

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	Docket No. P4-03/04-009
)	
Former EECO, Incorporated)	
1441 East Chestnut Avenue)	
Santa Ana, California 92702)	CORRECTIVE ACTION
EPA ID. No. CAD008256349)	CONSENT AGREEMENT
)	
Respondent:)	
Santa Ana Unified School District)	Health and Safety Code section
1601 East Chestnut Avenue)	25187, 25355.5
Santa Ana, California 92701-6322)	
_____)	

Table of Contents

I. INTRODUCTION.....-1-

II. FINDINGS OF FACT-2-

III. PROJECT COORDINATOR.....-6-

IV. GENERAL PROVISIONS-7-

V. INTERIM MEASURES (IM).....-9-

VI. RCRA FACILITY INVESTIGATION (RFI).....-11-

VII. CORRECTIVE MEASURES STUDY (CMS).....-12-

VIII. REMEDY SELECTION.....-13-

IX. CORRECTIVE MEASURES IMPLEMENTATION (CMI)-13-

X. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).....-14-

XI. FINANCIAL ASSURANCE-14-

XII. DTSC APPROVAL.....-15-

XIII. SUBMITTALS-15-

XIV. PROPOSED CONTRACTOR/CONSULTANT.....-16-

XV. ADDITIONAL WORK.....-16-

XVI. QUALITY ASSURANCE-17-

XVII. SAMPLING AND DATA/DOCUMENT AVAILABILITY-17-

XVIII. ACCESS.....-18-

XIX. RECORD PRESERVATION-18-

XX. DISPUTE RESOLUTION-19-

XXI. RESERVATION OF RIGHTS.....-21-

XXII. OTHER CLAIMS-21-

XXIII. OTHER APPLICABLE LAWS-22-

XXIV. REIMBURSEMENT OF DTSC'S COSTS.....-22-

XXV. MODIFICATION.....-23-

XXVI. TERMINATION AND SATISFACTION.....-23-

XXVII. EFFECTIVE DATE-23-

XXVIII. SIGNATORIES.....-24-

Attachments

Attachment 1 - Scope of Work for Interim Measures Implementation.....	25
Attachment 2 - Scope of Work for a Health and Safety Plan	33
Attachment 3 - Scope of Work for a Public Involvement Plan	35
Attachment 4 - Scope of Work for a RCRA Facility Investigation	38
Attachment 5 - Scope of Work for a Corrective Measures Study	59
Attachment 6 - Scope of Work for Corrective Measures Implementation	67
Attachment 7 - Scope of Work for Progress Reports	82

Exhibit

Exhibit 1 - Cost Estimate for Fiscal Year 2003-2004	84
---	----

I. INTRODUCTION

- 1.1 The Department of Toxic Substances Control (DTSC or Department) and the Santa Ana Unified School District (Respondent), collectively referred to herein as the Parties, enter into this Corrective Action Consent Agreement (Consent Agreement) and agree to all of the terms and conditions in their entirety.
- 1.2 Jurisdiction exists pursuant to California Health and Safety Code (Health and Safety Code) sections 25187; and 25355.5 subdivisions (a)(1)(A) and (C).

Health and Safety Code section 25187 authorizes DTSC to issue an order to require corrective action when DTSC determines that there is or has been a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

Health and Safety Code section 25355.5 subdivision (a)(1)(A) authorizes DTSC to issue an order specifying a schedule for compliance or correction pursuant to Section 25187.

Health and Safety Code section 25355.5 subdivision (a)(1)(C) authorizes DTSC to enter into an enforceable agreement with a responsible party for the site which requires the party to take necessary corrective action to remove the threat of the release, or to determine the nature and extent of the release and adequately characterize the site, prepare a site remedial action plan, and complete the necessary removal or remedial actions, as required in the approved remedial action plan.

- 1.3 Respondent shall implement the corrective action required by this Consent Agreement in a manner that complies with the requirements of the Health and Safety Code, division 20, chapter 6.5, corrective action or post-closure requirements of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.) and any associated implementing regulations. It is the intent of the Parties that the terms of this Consent Agreement shall integrate and achieve the substantive requirements of the Health and Safety Code, division 20, chapter 6.5, corrective action or post-closure requirements of RCRA.
- 1.4 The Parties enter into this Consent Agreement to avoid the expense of litigation and to promptly carry out the corrective actions described in this Consent Agreement.
- 1.5 Respondent is the owner of a site on which a former owner, EECO, Inc. (EECO) operated a hazardous waste facility. The site is located at 1441 East Chestnut Avenue, Santa Ana, California (Facility or Site). Respondent purchased the Site in 1989.
- 1.6 EECO engaged in the treatment and storage of hazardous waste pursuant to an Interim Status Document issued on December 30, 1981 by the Department of Health Services (DTSC's predecessor agency).
- 1.7 Following its acquisition of the site, Respondent followed the clean closure process under the Resource Conservation and Recovery Act (RCRA). In 1996, DTSC granted clean closure for the RCRA Solid Waste Management Units (SWMUs) at the site. There are areas at the site where activities were engaged in that were not regulated by RCRA, and the DTSC acceptance of the clean closure report did not cover those areas. However, closure activities that occurred at the site included some of the non-RCRA areas.
- 1.8 DTSC requires the owner of a site which has not received full closure from DTSC to be subject to an enforceable order to assure that all appropriate site characterization and corrective action measures will be completed by the site owner as required by California law. This Corrective Action Consent Agreement is

intended to be the basis for further site investigations and corrective actions that will lead to the final closure of the non-RCRA regulated portions of the Site.

- 1.9 The terms used in this Consent Agreement are as defined in the California Code of Regulations, title 22, section 66260.10, except as otherwise provided.
- 1.10 Respondent agrees to implement all approved Work Plans 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. Respondent waives any right to request a hearing on this Consent Agreement pursuant to Health and Safety Code section 25187.
- 1.11 For the purposes of this Consent Agreement the terms "hazardous waste and "hazardous substance" shall be interchangeable and shall encompass the definitions included in Health and Safety Code sections 25117 and 25316.

II. FINDINGS OF FACT

- 2.1 Liability of Respondent. Respondent is a responsible party or liable person as defined in Health and Safety Code section 25323.5. Respondent is the current owner of the Site and has owned the Site since 1989.
- 2.2 Site History. The Site was primarily used for agricultural purposes prior to EECO's purchase of the land in 1949. EECO developed the Site in 1956 to manufacture electronic components. EECO manufactured electronic components such as electronic switches, video editing equipment, mini-computers, and printed circuit boards. EECO owned the property adjacent to 1441 East Chestnut at 1601 East Chestnut where it built research and engineering offices 1954. EECO managed hazardous waste as part of their operations at the Site. Plastics, metals, and cleaning solvents were used in their operations. EECO applied for and received an Interim Status Document (ISD) for management of hazardous waste in 1981. EECO ceased hazardous waste operations under the ISD in 1988 prior to issuance of a RCRA permit. EECO operations resulted in the release of hazardous substances into the soil and groundwater at the Site. EECO sold the property to the Respondent in 1989. Clean closure activities were undertaken at the EECO site from 1989 to 1996, including soil excavation and confirmation sampling at both RCRA and non-RCRA units.

EECO submitted various versions of a clean closure plan (CP) to DTSC between 1984 and 1989 as part of the regulatory requirements for a facility under an ISD. A final CP was written by DTSC and publicly noticed in 1991. The plan was approved by DTSC in 1992. Respondent conducted RCRA closure activities. Additional corrective action investigation was conducted in 1995 at the Site involving non-regulated Solid Waste Management Units (SWMUs). Soil vapor sampling was conducted and results ranged between 58 $\mu\text{g/l}$ and

87 $\mu\text{g/l}$ for Trichloroethylene (TCE), and between 3 $\mu\text{g/l}$ and 11 $\mu\text{g/l}$ for 1, 1-Dichloroethene (1,1-DCE). TCE in the soil was detected up to 740 $\mu\text{g/kg}$, and 1,1-DCE was detected in the soil up to 360 $\mu\text{g/kg}$. A Hydropunch sample of the groundwater taken in 1995 contained 29 $\mu\text{g/l}$ of TCE and 90 $\mu\text{g/l}$ of 1,1-DCE. As a result, DTSC requested that a Workplan be developed for the installation of three groundwater monitoring wells. This plan was completed in February of 1996 (consisting of Workplans dated January 22 and February 21, 1996, collectively referred to as the Workplan). The origin of the release was identified as the former outside storage area (section 2.2.8).

RCRA closure certification was accepted by DTSC in a letter dated May 6, 1996. DTSC accepted clean closure for the RCRA regulated units based on the results of the Health Risk Assessment (HRA) in 1996. However, DTSC made its acceptance of the closure certification contingent upon implementation of the groundwater monitoring Workplan activities. The Workplan required quarterly monitoring. The monitoring events began in 1997 and continued through September of 1998. DTSC requested that an additional monitoring well be installed to determine the extent of the contaminant plume. The additional well was installed in April 1999. Beginning in July 1998, an intermediate school was constructed on the Site, following DTSC's acceptance of the RCRA closure certification.

A RCRA Facility Assessment (RFA) was completed by DTSC in January 2000. The RFA identified ten 10 SWMUs as formerly being at the site. Six of those SWMUs were RCRA regulated and covered by the clean closure in 1996. DTSC concluded in the RFA that there is not further potential for releases of hazardous substances into the soil, air, or groundwater from any of these six SWMUs. The four non-RCRA regulated areas that will be addressed through this Consent Agreement are as follows:

- 2.2.1 Wastewater treatment system. This consisted of a wet scrubber and an underground three-stage clarifier. The wet scrubber was located outside of the printed circuit board room, east of Building 1441. Operation of the wet scrubber was permitted by the South Coast Air Quality Management District. The clarifier was located beneath the 30 foot by 80 foot storage pad east of Building 1441. Chemical wastes from plating activities were treated, and the clarified liquid was discharged to the sewer, under permit from the Orange County Sanitation District. The clarifier was removed in December of 1988. The RFA concluded that there is no potential for soil, groundwater, or air release of hazardous substances from this unit based on soil sampling that was conducted in 1989 and 1992 as part of the closure activities following the removal of the wastewater treatment system.
- 2.2.2 Former Outside Storage Area. There is no detailed description of this unit. It is mentioned in the Facility Closure Certification Report (Report). Figure 5-1 in the Report shows this area as being immediately north of Building 1441. The RFA concluded that this unit was the origin of the Volatile Organic Compound (VOC) release. Soil gas investigations were conducted in 1994 in this area and the RFA

concluded that there is no potential for further release to soil/groundwater since all hazardous waste management units have been removed.

- 2.2.3 Drainage ditch and Concrete Culvert Area. This was a drainage area east of the main building, next to several other SWMUs. 580 cubic yards of copper impacted soil were removed from the area in 1989. Confirmation sampling showed no remaining contamination in the area.
- 2.2.4 Two 10,000 gallon gasoline underground storage tanks (USTs). No detailed information is available for these USTs, except that they stored gasoline. The USTs were located east of the maintenance building at 1601 East Chestnut (Report, Fig. 5-1). They were removed in 1985. Soil samples collected following removal showed no release of petroleum.
- 2.3 Hazardous Substances Found at the Site. Closure activities conducted in 1995 identified VOCs, including Trichloroethylene (TCE), 1,1,1-Trichloroethane (1,1,1 TCA), 1,1-Dichloroethene (1,1- DCE), Tetrachloroethylene (PCE), that were detected in soil gas and/or groundwater at the Site. In addition, metals including barium, copper, selenium and tin were detected in Site soils. Pursuant to the CP, soil samples taken in the vicinity of the drum storage areas and underground storage tanks indicated the presence of copper contaminated soil. Sampling at the other regulated units did not show contamination. A health-based risk assessment prepared for the Site identified the cleanup level for copper in soil as 2,252 mg/kg. Soil containing copper above the cleanup level was excavated from the Site between 1993 and 1996. DTSC accepted the HRA for soil.
- 2.4 The Site is located near industrial and manufacturing businesses. Residences are located approximately 1/4 mile from the Site. The uppermost aquifer lies 75 to 100 feet below ground surface. A deeper aquifer occurs 100 to 300 feet below ground surface. Both aquifers lie in a beneficial use basin and are or may be pumped as drinking water sources. There are no surface water bodies near the Site.
- 2.5 Releases from the Site may have migrated toward the southeast, based on groundwater monitoring results. However, migration would be slow due to the shallow groundwater gradient. The present and future potential, and actual receptors are the Santa Ana Unified School District middle school at the Site, and the area southeast of the Site. However, the shallow groundwater is not used as a drinking water supply.
- 2.6 Hazardous wastes or hazardous waste constituents have migrated or may migrate from the Site into the environment through the following pathways: Soil, Soil Gas, and/or Groundwater. According to the RFA, based on the remedial measures that were conducted during RCRA closure activities there is no potential for a future release to soil or groundwater.

- 2.7 Extensive testing and removal actions were conducted as part of the clean closure process for the RCRA regulated SWMUs and testing and removal actions occurred at non-RCRA units as well. Additional groundwater sampling was also conducted following the clean closure. However, because the testing concentrated on the areas at which the RCRA regulated activities were conducted, additional testing and site characterization is needed to establish the current site condition for the non-RCRA regulated areas. Some testing in those areas occurred during the closure process and additional testing was recently undertaken by Respondent.
- 2.8 During August 2003, Respondent collected additional groundwater samples from the previously installed groundwater monitoring wells to evaluate if VOC contamination in the groundwater at the site is increasing, decreasing, or remaining stable. Those tests showed significant reductions in concentrations of 1,1,2 trichloroethane, 1,2 dichloroethane, and trichloroethene. Concentrations of 1,1 dichloroethene remain at levels consistent with measurements made in 1997 and 1998.
- 2.9 During August 2003, Respondent collected air samples in buildings at the Raymond A. Villa Intermediate School near the former outside storage area. The indoor air samples indicate that VOCs detected in low concentrations in subsurface soils are not accumulating inside the buildings on the site.
- 2.10 During August 2003, Respondent collected additional soil gas samples in the vicinity of the former outside storage areas. Soil gas concentrations were lower than what was reported in 1994 by Applied Geosciences in the outside storage area. Soil gas concentrations for TCE ranged from nondetect at a detection limit of 0.1 $\mu\text{g/L}$ to 19 $\mu\text{g/L}$ and 1,1-DCE concentrations ranged from nondetect at a detection limit of 0.1 $\mu\text{g/L}$ to 3.6 $\mu\text{g/L}$ during the recent soil gas investigation. Historically TCE was reported at 58 $\mu\text{g/L}$ to 87 $\mu\text{g/L}$ and 1,1-DCE was reported between 3 $\mu\text{g/L}$ and 11 $\mu\text{g/L}$.
- 2.11 Although a great deal of data was collected and submitted to DTSC during the clean closure process prior to and during 1996, and additional data has been submitted recently, data gaps still exist that need to be filled with a RCRA Facility Investigation and a current conditions report. Respondent, through this Agreement, is willing to provide the required information.
- 2.12 The hazardous waste and hazardous waste constituents of concern at the Site historically were VOCs and metals (Section 2.3).
- 2.13 Determination. Based on the foregoing findings of fact DTSC hereby determines that there has been a release and/or there is a threatened release of hazardous substances listed in section 2.3 into the environment from the Site, as defined in Health and Safety Code section 25320. DTSC also determines that the current data is not sufficient for it to find that there is no threat to the public health or welfare

or the environment and that further investigation at the Site is needed to determine the nature and extent of contamination in the soil and groundwater resulting from activities not covered by the clean closure in 1996. Furthermore, DTSC determines that additional soil vapor sampling is needed to evaluate the nature and extent of soil vapor releases and to supplement the soil vapor sampling previously performed.

III. PROJECT COORDINATOR

- 3.1 Within 14 days of the effective date of this Consent Agreement, DTSC and Respondent shall each designate Project Coordinators and shall notify each other in writing of the Project Coordinators selected. DTSC shall designate a Project Coordinator from the Geology, Permitting, and Corrective Action Branch (GPCAB). Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence. All communications between Respondent and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators. Each party may change its Project Coordinator with at least 7 days prior written notice.

IV. GENERAL PROVISIONS

- 4.1 The Respondent agrees to comply with the requirements of GPCAB.

GPCAB will provide oversight to evaluate environmental health risks at the Site. The purpose of the oversight is to determine, among other things, whether current or past hazardous material management practices at the Site have resulted in a release or threatened release of hazardous materials. The proponent shall conduct the activities required by GPCAB in accordance with the Scope of Work attachments.

GPCAB will also be involved in the evaluation of groundwater contamination at the Site. Under GPCAB's oversight, the Respondent will conduct sampling and groundwater monitoring to determine the effects and mobility of contaminants in groundwater. GPCAB may direct the Respondent to implement corrective action for groundwater contamination at the Site if necessary as determined by DTSC. The Respondent shall conduct activities required by GPCAB in accordance with the Scope of Work attachments.

- 4.2 Respondent agrees to perform the work undertaken pursuant to this Consent Agreement in a manner consistent with: any DTSC-approved Workplans, including Workplans to conduct additional soil, soil vapor or groundwater investigation; California Health and Safety Code and any other applicable state, federal or local laws and their implementing regulations; and applicable DTSC and USEPA

guidance documents. Applicable guidance documents include, but are not limited to, the "RCRA Groundwater Monitoring Technical Enforcement Guidance Document" (OSWER Directive 9950.1, September 1986), and "Test Methods For Evaluating Solid Waste" (SW-846).

- 4.3 It is also the purpose of this Consent Agreement to fulfill and be consistent with the substantive requirements of the California Health and Safety Code, division 20, chapter 6.5, other applicable state, federal or local laws and their implementing regulations, and applicable DTSC and US EPA guidance documents and standards. This includes, but is not limited to, implementation of any appropriate removal actions, completion of a RCRA Facility Investigation (RFI), preparation of a Corrective Measures Study (CMS), Remedy Selection, Corrective Measures Implementation (CMI), and preparation of California Environmental Quality Act (CEQA) documents. An overall Site investigation and remediation strategy shall be developed by Respondent in conjunction with DTSC which reflects program goals, objectives, and requirements. Current knowledge of the Site contamination sources, exposure pathways, and receptors shall be used in developing this strategy.
- 4.4 Stop Work Order. In the event DTSC determines that any activity (whether or not pursued in compliance with this Consent Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or the environment, DTSC may order Respondent to stop further implementation of this Consent Agreement for such period of time needed to abate the endangerment. In the event that DTSC determines that any Site activities (whether or not pursued in compliance with this Consent Agreement) are proceeding without DTSC authorization, or that Respondent is not capable of undertaking any of the work required, DTSC may order Respondent to stop further implementation of this Consent Agreement for such period of time needed to obtain DTSC authorization, if such authorization is appropriate. Any deadline in this Consent Agreement directly affected by a Stop Work Order, under this section, shall be extended for the term of the Stop Work Order.
- 4.5 Emergency Response Action/Notification. In the event of any action or occurrence (such as a fire, earthquake, explosion, or human exposure to hazardous substances caused by the release or threatened release of a hazardous substance) during the course of this Consent Agreement, Respondent shall immediately take all appropriate action to prevent, abate, or minimize such emergency, release, or immediate threat of release and shall immediately notify the Project Coordinator. Respondent shall take such action in consultation with the Project Coordinator and in accordance with all applicable provisions of this Consent Agreement. Within 7 days of the onset of such an event, Respondent shall furnish a report to DTSC, signed by Respondent's Project Coordinator, setting forth the events that occurred and the measures taken in the response thereto. In the event that Respondent fails to take appropriate response and DTSC takes the action instead, Respondent shall

be liable to DTSC for all costs of the response action. Nothing in this section shall be deemed to limit any other notification requirement to which Respondent may be subject.

- 4.6 Extension Requests and Approvals. If Respondent is unable to perform any activity or submit any document within the time required under this Consent Agreement, Respondent may, prior to expiration of the time, request an extension of the time in writing. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due. If DTSC determines that good cause exists for an extension, it will grant the request and specify a new schedule in writing. Respondent shall comply with the new schedule incorporated in this Consent Agreement.
- 4.7 Liability for Costs . Respondent is liable for all of DTSC's costs that have been incurred in taking response actions at the Site (including costs of overseeing response actions performed by Respondent) and costs to be incurred in the future.
- 4.8 Severability. If any portion of this Consent Agreement is ultimately determined not to be enforceable, that portion will be severed from the Consent Agreement and the severability shall not affect the enforceability of the remaining terms of the Consent Agreement.
- 4.9 Parties Bound. This Consent Agreement applies to and is binding, jointly and severally, upon each signatory and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Consent Agreement. No change in the ownership or corporate or business status of any signatory, or of the Site shall alter any signatory's responsibilities under this Consent Agreement.
- 4.10 Public Participation. Respondent shall work cooperatively with DTSC to continue to ensure that the affected and interested public and community are involved in the DTSC decision-making process. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25356.1 and 25358.7 and the most current DTSC Public Participation Policies and Guidance Manuals, and shall be subject to DTSC review and approval.

The Respondent shall develop a Public Participation Plan (PPP), with DTSC's review and approval, in accordance with the Scope of Work for a Public Participation Plan (Attachment 3), which describes how, under this Consent Agreement, the public and adjoining community will be kept informed of activities conducted at the Site and how the Respondent will respond to inquiries from concerned citizens.

Respondent shall implement any of the public participation support activities

identified in the PPP, at the request of DTSC. DTSC retains the right to implement any of these activities independently. These activities include, but are not limited to, development and distribution of fact sheets, upon DTSC's review and approval, using the approved community mailing list; planning and holding public meetings as required by DTSC; briefings; and development and placement of public notices as required by DTSC.

V. INTERIM MEASURES (IM)

- 5.1 Respondent shall evaluate available data and assess the need for interim measures in addition to those specifically required by this Consent Agreement. Interim measures shall be 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 action alternatives are being evaluated.
- 5.2 Respondent shall submit within 60 days of the effective date of this Consent Agreement a Current Conditions Report to DTSC in accordance with the Scope of Work for the RCRA Facility Investigation contained in Attachment 4. The Current Conditions Report shall contain an assessment of current Site conditions and evaluate the need for interim measures. The assessment must include both previously implemented interim measures and other interim measures that could be implemented at the Site. The assessment must also identify any additional data needed for making decisions on interim measures. DTSC will review the Respondent's assessment and determine which interim measures, if any, Respondent will implement at the Site. If deemed appropriate by DTSC, such determination may be deferred until additional data are collected.
- 5.3 If at any time Respondent identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or discovers new solid waste management units not previously identified, Respondent shall notify the DTSC Project Coordinator orally within 48 hours of discovery and notify DTSC in writing within 10 days of discovery summarizing the findings, including the immediacy and magnitude of the potential threat to human health and/or the environment. Within 30 days of receiving DTSC's written request, Respondent shall submit to DTSC an IM Workplan for approval. 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, appended as Attachment 1. If DTSC determines that immediate action is required, DTSC Project Coordinator may orally authorize the Respondent to act prior to DTSC's receipt of the IM Work Plan.
- 5.4 If DTSC identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste

constituents, or discovers new solid waste management units not previously identified, DTSC will notify Respondent in writing. Within 30 days of receiving DTSC's written notification, Respondent shall submit to DTSC for approval an IM Workplan that identifies IM 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 appended as Attachment 1. If DTSC determines that immediate action is required, DTSC Project Coordinator may orally authorize Respondent to act prior to receipt of the IM Workplan.

- 5.5 All IM Workplans shall ensure that the IM are designed to mitigate current or potential threats to human health and/or the environment, and should, to the extent practicable, be consistent with the objectives of, and contribute to the performance of, any remedy which may be required at the Site.
- 5.6 Concurrent with the submission of an IM Work Plan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety Plan, Attachment 2.
- 5.7 Concurrent with the submission of an IM Workplan, Respondent shall submit for DTSC approval a Community Profile in accordance with Attachment 3. DTSC may require Respondent to prepare a PPP if, based on the information provided in the Community Profile, DTSC determines that there is a high level of community concern about the Site.

VI. RCRA FACILITY INVESTIGATION (RFI)

- 6.1 Within 60 days of the effective date of this Consent Agreement, Respondent shall submit to DTSC a Workplan for a RFI (RFI Workplan). The Current Conditions Report and RFI Workplan are subject to approval by DTSC and shall be developed in a manner consistent with the Scope of Work for a RCRA Facility Investigation contained in Attachment 4. DTSC will review the Workplan and notify Respondent in writing of DTSC's approval or disapproval.
- 6.2 The RFI Workplan shall detail the methodology to: (1) identify and characterize all sources of contamination; (2) define the nature, degree and extent of contamination; (3) define the rate of movement and direction of contamination flow; (4) characterize the potential pathways of contaminant migration; (5) identify actual or potential human and/or ecological receptors; and (6) support development of alternatives from which a corrective measure will be selected by DTSC. A specific schedule for implementation of all activities shall be included in the RFI Workplan.

- 6.3 Respondent shall submit a RFI Report to DTSC for approval in accordance with DTSC-approved RFI Workplan schedule. The RFI Report shall be developed in a manner consistent with the Scope of Work for a RFI contained in Attachment 4. If there is a phased investigation, separate RFI Reports and a report that summarizes the findings from all phases of the RFI must be submitted to DTSC. DTSC will review the RFI Report(s) and notify Respondent in writing of DTSC's approval or disapproval.
- 6.4 Concurrent with the submission of a RFI Workplan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with Attachment 2. If Workplans for both IM and RFI are required by this Consent Agreement, Respondent may submit a single Health and Safety Plan that addresses the combined IM and RFI activities.
- 6.5 Respondent shall submit a RFI Summary Fact Sheet to DTSC that summarizes the findings from all phases of the RFI. The RFI Summary Fact Sheet shall be submitted to DTSC in accordance with the schedule contained in the approved RFI Workplan. DTSC will review the RFI Summary Fact Sheet and notify Respondent in writing of DTSC's approval or disapproval, including any comments and/or modifications. When DTSC approves the RFI Summary Fact Sheet, Respondent shall mail the approved RFI Summary Fact Sheet to all individuals on the Facility mailing list established pursuant to California Code of Regulations, title 22, section 66271.9(c)(1)(D), within 15 calendar days of receipt of written approval.
- 6.6 Concurrent with the submission of a RFI Workplan, Respondent shall submit for DTSC approval a Community Profile in accordance with Attachment 3. Based on the information provided in the Community Profile and any Supplement to the Community Profile, if DTSC determines that there is a high level of community concern about the Facility, DTSC may require Respondent to prepare a PPP.
- 6.7 The Respondent shall prepare a Health Risk Assessment in accordance with Attachment 4, Scope of Work for a RFI Report, to evaluate the contaminants of concern for the determination of the remedial objective, and to identify potential ecological and/or human risks based on information gathered from the RFI.

VII. CORRECTIVE MEASURES STUDY (CMS)

- 7.1 Respondent shall prepare a CMS if contaminant concentrations exceed current health-based action levels and/or if DTSC determines that the contaminant releases pose a potential threat to human health and/or the environment.
- 7.2 Within 45 days of DTSC's approval of the RFI Report (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 Measures Study contained in Attachment 5.

- 7.3 The CMS Workplan shall detail the methodology for developing and evaluating potential corrective measures to remedy any contamination at the Site. The CMS Workplan shall identify the potential corrective measures, including any innovative technologies, that may be used for the containment, treatment, remediation, and/or disposal of contamination.
- 7.4 Respondent shall prepare treatability studies for all potential corrective measures that involve treatment except where Respondent can demonstrate to DTSC's satisfaction that they are not needed. The CMS Workplan shall include, at a minimum, a summary of the proposed treatability study including a conceptual design, a schedule for submitting a treatability study Workplan, or Respondent's justification for not proposing a treatability study.

VIII. REMEDY SELECTION

- 8.1 Respondent shall submit a CMS Report to DTSC for approval in accordance with DTSC-approved CMS Workplan schedule. The CMS Report shall be developed in a manner consistent with the Scope of Work for a Corrective Measures Study contained in Attachment 5. DTSC will review the CMS Report and notify Respondent in writing of DTSC's approval or disapproval.
- 8.2 DTSC will provide the public with an opportunity to review and comment on the final draft of the CMS Report, DTSC's proposed corrective measures for the Site, and DTSC's justification for selection of such corrective measures. Depending on the level of community concern, DTSC may conduct a public hearing to obtain comments.
- 8.3 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.
- 8.4 DTSC will notify Respondent of the final corrective measures selected by DTSC in the Final Decision and Response to Comments. The notification will include DTSC's reasons for selecting the corrective measures.

IX. CORRECTIVE MEASURES IMPLEMENTATION (CMI)

- 9.1 Within 60 days of Respondent's receipt of notification of DTSC's selection of the corrective measures, Respondent shall submit to DTSC a CMI Workplan. The CMI Workplan is subject to approval by DTSC and shall be developed in a manner consistent with the Scope of Work for Corrective Measures Implementation contained in Attachment 6.

- 9.2 Concurrent with the submission of a CMI Workplan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with Attachment 2.
- 9.3 Concurrent with the submission of a CMI Workplan, Respondent shall submit for DTSC approval a Community Profile in accordance with Attachment 3. Based on the information provided in the Community Profile and any Supplement to the Community Profile, if DTSC determines that there is a high level of community concern about the Site, DTSC may require Respondent to prepare a PPP.
- 9.4 The CMI program shall be designed to facilitate the design, construction, operation, maintenance, and monitoring of corrective measures at the Site. In accordance with the schedule contained in the approved CMI Workplan, Respondent shall submit to DTSC the documents listed below as required and applicable. These documents shall be developed in a manner consistent with the Scope of Work for CMI contained in Attachment 6. The scope and substance of the CMI should be focused to fit the complexity of the site-specific situation and shall include:
- (a) Operation and Maintenance Plan
 - (b) Draft Plans and Specifications
 - (c) Final Plans and Specifications
 - (d) Construction Work Plan
 - (e) Construction Completion Report
 - (f) Corrective Measures Completion Report
- 9.5 DTSC will review all required CMI documents and notify Respondent in writing of DTSC's approval or disapproval.

X. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

- 10.1 DTSC and Respondent must comply with CEQA insofar as activities required by this Consent Agreement are projects subject to CEQA. Respondent shall provide all necessary information to DTSC to facilitate any necessary CEQA analysis and documentation. 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. The costs incurred by DTSC in complying with CEQA are response costs and Respondent shall reimburse DTSC for such costs pursuant to Section XXIV.

XI. FINANCIAL ASSURANCE

- 11.1 Respondent shall demonstrate and/or establish a financial assurance mechanism(s) for all aspects of CMI. The financial assurance mechanism(s) shall meet the requirements of Health and Safety Code section 25355.2 or 25245. The financial assurance mechanism may include any mechanism described in the California Code of Regulations, title 22, sections 66264.143 or 66265.143 as applicable. The mechanism shall be established to allow DTSC access to the funds to undertake CMI tasks if Respondent is unable or unwilling to undertake the required actions. All financial assurance mechanism(s) are subject to the review and approval of DTSC.

XII. DTSC APPROVAL

- 12.1 Respondent shall revise any Work Plan, report, specification, or schedule in accordance with DTSC's written comments. Respondent shall submit to DTSC any revised documents by the due date specified by DTSC. Revised submittals are subject to DTSC's approval or disapproval.
- 12.2 Upon receipt of DTSC's written approval, Respondent shall commence work and implement any approved Work Plan in accordance with the schedule and provisions contained therein.
- 12.3 Any DTSC approved Work Plan, report, specification, or schedule required under this Consent Agreement shall be deemed incorporated into this Consent Agreement.
- 12.4 Verbal advice, suggestions, or comments given by DTSC representatives will not constitute an official approval or decision.

XIII. SUBMITTALS

- 13.1 Beginning with the first full month following the effective date of this Consent Agreement, Respondent shall provide DTSC with quarterly progress reports of corrective action activities conducted pursuant to this Consent Agreement. Progress reports are due on the first Wednesday of the fourth month after effective date, and every quarter thereafter. The progress reports shall conform to the Scope of Work for Progress Reports contained in Attachment 7. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.
- 13.2 Any report or other document submitted by Respondent pursuant to this Consent Agreement shall be signed and certified by the project coordinator, a responsible corporate officer, or a duly authorized representative.
- 13.3 The certification required by section 13.2 shall be in the following form:

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

Signature: _____

Name: _____

Title: _____

Date: _____

- 13.4 Respondent shall provide two copies of all documents, including but not limited to, Work Plans, reports, and correspondence of 15 pages or longer. Submittals specifically exempted from this copy requirement are all progress reports and correspondence of less than 15 pages, of which one copy is required.
- 13.5 Unless otherwise specified, all reports, correspondence, approvals, disapprovals, notices, or other submissions relating to this Consent Agreement shall be in writing and shall be sent to the current Project Coordinators.

XIV. PROPOSED CONTRACTOR/CONSULTANT

- 14.1 All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous waste site cleanup. Respondent's contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Consent Agreement, Respondent shall notify the DTSC Project Coordinator(s) in writing of the name, title, and qualifications of the professional engineer or registered geologist and of any contractors or consultants and their personnel to be used in carrying out the terms of this Consent Agreement. DTSC may disapprove of Respondent's contractor and/or consultant.

XV. ADDITIONAL WORK

- 15.1 If it becomes necessary to perform a subsequent phase of work, DTSC and Respondent will negotiate another consent agreement to address the additional work. If another consent agreement is not reached within 60 days, DTSC reserves its right to issue an order or take any other action provided for by law. DTSC's

costs incurred in negotiating the subsequent consent agreement are considered costs incurred pursuant to this Consent Agreement and are payable under this Consent Agreement.

- 15.2 DTSC may determine or Respondent may propose that certain tasks, including investigatory work, engineering evaluation, or procedure/methodology modifications are necessary in addition to, or in lieu of, the tasks and deliverables included in any part of DTSC approved Work Plans. DTSC shall request in writing that Respondent perform the additional work and shall specify the basis and reasons for DTSC's determination that the additional work is necessary. Within 14 days after the receipt of such determination, Respondent may confer with DTSC to discuss the additional work DTSC has requested. If required by DTSC, Respondent shall submit a Work Plan to DTSC for the additional work. Such Work Plan shall be submitted to DTSC within 30 days of receipt of DTSC's determination or according to an alternate schedule established by DTSC. Upon approval of a Work Plan, Respondent shall implement it in accordance with the 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.

XVI. QUALITY ASSURANCE

- 16.1 All sampling and analyses performed by Respondent under this Consent Agreement shall follow applicable DTSC and USEPA guidance for sampling and analysis. Work Plans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved Work Plans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report.
- 16.2 The names, addresses, and telephone numbers of the California State certified analytical laboratories Respondent proposes to use must be specified in the applicable Work Plans.

XVII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

- 17.1 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.
- 17.2 Respondent shall notify DTSC in writing at least 7 days prior to beginning each separate phase of field work approved under any Work Plan 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(s) or, if the Project Coordinator(s) is unavailable, his/her Branch Chief, to commence such activities immediately.

- 17.3 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 the request of Respondent, DTSC shall allow Respondent or its authorized representative to take split or duplicate samples of all samples collected by DTSC under this Consent Agreement.

XVIII. ACCESS

- 18.1 Subject to the Site's security and safety procedures, Respondent agrees to provide DTSC and its representatives access at all reasonable times to the Site and any other property to which access is required for implementation of this Consent Agreement and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of Respondent or its contractors or consultants.

XIX. RECORD PRESERVATION

- 19.1 Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of 6 years after its termination, all data, records, and documents that relate in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at the Site. Respondent shall notify DTSC in writing 90 days prior to the destruction of any such records, and shall provide DTSC with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Consent Agreement and shall be addressed to both of the following:

Karen Baker, C.E.G., C.H.G., Branch Chief
Geology, Permitting, and Corrective Action Branch
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

- 19.2 If Respondent retains or employs any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, Respondent will require any such agents, consultants, or contractors to provide Respondent a copy of all documents produced pursuant to this Consent Agreement.
- 19.3 All documents pertaining to this Consent Agreement shall be stored in a central location at the Site or at a location agreed to by the Parties to afford ease of access

by DTSC and its representatives.

XX. DISPUTE RESOLUTION

- 20.1 The Parties agree to use their best efforts to resolve all disputes informally. The Parties agree that the procedures contained in this section are the sole administrative procedures for resolving disputes arising under this Consent Agreement. If Respondent fails to follow the procedures contained in this section, it shall have waived its right to further consideration of the disputed issue.
- 20.2 If Respondent disagrees with any written decision by DTSC pursuant to this Consent Agreement, Respondent shall orally notify DTSC's Project Coordinator(s) of the dispute. Respondent shall attempt to resolve the dispute informally with the assigned DTSC Project Coordinator(s) and Unit Chief(s).
- 20.3 If the Respondent and the assigned DTSC Project Coordinator(s) and Unit Chief(s) cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objection in writing. Respondent's written objection shall address the issue in dispute, the legal or other basis for Respondent's position, and the remedy sought. The written objection shall be forwarded to the appropriate DTSC Branch Chief (Karen Baker, Branch Chief, Geology, Permitting, and Corrective Action Branch, Department of Toxic Substances Control), with a copy to the DTSC Project Coordinator(s). The written objection shall be mailed to the Branch Chief within 14 days of the termination of the effort to resolve the dispute informally.
- 20.4 DTSC and Respondent shall have 14 days from DTSC's receipt of Respondent's written objection to resolve the dispute through formal discussions. This period may be extended by DTSC for good cause. During such period, Respondent may meet or confer with DTSC to discuss the dispute.
- 20.5 After the formal discussion period, DTSC will provide the Respondent with its written decision with an explanation for the decision within 21 days. DTSC's written decision will reflect any agreements reached during the formal discussion period and be signed by the appropriate Branch Chief, Department of Toxic Substances Control, or their designees.
- 20.6 If Respondent disagrees with the Branch Chief's decision, Respondent may appeal to the appropriate DTSC Division Chief. Respondent shall submit a letter stating the reasons why the Branch Chief's decision is not acceptable. Respondent shall attach to the letter, (1) Respondent's original statement of dispute, (2) supporting documents, (3) copies of any responses prepared by the DTSC Project Coordinator, Unit Chief, or Branch Chief. The letter and attachments shall be sent to the appropriate DTSC Division within 10 days from the date of Respondent's receipt of the Branch Chief's written response. The Division Chief or his designee

shall review Respondent's letter and supporting documents and render a written decision to Respondent within 21 days of receipt of Respondent's letter. The decision of the Division Chief, or designee, shall constitute DTSC's final administrative decision on the issues in dispute.

- 20.7 During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work to be performed under this Consent Agreement that are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute. The existence of a dispute shall not excuse, toll, or suspend any other compliance obligation or deadline required pursuant to this Consent Agreement.
- 20.8 If Respondent disputes a DTSC billing or any part thereof, Respondent shall notify DTSC's assigned Project Coordinator and attempt to informally resolve the dispute with DTSC's Project Coordinator and Branch Chief. If Respondent desires to formally request dispute resolution with regard to the billing, Respondent shall file a request for dispute resolution in writing within 45 days from the date of the billing invoice. The written request shall describe all issues in dispute and shall set forth the reasons for the dispute. If the dispute pertains only to a portion of the costs included in the invoice, Respondent shall pay all costs, which are undisputed in accordance with section XXIV. The filing of a notice of dispute pursuant to this section shall not stay the accrual of interest on any unpaid costs pending resolution of the dispute. The written request shall be sent to:

Special Assistant for Cost Recovery and Reimbursement Policy
Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95812-0806

A copy of the written request for dispute resolution shall also be sent to the person designated by DTSC to receive submittals under this Consent Agreement. A decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee. The existence of a dispute over a billing statement shall not excuse, toll, or suspend any other compliance obligation or deadline required pursuant to this Consent Agreement.

XXI. RESERVATION OF RIGHTS

- 21.1 DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Agreement. This Consent Agreement shall not be construed as a covenant not to sue, release, waiver, or limitation on any rights, remedies, powers, or authorities, civil or criminal, that DTSC has under any statutory, regulatory, or common law authority.

- 21.2 DTSC reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and to request that Respondent perform additional tasks.
- 21.3 DTSC reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and/or remedial actions it deems necessary to protect human health and/or the environment. DTSC may exercise its authority under any applicable state or federal law or regulation to undertake response actions at any time. DTSC reserves its right to seek reimbursement from Respondent for costs incurred by the State of California with respect to such actions. DTSC will notify Respondent in writing as soon as practicable regarding the decision to perform any work described in this section.
- 21.4 This Consent Agreement is not intended to be nor shall it be construed to be a permit. The parties acknowledge and agree that DTSC's approval of any Work Plan, plan, and/or specification does not constitute a warranty or representation that the Work Plans, plans, and/or specifications will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Consent Agreement shall not relieve Respondent of its obligations to comply with the Health and Safety Code or any other applicable federal, state, or local law or regulation.

XXII. OTHER CLAIMS

- 22.1 Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership corporation, or other entity for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Site.

XXIII. OTHER APPLICABLE LAWS

- 23.1 All actions required to be taken pursuant to this Consent Agreement shall be undertaken in accordance with the requirements of all federal, state, and local laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

XXIV. REIMBURSEMENT OF DTSC'S COSTS

- 24.1 Respondent shall pay DTSC's costs incurred in the implementation of this Consent Agreement. Such costs shall include DTSC's costs incurred in the preparation and implementation of this Consent Agreement prior to the date it is signed.
- 24.2 An estimate of GPCAB's costs for fiscal year 2002-2003 is attached as Exhibit 1 showing the amount of \$21,139. This estimate is provided because GPCAB requires a partial advance payment of estimated costs in accordance with section 24.3. It is understood by the Parties that the amount shown here and on Exhibit 1 is only an estimate of GPCAB costs and may differ from the actual costs incurred by GPCAB in implementing this Consent Agreement.
- 24.3 Respondent shall make an advance payment to DTSC in the amount of 25 percent of the estimated costs for fiscal year 2002-2003 as set forth in Exhibit 1 and section 24.2 within 30 days of the effective date of this Consent Agreement, without further written or verbal request from DTSC. This payment shall be made in accordance with sections 24.7 and 24.8 of this Consent Agreement. If the advance payment exceeds the actual costs incurred by GPCAB, DTSC will refund the balance within 120 days after the execution of the Acknowledgment of Satisfaction pursuant to Section XXVI of this Consent Agreement.
- 24.4 DTSC will provide Respondent with a billing statement at least quarterly, which will include the name of the employee, identification of the activity, the amount of time spent on each activity, and the hourly rate charged. If the respondent does not pay an invoice within 60 days, the amount is subject to interest as provided by Health and Safety Code section 25360.1.
- 24.5 DTSC will retain all cost records associated with the work performed under this Consent Agreement as required by state law. DTSC will make all documents which support DTSC's cost determination available for inspection upon request, as provided by the Public Records Act.
- 24.6 Any dispute concerning a billing statement pursuant to this Consent Agreement is subject to Dispute Resolution section 20.8 of this Consent Agreement. DTSC reserves its right to recover unpaid costs under applicable state and federal laws.
- 24.7 All payments shall be made within 30 days of the date of the billing statement by check payable to the Department of Toxic Substances Control and shall be sent to:

Department of Toxic Substances Control
Accounting Unit
P. O. Box 806
Sacramento, California 95812-0806

- 24.8 All checks shall reference the name of the Site, the Respondent's name and address, the docket number of this Consent Agreement, and the appropriate project

code. Copies of all checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Coordinators.

XXV. MODIFICATION

- 25.1 This Consent Agreement may be modified by mutual agreement of the Parties. Any agreed upon modifications shall be in writing, shall be signed by both Parties, shall have as their effective date the date on which they are signed by DTSC, and shall be deemed incorporated into this Consent Agreement.
- 25.2 Any requests for revision of an approved Work Plan requirement must be in writing. Such requests must be timely and provide justification for any proposed Work Plan revision. DTSC has no obligation to approve such requests, but if it does so, such approval will be in writing and signed by the Chief, Geology and Corrective Action Branch, Department of Toxic Substances Control, or his/her designee. Any approved Work Plan modification shall be incorporated by reference into this Consent Agreement.

XXVI. TERMINATION AND SATISFACTION

- 26.1 The provisions of this Consent Agreement shall be deemed satisfied upon the acceptance by GPCAB of a Corrective Measures Completion Report and the completion of a Class III Permit Modification terminating Corrective Action.

XXVII. EFFECTIVE DATE

- 27.1 The effective date of this Consent Agreement shall be the date on which this Consent Agreement is signed by all the Parties. Except as otherwise specified, "days" means calendar days.

XXVIII. SIGNATORIES

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

DATE: January 7, 2004

BY: Original signed by Margaret Brown
Name/Respondent

DATE: January 23, 2004

BY: Original signed by Karen Baker
Karen Baker, Chief
Geology and Corrective Action Branch
Department of Toxic Substances Control

Disclaimer for Web Postings of Corrective Action Orders' Attachments

This corrective action order posted on the DTSC 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 on the document.