

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	Docket No. P3-04/05-008
)	
)	
Mr. JERRY ULRICH)	
3137 East 26 th Street)	CORRECTIVE ACTION
Los Angeles, California 90023)	CONSENT AGREEMENT
)	
)	
)	
AMERICAN LABS, INC.)	
5701 - 5721 South Compton Ave.)	Health and Safety Code
Los Angeles, California 90011)	Section 25187
US EPA ID No.: CAD 981459175)	
)	
)	
Respondents.)	
_____)	

INTRODUCTION

1.0. The Department of Toxic Substances Control (DTSC or Department), Mr. Jerry Ulrich, President of American Labs, Inc., and American Labs, Inc. enter into this Corrective Action Consent Agreement (Consent Agreement) regarding the American Labs, Inc. hazardous waste management facility located at 5701-5721 South Compton Avenue, Los Angeles. Mr. Jerry Ulrich and American Labs, Inc. are hereinafter referred to as "Respondents." DTSC and Respondents (collectively the Parties to this Consent Agreement) 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 has been a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste management facility.

1.2 On September 28, 2000, DTSC issued an Enforcement Order for Corrective Action (Docket No. HWCA 00/01-3009) (Enforcement Order) to Mr. Jerry Ulrich; American Labs, Inc.; and Marlowe & Associates, LLC Group, alleging that they were required to conduct corrective action at the American Labs, Inc. facility located at 5701 - 5721 South Compton Avenue, Los Angeles (Assessor's Identification Numbers 5104-028-025 (5721 South Compton Avenue), 5104-028-026 (no street address) and 5104-028-027 (5701 South Compton Avenue). A Los Angeles County Assessor's map showing these parcels is attached as Exhibit A. On October 30, 2001, DTSC issued the First Amended Enforcement Order for Corrective Action (Docket No. HWCA 00/01-3009) (Amended Enforcement Order), adding Compton Slauson Property Enterprises, Inc., the new owner of the parcel located at 5721 South Compton Avenue, to the initial Enforcement Order.

1.3. Respondents submitted a Notice of Defense to DTSC on October 18, 2000, requesting a hearing regarding the allegations contained in the Enforcement Order.

1.4. The matters of the Enforcement Order, as amended, are subject to ongoing proceedings with the Office of Administrative Hearings (OAH), Case No. L2001040461. For purposes of this Consent Agreement, the Parties stipulate that OAH has jurisdiction

pursuant to Health and Safety Code section 25187 over the allegations contained in the Amended Enforcement Order and to enter this Consent Agreement as a resolution of those allegations.

1.5. DTSC and Respondents enter into this Consent Agreement as a compromise and settlement of disputed claims contained in the Amended Enforcement Order issued by DTSC against Respondents and others. DTSC and Respondents enter into this Consent Agreement for the purposes of avoiding the expense of litigation and furthering the public interest and to facilitate the prompt and efficient performance of corrective action and submittal of the post-closure permit application described below. This Consent Agreement shall constitute full settlement between DTSC and Respondents with regard to the Amended Enforcement Order. This Consent Agreement is between DTSC, Jerry Ulrich and American Labs, Inc. only and does not affect the Amended Enforcement Order as to Marlowe and Associates, LLC Group or Compton Slauson Property Enterprises, Inc.

1.6. Respondents are the owner and operator of a hazardous waste management facility located at 5701 - 5721 South Compton Avenue, Los Angeles, California (Facility) that operated under a grant of interim status from DTSC. The Facility consists of three contiguous parcels, described by the Los Angeles County Assessor as follows: Map Book 5104, Page 028, Tract 0007, Parcels 025, 026 and 027. Respondents originally owned the three parcels of land upon which the Facility was

located and have retained ownership of one of the parcels (AIN 5104-028-027 (5701 South Compton Avenue), hereinafter "Parcel 1"). At the time the Enforcement Order was issued, Marlowe & Associates, LLC was the owner of two of the parcels (AIN 5104-028-026 (no street address), hereinafter "Parcel 2") and AIN 5104-028-025 (5721 South Compton Avenue), hereinafter "Parcel 3"). Compton Slauson Property Enterprises, Inc. is the current owner of Parcel 3. Three buildings are located on Parcel 1, one building is located on Parcel 2, and one building is located on Parcel 3. The size of the three parcels together is approximately 0.7 acres.

1.7. Respondents engaged in the management of hazardous waste at the Facility pursuant to a grant of interim status issued on November 19, 1985, by the Department of Health Services, DTSC's predecessor agency. The Facility included a Hazardous Waste Management Unit (HWMU) that consisted of a bermed containment, associated sump, two 3000 gallon waste storage and one 4000 gallon waste treatment above-ground tanks, associated piping, and drummed waste storage. The tanks, containment, piping and sump constituted a tank system as defined in title 22, California Code of Regulations, section 66260.10. This HWMU was located on Parcel 1. Respondents ceased operation of this HWMU in September 1988. Respondents submitted a RCRA closure plan for this HWMU, dated October 22, 1990, for DTSC's review and approval and a revised RCRA closure plan for this HWMU on April 24, 1995. The revised plan was noticed to the public together with a negative declaration

for compliance with the requirements of the California Environmental Protection Act (Public Resources Code section 21000 et seq.) (CEQA) on November 30, 1995 and was approved on January 12, 1996. Respondents began implementing closure of this HWMU pursuant to the approved plan between March 27, 1996 and June 3, 1996. Action Environmental Services Company, on behalf of American Labs, Inc., submitted an Interim Closure Activities (ICA) Report to DTSC on August 12, 1996. The ICA Report identified the presence of volatile organic compounds (VOCs) within the subsurface materials in and around the HWMU. Subsequent closure activities have verified that contamination extends to 148 feet below ground surface (bgs) which is within a few feet of ground water. Closure certification has not been made by the Respondents.

1.8. Definitions. The terms used in this Consent Agreement have the same meaning as those terms have in the Health and Safety Code, division 20, chapter 6.5 (commencing with section 25100) and the California Code of Regulations, title 22, division 4.5 (commencing with section 66260.1), unless expressly provided otherwise by this Consent Agreement .

1.8.1. "Facility" means hazardous waste facility, as defined in title 22, California Code of Regulations, section 66260.10, and includes the property consisting of the three parcels: Parcel 1, Parcel 2 and Parcel 3.

1.9. Respondents agree 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.

1.10. Respondents waive any right to request a hearing on this Consent Agreement pursuant to Health and Safety Code section 25187.

1.11. This Consent Agreement specifies the applicable corrective action requirements, for the Facility. The corrective action requirements apply to all three parcels comprising the Facility. Respondents are also subject to closure and post-closure care requirements under title 22, California Code of Regulations, sections 66265.110-66265.120. These closure and post-closure requirements will be addressed separately through Respondents' submittal of an application for a post-closure permit for the Facility as specified in Section 4.2.3.

1.12 Schedule of Compliance. Respondents agree to conduct activities under this Consent Agreement in accordance with the schedules and timelines specified herein.

1.13 Implementation. Respondents agree to undertake all actions required by the terms and conditions of this Consent Agreement, including any portions of this Consent Agreement incorporated by reference, and to implement all workplans approved by DTSC under this Consent Agreement in accordance with the schedules contained in workplans approved by DTSC.

1.14 The Office of Administrative Hearings Administrative Hearing Officer shall

retain jurisdiction of this matter until the requirements of this Consent Agreement have been fully satisfied, up to and including such time as DTSC has determined that corrective action has been completed at the Facility in accordance with applicable requirements.

FINDINGS OF FACT

2.1 The Facility is geographically located in Section 16, Township 2 South, Range 13 West, Meridian San Bernardino; latitude 33° 58' 30.75 North, longitude 118° 15' West, within the City of Los Angeles, County of Los Angeles, California.

2.2. The Interim Closure Activities (ICA) Report, submitted to DTSC on August 12, 1996, identified the presence of VOCs within the subsurface materials in and around the Waste Antifreeze Area (HWMU). Methylene chloride, perchloroethene (PCE), toluene, ethyl benzene, xylene, trichloroethene (TCE), and 1,1,1 - trichloroethane (1,1,1 - TCA) were identified at a depth of five feet bgs at a sump adjacent to the HWMU's containment. Because of its association with the containment, the sump is part of the HWMU. Based on the submitted data, the HWMU appears to be a major source of contamination that has released and may continue to release hazardous waste or hazardous constituents into the environment. The HWMU is

considered to also be a solid waste management unit (SWMU). The SWMU is shown on the map attached as Exhibit B and specified as the sump at the south of the HWMU identified as the Waste Antifreeze Process Area. The ICA Report also indicated that the hazardous waste and hazardous waste constituents of concern managed at the HWMU were spent mineral spirits/kerosene, waste antifreeze (ethylene glycol), methylene chloride, waste oil, and spent non-halogenated solvents.

2.3. Based on the ICA Report, DTSC concluded that further investigation was needed, at minimum, to determine the nature and extent of contamination associated with the SWMU cited in section 2.2 and any other SWMUs or Areas of Concern (AOC) that were defined through additional information. Soil gas survey work was performed on September 5 and 11, 2001, and October 5 and November 13, 2001. Pore-gas samples obtained at 5 and 15 feet below ground surface (bgs) have demonstrated that release of halogenated volatile organic compounds (HVOCs) has impacted the Facility parcels located at 5701 - 5721 South Compton Avenue. The PCE isoconcentration lines clearly demonstrate release from the HWMU on Parcel 1. The TCE isoconcentration lines demonstrate separate releases from the HWMU on Parcel 1 and from a SWMU or SWMUs on Parcel 2 and Parcel 3. The 1,1,1-TCA isoconcentration lines clearly demonstrate release from a SWMU or SWMUs on Parcel 2 and Parcel 3. Pore-gas samples, obtained from deep nested probes, have demonstrated that vapor-phase contamination has migrated to within a few feet of ground water. Even without

installation of groundwater monitoring wells, it is reasonably inferred that ground water has been impacted by releases.

2.4 The RCRA closure process for the HWMU initiated in 1996 has not been certified by Respondents nor acknowledged by DTSC.

2.5. Post-closure care for the HWMU is required because the unit could not be clean-closed within a reasonable time due to threat of groundwater contamination ; resulting from migration of releases from the HWMU. California Code of Regulations, title 22, section 66265.117, subsection (e), requires that all applicable post-closure care activities be implemented for the HWMU in accordance with a post-closure plan approved by the Department.

2.6. 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.

2.7. The waste constituents, reaction products, and hazardous constituents that comprise the constituents of concern (COCs) at the Facility include aromatic and halogenated volatile organic compounds such as ethyl benzene, PCE, and 1,1,1-TCA. The full list of Facility COCs has not been determined yet.

2.8. The Facility, approximately 0.7 acres in size, is located in an industrial area (zoned M-1) and is bounded on the east by South Compton Avenue, and on the north by 57th Street. A number of small businesses also operate in the vicinity of the

Facility along South Compton Avenue. Residential neighborhoods adjoin the Facility directly on the south, across a small alley on the west and across 57th Street on the north. On the east, across South Compton Avenue, is a park. The Facility is located within the southern portion of the Los Angeles Forebay Area of the Central Groundwater Basin of the Los Angeles Coastal Plain, and is approximately 1.5 miles east of the Los Angeles River. First ground water in the vicinity of the site, based on measurements by Los Angeles County Department of Public Works at a location 500 feet to the east of the Facility, is estimated to be approximately 150 feet beneath the Facility. The local ground water flow pattern and interconnection with underlying aquifer units are unknown. The Basin Plan of the Los Angeles Regional Water Quality Control Board (LARWQCB, June 13, 1994) indicated that the designation for ground water is beneficial for municipal uses.

2.9. Releases from the Facility 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 Facility have or may have migrated to surface water, soil, and ground water. Public health and the environment could be affected by hazardous waste contaminated surface water, soil, and groundwater exposure at the site through ingestion, inhalation and dermal contact.

2.10. The release of hazardous waste or hazardous waste constituents from the facility may present a substantial hazard to human health or the environment.

PROJECT COORDINATOR

3.0 Within fourteen (14) calendar days of the effective date of this Consent Agreement, DTSC and Respondents shall each designate a Project Coordinator and shall notify each other in writing of the name 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 Respondents 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

4.0 Respondents agree 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. Environmental Protection Agency (U.S. EPA) guidance documents.

4.1 Guidance for Work to be Performed. 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).

4.2. Post-closure Care. Post-closure care requirements apply to the HWMU, which included tanks, located on Parcel 1.

4.2.1 Basis. Based on the data presented in the ICA, DTSC concludes that the HWMU has contributed to soil and groundwater contamination. Hazardous wastes will remain in the unsaturated and saturated zone materials underlying the HWMU for some time into the future. Based on the ICA, releases of constituents-of-

concern (COCs) occurred on the surface of the HWMU, and the releases penetrated the containment of the HWMU and moved into the underlying soil to a depth of at least 148 feet bgs, with vapor phase concentrations of PCE of 267 µg/l. Depth to ground water underlying the HWMU, has been estimated as being approximately 150 feet bgs. The final Closure Plan for the HWMU as approved by DTSC in 1996 does not propose removal of vadose zone contamination to the depth involved or include cleanup of groundwater. Respondents have verbally proposed site-wide soil vapor extraction as a means of cleaning up the unsaturated zone, including hazardous wastes released from the HWMU. Based on the available information, DTSC concludes that any closure activities that could be proposed would be unlikely to achieve regulatory closure performance standards for all media for some time.

4.2.2. Release(s) to soil and groundwater from the HWMU, which included tanks, have not been cleaned up to suitable closure performance standards. Therefore the HWMU is considered a land disposal unit ("regulated unit") subject to post-closure requirements pursuant to California Code of Regulations, title 22, section 66264.117. Pursuant to California Code of Regulations, title 22, section 66270.1(c), owners or operators of surface impoundments, landfills, land treatment units, and waste pile units that received wastes after July 26, 1982, or that certified closure (in accordance with section 66265.115) after January 26, 1983, shall have post-closure permits for the units, unless they demonstrate closure by removal as provided under

California Code of Regulations, title 22, section 66270.1(c)(5) and (6). The permit shall address applicable requirements of California Code of Regulations, title 22, division 4.5, including chapter 14 water quality monitoring, corrective action, and post-closure care requirements.

4.2.3. Submittal of Post-closure Permit Application and Plan. In accordance with California Code of Regulations, title 22, section 66265.117, Respondents shall submit a Post-closure Plan for the HWMU on Parcel 1 to DTSC for review and approval. The Post-closure Plan shall be submitted as part of a post-closure permit application and provide for post-closure monitoring and maintenance of the HWMU identified at the Facility. The Post-closure Plan shall comply with the requirements of California Code of Regulations, title 22, section 66265.118. Respondents shall submit the Post-closure Plan and modifications for closure within ninety (90) calendar days of the effective date of this Consent Agreement. Prior to approval of the post-closure permit application, the Department shall comply with the California Environmental Quality Act (CEQA) (division 13 (commencing with section 21000) of the Public Resources Code) and provide a meaningful opportunity for public involvement, as required by Health and Safety Code section 25247(d)(1)(A) and (B). Upon approval by the Department, the Post-closure Plan, through issuance of a post-closure permit, will be incorporated into this Consent Agreement by reference. Once approved by DTSC, Respondents shall implement the Post-closure Plan and shall

comply with all applicable requirements for post-closure care, including California Code of Regulations, title 22, sections 66264.119 and 66264.120. In accordance with section 66264.118(d), Respondents may request changes in the approved post-closure plan at any time during the post-closure care period. Any such request shall be in writing and shall include a copy of the proposed modified post-closure plan for review and approval by DTSC. In accordance with section 66264.118(d)(4), DTSC may initiate modification of the post-closure plan.

4.3. Corrective Action. If DTSC determines that, after or during implementation of post-closure care, corrective action is necessary to address releases of hazardous waste or hazardous waste constituents into the environment from any SWMU other than the HWMU that is on Parcel 1, Respondents shall complete the corrective action as specified in this Consent Agreement on Parcel 1. Respondents shall also complete any corrective action DTSC determines is necessary to address releases of hazardous waste or hazardous waste constituents on Parcel 2 and Parcel 3, if (1) the Amended Enforcement Order does not become final against Marlowe & Associates and/or Compton Slauson Property Enterprises, Inc. or (2) the Amended Enforcement Order becomes final against Marlowe & Associates and/or Compton Slauson Property Enterprises, Inc. and DTSC determines that Marlowe & Associates and/or Compton Slauson Property Enterprises, Inc. are not able to complete the required corrective action.

CURRENT CONDITIONS REPORT and INTERIM MEASURES (IM).

5.0 Within ninety (90) calendar days of the effective date of this Consent Agreement, Respondents shall submit to DTSC a Current Conditions Report for approval that evaluates current conditions on the entire Facility, including Parcel 2 and Parcel 3. The Current Conditions Report is subject to approval, approval with conditions or modifications, or disapproval by DTSC and shall be developed in a manner consistent with the Scope of Work for a RCRA Facility Investigation (RFI) contained in Attachment 4. The Current Conditions Report shall contain an assessment of any interim measures. The assessment must include both previously implemented interim measures and other interim measures that could be implemented at the Facility. The assessment must also identify any additional data needed for making decisions on interim measures. This new data or information shall be collected during the early stages of the RFI if an RFI is required. DTSC will review the Respondent's assessment and determine which interim measures, if any, Respondents will implement at the Facility. If deemed appropriate by DTSC, such determination may be deferred until additional data are collected. DTSC will review the Current Conditions Report and notify Respondents in writing of DTSC's approval, approval with conditions or modifications, or disapproval. The notification will include DTSC's reasons for its approval, approval with conditions or modifications, or disapproval.

5.1 Respondents 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 If at any time Respondents identify 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, Respondents shall notify the 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.

5.3. IM Workplan. Within ninety (90) calendar days of receiving DTSC's written request, Respondents shall submit to DTSC an IM Workplan. DTSC will review the RFI Workplan and notify Respondents in writing of DTSC's approval, approval with conditions or modifications, or disapproval. In some instances, where interim measures must be implemented quickly to prevent harm to human health and the environment, DTSC may reduce or limit the elements of requirements for the submittal of workplans and specifications. The IM Workplan shall include a schedule for submitting to DTSC an IM Operation and Maintenance (O&M) Plan and IM Plans and Specifications (P&S).

The IM Workplan, IM O&M Plan and IM P&S shall be developed in a manner consistent with the Scope of Work for Interim Measures Implementation appended as Attachment 1. If DTSC determines that immediate action is required, the DTSC Project Coordinator may orally authorize Respondents 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 Respondents in writing. Within ninety (90) calendar days of receiving DTSC's written notification, Respondents shall submit to DTSC for approval, an IM Workplan that identifies Interim Measures that will mitigate the threat. In some instances, where interim measures must be implemented quickly to prevent harm to human health and the environment, DTSC may reduce or limit the elements of requirements for the submittal of workplans and specifications.

5.5. IM Operation & Maintenance Plan. The IM Workplan shall include a schedule for submitting to DTSC an IM Operation and Maintenance (O&M) Plan and IM Plans and Specifications (P&S). The IM Workplan, IM O&M Plan, and IM P&S shall be developed in a manner consistent with the Scope of Work for Interim Measures Implementation appended as Attachment 1. If DTSC determines that immediate action is required, the DTSC Project Coordinator may orally authorize the Respondents to act prior to DTSC's receipt of the IM Workplan.

5.6. Threat Reduction. 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 that may be required at the Facility.

5.7. IM Health and Safety Plan. Concurrent with the submission of an IM Workplan, Respondents shall submit to DTSC a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety Plan, Attachment 2.

5.8. Community Profile. Concurrent with the submission of an IM Workplan, Respondents shall submit to DTSC a Community Profile for DTSC approval in accordance with Attachment 3. Based on the information provided in the Community Profile, if DTSC determines that there is a high level of community concern about the Facility, DTSC may require Respondents to prepare a Public Participation Plan.

RCRA FACILITY INVESTIGATION (RFI)

6.1. RFI Workplan. Within ninety (90) calendar days of written notification by DTSC, Respondents shall submit to DTSC RFI workplan(s) for soil-pore gas, indoor air, and ground water. The RFI Workplan(s) shall cover the entire Facility, including Parcel 2 and Parcel 3, for each medium. The RFI Workplan(s) are subject to approval by DTSC and shall be developed in a manner consistent with the Scope of Work for

RCRA Facility Investigation contained in Attachment 4. DTSC will review the RFI Workplan and notify Respondents in writing of DTSC's approval, approval with conditions, or disapproval. The notification will include DTSC's reasons for its approval, approval with conditions or modifications, or disapproval.

6.2. The 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 the RFI Workplan(s).

6.3. Respondents shall submit all RFI Report(s) to DTSC for approval in accordance with a DTSC -approved RFI Workplan schedule(s). The RFI Report(s) shall be developed in a manner consistent with the Scope of Work for a RCRA Facility Investigation contained in Attachment 4. If there is a phased investigation, separate RFI Reports and a report that summarizes the findings from all phases of the RFI must be submitted to DTSC. DTSC will review the RFI Report(s) and notify Respondents in writing of DTSC's approval, approval with conditions or modifications, or disapproval.

The notification will include DTSC's reasons for its approval, approval with conditions or modifications, or disapproval.

6.4. Health and Safety Plan. Concurrent with the submission of an RFI Workplan, Respondents shall submit to DTSC a Health and Safety Plan in accordance with Attachment 2. If Workplans for both an IM and RFI are required by this Consent Agreement, Respondents may submit a single Health and Safety Plan that addresses the combined IM and RFI activities.

6.5. RFI Summary Fact Sheet. Respondents shall submit an 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 Respondents in writing of DTSC's approval, approval with conditions or modifications, or disapproval. When DTSC approves the RFI Summary Fact Sheet, Respondents 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.

6.6. Community Profile. Concurrent with the submission of a RFI Workplan, Respondents shall submit to DTSC a Community Profile for DTSC approval, approval with conditions or modifications, or disapproval in accordance with Attachment 3. Based on the information provided in the Community Profile and any Supplement to the

Community Profile, if DTSC determines that there is a high level of community concern about the Facility, DTSC may require Respondents to prepare a Public Participation Plan.

6.7. Risk Assessment. Based on the information available to DTSC, Respondents may be required to conduct a Risk Assessment to evaluate potential human health risk and ecological risk and to establish site-specific action levels and cleanup standards. If DTSC determines that a Risk Assessment is required, Respondents shall submit to DTSC for approval a Risk Assessment Workplan within ninety (90) calendar days of receipt of DTSC's determination. If a Risk Assessment is required, Respondents shall submit to DTSC for approval, approval with conditions or modifications, or disapproval, a Risk Assessment Report in accordance with DTSC-approved Risk Assessment Workplan schedule.

CORRECTIVE MEASURES STUDY (CMS).

7.1. Respondents shall prepare a Corrective Measures Study for any affected environmental medium where contaminant concentrations exceed current health-based action levels or ecologically-based action levels established by a DTSC-approved Risk Assessment Report if one is required under this Consent Agreement, or where DTSC otherwise determines that the contaminant releases pose a potential threat to human

health or the environment through that environmental medium, e.g. soil-pore gas, indoor air, and ground water.

7.2. CMS Workplan. Within ninety (90) calendar days of DTSC's approval, approval with conditions or modifications, or disapproval of the final RFI Report for any given environmental medium or of Respondents' receipt of a written request from DTSC, Respondents shall submit a CMS Workplan to DTSC. The CMS Workplan(s) are subject to approval, approval with conditions or modifications, or disapproval by DTSC and shall be developed in a manner consistent with the Scope of Work for a Corrective Measures Study contained in Attachment 5.

7.3. The CMS Workplan(s) for any environmental medium 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. Treatability Studies. Respondents shall prepare treatability studies for all potential corrective measures for any environmental medium that involve treatment except where Respondents 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 Respondents' justification for not proposing a treatability

study for any environmental medium.

7.5. CMS Report. Respondents shall submit a CMS Report for any environmental medium to DTSC for approval in accordance with DTSC-approved CMS Workplan schedule(s). The CMS Report shall be developed in a manner consistent with the Scope of Work for a Corrective Measures Study contained in Attachment 5. DTSC will review the CMS Report(s) for any environmental medium and notify Respondents in writing of DTSC's approval, approval with conditions or modifications, or disapproval. The notification will include DTSC's reasons for its approval, approval with conditions or modifications, 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) for any environmental medium, DTSC's proposed corrective measures for the Facility for any environmental medium, 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 Respondents to revise the CMS Report(s) and/or perform additional corrective measures studies.

8.3. DTSC will notify Respondents of the final corrective measures selected by DTSC for any environmental medium in the Final Decision and Response to Comments. The notification will include DTSC's reasons for selecting the corrective measures for any environmental medium.

CORRECTIVE MEASURES IMPLEMENTATION (CMI).

9.1 CMI Workplan. Within ninety (90) calendar days of Respondents' receipt of notification of DTSC's selection of the corrective measures for any environmental medium, Respondents shall submit to DTSC a Corrective Measures Implementation (CMI) Workplan. The CMI Workplan is subject to approval, approval with conditions or modifications, or disapproval 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. Health and Safety Plan. Concurrent with the submission of a CMI Workplan for any environmental medium, Respondents shall submit to DTSC a Health and Safety Plan in accordance with Attachment 2.

9.3. Community Profile. Concurrent with the submission of a CMI Workplan, Respondents shall submit for DTSC approval, approval with conditions or modifications, or disapproval, a Community Profile in accordance with Attachment 3.

Based on the information provided in the Community Profile, if DTSC determines that there is a high level of community concern about the Facility, DTSC may require Respondents to prepare a Public Participation Plan.

9.4. The CMI program for any environmental medium 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, Respondents 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 6.

- 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 required CMI documents and notify Respondents in writing of DTSC's approval, approval with conditions or modifications, or disapproval. The notification will include DTSC's reasons for its approval, approval with conditions or modifications, or disapproval.

9.6. As directed by DTSC, Respondents shall establish a financial assurance mechanism for Corrective Measures Implementation for any environmental medium. The financial assurance mechanisms may include a performance or surety bond, liability insurance, and escrow performance guarantee account, a trust fund, financial test, or corporate guarantee as described in section 66265.143, title 22, California Code of Regulations 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 for any environmental medium if Respondents are 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. Respondents shall provide all information necessary to facilitate any CEQA analysis. DTSC will make an initial determination regarding the applicability of CEQA. If the activities are not exempt from CEQA, DTSC will conduct an Initial Study. Based on the results of the Initial Study, DTSC will determine if a Negative Declaration or an Environmental Impact Report (EIR) should be prepared. DTSC will prepare and process any such Negative Declaration. However, should DTSC determine that an EIR

is necessary, such an EIR would be prepared under a separate agreement between DTSC and Respondents.

DTSC APPROVAL

11.1. Respondents shall revise any workplan, report, specification, or schedule in accordance with DTSC's written comments. Respondents 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, Respondents shall commence work and implement any approved workplan in accordance with the schedule and provisions contained therein.

11.3. Any Department approved workplan, report, specification, or schedule required by this Consent Agreement shall be deemed incorporated into this Consent Agreement.

11.4. With regard to regard to any workplan, report, specification or schedule submitted by Respondents, 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, Respondents shall provide DTSC with quarterly progress reports of corrective action activities conducted pursuant to this Consent Agreement. Progress reports are due on the 10th day of the month when reports are due. The progress reports shall conform to the Scope of Work for Progress Reports contained in Attachment 7. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

12.2. Any report or other document submitted by Respondents pursuant to this Consent Agreement shall be signed and certified by the project coordinator, a responsible corporate officer, or an authorized representative.

12.3. The certification required 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. Respondents shall provide three 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 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 Coordinators.

PROPOSED CONTRACTOR/CONSULTANT

13.0. All work performed pursuant to this Consent Agreement shall be under a professional engineer, licensed in California, or a registered geologist, registered in California, with expertise in hazardous waste site cleanup. Respondents' 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, Respondents shall notify the 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 requirements of this Consent Agreement. DTSC may disapprove of Respondents' contractor and/or consultant.

ADDITIONAL WORK.

14.0. DTSC may determine or Respondents 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 associated with the Post-closure Plan, RFI, or CMS or IM if necessary. DTSC shall request in writing that Respondents 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, Respondents may confer with DTSC to discuss the additional work DTSC has requested. If required by DTSC, Respondents shall submit to DTSC a workplan 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 agreed to by the parties to this Consent Agreement. Upon approval of a workplan, Respondents 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 Respondents under this Consent Agreement shall follow applicable Department 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 (e.g., RFI Report).

15.2. The name, addresses, and telephone numbers of the California State certified analytical laboratories Respondents propose to use must be specified in the applicable workplans.

15.3. All workplans required under this Consent Agreement shall include data quality objectives for each data collection activity to ensure that data of known and appropriate quality are obtained and that data are sufficient to support their intended uses.

15.4. Respondents shall monitor to ensure that high quality data are obtained by its consultant or contract laboratories. Respondents shall ensure that laboratories used by Respondents for analysis perform such analysis according to the latest approved edition of "Test Methods for Evaluating Solid Waste, (SW-846)", or other methods deemed satisfactory to DTSC. If methods other than U.S. EPA methods are to be used, Respondents shall specify all such protocols in the applicable workplan (e.g.,

RFI Workplan). DTSC may reject any data that do not meet the requirements of the approved workplan, U.S. EPA analytical methods, or quality assurance/quality control procedures, and may require resampling and analysis.

15.5. Respondents shall ensure that the California State certified laboratories used by Respondents for analyses have a quality assurance/quality control program. DTSC may conduct a performance and quality assurance/quality control audit of the laboratories chosen by Respondents before, during, or after sample analyses. Upon request by DTSC, Respondents shall have its selected laboratory perform analyses of samples provided by DTSC to demonstrate laboratory performance. If the audit reveals deficiencies in a laboratory's performance or quality assurance/quality control procedures, resampling and analysis may be required.

SAMPLING AND DATA/DOCUMENT AVAILABILITY.

16.1. Respondents 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. Notwithstanding any other provisions of this Consent Agreement, DTSC retains all of its information gathering and inspection authority and rights, including enforcement actions related thereto, under the California Health and Safety Code and

any other state or federal statutes or regulations.

16.3. Respondents shall notify DTSC in writing at least seven (7) calendar days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement. If Respondents believe they must commence emergency field activities without delay, Respondents 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.

16.4. At the request of DTSC, Respondents shall provide or allow DTSC or its authorized representative to take split or duplicate samples of all samples collected by Respondents pursuant to this Consent Agreement. Similarly, at the request of Respondents, DTSC shall allow Respondents or their authorized representative to take split or duplicate samples of all samples collected by DTSC under this Consent Agreement.

ACCESS

17.1. To the extent that work being performed pursuant to this Consent Agreement must be done beyond the property boundary, Respondents shall use their best efforts to obtain access agreements necessary to complete work required by this Consent Agreement from the present owners of such property within thirty (30)

calendar days of approval of any workplan for which access is required. Best efforts as used in this paragraph shall include, at a minimum, a letter by certified mail from the Respondents to the present owners of such property requesting an agreement to permit Respondents and DTSC and its authorized representatives access to such property and offering the payment by Respondents of reasonable sums of money in consideration of granting access. Any such access agreement shall provide for access to DTSC and its representatives.

17.2. Respondents shall provide for access to DTSC's Project Coordinator with a copy of any access agreements. In the event that an agreement for access is not obtained within thirty (30) calendar days of approval of any workplan for which access is required, or of the date that the need for access becomes known to Respondents, Respondents shall notify DTSC in writing within fourteen (14) calendar days thereafter regarding both the efforts undertaken to obtain access and its failure to obtain such agreements. DTSC may, at its discretion, assist Respondents in obtaining access.

17.3. Nothing in this section limits or otherwise affects DTSC's right of access and entry pursuant to any applicable state or federal law or regulation.

17.4. Nothing in this Consent Agreement shall be construed to limit or otherwise affect Respondents' liability and obligation to perform corrective action including corrective action beyond the Facility boundary.

RECORD PRESERVATION.

18.1. Respondents shall retain, during the implementation of this Consent Agreement and for a minimum of six (6) years thereafter, all data, records, and documents that relate in any way to the implementation of this Consent Agreement or to hazardous waste management and/or disposal at the Facility. This obligation shall not be construed or is not intended to eliminate Respondent's obligation to comply with other 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 the post-closure care period. Respondents 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:

Jose Kou, Chief
Southern California Permitting Branch
Department of Toxic Substances Control
1011 N. Grandview Avenue
Glendale, California 91201

18.2. If Respondents retain or employ any agent, consultant, or contractor for the purpose of complying with the requirements of this Consent Agreement, Respondents will require any such agents, consultants, or contractors to provide

Respondents 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 to afford ease of 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 further agree that the procedures contained in this section are the sole administrative procedures for resolving disputes arising under this Consent Agreement. If Respondents fail to follow the procedures contained in this section, they shall have waived their right to further consideration of the disputed issue.

19.2. If Respondents disagree with any written decision or billing statement issued by DTSC pursuant to this Consent Agreement, Respondents' 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, Respondents may pursue the matter formally by placing their objection in writing. Respondents' written objection must be forwarded to Chief, Southern California Permitting Branch, Hazardous Waste Management Program, Department of Toxic

Substances Control, with a copy to DTSC's Project Coordinator. If the dispute concerns a written decision or billing statement issued by DTSC, then the written objection must be mailed to the Branch Chief within twenty(20) calendar days of Respondents' receipt of DTSC's written decision. Respondents' written objection must set forth the specific points of the dispute and the basis for Respondents' position.

19.4. DTSC and Respondents shall have fourteen (14) calendar days from DTSC's receipt of Respondents' written objection to resolve the dispute through formal discussions. This period may be extended by DTSC for good cause. During such period, Respondents may meet or confer with DTSC to discuss the dispute.

19.5. After the formal discussion period, DTSC will provide Respondents 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 Respondents' failure to comply with any of the requirements of this Consent Agreement. Respondents 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 powers, authorities, rights, or remedies, civil or criminal, that DTSC or Respondents may have under any laws, regulations or common law.

20.2. DTSC reserves the right to disapprove of work performed by Respondents pursuant to this Consent Agreement and to request that Respondents perform additional tasks as may arise under this Consent Agreement.

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 Respondents for costs incurred by the State of California with respect to such actions. DTSC will notify Respondents 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 Respondents are not capable of undertaking any of the work required, DTSC may order Respondents 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 Respondents 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. 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 Respondents with the terms of this Consent Agreement shall not relieve Respondents of their obligations to comply with the Health and Safety Code or any other applicable local, state, or federal law or regulation.

OTHER CLAIMS.

21.0. Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release by DTSC or Respondents 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.

22.0. Respondents 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

23.0. All actions required by this Consent Agreement shall be conducted in accordance with the requirements of all local, state, and federal laws and regulations. Respondents 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. Cost Estimate and Financial Assurance. Pursuant to California Code of Regulations, title 22, section 66265.140, the cost estimate and financial assurance requirements of sections 66265.142-144 and 66265.146-148 apply to owners and operators of hazardous waste facilities that are tank systems required to close as landfills.

_____ 24.2. Post-Closure Respondents' Obligations. Respondents are obligated to pay the fees applicable to facilities under postclosure care. The Facility is categorized as a small post-closure facility for purposes of the fee specified in Health and Safety Code section 25205.7, subdivision (d)(1)(F) and the fee specified in Health and Safety Code section 25205.4, subdivision (c)(9).

_____ 24.3. Respondents shall pay DTSC's costs incurred in the implementation of this Consent Agreement.

24. 4. An estimate of DTSC's costs is attached as Exhibit C showing the amount of \$18,714. It is understood by the parties that this amount is only a cost estimate for the activities shown on Exhibit C 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 Respondents as the work progresses under the Consent Agreement.

24.5. Advance Payment. Respondents shall make an advance payment to DTSC in the amount of \$10,000 within thirty (30) calendar days of the effective date of this Consent Agreement. DTSC will apply its oversight costs against the advance payment. 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, Respondents shall make an advance payment to DTSC which equals at least 25% of each additional cost estimate within thirty calendar (30) days of receiving DTSC's cost estimate.

24.6. DTSC will provide Respondents 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 Respondents do not pay an invoice within sixty (60) calendar days of the date of the billing statement, the amount is subject to interest as provided by Health and Safety Code section 25360.1.

24.7. 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.

24.8. 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.

24.9. 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 Respondents' 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.

24.10. Financial Assurance. Respondents must assure that sufficient monies are available to: implement the corrective measures as specified in Section 9, implement the post-closure plan, and pay costs as outlined in this Section 24. Title 22, California Code of Regulations, sections 66265.140 - 66265.148 set forth the requirements for financial assurance and the various mechanisms available to meet the

requirements. Within thirty (30) calendar days of the effective date of this Consent Agreement, Respondents shall select and procure necessary financial assurance to remain in compliance with the governing Financial Assurance regulations.

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 Chief, Southern California Permitting 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 Respondents' signature. The Acknowledgment will specify that Respondents have 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 Respondents' continuing obligation to preserve all records after the rest of the Consent Agreement is satisfactorily completed according to the terms set forth in section 18 of this Consent Agreement.

OTHER PROVISIONS

27.1 Conflicts. In the event of any conflict between this Consent Agreement and the corrective action workplans or approved Post-Closure Plan, as appropriate, the most stringent provisions shall be controlling.

27.2. Change in Ownership. No change in ownership or corporate or partnership status relating to the Facility shall in any way alter Respondents' responsibility under this Consent Agreement. No conveyance of title, easement, or other interest in the Facility, or a portion of the Facility, shall affect Respondents' obligations under this Consent Agreement. Unless DTSC agrees that such obligations

may be transferred to a third party, Respondents shall be responsible for and liable for any failure to carry out all activities required of Respondents by the terms and conditions of this Consent Agreement, regardless of Respondents' use of employees, agents, contractors, or consultants to perform any such tasks.

27.3. Notice of Contractors and Successors. Respondents shall provide a copy of this Consent Agreement to all contractors, laboratories, and consultants retained to conduct or monitor any portion of the work performed pursuant to this Consent Agreement and shall condition all such contracts on compliance with the terms of this Consent Agreement. Respondents shall give written notice of this Consent Agreement to any successor in interest prior to transfer of ownership or operation of the Facility and shall notify DTSC at least seven (7) calendar days prior to such transfer.

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

27.5. Costs. Respondents are liable for any costs associated with the implementation of this Consent Agreement in accordance with Health and Safety Code section 25187.2.

27.6. Endangerment during Implementation. In the event that DTSC determines

that any circumstances or activity (whether or not pursued in compliance with this Consent Agreement) are creating an imminent or substantial endangerment to the health and welfare of people at the Facility or in the surrounding area or to the environment, DTSC may order Respondents to stop further implementation of this Consent Agreement for such period of time as needed to abate the endangerment. Any deadline in this Consent Agreement directly affected by an Order to Stop Work under this section shall be extended for the term of the Order to Stop Work.

27.7. Liability. Nothing in this Consent Agreement shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondents. Notwithstanding compliance with the terms of this Consent Agreement, Respondents may be required to take further actions as are necessary to protect public health or welfare or the environment.

27.8. Government Liabilities. The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondents or related parties in carrying out activities pursuant to this Consent Agreement, nor shall the State of California be held as a party to any contract entered into by Respondents or their agents in carrying out activities pursuant to the Consent Agreement.

27.9. Additional Enforcement Actions. By issuance of this Consent Agreement,

DTSC does not waive the right to take further enforcement actions.

27.10. Incorporation of Plans and Reports. All plans, schedules, and reports that require Department approval and are submitted by Respondents pursuant to this Consent Agreement are incorporated in this Consent Agreement upon approval by DTSC.

27.11. Penalties for Noncompliance. Failure to comply with the terms of this Consent Agreement may subject Respondents to costs, penalties, and/or punitive damages for any costs incurred by DTSC or other government agencies as a result of such failure, as provided by Health and Safety Code section 25188 and other applicable provisions of law.

27.12. This Consent Agreement is not intended to be nor shall it be construed to be a permit. Compliance by Respondents with the terms of this Consent Agreement shall not relieve Respondents of their obligations to comply with the Health and Safety Code or any other applicable local, state, or federal law or regulation.

27.13. Integration. This Consent Agreement constitutes the entire agreement between the Parties and may not be amended, supplemented or modified, except as provided in this agreement.

27.14. Rescission. The Department may rescind and replace this Consent Agreement by issuing a post-closure permit for the post-closure facility pursuant to Health and Safety Code section 25247(g). Respondents' failure to submit any

information required in connection with this Consent Agreement, or falsification and/or misrepresentation of any submitted information, is grounds for rescission of this Consent Agreement.

27.15. Parties Bound. This Consent Agreement shall apply to and be binding upon Respondents, and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations.

27.16. Submittal Summary. Below is a summary of the major reporting requirements contained in this Consent Agreement. The summary is provided as a general guide and does not contain all requirements. Please refer to the specific language of this Consent Agreement for all the requirements.

<u>Section</u>	<u>Action</u>	<u>Due Date</u>
1.13	Implement approved Workplans	In accordance with schedules contained in approved Workplans
3.0	Designate Project Coordinator and notify DTSC in writing	14 days from effective date of Consent Agreement
4.2.3	Submit Post-closure Permit Application (including Post-closure Plan)	90 days from effective date of Consent Agreement
5.2	Notify DTSC orally of potential threats to human health	48 hours after discovery

5.2	Notify DTSC in writing of potential threats to human health	10 days after discovery
5.0	Submit Current Conditions Report	90 days from effective date of Consent Agreement
5.3	Submit Interim Measures Workplan Health and Safety Plan, and Public Involvement Plan	90 days after written request by DTSC
6.1	Submit RFI Workplan, Public Involvement Plan and Health and Safety Plan	90 days after written notification by DTSC
6.7	Submit Risk Assessment Workplan	90 days after DTSC determines Risk Assessment is required
7.2	Submit CMS Workplan	90 days after approval or disapproval of RFI Report or after a written request by DTSC
9.1	Submit CMI Workplan	90 days after receipt of notification of DTSC selection of a corrective measure
12.1	Submit first Progress Report	10 th day of the month following the effective date of Consent Agreement
12.1	Submit Progress Reports	Quarterly
13.0	Notify DTSC in writing of contractors to carry out terms of Consent Agreement	14 days from effective date of Consent Agreement
16.3	Notify DTSC of when field work starts	7 days before each phase of field work

ATTACHMENTS AND EXHIBITS

28.0. Attachments and Exhibits. All attachments and exhibits to this Consent Agreement are incorporated herein by this reference. _____

EFFECTIVE DATE

29.0. 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.

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

DATE: 3/2/05

//original signed by//

Jose Kou, Branch Chief

Southern California Permitting Branch

Department of Toxic Substances Control

DATE: 2/26/05

//original signed by//

Jerry Ulrich, President

American Labs, Inc.

List of Exhibits and Attachments:

Exhibit A - Assessor's Parcel Map

Exhibit B - SWMU map

Exhibit C - Estimate of Costs

Attachment 1 - Scope of Work, Interim Measures

Attachment 2 - Scope of Work, Health and Safety Plan

Attachment 3 - Scope of Work, Community Profile Outline for American Labs, Inc.

Attachment 4 - Scope of Work, RFI

Attachment 5 - Scope of Work, CMS

Attachment 6 - Scope of Work, CMI

Attachment 7 - Scope of Work, Progress Reports

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.