

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

1  
2  
3  
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  
9

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.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

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

///

///

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

3 PROJECT COORDINATOR

4  
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.

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

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

6.4. DTSC may require Respondent to prepare a FI Summary  
20 Fact Sheet. If required, Respondent shall submit a FI Summary  
21 Fact Sheet to DTSC that summarizes the findings from all phases  
22 of the FI. The FI Summary Fact Sheet shall be submitted to DTSC  
23 in accordance with the schedule contained in the approved FI  
24 Workplan. DTSC will review the FI Summary Fact Sheet and notify  
25 Respondent in writing of DTSC's approval or disapproval,  
26 including any comments and/or modifications. When DTSC approves  
27 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.

8  
9  
10  
11  
12  
13  
14  
15  
16  
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.  
27

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

- 1                   o    Final Plans and Specifications
  - 2                   o    Construction Workplan
  - 3                   o    Construction Completion Report
  - 4                   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

1  
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 13.2. The certification required by paragraph 13.2 above,  
2 shall be in the following form:

3 I certify that the information contained in or  
4 accompanying this submittal is true, accurate, and  
5 complete. As to those portions of this submittal for which  
6 I cannot personally verify the accuracy, I certify that  
7 this submittal and all attachments were prepared at my  
8 direction in accordance with procedures designed to assure  
9 that qualified personnel properly gathered and evaluated  
10 the information submitted.

11 Signature: \_\_\_\_\_

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

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

14 Date: \_\_\_\_\_

15  
16  
17 13.3. Respondent shall provide three copies of all  
18 documents, including but not limited to, workplans, reports, and  
19 correspondence. Submittals specifically exempted from this copy  
20 requirement are all progress reports and correspondence of less  
21 than 15 pages, of which one copy is required.

22 13.4. Unless otherwise specified, all reports,  
23 correspondence, approvals, disapprovals, notices, or other  
24 submissions relating to this Consent Agreement shall be in  
25 writing and shall be sent to the current Project Coordinators.

26 PROPOSED CONTRACTOR/CONSULTANT

27 14. All work performed pursuant to this Consent Agreement  
shall be under the direction and supervision of a professional

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.

///

///

QUALITY ASSURANCE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

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 19.1. If Respondent retains or employ any agent,  
2 consultant, or contractor for the purpose of carrying out the  
3 terms of this Consent Agreement, Respondent will require any  
4 such agents, consultants, or contractors to provide Respondent a  
5 copy of all documents produced pursuant to this Consent  
6 Agreement.

7 19.2. All documents pertaining to this Consent  
8 Agreement shall be stored in a central location at the Facility,  
9 or at a location otherwise agreed to by the parties, to afford  
easy access by DTSC and its representatives.

#### 10 DISPUTE RESOLUTION

11  
12 20. The parties agree to use their best efforts to  
13 resolve all disputes informally. The parties agree that the  
14 procedures contained in this section are the sole administrative  
15 procedures for resolving disputes arising under this Consent  
16 Agreement. If Respondent fails to follow the procedures  
17 contained in this section, it shall have waived its right to  
18 further consideration of the disputed issue. Respondent reserves  
19 its legal rights to contest or defend against any final  
20 decisions rendered by DTSC under this Dispute Resolution  
21 Section.

22 20.1. If Respondent disagrees with any written  
23 decision by DTSC pursuant to this Consent Agreement,  
24 Respondent's Project Coordinator shall orally notify DTSC's  
25 Project Coordinator of the dispute. The Project Coordinators  
26 shall attempt to resolve the dispute informally.

27 20.2. If the Project Coordinators cannot resolve the  
dispute informally, Respondent may pursue the matter formally by  
placing their objection in writing. Respondent's written  
objection must be forwarded to Chief, State Regulatory Programs  
Branch, Hazardous Waste Management Program, Department of Toxic

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.

27 ///

///

///

OTHER APPLICABLE LAWS

1  
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

7  
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.

1 26.1. Any requests for revision of an approved  
2 workplan requirement must be in writing. Such requests must be  
3 timely and provide justification for any proposed workplan  
4 revision. DTSC has no obligation to approve such requests, but  
5 if it does so, such approval will be in writing and signed by  
6 the Chief, State Regulatory Programs Branch, Hazardous Waste  
7 Management Program, Department of Toxic Substances Control, or  
8 his or her designee. Any approved workplan revision shall be  
9 incorporated by reference into this Consent Agreement.

#### 10 TERMINATION AND SATISFACTION

11 27. The provisions of this Consent Agreement shall be  
12 deemed satisfied upon the execution by both parties of an  
13 Acknowledgment of Satisfaction (Acknowledgment). DTSC will  
14 prepare the Acknowledgment for Respondent's signature. The  
15 Acknowledgment will specify that Respondent has demonstrated to  
16 the satisfaction of DTSC that the terms of this Consent  
17 Agreement including payment of DTSC's costs have been  
18 satisfactorily completed. The Acknowledgment will affirm  
19 Respondent's continuing obligation to preserve all records after  
20 the rest of the Consent Agreement is satisfactorily completed.

#### 21 EFFECTIVE DATE

22 28. The effective date of this Consent Agreement  
23 shall be the date on which this Consent Agreement is signed by  
24 all the parties. Except as otherwise specified, "days" means  
25 calendar days.

26 ///

27 ///

28 ///

29 ///

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.