

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

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4 IN THE MATTER OF:) Docket HWCA:SRPD 02/03 SCC-4293
5 Associated Plating Co. Inc.)
9336 Ann Street)
6 Santa Fe Springs, CA 90670) CORRECTIVE ACTION
7 EPA ID# CAD 043 079 110) CONSENT AGREEMENT
8 Associated Plating Co. Inc.) Health and Safety Code
Respondent) Sections 25187 and 25200.14
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10 INTRODUCTION

11 1. The Department of Toxic Substances Control (DTSC), and
12 Associated Plating Company Inc. (Respondent) enter into this
13 Corrective Action Consent Agreement (Consent Agreement) and
14 agree as follows:

15 1.1. Jurisdiction exists pursuant to Health and Safety
16 Code section 25187 and 25200.14, which authorize DTSC to issue
17 an order to require corrective action when DTSC determines that
18 there is or may be a release of hazardous waste or hazardous
19 waste constituents into the environment from a hazardous waste
20 facility.

21 1.2. The parties enter into this Consent Agreement to
22 avoid the expense of litigation and to carry out promptly the
23 corrective action described below. DTSC and Respondent agree
24 that the actions undertaken by Respondent in accordance with
25 this Consent Agreement do not constitute an admission of any
26 liability by the Respondent.

27 1.3. The Respondent is the owner and operator of a
hazardous waste facility located at 9336 Ann Street, Santa Fe
Springs, California 90670 (Facility).

1.4. Associated Plating Company, Inc. engages in the
management of hazardous waste pursuant to two Permit By Rule
(PBR) units issued by DTSC on August 4, 1993.

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1.5. The terms used in this Consent Agreement are as defined in California Code of Regulations, title 22, section 66260.10, except as otherwise provided.

1.6. Respondent agrees to implement all DTSC-approved workplans and to undertake all actions required by the terms and conditions of this Consent Agreement, including any portions of this Consent Agreement incorporated by reference.

1.7. Respondent waives any right to request a hearing on this Consent Agreement pursuant to Health and Safety Code section 25187.

FINDINGS OF FACT

2. On December 31, 1996, pursuant to Health and Safety Code section 25200.14, the Respondent submitted a Phase I Environmental Assessment and Limited Environmental Compliance Assessment (Phase I Report) to DTSC. The Phase I Report identified that further investigation was necessary to determine the existence, nature, and extent of contamination at the Facility.

2.1 On March 9, 2001 DTSC conducted a Phase I Site Assessment Verification Site Inspection at the site and identified five Solid Waste management Units (SWMUs) that will require further investigation.

2.2 On February 8, 2002, DTSC approved a Further Investigation Workplan submitted by the URS Corporation on behalf of the Facility.

2.3 Based on the investigation conducted at the site, in November 2001 and February 2002, URS Corporation submitted a Further Investigation Report to the DTSC. The Chemicals of Concern (COCs) identified at the Facility are metals, Volatile Organic Compounds (VOCs), and Total Petroleum Hydrocarbons.

2.4. Based on the information available to DTSC, DTSC concludes that further investigation is needed to determine the nature and extent of any release of hazardous waste or hazardous waste constituents in the following Solid Waste Management Units (SWMUs).

- Boiler Area SWMU # 1
- Secondary Containment Area of the Neutralization Tank SWMU # 2
- Open Trench Area on the South side of the property # 3
- Vapor Degreaser Area SWMU # 4
- Floor Channel Area inside the building SWMU # 5
- Chemical Storage Area SWMU # 6
- The Area on East side of the main building where compressor, chemical Storage building, cyanide destruction unit, Empty Drum Storage Area and parking lot are located SWMU # 7

2.5. The hazardous wastes or hazardous waste constituents have migrated or may migrate from the Facility into the environment through the following pathways: subsurface soils, groundwater, airborne dust particulate matter, and rain surface runoff water.

2.6. The Facility is located in an industrial area of City of Santa Fe Springs. The Facility is 1.25-acres in size and is currently occupied by an approximately 17,000 square-foot concrete tilt-up building on the southwest portion. The Facility was built over a very large concrete base of a former petroleum storage tank or reservoir. The southeast portion of the Facility (0.30 acer) is unimproved vacant land. The elevation of the property is approximately 150 feet above mean sea level with a total topographic gradient of less than 20 feet per mile to the southeast. First encountered groundwater beneath the

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1 Facility is found between approximately 35 and 40 feet below
2 ground surface (bgs) (Investigation Report dated April 19, 2002).

3 PROJECT COORDINATOR

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5 3. Within 14 days of the effective date of this Consent
6 Agreement, DTSC and Respondent shall each designate a Project
7 Coordinator and shall notify each other in writing of the
8 Project Coordinator selected. Each Project Coordinator shall be
9 responsible for overseeing the implementation of this Consent
10 Agreement and for designating a person to act in his/her
11 absence. All communications between Respondent and DTSC, and
12 all documents, report approvals, and other correspondence
13 concerning the activities performed pursuant to this Consent
14 Agreement shall be directed through the Project Coordinators.
15 Each party may change its Project Coordinator with at least
16 seven days prior written notice.

17 WORK TO BE PERFORMED

18 4. Respondent agrees to perform the work required by this
19 Consent Agreement in accordance with the applicable state and
20 federal laws, their implementing regulations, and the applicable
21 DTSC and the United States Environmental Protection Agency
22 guidance documents.

23 INTERIM MEASURES (IM)

24 5. Respondent shall evaluate available data and assess the
25 need for interim measures in addition to those specifically
26 required by this Consent Agreement. Interim measures shall be
27 used whenever possible to control or abate immediate threats to
human health and/or the environment, and to prevent and/or
minimize the spread of contaminants while long-term corrective

1 action alternatives are being evaluated.

2 5.1. If at any time Respondent identifies an immediate or
3 potential threat to human health and/or the environment,
4 discovers new releases of hazardous waste and/or hazardous waste
5 constituents, or discovers new solid waste management units not
6 previously identified, Respondent shall notify DTSC Project
7 Coordinator orally within 48 hours of discovery and notify DTSC
8 in writing within 10 days of discovery summarizing the findings,
9 including the immediacy and magnitude of the potential threat to
10 human health and/or the environment. Within 60 days of
11 receiving DTSC's written request, Respondent shall submit to
12 DTSC an IM Workplan for approval. The IM Workplan shall include
13 a schedule for submitting to DTSC an IM Operation and
14 Maintenance Plan and IM Plans and Specifications. The IM
15 Workplan, IM Operation and Maintenance Plan, and IM Plans and
16 Specifications shall be developed in a manner consistent with
17 the Scope of Work for Interim Measures Implementation contained
18 in as Attachment 7. If DTSC determines that immediate action is
19 required, DTSC Project Coordinator may orally authorize the
20 Respondent to act prior to DTSC's receipt of the IM Workplan.

21 5.2. If DTSC identifies an immediate or potential threat
22 to human health and/or the environment, discovers new releases
23 of hazardous waste and/or hazardous waste constituents, or
24 discovers new solid waste management units not previously
25 identified, DTSC will notify Respondent in writing. Within 90
26 days of receiving DTSC's written notification, Respondent shall
27 submit to DTSC for approval an IM Workplan that identifies
Interim Measures that will mitigate the threat. The IM Workplan
shall include a schedule for submitting to DTSC an IM Operation
and Maintenance Plan and IM Plans and Specifications. The IM
Workplan, IM Operation and Maintenance Plan, and IM Plans and
Specifications shall be developed in a manner consistent with
the Scope of Work for Interim Measures Implementation contained
in as Attachment 7. If DTSC determines that immediate action is

1 required, DTSC Project Coordinator may orally authorize
2 Respondent to act prior to receipt of the IM Workplan.

3 5.3. All IM Workplans shall ensure that the Interim
4 Measures are designed to mitigate current or potential threats
5 to human health and/or the environment, and should, to the
6 extent practicable, be consistent with the objectives of, and
7 contribute to the performance of, any remedy which may be
8 required at the Facility.

9 5.4. Concurrent with the submission of an IM Workplan,
10 Respondent shall submit to DTSC a Health and Safety Plan in
11 accordance with the Scope of Work for a Health and Safety Plan
12 contained in Attachment 2.

13 5.5. Concurrent with the submission of an IM Workplan,
14 Respondent shall submit to DTSC for approval a Community Profile
15 in accordance with Attachment 3. Based on the information
16 provided in the Community Profile, if DTSC determines that there
17 is a high level of community concern about the Facility, DTSC
18 may require Respondent to prepare a Public Participation Plan.

19 FACILITY INVESTIGATION (FI)

20 6. Within 90 days of the effective date of this Consent
21 Agreement, Respondent shall submit to DTSC a Workplan for a
22 Facility Investigation ("FI Workplan"). The FI Workplan is
23 subject to approval by DTSC and shall be developed in a manner
24 consistent with the Scope of Work for a Facility Investigation
25 contained in Attachment 1. DTSC will review the FI Workplan and
26 notify Respondent in writing of DTSC's approval or disapproval.

27 6.1. The FI Workplan shall detail the methodology to: (1)
gather data needed to make decisions on interim measures/
stabilization during the early phases of the RCRA Facility
Investigation; (2) identify and characterize all sources of
contamination; (3) define the nature, degree and extent of
contamination; (4) define the rate of movement and direction of

1 contamination flow; (5) characterize the potential pathways of
2 contaminant migration; (6) identify actual or potential human
3 and/or ecological receptors; and (7) support development of
4 alternatives from which a corrective measure will be selected by
5 DTSC. A specific schedule for implementation of all activities
6 shall be included in the FI Workplan.

7 6.2. Respondent shall submit a FI Report to DTSC for
8 approval in accordance with DTSC-approved FI Workplan schedule.
9 The FI Report shall be developed in a manner consistent with the
10 Scope of Work for a Facility Investigation contained in
11 Attachment 1. If there is a phased investigation, separate FI
12 Reports and a report that summarizes the findings from all
13 phases of the FI must be submitted to DTSC. DTSC will review
14 the FI Report(s) and notify Respondent in writing of DTSC's
15 approval or disapproval.

16 6.3. Concurrent with the submission of a FI Workplan,
17 Respondent shall submit to DTSC a Health and Safety Plan in
18 accordance with Attachment 2. If Workplans for both an IM and
19 FI are required by this Consent Agreement, Respondent may submit
20 a single Health and Safety Plan that addresses the combined IM
21 and FI activities.

22 6.4. DTSC may require Respondent to prepare a FI Summary
23 Fact Sheet. If required, Respondent shall submit a FI Summary
24 Fact Sheet to DTSC that summarizes the findings from all phases
25 of the FI. The FI Summary Fact Sheet shall be submitted to DTSC
26 in accordance with the schedule contained in the approved FI
27 Workplan. DTSC will review the FI Summary Fact Sheet and notify
Respondent in writing of DTSC's approval or disapproval,
including any comments and/or modifications. When DTSC approves
the FI Summary Fact Sheet, Respondent shall mail the approved FI
Summary Fact Sheet to all individuals on a mailing list
established pursuant to California Code Regulations, title 22,
section 66271.9(c)(1)(D), within 15 calendar days of receipt of
written approval.

1 6.5. Concurrent with the submission of a FI Workplan,
2 Respondent shall submit to DTSC for approval a Community Profile
3 in accordance with Attachment 3. Based on the information
4 provided in the Community Profile and any Supplement to the
5 Community Profile, if DTSC determines that there is a high level
6 of community concern about the Facility, Respondents shall
7 prepare a Public Participation Plan.

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17 RISK ASSESSMENT

18 7. Based on the information available to DTSC, Respondent
19 may be required to conduct a Risk Assessment to evaluate
20 potential human health risk and ecological risk and to establish
21 site-specific action levels and cleanup standards. If DTSC
22 determines that a Risk Assessment is required, Respondent shall
23 submit to DTSC for approval a Risk Assessment Workplan within 90
24 days of receipt of DTSC's determination. Respondent shall
25 submit to DTSC for approval a Risk Assessment Report in
26 accordance with DTSC-approved Risk Assessment Workplan schedule.
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18 CORRECTIVE MEASURES STUDY (CMS)

19 8. Respondent shall prepare a Corrective Measures Study,
20 if contaminant concentrations exceed human health-based or
21 ecologically-based action levels established by the DTSC-
22 approved Risk Assessment Report if one is required under this
23 Consent Agreement, or if DTSC otherwise determines that the
24 contaminant releases pose a potential threat to human health or
25 the environment.

26 8.1. Within 90 days of DTSC's approval of the FI Report
27 (or Respondent's receipt of a written request from DTSC),
Respondent shall submit a CMS Workplan to DTSC. The CMS
Workplan is subject to approval by DTSC and shall be developed
in a manner consistent with the Scope of Work for a Corrective

1 Measures Study contained in Attachment 4.

2 8.2. The CMS Workplan shall detail the methodology for
3 developing and evaluating potential corrective measures to
4 remedy any contamination at the Facility. The CMS Workplan
5 shall identify the potential corrective measures, including any
6 innovative technologies, that may be used for the containment,
7 treatment, remediation, and/or disposal of contamination.

8 8.3. Respondent shall prepare treatability studies for all
9 potential corrective measures that involve treatment except
10 where Respondent can demonstrate to DTSC's satisfaction that
11 they are not needed. The CMS Workplan shall include, at a
12 minimum, a summary of the proposed treatability study including
13 a conceptual design, a schedule for submitting a treatability
14 study workplan, or Respondent's justification for not proposing
15 a treatability study.

16 8.4. Respondent shall submit a CMS Report to DTSC for
17 approval in accordance with DTSC-approved CMS Workplan schedule.
18 The CMS Report shall be developed in a manner consistent with
19 the Scope of Work for a Corrective Measures Study contained in
20 Attachment 4. DTSC will review the CMS Report and notify
21 Respondent in writing of DTSC's approval or disapproval.

22 REMEDY SELECTION

23 9. DTSC will provide the public with an opportunity to
24 review and comment on the final draft of the CMS Report, DTSC's
25 proposed corrective measures for the Facility, and DTSC's
26 justification for selection of such corrective measures.
27 Depending on the level of community concern, DTSC may conduct a
public hearing to obtain comments.

9.1. Following the public comment period, DTSC may select
final corrective measures or require Respondent to revise the
CMS Report and/or perform additional corrective measures
studies.

1 9.2. DTSC will notify Respondent of the final corrective
2 measures selected by DTSC in the Final Decision and Response to
3 Comments. The notification will include DTSC's reasons for
4 selecting the corrective measures.

5 CORRECTIVE MEASURES IMPLEMENTATION (CMI)

6 10. Within 90 days of Respondent's receipt of
7 notification of DTSC's selection of the corrective measures,
8 Respondent shall submit to DTSC a Corrective Measures
9 Implementation (CMI) Workplan. The CMI Workplan is subject to
10 approval by DTSC and shall be developed in a manner consistent
11 with the Scope of Work for Corrective Measures Implementation
12 contained in Attachment 5.

13 10.1. Concurrent with the submission of a CMI Workplan,
14 Respondent shall submit to DTSC a Health and Safety Plan in
15 accordance with Attachment 2.

16 10.2. Concurrent with the submission of a CMI Workplan,
17 Respondent shall submit to DTSC for approval a Community Profile
18 in accordance with Attachment 3. Based on the information
19 provided in the Community Profile and any Supplement to the
20 Community Profile, if DTSC determines that there is a high level
21 of community concern about the Facility, DTSC may require
22 Respondent to prepare a Public Participation Plan.

23 10.3. The CMI program shall be designed to facilitate the
24 design, construction, operation, maintenance, and monitoring of
25 corrective measures at the Facility. In accordance with the
26 schedule contained in the approved CMI Workplan, Respondent
27 shall submit to DTSC the documents listed below, to the extent
applicable. These documents shall be developed in a manner
consistent with the Scope of Work for Corrective Measures
Implementation contained in Attachment 5.

- o Operation and Maintenance Plan
- o Draft Plans and Specifications

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- o Final Plans and Specifications
- o Construction Workplan
- o Construction Completion Report
- o Corrective Measures Completion Report

10.4. DTSC will review all required CMI documents and notify Respondent in writing of DTSC's approval or disapproval.

10.5. As directed by DTSC, within 90 days of DTSC's approval of all required CMI documents, Respondent shall establish a financial assurance mechanism for Corrective Measures Implementation. The financial assurance mechanisms may include a performance or surety bond, liability insurance, an escrow performance guarantee account, a trust fund, financial test, or corporate guarantee as described in California Code of Regulations, title 22, section 66265.143 or any other mechanism acceptable to DTSC. The mechanism shall be established to allow DTSC access to the funds to undertake Corrective Measures Implementation tasks if Respondent is unable or unwilling to undertake the required actions.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

11. DTSC must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Agreement are projects subject to CEQA. Respondent shall provide all information necessary to facilitate any CEQA analysis. DTSC will make an initial determination regarding the applicability of CEQA. If the activities are not exempt from CEQA, DTSC will conduct an Initial Study. Based on the results of the Initial Study, DTSC will determine if a Negative Declaration or an Environmental Impact Report (EIR) should be prepared. DTSC will prepare and process any such Negative Declaration. However, should DTSC determine that an EIR is necessary, such an EIR would be prepared under a separate agreement between DTSC and Respondent.

DTSC APPROVAL

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2 12. Respondent shall revise any workplan, report,
3 specification, or schedule in accordance with DTSC's written
4 comments. Respondent shall submit to DTSC any revised documents
5 by the due date specified by DTSC. Revised submittals are
6 subject to DTSC's approval or disapproval.

7 12.1. Upon receipt of DTSC's written approval, Respondent
8 shall commence work and implement any approved Workplan in
9 accordance with the schedule and provisions contained therein.

10 12.2. Any DTSC-approved workplan, report, specification,
11 or schedule required under this Consent Agreement shall be
12 deemed incorporated into this Consent Agreement.

13 12.3. Verbal advice, suggestions, or comments given by
14 DTSC representatives will not constitute an official approval or
15 decision.

SUBMITTALS

16 13. Beginning with the first full month following the
17 effective date of this Consent Agreement, Respondent shall
18 provide DTSC with tri-annual progress reports of corrective
19 action activities conducted pursuant to this Consent Agreement.
20 Progress reports are due on the first day of the first month
21 following the close of each reporting period. The progress
22 reports shall conform to the Scope of Work for Progress Reports
23 contained in Attachment 8. DTSC may adjust the frequency of
24 progress reporting to be consistent with site-specific
25 activities.

26 13.1. Any report or other document submitted by Respondent
27 pursuant to this Consent Agreement shall be signed and certified
by the project coordinator, a responsible corporate officer, or
a duly authorized representative.

1 engineer or registered geologist, registered in California, with
2 expertise in hazardous waste site cleanup. Respondent's
3 contractor or consultant shall have the technical expertise
4 sufficient to fulfill his or her responsibilities. Within 14
5 days of the effective date of this Consent Agreement, Respondent
6 shall notify DTSC Project Coordinator in writing of the name,
7 title, and qualifications of the professional engineer or
8 registered geologist and of any contractors or consultants and
9 their personnel to be used in carrying out the terms of this
10 Consent Agreement.

11 ADDITIONAL WORK

12 15. DTSC may determine or Respondent may propose that
13 certain tasks, including investigatory work, engineering
14 evaluation, or procedure/methodology modifications are necessary
15 in addition to, or in lieu of, the tasks and deliverables
16 included in any part of DTSC-approved workplans. DTSC shall
17 request in writing that Respondent performs the additional work
18 and shall specify the basis and reasons for DTSC's determination
19 that the additional work is necessary. Within 14 days after the
20 receipt of such determination, Respondent may confer with DTSC
21 to discuss the additional work DTSC has requested. If required
22 by DTSC, Respondent shall submit to DTSC a workplan for the
23 additional work. Such workplan shall be submitted to DTSC
24 within 30 days of receipt of DTSC's determination or according
25 to an alternate schedule established by DTSC. Upon approval of
26 a workplan, Respondent shall implement it in accordance with the
27 provisions and schedule contained therein. The need for, and
disputes concerning, additional work are subject to the dispute
resolution procedures specified in this Consent Agreement.

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QUALITY ASSURANCE

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16. All sampling and analyses performed by Respondent under this Consent Agreement shall follow applicable DTSC and USEPA guidance for sampling and analysis. Workplans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved workplans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report.

16.1. The names, addresses, and telephone numbers of the California State certified analytical laboratories that Respondent proposes to use must be specified in the applicable workplans.

SAMPLING AND DATA/DOCUMENT AVAILABILITY

17. Respondent shall submit to DTSC upon request the results of all sampling and/or tests or other data generated by its employees, agents, consultants, or contractors pursuant to this Consent Agreement.

17.1. Respondent shall notify DTSC in writing at least seven days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from DTSC Project Coordinator or, if the Project Coordinator is unavailable, his/her Branch Chief, to commence such activities immediately.

17.2. At the request of DTSC, Respondent shall provide or allow DTSC or its authorized representative to take split or duplicate samples of all samples collected by Respondent pursuant to this Consent Agreement. Similarly, at

1 the request of Respondent, DTSC shall allow Respondent or
2 his/her authorized representative to take split or duplicate
3 samples of all samples collected by DTSC under this Consent
4 Agreement.

5 ACCESS

6 18. Subject to the Facility's security and safety
7 procedures, Respondent agrees to provide DTSC and its
8 representatives access at all reasonable times to the Facility
9 and any off-site property to which access is required for
10 implementation of this Consent Agreement and shall permit such
11 persons to inspect and copy all records, files, photographs,
12 documents, including all sampling and monitoring data, that
13 pertain to work undertaken pursuant to this Consent Agreement
14 and that are within the possession or under the control of
15 Respondent or his/her contractors or consultants.

16 RECORD PRESERVATION

17 19. Respondent shall retain, during the pendency of
18 this Consent Agreement and for a minimum of six years after its
19 termination, all data, records, and documents that relate in any
20 way to the performance of this Consent Agreement or to hazardous
21 waste management and/or disposal at the Facility. Respondent
22 shall notify DTSC in writing 90 days prior to the destruction of
23 any such records, and shall provide DTSC with the opportunity to
24 take possession of any such records. Such written notification
25 shall reference the effective date, caption, and docket number
26 of this Consent Agreement and shall be addressed to:

25 Stephen W. Lavinger, Chief
26 State Regulatory Programs Branch
27 Hazardous Waste Management Program
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

1 Substances Control, with a copy to DTSC's Project Coordinator.
2 The written objection must be mailed to the Branch Chief within
3 14 days of Respondent's receipt of DTSC's written decision.
4 Respondent's written objection must set forth the specific
5 points of the dispute and the basis for Respondent's position.

6 20.3. DTSC and Respondent shall have 14 days from
7 DTSC's receipt of Respondent's written objection to resolve the
8 dispute through formal discussions. This period may be extended
9 by DTSC for good cause. During such period, Respondent may meet
10 or confer with DTSC to discuss the dispute.

11 20.4. After the formal discussion period, DTSC will
12 provide Respondent with its written decision on the dispute.
13 DTSC's written decision will reflect any agreements reached
14 during the formal discussion period and be signed by the Branch
15 Chief or his/her designee. The decision of the Branch Chief or
16 his/her designee shall constitute DTSC's administrative decision
17 on the issues of dispute.

18 20.5. During the pendency of all dispute resolution
19 procedures set forth above, the time periods for completion of
20 work required under this Consent Agreement that are affected by
21 such dispute shall be extended for a period of time not to
22 exceed the actual time taken to resolve the dispute. The
23 existence of a dispute shall not excuse, toll, or suspend any
24 other compliance obligation or deadline required pursuant to
25 this Consent Agreement.

26 RESERVATION OF RIGHTS

27 21. DTSC reserves all of its statutory and regulatory
powers, authorities, rights, and remedies, which may pertain to
Respondent's failure to comply with any of the requirements of
this Consent Agreement. Respondent reserves all of its
statutory and regulatory rights, defenses and remedies, as they
may arise under this Consent Agreement. This Consent Agreement

1 shall not be construed as a covenant not to sue, release,
2 waiver, or limitation on any powers, authorities, rights, or
3 remedies, civil or criminal, that DTSC or Respondents may have
4 under any laws, regulations or common law.

5 21.1. DTSC reserves the right to disapprove of work
6 performed by Respondent pursuant to this Consent Agreement and
7 to request that Respondent performs additional tasks.

8 21.2. DTSC reserves the right to perform any portion
9 of the work consented to herein or any additional site
10 characterization, feasibility study, and/or remedial actions it
11 deems necessary to protect human health and/or the environment.
12 DTSC may exercise its authority under any applicable state or
13 federal law or regulation to undertake response actions at any
14 time. DTSC reserves its right to seek reimbursement from
15 Respondent for costs incurred by the State of California with
16 respect to such actions. DTSC will notify Respondent in writing
17 as soon as practicable regarding the decision to perform any
18 work described in this section.

19 21.3. If DTSC determines that activities in
20 compliance or noncompliance with this Consent Agreement have
21 caused or may cause a release of hazardous waste and/or
22 hazardous waste constituents, or a threat to human health and/or
23 the environment, or that Respondent is not capable of
24 undertaking any of the work required, DTSC may order Respondent
25 to stop further implementation of this Consent Agreement for
26 such period of time as DTSC determines may be needed to abate
27 any such release or threat and/or to undertake any action which
DTSC determines is necessary to abate such release or threat.
The deadlines for any actions required of Respondent under this
Consent Agreement affected by the order to stop work shall be
extended to take into account DTSC's actions.

21.4. This Consent Agreement is not intended to be
nor shall it be construed to be a permit. This Consent
Agreement is not a substitute for, and does not preclude DTSC

1 from requiring, any hazardous waste facility permit, post
2 closure permit, closure plan or post closure plan. The parties
3 acknowledge and agree that DTSC's approval of any workplan,
4 plan, and/or specification does not constitute a warranty or
5 representation that the workplans, plans, and/or specifications
6 will achieve the required cleanup or performance standards.
7 Compliance by Respondent with the terms of this Consent
8 Agreement shall not relieve Respondent of its obligations to
9 comply with the Health and Safety Code or any other applicable
10 local, state, or federal law or regulation.

11 OTHER CLAIMS

12 22. Except as provided in this Consent Agreement,
13 nothing in this Consent Agreement shall constitute or be
14 construed as a release by DTSC or Respondent from any claim,
15 cause of action, or demand in law or equity against any person,
16 firm, partnership, or corporation for any liability it may have
17 arising out of or relating in any way to the generation,
18 storage, treatment, handling, transportation, release, or
19 disposal of any hazardous constituents, hazardous substances,
20 hazardous wastes, pollutants, or contaminants found at, taken
21 to, or taken or migrating from the Facility.

22 COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

23 23. Respondent shall comply with all applicable waste
24 discharge requirements issued by the State Water Resources
25 Control Board or a California regional water quality control
26 board.

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OTHER APPLICABLE LAWS

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2 24. All actions required by this Consent Agreement
3 shall be conducted in accordance with the requirements of all
4 local, state, and federal laws and regulations. Respondent
5 shall obtain or cause its representatives to obtain all permits
6 and approvals necessary under such laws and regulations.

REIMBURSEMENT OF DTSC'S COSTS

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8 25. Respondent shall pay DTSC's costs incurred in the
9 implementation of this Consent Agreement.

10 25.1. An estimate of DTSC's costs is attached as
11 Exhibit A showing the amount of \$40,259.00. It is
12 understood by the parties that this amount is only a cost
13 estimate for the activities shown on Exhibit A and it may differ
14 from the actual costs incurred by DTSC in overseeing these
15 activities or in implementing this Consent Agreement. DTSC will
16 provide additional cost estimates to Respondent as the work
17 progresses under the Consent Agreement.

18 25.2. Respondent shall make an advance payment to
19 DTSC in the amount of \$10,000.00 within 30 days of the effective
20 date of this Consent Agreement. If the advance payment exceeds
21 DTSC's costs, DTSC will refund the balance within 120 days after
22 the execution of the Acknowledgment of Satisfaction pursuant to
23 Section 27 of this Consent Agreement.

24 25.3. DTSC will provide Respondent with a billing
25 statement at least quarterly, which will include the name(s) of
26 the employee(s), identification of the activities, the amount of
27 time spent on each activity, and the hourly rate charged. If
Respondent do not pay an invoice within 60 days of the date of
the billing statement, the amount is subject to interest as
provided by Health and Safety Code section 25360.1.

1 25.4. DTSC will retain all costs records
2 associated with the work performed under this Consent Agreement
3 as required by state law. DTSC will make all documents that
4 support the DTSC's cost determination available for inspection
upon request, as provided by the Public Records Act.

5 25.5. Any dispute concerning DTSC's costs incurred
6 pursuant to this Consent Agreement is subject to the Dispute
7 Resolution provision of this Consent Agreement and the dispute
8 resolution procedures as established pursuant to Health and
9 Safety Code section 25269.2. DTSC reserves its right to recover
unpaid costs under applicable state and federal laws.

10 25.6. All payments shall be made within 30 days of
11 the date of the billing statement by check payable to the
Department of Toxic Substances Control and shall be sent to:

12
13 Accounting Unit
14 Department of Toxic Substances Control
15 P. O. Box 806
16 Sacramento, California 95812-0806

17 All checks shall reference the name of the Facility, the
18 Respondent's name and address, and the docket number of this
19 Consent Agreement. Copies of all checks and letters
20 transmitting such checks shall be sent simultaneously to DTSC's
Project Coordinator.

21
22 MODIFICATION

23 26. This Consent Agreement may be modified by mutual
24 agreement of the parties. Any agreed modification shall be in
25 writing, shall be signed by both parties, shall have as its
26 effective date the date on which it is signed by all the
27 parties, and shall be deemed incorporated into this Consent
Agreement.

SIGNATORIES

29. Each undersigned representative certifies that he or she is fully authorized to enter into this Consent Agreement.

DATE: 12/31/03 Signed by Michael Evans
Associated Plating Company, Inc.

Michael Evans, President
Name and Title of Respondent's Representative

DATE: 1/5/04 Signed by Stephen W. Lavinger
Stephen W. Lavinger, Chief
Tiered Permitting Corrective Action Branch
Hazardous Waste Management Program
Department of Toxic Substances Control

This Corrective Action Consent Agreement posted on DTSC's website does not include all attachments from the original document. If you need copies of a specific document, please contact the DTSC project manager listed in the document.