

Exhibit 9

Certification of Compliance with Agreement and Covenant Not to Sue (Transferee)

Exhibit 9

**CERTIFICATION OF COMPLIANCE
WITH AGREEMENT AND COVENANT NOT TO SUE (TRANSFEEE)**

CERTIFIED MAIL

Mimi Newton
Office of Regional Counsel
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, California 94105

Re: Certification of Compliance with Agreement and Covenant Not to Sue, EPA
Docket No. 2003-02; City of West Covina Redevelopment Agency Prospective
Purchaser Agreement, Portion of BKK Landfill, West Covina, CA

In accordance with Section XII (Parties Bound/Transfer of Covenant) of the Agreement and Covenant Not to Sue, Docket No. 2003-02 ("Agreement"), the undersigned assignee or transferee ("Transferee") hereby notifies the U.S. Environmental Protection Agency ("EPA") that it is acquiring title to [all or a portion of] Parcel __ (as defined in the Agreement). The Agreement was originally entered into by and between EPA and City of West Covina, and concerns the real property described in Exhibit 3 (Parcel 1) and in Exhibit 4 (Parcel 2) to the Agreement. A legal description of the property to be acquired is attached hereto. The Agreement, including the Covenant Not to Sue and Contribution Protection, will be applicable only as to the property to which Transferee acquires title.

[Insert a paragraph that describes the Transferee, the proposed assignment or transfer, the property to be transferred and the parties to the transaction.]

Transferee acknowledges that it has reviewed the Agreement and any modifications and notices thereto. Pursuant to Section XII of the Agreement (Parties Bound/Transfer of Covenant), Transferee hereby agrees it is a Settling Respondent and shall be bound by and perform, from the date of acquiring title to [all or a portion of] Parcel __, all of the obligations and terms in the Agreement in effect on the date it takes title to the property, except for those obligations and terms of the Agreement included in Section V of the Agreement (Work to Be Performed), and Transferee hereby certifies that:

1. Transferee has not caused or contributed to the release or threat of release of any amount of the Existing Contamination;
2. Transferee has never previously owned any portion of Parcel __;
3. Transferee's use and ownership of [all or a portion of] Parcel __ shall not result in a release or threat of release of a hazardous substance;
4. Transferee shall not use or allow to be used [all or the portion of] Parcel __ that is

the subject of purchase in any manner that could cause or contribute to the migration or release of any Existing Contamination;

5. Transferee shall permit access to [all or the portion of] Parcel ___ that is the subject of the purchase, as set forth in Paragraph 39 of the Agreement;
6. Transferee shall exercise due care at the Site, as that term is defined in the Agreement, and cooperate with EPA as set forth in Section VII of the Agreement;
7. Transferee shall not interfere with response actions, remedial activities, or any other activity taken pursuant to, or authorized by, CERCLA or RCRA to be undertaken on or around the Site, as that term is defined in the Agreement;
8. Transferee is financially capable of performing all of its obligations as a Settling Respondent pursuant to the Agreement; and
9. the person signing on behalf of Transferee hereby certifies, represents and warrants that he or she is authorized to make these certifications on behalf of the Transferee.

Upon approval of this letter by EPA, Transferee shall have all of the rights and obligations under the Agreement and Covenant Not to Sue as of the date it takes title to [all or a portion of] Parcel ___. However, if at any time EPA determines that Transferee's certification is materially inaccurate or incomplete, the Agreement and Covenant Not to Sue shall be null and void with respect to Transferee, and the United States reserves all rights it may have against Transferee.

Transferee agrees that any assignments or transfers of the Agreement by Transferee shall be in accordance with the provisions set forth in the Agreement.

Notices and submissions required under the Agreement shall be sent to the following contact persons for Transferee:

[INSERT CONTACT INFORMATION]

So acknowledged and agreed:

[Insert Transferee's Name]

Name and Title

Date: _____

Approved:

Jeff Scott _____
Hazardous Waste Division Director
US EPA, Region 9

Date: _____

Keith Takata _____
Superfund Division Director
US EPA, Region 9

Date: _____