

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

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

IN THE MATTER OF:) Docket HWCA: SRPD01/02 SCC-4274
)
Shipley Company, L.L.C.)
2631 Michelle Drive,) CORRECTIVE ACTION
Tustin, CA 92780) CONSENT AGREEMENT
)
EPA ID# CAD 008 334 260)
)
Shipley Company, L.L.C.) Health and Safety Code
Respondent.) Sections 25187 and 25200.14
_____)

INTRODUCTION

1.1. The Department of Toxic Substances Control (DTSC) and Shipley Company, L.L.C. (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

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

1.3. The parties enter into this Consent Agreement to avoid the expense of litigation and to carry out promptly the corrective action described below.

1.4. Respondent is the operator of a hazardous waste facility located at 2631 Michelle Drive, Tustin, CA 92780.
(Facility).

1 Dynachem (MID) for operating onsite hazardous waste storage
2 and treatment units.

3 2.1.3. In response to a request from MID, for a
4 Hazardous Waste Facility Permit renewal, on August 18, 1993,
5 the Department issued a renewed Hazardous Waste Facility
6 Permit to the then operator MEM. The permitted Hazardous
7 Management Units included, a Drum Storage Area, a 1,000-
8 gallon Treatment Tank (T-5), with two underground holding
9 tanks as a component of the secondary containment system, and
10 the Advantage 2000 Treatment System.

11 2.1.4. On June 26, 1995, with the authorization of
12 the Department, the MEM converted it's Full Permit status to
13 a Tiered Permitted one.

14 2.1.5. On January 9, 1997, MEM submitted a Phase I
15 Environmental Assessment (Phase I) to the DTSC pursuant to
16 Health and Safety Code section 25200.14.

17 2.1.6. In November 1997, MEM amended the PBR
18 application by consolidating and relocating the three Fixed
19 Treatment Units (FTUs) to another area within the Facility.
20 The waste treatment inputs, processes, and methods remain
21 unchanged.
22

23 2.1.7. On May 1, 2000, MII, a wholly owned
24 subsidiary of Rohm and Hass Company, entered into a lease
25 agreement with the Respondent, a wholly owned subsidiary of
26 Shipley Holdings, Inc., which, in turn, is a wholly owned
27 subsidiary of Rohm and Hass Company.

1 2.1.8. On February 11, 2002, the Respondent
2 submitted the Permit by Rule Facility Closure Report (PBR
3 Closure Report) prepared by URS Corporation to the Orange
4 County Health Care Agency (OCHCA) the designated Certified
5 Unified Program Agency (CUPA).

6 2.1.9. On February 21, 2002, OCHCA referred the
7 Facility to DTSC due to elevated levels of contaminants
8 encountered during the closure activities as described in the
9 PBR_Closure Report.

10 2.1.10. Based on the information available from the
11 PBR Closure Report and the DTSC Phase I Checklist, DTSC in
12 coordination with the CUPA, conducted a Phase I Site
13 assessment Verification Inspection at the Facility on May 6,
14 2002.

15 2.1.11. On May 6, 2002, the Respondent submitted to
16 the DTSC a Phase II Site Investigation Report (Phase II
17 Report) dated February 11, 2002, prepared by URS Corporation.
18 Based on the Phase I inspection and the review of the Phase
19 II Report, DTSC identified the following SWMUs:
20

- 21 • SWMU # 1 - Building 5 Area
- 22 • SWMU # 2 - Clarifier Area
- 23 • SWMU # 3 - Underground Spill Containment
24 System Area
- 25 • SWMU # 4 - The Former Diesel Fuel Tank Area
- 26 • SWMU # 5 - Previous Advantage 2000 Treatment
27 and Shredder/Compactor Area (Room 747)

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

- SWMU # 6 - Recent Advantage 2000 and Shredder & Compactor Area (Room 725)
- SWMU # 7 - Former Drum Storage Area (Rooms 726 and 727)
- SWMU # 8 - The Areas Surrounding the Underground Drainage Pipe Leading from Rooms 725, 738, 741, 742 743, 744 and 745 to the Clarifier
- SWMU # 9 - The Area Surrounding the Underground Drainage Pipe Leading from Areas 300 and 500 to the Clarifier
- SWMU # 10 - The Area Surrounding the Underground Pipe Leading from the Former MEK UST to Building 5.

2.2. Based on the information available to DTSC, DTSC concludes that further investigation is needed to determine the nature and extent of any release of hazardous waste or hazardous waste constituents at the Facility.

2.3. The hazardous waste and hazardous waste constituents of concern at the Facility are Title 22 Metals, Volatile Organic Compounds, Semi-Volatile Organic Compounds, and the constituents that were used or generated as waste at the Facility.

2.4. The hazardous wastes or hazardous waste constituents have migrated or may migrate from the Facility into the environment through the following pathways:

1 groundwater, airborne dust, particulate matter, and rain
2 surface runoff water.

3 2.5. The Facility is located in an industrial area
4 in the City of Tustin in Orange County. The facility is
5 located in the Irvine Pressure Zone of the Orange County
6 Groundwater Basin where the uppermost 50 feet of sediments
7 underlying the site consist of Holocene alluvial deposits
8 comprising sandy clay, black and red clay, and sand with
9 minor amounts of gravel (Miller & Tan 1976). The Phase II
10 Report indicates that first groundwater is encountered at
11 approximately 20 to 30 feet below ground surface (bgs) in
12 2001. The Phase II further indicates that the groundwater
13 flow direction is toward the south-southeast with a gradient
14 of about 0.02.

15 2.6. Releases from the Facility may or may have
16 migrated to the soil, ground water, perched water and air.

17 PROJECT COORDINATOR

18 3. Within fourteen (14) days of the effective date
19 of this Consent Agreement, DTSC and Respondent shall each
20 designate a Project Coordinator and shall notify each other
21 in writing of the Project Coordinator selected. Each Project
22 Coordinator shall be responsible for overseeing the
23 implementation of this Consent Agreement and for designating
24 a person to act in his/her absence. All communications
25 between Respondent and DTSC, and all documents, report
26 approvals, and other correspondence concerning the activities
27

1 performed pursuant to this Consent Agreement shall be
2 directed through the Project Coordinators. Each party may
3 change its Project Coordinator with at least seven (7) days
4 prior written notice.

5 WORK TO BE PERFORMED

6 4. Respondent agrees to perform the work required by
7 this Consent Agreement in accordance with the applicable
8 state and federal laws, their implementing regulations, and
9 the applicable DTSC and the United States Environmental
10 Protection Agency guidance documents.

11 PRELIMINARY ENDANGERMENT ASSESSMENT

12 5. DTSC acknowledges the receipt of the PBR Closure
13 Report and the Phase II Report from the Respondent.
14 Respondent shall conduct a Preliminary Endangerment
15 Assessment (PEA) for the entire Facility, and if necessary,
16 further investigation and remediation of any release of
17 hazardous waste or hazardous waste constituents at or from
18 the Facility. Within 30 days of the effective date of this
19 Consent Agreement, Respondent shall submit to DTSC a PEA
20 Workplan and an implementation schedule for approval.
21 Respondent shall implement the DTSC-approved PEA Workplan and
22 schedule. Within 60 days after completion of the PEA
23 activities, Respondent shall submit to DTSC a Final PEA
24 Report for approval. Respondent shall conduct the PEA in
25 accordance with the Preliminary Endangerment Assessment
26
27

1 Guidance Manual (State of California Environmental Protection
2 Agency, Department of Toxic Substances Control, June 1999.)

3 ADDITIONAL WORK

4 6. If DTSC determines that further investigation and
5 remediation are necessary at the Facility, DTSC and
6 Respondent will negotiate another consent agreement or amend
7 this Consent Agreement to address the additional work. If
8 another consent agreement or an amendment is not reached
9 within 60 days, DTSC reserves its right to issue an order or
10 take any other action provided for by law. DTSC's costs
11 incurred in negotiating the subsequent consent agreement or
12 the amendment are considered costs incurred pursuant to this
13 Consent Agreement and are payable under this Consent
14 Agreement.
15

16 CALIFORNIA ENVIRONMENTAL QUALITY ACT

17 7. DTSC must comply with the California
18 Environmental Quality Act (CEQA) insofar as activities
19 required by this Consent Agreement are projects subject to
20 CEQA. Respondent shall provide all information necessary to
21 facilitate any CEQA analysis related to the Site. DTSC will
22 make an initial determination regarding the applicability of
23 CEQA. If the activities are not exempt from CEQA, DTSC will
24 conduct an Initial Study. Based on the results of the
25 Initial Study, DTSC will determine if a Negative Declaration
26 or an Environmental Impact Report (EIR) should be prepared.
27 DTSC will prepare and process any such Negative Declaration.

1 However, should DTSC determine that an EIR is necessary, such
2 an EIR would be prepared under a separate agreement between
3 DTSC and Respondent.

4 DTSC APPROVAL

5 8.1. Respondent shall revise any workplan, report,
6 specification, or schedule in accordance with DTSC's written
7 comments. Respondent shall submit to DTSC any revised
8 documents by the due date specified by DTSC. Revised
9 submittals are subject to DTSC's approval or disapproval.

10 8.2. Upon receipt of DTSC's written approval,
11 Respondent shall commence work and implement any approved
12 workplan in accordance with the schedule and provisions
13 contained therein.

14 8.3. Any DTSC-approved workplan, report,
15 specification, or schedule required under this Consent
16 Agreement shall be deemed incorporated into this Consent
17 Agreement.

18 8.4. Verbal advice, suggestions, or comments given
19 by DTSC representatives will not constitute an official
20 approval or decision.

21 SUBMITTALS

22 9.1. Beginning with the first full month following
23 the effective date of this Consent Agreement, Respondent
24 shall provide DTSC with quarterly progress reports of
25 corrective action activities conducted pursuant to this
26 Consent Agreement. Progress reports are due on the first day
27

1 of the first month following the close of each reporting
2 period. The progress reports shall conform to the Scope of
3 Work for Progress Reports contained in Attachment 1. DTSC
4 may adjust the frequency of progress reporting to be
5 consistent with site-specific activities.

6 9.2. Any report or other document submitted by
7 Respondent pursuant to this Consent Agreement shall be signed
8 and certified by the project coordinator, a responsible
9 corporate officer, or a duly authorized representative.

10 9.3. The certification required by paragraph 13.2
11 above, shall be in the following form:

12
13 I certify that the information contained in or
14 accompanying this submittal is true, accurate, and
15 complete. As to those portions of this submittal for
16 which I cannot personally verify the accuracy, I
17 certify that this submittal and all attachments were
18 prepared at my direction in accordance with
19 procedures designed to assure that qualified
20 personnel properly gathered and evaluated the
21 information submitted.

22
23 Signature: _____

24 Name: _____

25 Title: _____

26 Date: _____

27
///

1 9.4. Respondent shall provide two copies of all
2 documents, including but not limited to, workplans, reports,
3 and correspondence. Submittals specifically exempted from
4 this copy requirement are all progress reports and
5 correspondence of less than 15 pages, of which one copy is
6 required.

7 9.5. Unless otherwise specified, all reports,
8 correspondence, approvals, disapprovals, notices, or other
9 submissions relating to this Consent Agreement shall be in
10 writing and shall be sent to the current Project
11 Coordinators.

12 PROPOSED CONTRACTOR/CONSULTANT

13 10. All work performed pursuant to this Consent
14 Agreement shall be under the direction and supervision of a
15 professional engineer or registered geologist, registered in
16 California, with expertise in hazardous waste site cleanup.
17 Respondent's contractor or consultant shall have the
18 technical expertise sufficient to fulfill his or her
19 responsibilities. Within 14 days of the effective date of
20 this Consent Agreement, Respondent shall notify DTSC Project
21 Coordinator in writing of the name, title, and qualifications
22 of the professional engineer or registered geologist and of
23 any contractors or consultants and their personnel to be used
24 in carrying out the terms of this Consent Agreement.
25

26 ///

27 ///

QUALITY ASSURANCE

1
2 11.1. All sampling and analyses performed by
3 Respondent under this Consent Agreement shall follow
4 applicable DTSC and USEPA guidance for sampling and analysis.
5 Workplans shall contain quality assurance/quality control and
6 chain of custody procedures for all sampling, monitoring, and
7 analytical activities. Any deviations from the approved
8 workplans must be approved by DTSC prior to implementation,
9 must be documented, including reasons for the deviations, and
10 must be reported in the applicable report.

11 11.2. The names, addresses, and telephone numbers of
12 the California State certified analytical laboratories
13 Respondent proposes to use must be specified in the
14 applicable Workplans.
15

SAMPLING AND DATA/DOCUMENT AVAILABILITY

16
17 12.1. Respondent shall submit to DTSC upon request
18 the results of all sampling and/or tests or other data
19 generated by its employees, agents, consultants, or
20 contractors pursuant to this Consent Agreement.

21 12.2. Respondent shall notify DTSC in writing at
22 least seven days prior to beginning each separate phase of
23 field work approved under any workplan required by this
24 Consent Agreement. If Respondent believes it must commence
25 emergency field activities without delay, Respondent may seek
26 emergency telephone authorization from DTSC Project
27 Coordinator or, if the Project Coordinator is unavailable,

1 his/her Branch Chief, to commence such activities
2 immediately.

3 12.3. At the request of DTSC, Respondent shall
4 provide or allow DTSC or its authorized representative to
5 take split or duplicate samples of all samples collected by
6 Respondent pursuant to this Consent Agreement. Similarly, at
7 the request of Respondent, DTSC shall allow Respondent or its
8 authorized representative to take split or duplicate samples
9 of all samples collected by DTSC under this Consent
10 Agreement.

11 ACCESS

12 13. Subject to the Facility's security and safety
13 procedures, Respondent agrees to provide DTSC and its
14 representatives access at all reasonable times to the
15 Facility and any off-site property to which access is
16 required for implementation of this Consent Agreement and
17 shall permit such persons to inspect and copy all records,
18 files, photographs, documents, including all sampling and
19 monitoring data, that pertain to work undertaken pursuant to
20 this Consent Agreement and that are within the possession or
21 under the control of Respondent or its contractors or
22 consultants.
23

24 RECORD PRESERVATION

25 14.1. Respondent shall retain, during the pendency
26 of this Consent Agreement and for a minimum of six years
27 after its termination, all data, records, and documents that

1 relate in any way to the performance of this Consent
2 Agreement or to hazardous waste management and/or disposal at
3 the Facility. Respondent shall notify DTSC in writing 90
4 days prior to the destruction of any such records, and shall
5 provide DTSC with the opportunity to take possession of any
6 such records. Such written notification shall reference the
7 effective date, caption, and docket number of this Consent
8 Agreement and shall be addressed to:

9 Mr. Stephen W. Lavinger, Chief
10 Southern California Branch
11 Hazardous Waste Management Program
12 Department of Toxic Substances Control
13 5796 Corporate Avenue
14 Cypress, California 90630
15

16 14.2. If Respondent retains or employs any agent,
17 consultant, or contractor for the purpose of carrying out the
18 terms of this Consent Agreement, Respondent will require any
19 such agents, consultants, or contractors to provide
20 Respondent a copy of all documents produced pursuant to this
21 Consent Agreement.

22 14.3. All documents pertaining to this Consent
23 Agreement shall be stored at the offices of Respondent's
24 Project Coordinator to afford easy access by DTSC and its
25 representatives.

26 ///

27 ///

DISPUTE RESOLUTION

1
2 15.1. The parties agree to use their best efforts to
3 resolve all disputes informally. The parties agree that the
4 procedures contained in this section are the sole
5 administrative procedures for resolving disputes arising
6 under this Consent Agreement. If Respondent fails to follow
7 the procedures contained in this section, it shall have
8 waived its right to further consideration of the disputed
9 issue.

10 15.2. If Respondent disagrees with any written
11 decision by DTSC pursuant to this Consent Agreement,
12 Respondent's Project Coordinator shall orally notify DTSC's
13 Project Coordinator of the dispute. The Project Coordinators
14 shall attempt to resolve the dispute informally.

15 15.3. If the Project Coordinators cannot resolve the
16 dispute informally, Respondent may pursue the matter formally
17 by placing its objection in writing. Respondent's written
18 objection must be forwarded to Chief, Southern California
19 Branch, Hazardous Waste Management Program, Department of
20 Toxic Substances Control, with a copy to DTSC's Project
21 Coordinator. The written objection must be mailed to the
22 Branch Chief within 14 days of Respondent's receipt of DTSC's
23 written decision. Respondent's written objection must set
24 forth the specific points of the dispute and the basis for
25 Respondent's position.
26

27
///

1 15.4. DTSC and Respondent shall have 14 days from
2 DTSC's receipt of Respondent's written objection to resolve
3 the dispute through formal discussions. This period may be
4 extended by DTSC for good cause. During such period,
5 Respondent may meet or confer with DTSC to discuss the
6 dispute.

7 15.5. After the formal discussion period, DTSC will
8 provide Respondent with its written decision on the dispute.
9 DTSC's written decision will reflect any agreements reached
10 during the formal discussion period and be signed by the
11 Branch Chief or his/her designee.

12 15.6. During the pendency of all dispute resolution
13 procedures set forth above, the time periods for completion
14 of work required under this Consent Agreement that are
15 affected by such dispute shall be extended for a period of
16 time not to exceed the actual time taken to resolve the
17 dispute. The existence of a dispute shall not excuse, toll,
18 or suspend any other compliance obligation or deadline
19 required pursuant to this Consent Agreement.
20

21 RESERVATION OF RIGHTS

22 16.1. DTSC reserves all of its statutory and
23 regulatory powers, authorities, rights, and remedies, which
24 may pertain to Respondent's failure to comply with any of the
25 requirements of this Consent Agreement. Respondent reserves
26 all of its statutory and regulatory rights, defenses and
27 remedies, as they may arise under this Consent Agreement.

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

6 16.2. DTSC reserves the right to disapprove of work
7 performed by Respondent pursuant to this Consent Agreement
8 and to request that Respondent perform additional tasks.

9 16.3. DTSC reserves the right to perform any portion
10 of the work consented to herein or any additional site
11 characterization, feasibility study, and/or remedial actions
12 it deems necessary to protect human health and/or the
13 environment. DTSC may exercise its authority under any
14 applicable state or federal law or regulation to undertake
15 response actions at any time. DTSC reserves its right to
16 seek reimbursement from Respondent for costs incurred by the
17 State of California with respect to such actions. DTSC will
18 notify Respondent in writing as soon as practicable regarding
19 the decision to perform any work described in this section.
20

21 16.4. If DTSC determines that activities in
22 compliance or noncompliance with this Consent Agreement have
23 caused or may cause a release of hazardous waste and/or
24 hazardous waste constituents, or a threat to human health
25 and/or the environment, or that Respondent is not capable of
26 undertaking any of the work required, DTSC may order
27 Respondent to stop further implementation of this Consent

1 Agreement for such period of time as DTSC determines may be
2 needed to abate any such release or threat and/or to
3 undertake any action which DTSC determines is necessary to
4 abate such release or threat. The deadlines for any actions
5 required of Respondent under this Consent Agreement affected
6 by the order to stop work shall be extended to take into
7 account DTSC's actions.

8 16.5. This Consent Agreement is not intended to be
9 nor shall it be construed to be a permit. This Consent
10 Agreement is not a substitute for, and does not preclude DTSC
11 from requiring, any hazardous waste facility permit, post
12 closure permit, closure plan or post closure plan. The
13 parties acknowledge and agree that DTSC's approval of any
14 workplan, plan, and/or specification does not constitute a
15 warranty or representation that the workplans, plans, and/or
16 specifications will achieve the required cleanup or
17 performance standards. Compliance by Respondent with the
18 terms of this Consent Agreement shall not relieve Respondent
19 of its obligations to comply with the Health and Safety Code
20 or any other applicable local, state, or federal law or
21 regulation.
22

23 OTHER CLAIMS

24 17. Except as provided in this Consent Agreement,
25 nothing in this Consent Agreement shall constitute or be
26 construed as a release by DTSC or Respondent from any claim,
27 cause of action, or demand in law or equity against any

1 person, firm, partnership, or corporation for any liability
2 it may have arising out of or relating in any way to the
3 generation, storage, treatment, handling, transportation,
4 release, or disposal of any hazardous constituents, hazardous
5 substances, hazardous wastes, pollutants, or contaminants
6 found at, taken to, or taken or migrating from the Facility.

7 COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

8 18. Respondent shall comply with all applicable
9 waste discharge requirements issued by the State Water
10 Resources Control Board or a California regional water
11 quality control board.

12 OTHER APPLICABLE LAWS

13 19. All actions required by this Consent Agreement
14 shall be conducted in accordance with the requirements of all
15 local, state, and federal laws and regulations. Respondent
16 shall obtain or cause its representatives to obtain all
17 permits and approvals necessary under such laws and
18 regulations.
19

20 REIMBURSEMENT OF DTSC'S COSTS

21 20.1. Respondent shall pay DTSC's costs incurred in
22 the implementation of this Consent Agreement. Such costs
23 shall include DTSC's costs incurred in the preparation and
24 implementation of this Consent Agreement prior to the
25 effective date of this Consent Agreement.

26 20.2. An estimate of DTSC's costs is attached as
27 Exhibit A showing the amount of \$41,735.00. It is understood

1 by the parties that this amount is only a cost estimate for
2 the activities shown on Exhibit A and it may differ from the
3 actual costs incurred by DTSC in overseeing these activities
4 or in implementing this Consent Agreement. DTSC will provide
5 additional cost estimates to Respondent as the work
6 progresses under the Consent Agreement.

7 20.3. Respondent shall make an advance payment to
8 DTSC in the amount of \$20,867.50 within 30 days of the
9 effective date of this Consent Agreement. If the advance
10 payment exceeds DTSC's costs, DTSC will refund the balance
11 within 120 days after the execution of the Acknowledgment of
12 Satisfaction pursuant to Section 22 of this Consent
13 Agreement.

14 20.4. DTSC will provide Respondent with a billing
15 statement at least quarterly, which will include the name(s)
16 of the employee(s), identification of the activities, the
17 amount of time spent on each activity, and the hourly rate
18 charged. If Respondent does not pay an invoice within 60
19 days of the date of the billing statement, the amount is
20 subject to interest as provided by Health and Safety Code
21 section 25360.1.

22 20.5. DTSC will retain all costs records associated
23 with the work performed under this Consent Agreement as
24 required by state law. DTSC will make all documents that
25 support the DTSC's cost determination available for
26
27

1 inspection upon request, as provided by the Public Records
2 Act.

3 20.6. Any dispute concerning DTSC's costs incurred
4 pursuant to this Consent Agreement is subject to the Dispute
5 Resolution provision of this Consent Agreement and the
6 dispute resolution procedures as established pursuant to
7 Health and Safety Code section 25269.2. DTSC reserves its
8 right to recover unpaid costs under applicable state and
9 federal laws.

10 20.7. All payments shall be made within 30 days of
11 the date of the billing statement by check payable to the
12 Department of Toxic Substances Control and shall be sent to:

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

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

21 MODIFICATION

22 21.1. This Consent Agreement may be modified by
23 mutual agreement of the parties. Any agreed modification
24 shall be in writing, shall be signed by both parties, shall
25 have as its effective date the date on which it is signed by
26

27

1 all the parties, and shall be deemed incorporated into this
2 Consent Agreement.

3 21.2. Any requests for revision of an approved
4 workplan requirement must be in writing. Such requests must
5 be timely and provide justification for any proposed workplan
6 revision. DTSC has no obligation to approve such requests,
7 but if it does so, such approval will be in writing and
8 signed by the Chief, Southern California Branch, Hazardous
9 Waste Management Program, Department of Toxic Substances
10 Control, or his or her designee. Any approved workplan
11 revision shall be incorporated by reference into this Consent
12 Agreement.

13 TERMINATION AND SATISFACTION

14 22. The provisions of this Consent Agreement shall
15 be deemed satisfied upon the execution by both parties of an
16 Acknowledgment of Satisfaction (Acknowledgment). DTSC will
17 prepare the Acknowledgment for Respondent's signature. The
18 Acknowledgment will specify that Respondent has demonstrated
19 to the satisfaction of DTSC that the terms of this Consent
20 Agreement including payment of DTSC's costs have been
21 satisfactorily completed. The Acknowledgment will affirm
22 Respondent's continuing obligation to preserve all records
23 after the rest of the Consent Agreement is satisfactorily
24 completed.
25

26 ///

27 ///

EFFECTIVE DATE

23. 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

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

DATE: 3/10/03

Signed by Pierre Brondeau
Representing Respondent

Pierre Brondeau, President and Chief
Executive Officer

Name and Title of Respondent's
Representative

DATE: 3/17/03

Signed by Stephen W. Lavinger
Stephen W. Lavinger, Chief
Southern California Branch
State Regulatory Program Division
Hazardous Waste Management Program
Department of Toxic Sub. Control