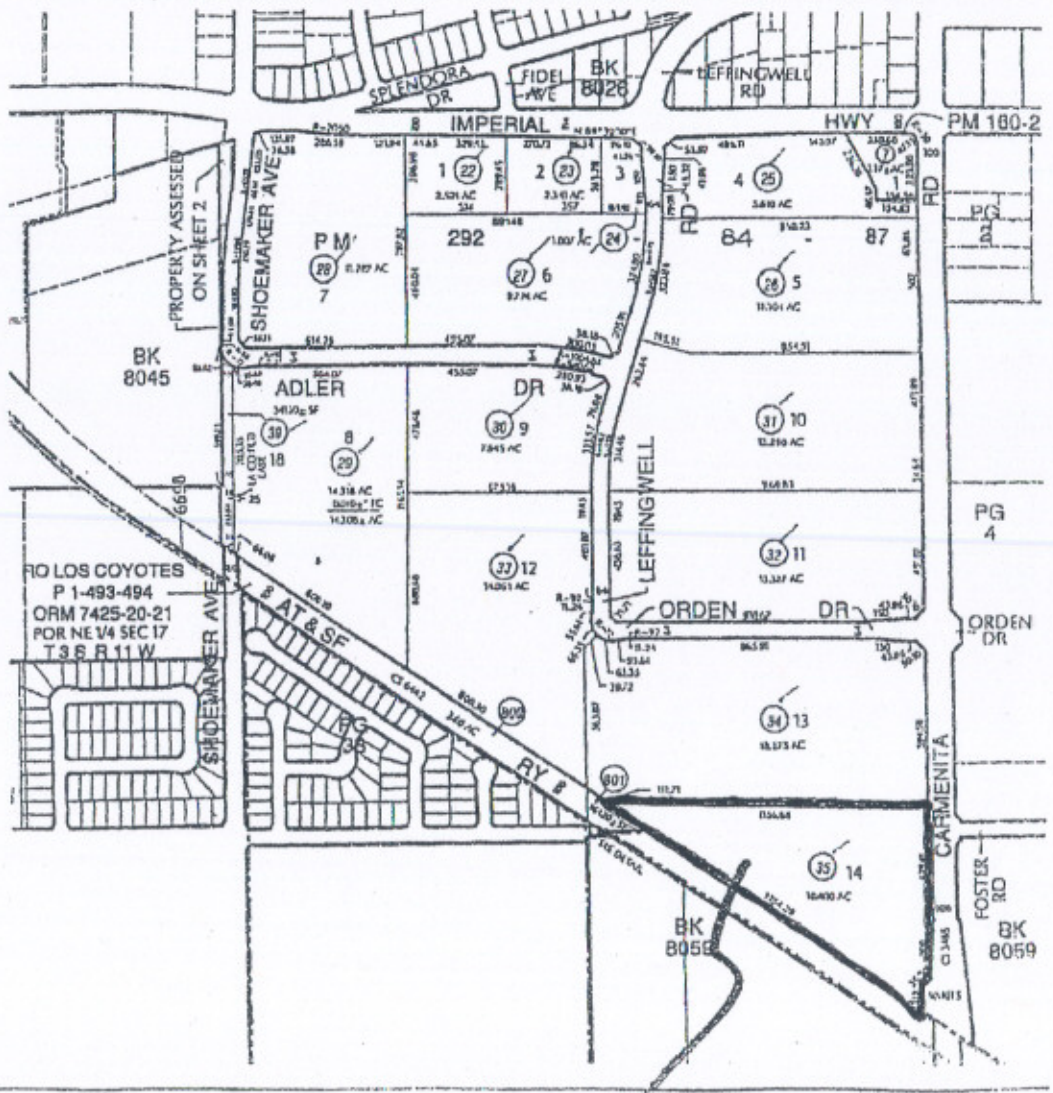
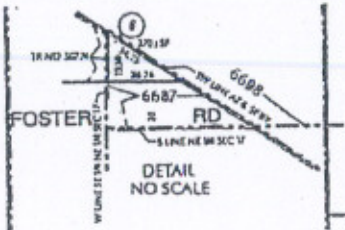


Figure "1"

SITE

STANDARD PROVISIONS
APPLICABLE TO WASTE DISCHARGE REQUIREMENTS

1. DUTY TO COMPLY

The discharger must comply with all conditions of these waste discharge requirements. A responsible party has been designated in the Order for this project, and is legally bound to maintain the monitoring program and permit. Violations may result in enforcement actions, including Regional Board orders or court orders requiring corrective action or imposing civil monetary liability, or in modification or revocation of these waste discharge requirements by the Regional Board. [CWC Section 13261, 13263, 13265, 13268, 13300, 13301, 13304, 13340, 13350]

2. GENERAL PROHIBITION

Neither the treatment nor the discharge of waste shall create a pollution, contamination or nuisance, as defined by Section 13050 of the California Water Code (CWC). [H&SC Section 5411, CWC Section 13263]

3. AVAILABILITY

A copy of these waste discharge requirements shall be maintained at the discharge facility and be available at all times to operating personnel. [CWC Section 13263]

4. CHANGE IN OWNERSHIP

The discharger must notify the Executive Officer, in writing at least 30 days in advance of any proposed transfer of this Order's responsibility and coverage to a new discharger containing a specific date for the transfer of this Order's responsibility and coverage between the current discharger and the new discharger. This agreement shall include an acknowledgement that the existing discharger is liable for violations up to the transfer date and that the new discharger is liable from the transfer date on. [CWC Sections 13267 and 13263]

5. CHANGE IN DISCHARGE

In the event of a material change in the character, location, or volume of a discharge, the discharger shall file with this Regional Board a new Report of Waste Discharge. [CWC Section 13260(c)]. A material change includes, but is not limited to, the following:

- (a) Addition of a major industrial waste discharge to a discharge of essentially domestic sewage, or the addition of a new process or product by an industrial facility resulting in a change in the character of the Waste.

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Standard Provisions Applicable to
Waste Discharge Requirements

- (b) Significant change in disposal method, e.g., change from a land disposal to a direct discharge to water, or change in the method of treatment which would significantly alter the characteristics of the waste.
- (c) Significant change in the disposal area, e.g., moving the discharge to another drainage area, to a different water body, or to a disposal area significantly removed from the original area potentially causing different water quality or nuisance problems.
- (d) Increase in flow beyond that specified in the waste discharge requirements.
- (e) Increase in the area or depth to be used for solid waste disposal beyond that specified in the waste discharge requirements. [CCR Title 23 Section 2210]

6. REVISION

These waste discharge requirements are subject to review and revision by the Regional Board. [CCR Section 13263]

7. TERMINATION

Where the discharger becomes aware that it failed to submit any relevant facts in a Report of Waste Discharge or submitted incorrect information in a Report of Waste Discharge or in any report to the Regional Board, it shall promptly submit such facts or information. [CWC Sections 13260 and 13267]

8. VESTED RIGHTS

This Order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, do not protect the discharger from his liability under Federal, State or local laws, nor do they create a vested right for the discharger to continue the waste discharge. [CWC Section 13263(g)]

9. SEVERABILITY

Provisions of these waste discharge requirements are severable. If any provision of these requirements are found invalid, the remainder of the requirements shall not be affected. [CWC Section 921]

Standard Provisions Applicable to
Waste Discharge Requirements

10. OPERATION AND MAINTENANCE

The discharger shall, at all times, properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the discharger to achieve compliance with conditions of this Order. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls including appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of this Order. [CWC Section 13263(f)]

11. HAZARDOUS RELEASES

Except for a discharge which is in compliance with these waste discharge requirements, any person who, without regard to intent or negligence, causes or permits any hazardous substance or sewage to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) that person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.7) of Chapter 7 of Division 1 of Title 2 of the Government Code, and immediately notify the State Board or the appropriate Regional Board of the discharge. This provision does not require reporting of any discharge of less than a reportable quantity as provided for under subdivisions (f) and (g) of Section 13271 of the Water Code unless the discharger is in violation of a prohibition in the applicable Water Quality Control plan. [CWC Section 1327(a)]

12. PETROLEUM RELEASES

Except for a discharge which is in compliance with these waste discharge requirements, any person who without regard to intent or negligence, causes or permits any oil or petroleum product to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) such person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State oil spill contingency plan adopted pursuant to Article 3.5 (commencing with Section 8574.1) of Chapter 7 of Division 1 of Title 2 of the Government Code. This provision does not require reporting of any discharge of less than 42 gallons unless the discharge is also required to be reported pursuant to Section 311 of the Clean Water Act or the discharge is in violation of a prohibition in the applicable Water Quality Control Plan. [CWC Section 13272]

Standard Provisions Applicable to
Waste Discharge Requirements

13. ENTRY AND INSPECTION

The discharger shall allow the Regional Board, or an authorized representative upon the presentation of credentials and other documents as may be required by law, to:

- (a) Enter upon the discharger's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this Order;
- (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Order;
- (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order; and
- (d) Sample or monitor at reasonable times, for the purposes of assuring compliance with this Order, or as otherwise authorized by the California Water Code, any substances or parameters at any location. [CWC Section 13267]

14. MONITORING PROGRAM AND DEVICES

The discharger shall furnish, under penalty of perjury, technical monitoring program reports; such reports shall be submitted in accordance with specifications prepared by the Executive Officer, which specifications are subject to periodic revisions as may be warranted. [CWC Section 13267]

All monitoring instruments and devices used by the discharger to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary to ensure their continued accuracy. All flow measurement devices shall be calibrated at least once per year, or more frequently, to ensure continued accuracy of the devices. Annually, the discharger shall submit to the Executive Office a written statement, signed by a registered professional engineer, certifying that all flow measurement devices have been calibrated and will reliably achieve the accuracy required.

Unless otherwise permitted by the Regional Board Executive officer, all analyses shall be conducted at a laboratory certified for such analyses by the State Department of Health Services. The Regional Board Executive Officer may allow use of an uncertified laboratory under exceptional circumstances, such as when the closest laboratory to the monitoring location is outside the State boundaries and therefore not subject to certification. All analyses shall be required to be conducted in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of Pollutants" [40CFR Part 136] promulgated by the U.S. Environmental Protection Agency. [CCR Title 23, Section 2230]

Standard Provisions Applicable to
Waste Discharge Requirements

15. TREATMENT FAILURE

In an enforcement action, it shall not be a defense for the discharger that it would have been necessary to halt or to reduce the permitted activity in order to maintain compliance with this Order. Upon reduction, loss, or failure of the treatment facility, the discharger shall, to the extent necessary to maintain compliance with this Order, control production or all discharges, or both, until the facility is restored or an alternative method of treatment is provided. This provision applies, for example, when the primary source of power of the treatment facility fails, is reduced, or is lost. [CWC Section 13263(f)]

16. DISCHARGE TO NAVIGABLE WATERS

Any person discharging or proposing to discharge to navigable waters from a point source (except for discharge of dredged or fill material subject to Section 404 of the Clean Water Act and discharge subject to a general NPDES permit) must file an NPDES permit application with the Regional Board. [CCR Title 2 Section 22357]

17. ENDANGERMENT TO HEALTH AND ENVIRONMENT

The discharger shall report any noncompliance which may endanger health or the environment. Any such information shall be provided verbally to the Executive Officer within 24 hours from the time the discharger becomes aware of the circumstances. A written submission shall also be provided within five days of the time the discharger becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The Executive officer, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours. The following occurrence(s) must be reported to the Executive Office within 24 hours:

- (a) Any bypass from any portion of the treatment facility.
- (b) Any discharge of treated or untreated wastewater resulting from sewer line breaks, obstruction, surcharge or any other circumstances.
- (c) Any treatment plan upset which causes the effluent limitation of this Order to be exceeded. [CWC Sections 13263 and 13267]

18. MAINTENANCE OF RECORDS

The discharger shall retain records of all monitoring information including all calibration and maintenance records, all original strip chart recordings for continuous monitoring instrumentation, copies off all reports required by this Order, and record of all data used

Standard Provisions Applicable to
Waste Discharge Requirements

to complete the application for this Order. Records shall be maintained for a minimum of three years from the date of the sample, measurement, report, or application. This period may be extended during the course of any unresolved litigation regarding this discharge or when requested by the Regional Board Executive Officer.

Records of monitoring information shall include:

- (a) The date, exact place, and time of sampling or measurement;
 - (b) The individual(s) who performed the sampling or measurement;
 - (c) The date(s) analyses were performed;
 - (d) The individual(s) who performed the analyses;
 - (e) The analytical techniques or method used; and
 - (f) The results of such analyses.
19. (a) All application reports or information to be submitted to the Executive Office shall be signed and certified as follows:
- (1) For a corporation – by a principal executive officer or at least the level of vice president.
 - (2) For a partnership or sole proprietorship – by a general partner or the proprietor, respectively.
 - (3) For a municipality, state, federal, or other public agency – by either a principal executive officer or ranking elected official.
- (b) A duly authorized representative of a person designated in paragraph (a) of this provision may sign documents if:
- (1) The authorization is made in writing by a person described in paragraph (a) of this provision.
 - (2) The authorization specifies either an individual or position having responsibility for the overall operation of the regulated facility or activity; and
 - (3) The written authorization is submitted to the Executive Officer.

Any person signing a document under this Section shall make the following certification:

Standard Provisions Applicable to
Waste Discharge Requirements

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. [CWC Sections 13263, 13267, and 13268]"

20. OPERATOR CERTIFICATION

Supervisors and operators of municipal wastewater treatment plants and privately owned facilities regulated by the PUC, used in the treatment or reclamation of sewage and industrial waste shall possess a certificate of appropriate grade in accordance with Title 23, California Code of Regulations Section 3680. State Boards may accept experience in lieu of qualification training. In lieu of a properly certified wastewater treatment plant operator, the State Board may approve use of a water treatment plant operator of appropriate grade certified by the State Department of Health Services where reclamation is involved.

Each plan shall be operated and maintained in accordance with the operation and maintenance manual prepared by the municipality through the Clean Water Grant Program [CWC Title 23, Section 2233(d)]

ADDITIONAL PROVISIONS APPLICABLE TO
PUBLICLY OWNED TREATMENT WORKS' ADEQUATE CAPACITY

21. Whenever a publicly owned wastewater treatment plant will reach capacity within four years the discharger shall notify the Regional Board. A copy of such notification shall be sent to appropriate local elected officials, local permitting agencies and the press. The discharger must demonstrate that adequate steps are being taken to address the capacity problem. The discharger shall submit a technical report to the Regional Board showing flow volumes will be prevented from exceeding capacity, or how capacity will be increased, within 120 days after providing notification to the Regional Board, or within 120 days after receipt of notification from the Regional Board, of a finding that the treatment plant will reach capacity within four years. The time for filing the required technical report may be extended by the Regional Board. An extension of 30 days may be granted by the Executive Officer, and longer extensions may be granted by the Regional Board itself. [CCR Title 23, Section 2232]