



February 1996. Therefore, the Facilities' authorizations to operate as hazardous waste facilities ended August 1994. Martin Metals Finishing, Inc. and Chemical Technology Labs, Inc. were the owners and/or operators of the Facilities under ISD from 1981 to 2003. DTSC issued an Enforcement Order for Corrective Action, dated July 16, 2002, to Martin Metal Finishing, Inc., Chemical Technology Labs, Inc., Martin Enterprises, and Pete Martin [Attachment G].

1.5. 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.

1.6. Respondent agrees to implement all 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. DTSC agrees to review, comment on, and respond to any workplan or report submitted by Respondent in a timely manner. Unless otherwise expressly provided herein, with thirty (30) calendar days of receipt of a workplan or report, DTSC will perform a preliminary evaluation and provide the respondent with a written estimate of the review time necessary for approval, approval with conditions or modification, or disapproval. If DTSC determines it cannot finalize the review, comment or response within the estimated time frame, DTSC shall, prior to expiration of the estimated time frame notify respondent in writing of a new time estimate. Any time frame for DTSC's response, including DTSC's review, comment or decision shall be extended as necessary to comply with the requirements of the California Environmental Quality Act (CEQA) and/or public participation requirements. DTSC agrees to notify respondent in writing as soon as possible if a determination is made that compliance with CEQA will extend the review time. DTSC's time estimates are not subject to dispute resolution provisions of this consent agreement. However, Respondent may meet and confer with the Performance Manager or the Unit Supervisor regarding any concerns over DTSC's time estimates.

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

### FINDINGS OF FACT

2.1. On April 9, 1991, an "Environmental Priorities Initiative Preliminary Assessment" (PA) was completed by IFC Technology, Inc., for the U.S. Environmental Protection Agency (U.S. EPA). The PA identified six (6) solid waste management units (SWMUs) and three (3) areas of concern (AOCs) that either have released or may release hazardous waste or hazardous waste constituents into the environment. On November 29, 2004, Booz/Allen/Hamilton completed a RCRA Facility Assessment (RFA) for the U. S. EPA. The RFA identifies seventeen (17) solid waste management units (SWMUs) and three (3) areas of concern (AOCs). The soil stockpile referenced in the PA had been removed prior to the preparation of the RFA. SWMU numbers 6 in the PA and RFA have been re-designated 6A and 6B to avoid confusion.

The SWMUs and AOCs from the PA are specified in Tables 1 and 2. The SWMUs and AOCs from the RFA are specified in Tables 3 and 4:

**TABLE 1**

PA SOLID WASTE MANAGEMENT UNITS  
MARTIN METAL FINISHING, INC./CHEMICAL TECHNOLOGY LABS, INC.  
LYNWOOD, CALIFORNIA

<u>Unit Number</u>	<u>Description</u>
SWMU-1:	10,000-gallon MEK UST;
SWMU-2:	10,000-gallon gasoline UST;
SWMU-3:	6000-gallon thinner UST;
SWMU-4:	1200-gallon thinner UST
SWMU-5:	550-gallon UST (unknown contents)
SWMU-6A:	PCE-contaminated northeastern portion of site (unknown origin)

**TABLE 2**

PA AREAS OF CONCERN  
MARTIN METAL FINISHING, INC. /CHEMICAL TECHNOLOGY LABS, INC.  
LYNWOOD, CALIFORNIA

<u>Unit Number</u>	<u>Description</u>
AOC-1:	Southern California Edison (SCE) transformer.
AOC-2	Asbury Environmental Services dirt covered parking area (east end of Facility)
AOC-3:	Former Soil Stockpile

**TABLE 3**

RFA SOLID WASTE MANAGEMENT UNITS  
MARTIN METAL FINISHING, INC./CHEMICAL TECHNOLOGY LABS, INC.  
LYNWOOD, CALIFORNIA

<u>Unit Number</u>	<u>Description</u>
SWMU-1:	10,000-gallon MEK UST;
SWMU-2:	10,000-gallon Gasoline UST;
SWMU-3:	6,000-gallon Paint Thinner UST;
SWMU-4:	1,200-gallon Paint Thinner UST;
SWMU-5:	550-gallon UST (unknown contents);
SWMU-6B:	Automatic Sprayer Washer Floor Area;
SWMU-7:	New Hazardous Waste Storage Area;
SWMU-8:	Old Hazardous Waste Storage Area;
SWMU-9:	Steel Storage Tanks;
SWMU-10:	Wastewater Treatment System;
SWMU-11:	Solvent Distillation Unit;
SWMU-12:	Paint Booths;
SWMU-13:	Satellite Accumulation Area;

- SWMU-14: Thermal Oxidizer;
- SWMU-15: Scrap Metal and Battery Storage Area;
- SWMU-16: Less-than-90-day Storage Area;
- SWMU-17: Wastewater Collection Tank

**TABLE 4**

**RFA AREAS OF CONCERN  
MARTIN METAL FINISHING, INC. /CHEMICAL TECHNOLOGY LABS, INC.  
LYNWOOD, CALIFORNIA**

<u>Unit Number</u>	<u>Description</u>
AOC-1:	Southern California Edison (SCE) Transformer.
AOC-2:	Truck Parking Facility
AOC-3:	Former Soil Stockpile

2.2. Based on the PA and RFA and other sources of information, including the October 30, 2002, Current Conditions Report, DTSC concludes that further investigation is needed to determine the nature and extent of contamination.

2.3. Hazardous wastes or hazardous waste constituents have migrated or may migrate from the Facility into the environment through the following pathways: soil, surface water, ground water, and air.

2.4. Hazardous waste at the Facilities included: untreated chromium waste (consisting of chromate-paint residue); dry chromium waste from a chromium conversion process, including other heavy metals; high boiler waste and residual sludge generated by the distillation unit, but also including naphthalenes and paraffins, esters and glycol ethers, various alcohols, resins, ink and paint pigments, and "inert solids" and chlorinated solvents from cleaning activities. The waste constituents, reaction products, and hazardous constituents that comprise the constituents of concern (COCs) consist of 1,1,1-trichloroethane (TCA), trichloroethene (TCE), tetrachloroethene (PCE), toluene and MEK, acetone, xylenes, zinc and chromium. The full list of COCs has not been determined yet.

2.5. The Facilities, approximately 9.5 acres in size, are located on a parcel in a mixed industrial and residential area. They are bounded on the west by the Southern Pacific Railroad and south by commercial, manufacturing and several residential sites. The Facility is located within that portion of the Central Groundwater Basin known as the Central Basin Pressure Area. The 1996 Closure Plan indicated that ground water beneath the site is as shallow as 36 feet below ground surface (bgs) and described this uppermost saturated zone as a semi-perched aquifer with the materials encountered below the saturation as being part of the Bellflower Aquitard. However, both the 1996 Closure Plan and the 1991 PA prepared by IFC Technology, Inc., recognized that the aquitard is not continuous in the area and that the so-called semi-perched zone may be hydraulically interconnected with the Gaspar Aquifer. Hydraulic continuity with the deeper aquifer units, such as the Exposition and Gage or the Hollydale, Lynwood, Silverado and Sunnyside, is unknown.

2.6. Investigations conducted by the U. S. EPA in August 2006 involved

installing four (4) groundwater monitoring wells at off-site locations to determine the lateral extent of off-site contamination. Samples from the most down-gradient wells exhibited trichloroethene (TCE) at 10.9 micrograms per liter (ug/l), cis 1,2-dichloroethene (cis 1,2-DCE) at 22.2 ug/l and vinyl chloride at 3.5 ug/l. One of the wells was installed up-gradient of the Facilities. Samples from this well were found to be non-detect for the COCs. In July 2007, Respondent conducted an investigation in conjunction with the RFI workplan to install two additional off-site downgradient groundwater monitoring wells to further define the vertical and lateral extent of the groundwater contamination. Groundwater samples collected from one of these wells was found to contain 5.8 ug/l of vinyl chloride.

2.7. Releases from the Facilities may migrate through the vadose zone either toward air and/or surface and ground water since some of the contaminants identified in the sampling are mobile in gas-phase. Releases from the Facilities have or may have migrated to surface water, soil, and ground water. Public health and the environment could be affected by hazardous waste contamination of surface water, soil, and groundwater exposure at the site through ingestion, inhalation and dermal contact.

### PROJECT COORDINATOR

3. Within fourteen (14) calendar days of the effective date of this Consent Agreement, DTSC and Respondent shall each designate a Project Coordinator and shall notify each other in writing of the Project Coordinator selected. 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 seven (7) calendar days prior written notice.

### WORK TO BE PERFORMED

4. Respondent agrees to perform the work undertaken pursuant to this Consent Agreement in a manner consistent with: the attached Scopes of Work; DTSC-approved RCRA Facility Investigation Workplan, Corrective Measures Study Workplan, Corrective Measures Implementation Workplan, and any other DTSC-approved Workplans; Health and Safety Code and other applicable state and federal laws and their implementing regulations; and applicable DTSC and U.S. EPA guidance documents. Applicable guidance documents include, but are not limited to, the "RCRA Corrective Action Interim Measures Guidance" (Interim Final, 1988, OSWER Directive No. 9902.4), "RCRA Facility Investigation (RFI) Guidance" (Interim Final, May 1989, EPA 530/SW-89-031), "RCRA Groundwater Monitoring Technical Enforcement Guidance Document" (OSWER Directive 9950.1, September 1986), "Test Methods For Evaluating Solid Waste" (SW-846), "Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites" (1988, OSWER Directive No. 9283.1-2), "RCRA Corrective Action Plan (Interim Final, 1988, EPA/530-SW-88-028), "Government Performance and Results Act of 1993 (GPRA)" Corrective Action Environmental Indicators (EI), and "Construction Quality Assurance for Hazardous Waste Land Disposal Facilities" (EPA 530/SW-85-031, July 1986).

### 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 submitted a Current Conditions Report to DTSC on October 31, 2002 in accordance with Section 3.2.2 of the July 16, 2002, First Amended Enforcement Order for Corrective Action (HWCA-P3-00/01-010). However, the Current Conditions Report did not contain an assessment of interim measures. Such an assessment must include both previously implemented interim measures and other interim measures that could be implemented at the Facilities. The assessment must also identify any additional data needed for making decisions on interim measures. Any such additional data or information shall be collected during the early stages of the RCRA Facility Investigation. Within ninety (90) calendar days of the effective date of this Consent Agreement, DTSC will review the Respondent's Current Conditions Report and make an assessment of interim measures, which, if any, Respondent will implement at the Facilities. If deemed appropriate by DTSC, such determination may be deferred until any additional data as necessary, are collected.

5.3. If at any time Respondent identifies an immediate or potential threat to human health and/or the environment, discover new releases of hazardous waste and/or hazardous waste constituents, or discover new solid waste management units not previously identified, Respondent shall notify DTSC Project Coordinator orally within 48 hours of discovery and notify DTSC in writing within ten (10) calendar days of discovery summarizing the findings, including the immediacy and magnitude of the potential threat to human health and/or the environment. Within thirty (30) calendar days of receiving DTSC's written request, Respondent shall submit to DTSC an interim measure (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 A. 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 Workplan.

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 thirty (30) calendar days of receiving DTSC's written notification, Respondent shall 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 appended as Attachment A. 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 interim measures 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 Facilities.

5.6. Concurrent with the submission of an IM Workplan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety Plan, Attachment B.

5.7. Concurrent with the submission of an IM Workplan, Respondent shall submit for DTSC approval a Community Profile in accordance with Attachment D. Based on the information provided in the Community Profile, if DTSC determines that there is a high level of community concern about the Facilities, DTSC may require Respondent to prepare a Public Participation Plan.

5.8. As directed by DTSC, within ninety (90) calendar days of DTSC's approval or approval with conditions of all required IM documents for any environmental medium, Respondent shall establish a financial assurance mechanism for IM 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 IM Implementation tasks if Respondent is unable or unwilling to undertake the required actions.

#### RCRA FACILITY INVESTIGATION (RFI)

6.1. A RCRA Facility Investigation (RFI) workplan was submitted to DTSC on October 31, 2002, approved with conditions on June 30, 2006, and subsequently implemented. DTSC is reviewing the Installation of Groundwater Monitoring Wells and Monitoring Report dated February 26, 2008 and the RCRA Facility Investigation, Soil and Groundwater April 2008 Report dated May 23, 2008 submitted by the Respondent, that were prepared by TRAK Environmental Group (TRAK) on behalf of the Respondent. From these documents and other available data and information DTSC will determine whether additional RFI phase(s) are necessary for various environmental media including soil, pore-gas, indoor air, and ground water.

6.2. A Current Conditions Report to DTSC on October 30, 2002. DTSC will complete review of the Current Conditions Report and notify Respondent in writing of DTSC's approval, approval with conditions, or disapproval within ninety (90) calendar days of the effective date of this Consent Agreement. The notification will include DTSC's reasons for approval, approval with conditions, or disapproval. Within ninety (90) calendar days of the receipt of DTSC's approval, approval with conditions or disapproval of the Current Conditions Report, Respondent shall prepare additional phased RFI workplans for soil, pore-gas, indoor air, and ground water that may be required in DTSC's modifications. The Current Conditions Report and all phased RFI Workplans 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 C.

6.3. All RFI Workplan(s) 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 contamination flow; (5) characterize the potential pathways of contaminant migration; (6) identify actual or potential human and/or

ecological receptors; and (7) 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 all phased RFI Workplan(s).

6.4. Respondent shall submit all RFI Report(s) to DTSC for approval in accordance with a DTSC-approved RFI Workplan schedule. The RFI Report(s) shall be developed in a manner consistent with the Scope of Work for a RCRA Facility Investigation contained in Attachment C. Since this 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, approval with conditions, or disapproval in a timely manner. The notification will include DTSC's reasons for its approval, approval with conditions or disapproval.

6.5. Concurrent with the submission of any RFI Workplan, Respondent shall submit to DTSC an updated Health and Safety Plan in accordance with Attachment B. If feasible, Respondent may submit a single updated Health and Safety Plan to address IM activities and RFI activities that proceed simultaneously or close in time.

6.6. Respondent shall submit an RFI Summary Fact Sheet to DTSC that summarizes the findings from all phases of the RFI activities. The RFI Summary Fact Sheet shall be submitted to DTSC in accordance with the schedule contained in the approved RFI Workplan. 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 fifteen (15) calendar days of receipt of written approval.

6.7. Concurrent with the submission of the first RFI Workplan, Respondent shall submit for DTSC approval a Community Profile in accordance with Attachment D. 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, Respondent shall prepare a Public Participation Plan. Subsequent phase of RFI activities may require updating or supplementing of the profile.

6.8. Based on the information available to DTSC, Respondent may be required to conduct a Risk Assessment to evaluate potential human health risk and ecological risk and to establish site-specific action level and cleanup standards. If DTSC determines that a Risk Assessment is required, Respondent shall submit a Risk Assessment Workplan to DTSC within sixty (60) calendar days of receipt of DTSC's determination. Respondent shall submit to DTSC a Risk Assessment Report in accordance with DTSC-approved Risk Assessment Workplan schedule. DTSC will review the Risk Assessment Workplan Summary Fact Sheet and notify Respondent in writing of DTSC's approval, approval with modifications, or disapproval. The notification will include DTSC's reasons for a standard approval, approval with modifications, or disapproval.

### CORRECTIVE MEASURES STUDY (CMS)

7.1. Respondent shall prepare a Corrective Measures Study (CMS) for any affected environmental medium where contaminant concentrations exceed current health-based action levels or where DTSC determines that the contaminant releases pose a potential threat to human health and/or the environment through that environmental medium, e.g., soil, pore-gas, indoor air, and ground water. Some of the

eighteen (18) SWMUs and three (3) AOCs identified in the RFA may be addressed on a Facility-wide basis where possible, rather than unit-by-unit due to the close proximity of some of the individual SWMUs and AOCs to each other.

7.2. Within ninety (90) calendar days of DTSC's approval of the final phase RFI Report (or Respondent's receipt of a written request from DTSC) for any environmental medium, Respondent shall submit a CMS Workplan for that environmental medium to DTSC. The CMS Workplan(s) are 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 E.

7.3. The CMS Workplan(s) shall detail the methodology for developing and evaluating potential corrective measures to remedy any contamination at the Facility. The CMS Workplan(s) 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(s) 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.

7.5. Respondent shall submit a CMS Report(s) to DTSC in accordance with DTSC-approved CMS Workplan schedule(s). The CMS Report(s) shall be developed in a manner consistent with the Scope of Work for a Corrective Measures Study contained in Attachment E. DTSC will review the CMS Report(s) and notify Respondent in writing of DTSC's approval, approval with conditions, or modifications, or disapproval. The notification will include DTSC's reasons for approval, approval with conditions, or disapproval.

### REMEDY SELECTION

8.1. DTSC will provide the public with an opportunity to review and comment on the final draft of the CMS Report(s), DTSC's proposed corrective measures for the Facility, and DTSC's justification for selection of such corrective measures for a particular environmental medium. Depending on the level of community concern, DTSC may conduct a public hearing(s) to obtain comments.

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

8.3. 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.

### CORRECTIVE MEASURES IMPLEMENTATION (CMI)

9.1. Within ninety (90) calendar days of Respondent's receipt of notification of DTSC's selection of the corrective measures for any environmental medium,

Respondent shall submit to DTSC a Corrective Measures Implementation (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 F.

9.2. Concurrent with the submission of a CMI Workplan for any environmental medium, Respondent shall submit to DTSC an updated Health and Safety Plan in accordance with Attachment B.

9.3. Concurrent with the submission of a CMI Workplan for any environmental medium, Respondent shall submit for DTSC approval an updated Community Profile in accordance with Attachment D. 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 Public Participation Plan.

9.4. The CMI program shall be designed to facilitate the design, construction, operation, maintenance, and monitoring of corrective measures for specific environmental media at the Facility. In accordance with the schedule contained in the approved CMI Workplan for any environmental medium, Respondent shall submit to DTSC the documents listed below. These documents shall be developed in a manner consistent with the Scope of Work for Corrective Measures Implementation contained in Attachment F.

- Operation and Maintenance Plan
- Draft Plans and Specifications
- Final Plans and Specifications
- Construction Workplan
- Construction Completion Report
- Corrective Measures Completion Report

9.5. DTSC will review all submitted CMI documents and notify Respondent in writing of DTSC's approval, approval with conditions, modifications, or disapproval in a timely manner. The notification will include DTSC's reasons for approval, approval with conditions, or disapproval.

9.6. As directed by DTSC, within ninety (90) calendar days of DTSC's approval or approval with conditions of all required CMI documents for any environmental medium, 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

10. 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 timely initial determinations 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 in a timely manner. However, should DTSC determine that an EIR is necessary; such an EIR would be prepared under a separate agreement between DTSC and the Respondent.

### DTSC APPROVAL

11.1. Respondent shall revise any workplan, report, specification, or schedule in response to 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 written approval, approval with conditions or modifications or disapproval.

11.2. Upon receipt of DTSC's written approval, Respondent shall commence work and implement any approved workplan in accordance with the schedule and provisions contained therein.

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

11.4. With regard to any workplan, report, specification or schedule submitted by Respondent, verbal advice, suggestions, or comments given by DTSC representatives shall not constitute an official approval or decision.

### SUBMITTALS

12.1. 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 tenth day of the month following the end of the calendar quarter. The progress reports shall conform to the Scope of Work for Progress Reports contained in Attachment C. DTSC may require more frequent progress reporting to be consistent with site-specific activities.

12.2. Any workplan, 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. Any workplan, report or other deliverable submitted by Respondent pursuant to this Consent Agreement shall also be signed by, and certified with the official stamp of, the appropriate professional duly registered in the State of California.

12.3. The certification required by paragraph 12.2 above, 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: \_\_\_\_\_

12.4. Respondent shall provide electronic copies of all documents and shall provide two paper copies of all documents, including but not limited to, workplans, reports, and correspondence of fifteen (15) pages or longer. Submittals specifically exempted from this copy requirement are all progress reports and correspondence of less than fifteen (15) pages, of which one copy is required.

12.5. Unless otherwise specified by DTSC, all workplans, reports, correspondence, notices, or other submittals relating to this Consent Agreement shall be in writing and shall be sent to DTSC's current Project Coordinator.

#### PROPOSED CONTRACTOR/CONSULTANT

13. All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a civil engineer or registered geologist, licensed/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 fourteen (14) calendar days of the effective date of this Consent Agreement, Respondent shall notify DTSC Project Coordinator in writing of the name, title, and qualifications of the licensed civil 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.

#### ADDITIONAL WORK

14. 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 workplans. 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 fourteen (14) calendar days after the receipt of such determination, Respondent may confer with DTSC in writing to discuss the additional work DTSC has requested. If required by DTSC, Respondent shall submit a workplan to DTSC for the additional work. Such workplan shall be submitted to DTSC within thirty (30) calendar days of receipt of DTSC's determination or according to an alternate schedule established by DTSC. Upon approval of a workplan, 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.

#### QUALITY ASSURANCE

15.1. All sampling and analyses performed by Respondent under this Consent Agreement shall follow applicable DTSC and U.S. EPA 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 in writing prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report.

15.2. The names, addresses, and telephone numbers of the analytical laboratories, certified by the Environmental Laboratory Accreditation Program of the California Department of Health Services, that Respondent propose to use must be specified in the applicable workplans.

### SAMPLING AND DATA/DOCUMENT AVAILABILITY

16.1. 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.

16.2. Respondent shall notify DTSC in writing no less than thirty (30) calendar days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement unless DTSC agrees to a shorter notification period. If Respondent believe he must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from DTSC's Project Coordinator or, if the Project Coordinator is unavailable, his/her Unit Supervisor or Performance Manager, to commence such activities immediately.

16.3. 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 their authorized representative to take split or duplicate samples of all samples collected by DTSC under this Consent Agreement.

### ACCESS

17.1 Subject to the Facilities' security and safety procedures, Respondent agree to provide DTSC and its representatives access at all reasonable times to the Facilities and any other off-site 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 his contractors or consultants. Information protected by the Attorney-Client privilege or the Attorney Work Product doctrine is not subject to this paragraph. However, Respondent shall not invoke the the Attorney-Client privilege or Attorney Work Product doctrine as grounds for refusing to submit or provide any data, workplan, report or other document required pursuant to this Consent Agreement.

17.2 To the extent that work being performed pursuant to this Consent Agreement must be done beyond the Facilities' property boundary, Respondent shall use best efforts to obtain access necessary to complete the work required by this

Consent Agreement. The term "best efforts" as used in this paragraph shall include offering the payment of reasonable sum of money by Respondent in consideration of granting access.

### RECORD PRESERVATION

18.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six (6) years after its termination, all data, records, and documents that relate in any way to the performance of this Consent Agreement. This paragraph shall not be construed or is not intended to eliminate Respondent's obligation to comply with record preservation requirements under applicable state or federal laws or regulations, including the requirements of California Code of Regulations, title 22, section 66270.30(j)(2) regarding post-closure care period. Respondent shall notify DTSC in writing ninety (90) calendar 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:

Performance Manager  
Brownfields and Environmental Restoration Program  
Department of Toxic Substances Control  
9211 Oakdale Avenue  
Chatsworth, California 91311

18.2. If Respondent retain or employ 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.

18.3. All documents pertaining to this Consent Agreement shall be stored in a central location at the Facilities to afford ease of access by DTSC and its representatives.

18.4. Information protected by the Attorney-Client privilege or the Attorney Work Product doctrine is not subject to the provisions of paragraphs 18.1, 18.2, or 18.3. However, Respondent shall not invoke the Attorney-Client privilege or the Attorney Work Product doctrine as grounds for refusing to preserve records that DTSC has the right to access, inspect, or copy pursuant to this Consent Agreement.

### DISPUTE RESOLUTION

19.1. The parties agree to use their best efforts to resolve all disputes informally.

19.2. If Respondent disagrees with any written decision or billing statement issued by DTSC pursuant to this Consent Agreement, Respondent's Project Coordinator shall orally notify DTSC Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

19.3. 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 Performance Manager, Brownfields and Environmental Restoration Program, Chatsworth Office, Department of Toxic Substances Control, with a copy to DTSC Project Coordinator. The written objection must be mailed to the Performance Manager within fourteen (14) calendar days of Respondent's receipt of DTSC's written decision or billing statement. Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.

19.4. DTSC and Respondent shall have fourteen (14) calendar 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.

19.5. After the formal discussion period, the Performance Manager will provide Respondent with a written decision and the basis therefore within thirty (30) calendar days of DTSC's receipt of Respondent's written objection. This period may be extended by DTSC for good cause.

19.6. Respondent reserves his right to judicial review in accordance with California law regarding any final decision made by DTSC pursuant to this Consent Agreement.

19.7. 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.

### RESERVATION OF RIGHTS

20.1. 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. Respondent reserve all of their statutory and regulatory rights defenses and remedies as they may arise under 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.

20.2. DTSC reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and to request that Respondent perform additional tasks.

20.3. 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 if, as determined by DTSC, Respondent fail to submit adequate workplans or if work is not performed in a satisfactory or timely fashion by Respondent. DTSC may exercise its authority under any applicable state or federal law or regulation to undertake response actions at any time. DTSC reserves all rights it may have 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.

20.4. If DTSC determines that activities in compliance or noncompliance with this Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous waste constituents, or a threat to human health and/or the environment, or that Respondent are 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 as DTSC determines may be needed to abate 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.

20.5. 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 from requiring, any hazardous waste facility permit, post-closure permit, closure plan or post-closure plan. The parties acknowledge and agree that DTSC's approval of any workplan, plan, and/or specification does not constitute a warranty or representation that the workplans, 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 their obligations to comply with Health and Safety Code or any other applicable local, state, or federal law or regulation.

20.6. Nothing in this Consent Agreement shall constitute or be construed as a waiver of Respondent's rights with regard to any claim, cause of action, or demand in law or equity Respondent may have against a third party.

#### OTHER CLAIMS

21. Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release by DTSC or Respondent, from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation 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 Facilities.

#### OTHER APPLICABLE LAWS

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

#### REIMBURSEMENT OF DTSC'S COSTS

23.1. Respondent agrees to pay DTSC up to the estimated amount of \$202,643 for DTSC's corrective action oversight costs from the effective date of this Consent Agreement. However, DTSC shall charge the respondent only for actual cost incurred. Within thirty (30) calendar days of the effective date of this Consent

Agreement, Respondent shall send a check to DTSC in the amount of \$25,000, payable to the Department of Toxic Substances Control. The check shall reference the names of the Facilities, Respondent's name and address, and the docket number of this Consent Agreement. A copy of the check and any letter transmitting the check shall be sent simultaneously to DTSC's Project Coordinator.

23.2. An estimate of DTSC's costs is attached as Exhibit G showing the amount of \$202,643. It is understood by the parties that the amount shown on Exhibit G is a cost estimate and may differ from the actual costs incurred by DTSC in overseeing these activities or in implementing this Consent Agreement. DTSC will provide additional cost estimates to Respondent, at least annually, as the work progresses under the Consent Agreement. If any additional cost estimate exceeds Exhibit G, Respondent may request modification of this agreement.

23.3. Respondent shall make an advance payment to DTSC in the amount of \$25,000 within thirty (30) calendar days of the effective date of this Consent Agreement. If the advance payment exceeds DTSC's costs, DTSC will refund the balance within one hundred twenty (120) calendar days after the execution of the Acknowledgment of Satisfaction pursuant to Section 26 of this Consent Agreement. Furthermore, Respondent shall make an advance payment to DTSC which equals at least 25% of each additional cost estimate within thirty (30) calendar days of receiving DTSC's cost estimate.

23.4. After the advance payment, DTSC will provide Respondent with a billing statement at least quarterly, which will include the name(s) of the employee(s), identification of the activity, the amount of time spent on each activity, and the hourly rate charged. If Respondent does not pay an invoice within sixty (60) calendar days, the amount is subject to interest as provided by Health and Safety Code, section 25360.1.

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

23.6. Any dispute concerning DTSC's costs incurred pursuant to this Consent Agreement is subject to the Dispute Resolution provision of this Consent Agreement and the dispute resolution procedures as established pursuant to Health and Safety Code, section 25269.2. DTSC reserves all rights that it may have to recover unpaid costs under applicable state and federal laws.

23.7. All payments shall be made within thirty (30) calendar days of the date of the billing statement by check payable to the Department of Toxic Substances Control and shall be sent to:

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

All checks shall reference the name of the Facility, the Respondent's name and address, and the docket number of this Consent Agreement. Copies of all checks

and letters transmitting such checks shall be sent simultaneously to DTSC's Project Coordinator.

MODIFICATION

24.1. This Consent Agreement may be modified by mutual agreement of the parties. Any agreed modifications shall be in writing, shall be signed by all parties, shall have as their effective date the date on which they are signed by all parties, and shall be deemed incorporated into this Consent Agreement.

24.2. Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. DTSC has no obligation to approve such requests, but if it does so, such approval will be in writing and signed by a unit supervisor. Any approved workplan modification shall be incorporated by reference into this Consent Agreement.

TERMINATION AND SATISFACTION

25. The provisions of this Consent Agreement shall be deemed satisfied upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC will prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that Respondent has demonstrated to the satisfaction of DTSC that the terms of this Consent Agreement including payment of DTSC's costs have been satisfactorily completed. The Acknowledgment will affirm Respondent's continuing obligation to preserve all records in conformance with Paragraph 18.

EFFECTIVE DATE

26. 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.

SIGNATORIES

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

DATE: 9/3/08 BY: //Original signed//  
Name/Respondent

DATE: 9/8/08 BY: //Original signed//  
Philip B. Chandler, Unit Supervisor  
Brownfields and Environmental Restoration Program  
Department of Toxic Substances Control