

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:	)	Docket HWCA:P1-03/04-004
	)	
Safety-Kleen Systems, Inc.	)	
1000 South I Street	)	
Reedley, California	)	CORRECTIVE ACTION
	)	CONSENT AGREEMENT
	)	
	)	
Respondent.	)	
	)	Health and Safety Code
	)	Section 25187
_____	)	

INTRODUCTION

1. The Department of Toxic Substances Control (DTSC) and Safety-Kleen Systems, Inc. (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code section 25187, which authorizes 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.

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

1.3. Respondent is the owner and operator of a hazardous waste facility located at 1000 South I Street in Reedley, Fresno County, California (Facility).

1.4. Respondent engages in the management of hazardous waste pursuant to a Hazardous Waste Facility Permit (Permit) issued by DTSC on June 30, 1993. The Permit expired on June 30, 2003, but DTSC is currently working on the renewal application.

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

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

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

#### FINDINGS OF FACT

2.1. On June 19, 1991, DTSC completed a RCRA Facility Assessment (RFA). The RFA identified eighteen solid waste management units (SWMUs) and two areas of concern (AOCs) that either have released or may release hazardous waste or hazardous waste constituents into the environment. The SWMUs and AOCs are as follow:

1. SWMU Number 1: Sludge cooker
2. SWMU Number 2: Dumpster in the Cooker Room
3. SWMU Number 3: Area North East of the Cooker Room
4. SWMU Number 4: Existing Drum Washing Area
5. SWMU Number 5: Hazardous Waste Drum Storage Area
6. SWMU Number 6: Area Where Tank #27 Used To Be
7. SWMU Number 7: Tank Farm For #17, 18, 19, 20, 21
8. SWMU Number 8: Tank Farm For #1, 2, 3, 4, 5, and 6
9. SWMU Number 9: Tank Farm For #7, 8, 9, 10, 11, 12
10. SWMU Number 10: Soil Underneath the Tank Farm
11. SWMU Number 11: Dumpster not Subject To LDR
12. SWMU Number 12: Dumpster Subject To LDR
13. SWMU Number 13: Vapor recovery Unit
14. SWMU Number 14: Tank Farm For #13, 14, 15, 16
15. SWMU Number 15: Pipelines For Vapor Recovery Unit
16. SWMU Number 16: Mineral Spirits Artison Washex
17. SWMU Number 17: Immersion Cleaner Washex #1
18. SWMU Number 18: Lab Sample Storage
19. AOC Number 1: Water Retention Area
20. AOC Number 2: Underground Diesel Tank #30

2.2. Based on the RFA, DTSC concluded that further investigation was needed to determine the nature and extent of any release of hazardous waste or hazardous waste constituents in SWMUs Numbers 1, 3, 6, 10, 11, 12, 13, 15, and AOCs Numbers 1, and 2. Through subsequent investigations, corrective action activities been limited to, and are currently on-going and required at SWMU Number 3 and SWMU Number 10 only.

2.3. The hazardous waste and hazardous waste constituents of concern at the Facility are mainly volatile organics.

2.4. Hazardous wastes or hazardous waste constituents have migrated from the Facility into the environment through the soil, subsurface gas, groundwater, air, and surface water.

2.5. The Facility is located at the intersection of Dinuba Avenue and I Street near downtown Reedley. The Surrounding area is primarily occupied by single family residences, light industries and agricultural lands. The Facility is approximately 345 feet above sea level. The topography in the area is relatively flat. The King River which is the closest surface water, is approximately 3500 feet west of the Facility. According to January 1, 2002, State of California Department of Finance records, the surrounding area had a population of 21,218 people, and there were 6,019 homes located within one mile of the facility.

2.6. Releases from the Facility may have migrated toward the residential neighborhood across street from the Facility.

#### PROJECT COORDINATOR

3. Within 14 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 days prior written notice.

#### WORK TO BE PERFORMED

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

#### RCRA FACILITY INVESTIGATION (RFI)

5.1. DTSC approved a Phase I RFI Report for the Facility on June 24, 1996. Within 60 days of the effective date of this Consent Agreement, Respondent shall submit to DTSC a Workplan for the Phase II RCRA Facility Investigation ("RFI Workplan") to investigate the down gradient extent of

groundwater impacts from SWMUs Number 3 and Number 10. The Phase II RFI Workplan is 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 1. DTSC will review the Phase II RFI Workplan and notify Respondent in writing of DTSC's approval or disapproval.

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

5.3. Respondent shall submit a Phase II RFI Report to DTSC for approval in accordance with DTSC-approved RFI Workplan schedule. The Phase II RFI Report shall be developed in a manner consistent with the Scope of Work for a RCRA Facility Investigation contained in Attachment 2.

5.4. Concurrent with the submission of the Phase II RFI Workplan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with Attachment 3.

5.5. 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 Fact Sheet to the DTSC's approved mailing if DTSC determines that such a mailing is necessary. The determination will be based upon community interest and/or regulatory requirements.

5.6. Concurrent with the submission of the Phase II RFI Workplan, Respondent shall submit to DTSC for approval a Community Profile in accordance with Attachment 4. 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

## RISK ASSESSMENT

6. DTSC is currently reviewing the revised Risk Assessment Report to evaluate potential human health risk and ecological risk and to establish site-specific action levels and cleanup standards. On October 10, 2003, Respondent provided responses to DTSC's April 4, 2003 comments.

## CORRECTIVE MEASURES STUDY (CMS)

7.1. DTSC approved a Phase I Corrective Measure Study for the Facility. Respondent shall prepare a Phase II Corrective Measures Study. Pursuant to the findings of the Phase II RFI, and to support on-going corrective measures activities associated with SWMUs Number 3 and 10.

7.2. Within 60 days of DTSC's approval of the Phase II RFI Report, Respondent shall submit a Phase II CMS Workplan to DTSC. The Phase II 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 Phase II CMS Workplan shall detail the methodology for developing and evaluating potential corrective measures to remedy any contamination at the Facility. The Phase II 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 Phase II 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.

7.5. Respondent shall submit the Phase II CMS Report to DTSC for approval in accordance with DTSC-approved Phase II CMS Workplan schedule. The Phase II 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 Phase II CMS Report and notify Respondent in writing of DTSC's approval or disapproval.

## REMEDY SELECTION

8.1. DTSC will provide the public with an opportunity to review and comment on the final drafts of the Phase I and Phase II CMS Reports, DTSC's proposed corrective measures for the Facility, 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.

8.2. Following the public comment period, DTSC may select final corrective measures or require Respondent to revise the Phase I and Phase II CMS Reports 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 60 days of Respondent's receipt of notification of DTSC's selection of the corrective measures, 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 6.

9.2. The CMI program shall be designed to facilitate the design, construction, operation, maintenance, and monitoring of corrective measures at the Facility. In accordance with the schedule contained in the approved CMI Workplan, Respondent shall submit to DTSC the documents listed below, to the extent applicable. These documents shall be developed in a manner consistent with the Scope of Work for Corrective Measures Implementation contained in Attachment 7. These documents are:

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

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

9.4. As directed by DTSC, within 90 days of DTSC's approval of all required CMI documents, Respondent shall

establish a financial assurance mechanism for Corrective Measures Implementation. The financial assurance mechanisms may include any mechanism described in 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 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 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.

#### DTSC APPROVAL

11.1. Respondent shall revise any workplan, 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.

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. Verbal advice, suggestions, or comments given by DTSC representatives will 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 progress reports of corrective action activities conducted pursuant to this Consent Agreement once every three months. The progress reports shall conform to the Scope of Work for Progress Reports contained in Attachment 8.

DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

12.2. 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.

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 two copies of all documents, including but not limited to, workplans, reports, and correspondence. Submittals specifically exempted from this copy requirement are all progress reports and correspondence of less than 15 pages, of which one copy is required.

12.5. 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.

#### PROPOSED CONTRACTOR/CONSULTANT

13. 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 DTSC Project Coordinator 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.

#### 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 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 to DTSC a workplan for the additional work. Such workplan 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 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 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 California State certified analytical laboratories Respondent proposes 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 at least seven days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from DTSC Project Coordinator or, if the Project Coordinator is unavailable, his/her Branch Chief,

to commence such activities immediately.

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

#### ACCESS

17. Subject to the Facility's security and safety procedures, Respondent agrees to provide DTSC and its representatives access at all reasonable times to the Facility and any 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 its contractors or consultants.

#### RECORD PRESERVATION

18.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six 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 Facility. 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:

James M. Pappas, P.E.  
Chief  
Northern California Permitting and  
Corrective Action Branch  
Hazardous Waste Management Program  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95827

18.2. 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.

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

#### DISPUTE RESOLUTION

19.1. 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.

19.2. If Respondent disagrees with any written decision by DTSC pursuant to this Consent Agreement, Respondent's Project Coordinator shall orally notify DTSC's 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 its objection in writing. Respondent's written objection must be forwarded to James M. Pappas, Chief, Northern California Permitting and Corrective Action Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, with a copy to DTSC's Project Coordinator. The written objection must be mailed to the Branch Chief within 14 days of Respondent's receipt of DTSC's written decision. 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 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.

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

19.6. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of

work required 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, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Agreement. Respondent reserves all of its statutory and regulatory rights, defenses and remedies, as they may arise under this Consent Agreement. This Consent Agreement shall not be construed as a covenant not to sue, release, waiver, or limitation on any powers, authorities, rights, or remedies, civil or criminal, that DTSC or Respondent may have under any laws, regulations or common law.

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. 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.

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 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 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 its obligations to comply with the Health and Safety Code or any other applicable local, state, or federal law or regulation.

#### 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 Facility.

#### COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

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

#### OTHER APPLICABLE LAWS

23. 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 its representatives to obtain all permits and approvals necessary under such laws and regulations.

REIMBURSEMENT OF DTSC'S COSTS

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

24.2. An estimate of DTSC's costs is attached as Exhibit A showing the amount of \$163,958.00. It is understood by the parties that this amount is only a cost estimate for the activities shown on Exhibit A and it 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 as the work progresses under the Consent Agreement.

24.3. Respondent shall make an advance payment to DTSC in the amount of \$20,000.00 within 30 days of the effective date of this Consent Agreement.

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

24.5. 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 DTSC's cost determination available for inspection upon request, as provided by the Public Records Act.

24.6. 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 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:

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

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

25.2. 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 the James M. Pappas, P.E., Chief, Northern California Permitting and Corrective Action Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, or his or her designee. Any approved workplan revision shall be incorporated by reference into this Consent Agreement.

#### TERMINATION AND SATISFACTION

26. 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 after the rest of the Consent Agreement is satisfactorily completed.

#### EFFECTIVE DATE

27. 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

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

DATE: 1/25/04

BY: /original signed by/

Safety-Kleen Systems, Inc.  
5400 Legacy Drive  
Cluster II, Building 3  
Plano, Texas 75024

DATE: 2/10/04

BY: /original signed by/

James M. Pappas, P.E., Chief  
Northern California Permitting and  
Corrective Action Branch  
Hazardous Waste Management Program  
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.