

STATE OF CALIFORNIA  
 ENVIRONMENTAL PROTECTION AGENCY  
 DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:	)	Docket No. _____
	)	
	)	Clean Loans and Environmental
	)	Assistance to Neighborhoods Program
	)	(CLEAN) Response Action Agreement
[PROPERTY NAME]	)	
	)	Health and Safety Code
	)	Section 25355.5(a)(1)(C)
Borrower	)	and Section 25395.25(b)
[NAME]	)	
[ADDRESS]	)	
	)	

I.  
 INTRODUCTION.

1.1 **Parties.** The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this Cleanup Loans and Environmental Assistance to Neighborhoods Program (CLEAN) Response Action Agreement (Agreement) with [NAME OF BORROWER] (Borrower).

1.2 **Property.** This Agreement applies to the property located at [Property Address, City, County], California [Zip Code]. [Alternate language for use if the property does not have an address and is identified by intersections or other descriptive phrases: The Property consists of (narrative description of Property).] The property consists of \_\_\_ acres and is identified by Assessor's Parcel number(s) \_\_\_\_\_. A diagram of the property and a location map are attached as Exhibit A and Exhibit B.

1.3 **Jurisdiction.** This Agreement is entered into by DTSC and Borrower pursuant to Health and Safety Code (H&SC) section 25355.5(a)(1)(C) and section 25395.25(b).

1.3.1 H&SC section 25355.5(a)(1)(C) authorizes DTSC to enter into an enforceable agreement with Borrower to oversee the characterization and cleanup of a Property.

1.3.2 H&SC section 25395.25(b) requires that the recipient of a loan under the Cleanup Loans and Environmental Assessment to Neighborhoods Program enter into an agreement with DTSC for the oversight and approval of response actions at the Property.

1.4 **Purpose.** Borrower has applied for a loan from the Cleanup Loans and Environmental Assistance to Neighborhoods Account. Borrower must enter into an agreement with DTSC for the oversight and approval of response actions at the Property as a condition of the loan. The purpose of

this Agreement is for Borrower to perform all actions necessary to respond to the release or threatened release of hazardous materials at the Property, subject to the oversight and approval of DTSC.

## II. BACKGROUND

2.1 Ownership. The Property is owned by [PROPERTY OWNER]. [If property consists of more than one parcel, identify the owners of each parcel.]

2.2 Substances Found at the Property. [INCLUDE, IF KNOWN] Reports, containing the results of environmental media sampling conducted at the Property, indicate that the [LIST MEDIA] is contaminated with hazardous materials, including [LIST CONTAMINANTS]. The Preliminary Endangerment Assessment (PEA) (hereinafter referred to as PEA) or equivalent documents indicate that response actions are needed at the property.

2.3 Physical Description.  
[BRIEFLY DESCRIBE PROPERTY, PROPERTY SIZE, AND THE GENERAL AREA, NOTING ANY DISTINGUISHING PHYSICAL FEATURES, SUCH AS SURFACE WATER BODIES, BUILDINGS, VACANT LOT, ETC.]

2.4 Property History.  
[BRIEFLY DESCRIBE THE HISTORICAL USES OF THE PROPERTY, INCLUDING ANY HAZARDOUS MATERIALS/WASTE HANDLING, STORAGE OR DISPOSAL AREAS, IF KNOWN.]

## III. AGREEMENT

3.0 IT IS HEREBY AGREED THAT DTSC will provide review and oversight of the response activities conducted by the Borrower in accordance with the Scope of Work contained in Exhibit C. The Borrower shall conduct the activities in the manner specified herein and in accordance with the schedule specified in Exhibit E. All work shall be performed consistent with H&SC section 25300 et seq., as amended; the National Contingency Plan (40 Code of Federal Regulations (CFR) Part 300), as amended; U.S. EPA and DTSC Superfund guidance documents regarding site investigation and remediation. Where applicable, work shall also be performed consistent with Chapter 6.5, Division 20 of the Health and Safety Code (commencing with Section 25100 et seq.).

3.1 Scope of Work and DTSC Oversight. DTSC shall review and provide Borrower with written comments on all Borrower deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. DTSC's completion of activities described above shall constitute DTSC's complete performance under this Agreement.

3.2 Agreement Managers. [BRANCH CHIEF NAME, TITLE] is designated by DTSC as its Manager for this Agreement. [BORROWER S PROJECT MANAGER] is assigned by Borrower as Manager for this Agreement. Each Party to this Agreement shall provide at least ten (10) days advance written notice to the other of any change in its designated manager.

3.3 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective parties at the following addresses in a manner that produces a record of the sending of the notice, document or communication such as certified mail, overnight delivery service, facsimile transmission or courier hand delivery service:

3.3.1 To DTSC:  
[REGIONAL BRANCH CHIEF NAME]  
Attn: [PROJECT MANAGER]  
Site Mitigation Program  
Department of Toxic Substances Control  
[REGIONAL OFFICE ADDRESS]

3.3.2 To the Borrower:  
[NAME, TITLE]  
[COMPANY]  
[ADDRESS]

3.3.3 To the Property Owner: [OPTIONAL]  
[INCLUDE IF DIFFERENT FROM BORROWER]

3.4 DTSC Review and Approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) Return comments to Borrower with recommended changes; or (b) Modify the document as deemed necessary and approve the document as modified.

3.5 Communications. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to Borrower in writing by DTSC's Agreement Manager or his/her designee. No informal advice, guidance, or suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by Borrower shall be construed to relieve Borrower of the obligation to obtain such written approvals.

3.6 Endangerment During Implementation. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Property or in the surrounding area or to the environment, DTSC may order Borrower to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.

3.7 Liability for Costs. Borrower is liable for all of DTSC's costs that have been incurred in taking response actions at the Property (including costs of overseeing response actions performed by the Borrower and costs to be incurred in the future).

3.7.1. Response Actions Subject to the CLEAN Loan and to this Agreement. Notwithstanding Borrower's liability for DTSC's costs, Borrower is not responsible for paying DTSC's costs associated with the oversight of response actions at the Property that are subject to the CLEAN Loan and this Agreement, if DTSC determines that there are sufficient funds in the Cleanup Loans and Environmental Assistance to Neighborhoods Account established pursuant to Health and Safety Code section 25395.20 (b) (Account) to reimburse DTSC for its oversight costs. If DTSC determines that the Account has insufficient funds to pay for the costs associated with the oversight of

response actions subject to the CLEAN Loan and this Agreement, Borrower shall pay DTSC for all of these costs.

3.7.2. Response Actions Not Subject to the CLEAN Loan but Subject to this Agreement. If the Borrower performs response actions on the Property that are not subject to the CLEAN loan but are subject to this Agreement, the Borrower shall pay DTSC for all of DTSC's costs associated with those response actions. If the Borrower performs response actions under this Agreement on a portion of the Site that is not the Property, the Borrower shall pay DTSC for all of DTSC's costs associated with those response actions. Response actions performed on the Property but not subject to the CLEAN loan, and response actions performed on a portion of the site that is not on the Property, shall also be included in Exhibit C. Exhibit C shall be modified to reflect those activities.

3.8. Payment of Costs. DTSC may bill Borrower for costs incurred in taking response actions at the Property prior to the effective date of this Agreement. DTSC will bill Borrower quarterly for its response costs incurred after the effective date of this Agreement for those response actions not addressed by the CLEAN Loan but subject to this Agreement, if applicable. In addition, in the event that DTSC determines that funds in the Account are insufficient, as outlined in Section 3.7, DTSC will bill Borrower quarterly for its response costs incurred after the effective date of this Agreement. Borrower shall pay DTSC within sixty (60) days of receipt of any DTSC billing. Any billing not paid within sixty (60) days is subject to interest calculated from the date of the billing pursuant to Health and Safety Code section 25360.1. All payments made by Borrower pursuant to this Agreement shall be by cashier's or certified check made payable to DTSC, and shall bear on the face, the project code of the Property (Property \_\_\_\_\_) and the Docket number of the Agreement. Payments shall be sent to:

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

A photocopy of all payment checks shall also be sent to the person designated by DTSC to receive submittals under this Agreement.

3.9 Project Coordinator. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified project coordinator with expertise in hazardous materials site cleanup. Borrower shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate expertise in hazardous materials site cleanup, the resume of the coordinator. Borrower shall promptly notify DTSC of any change in the identity of the Project Coordinator. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

3.10 Access. Borrower shall provide or obtain access to the Property and offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the

authority to enter and move freely about all property at the Property at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Property; reviewing the progress of Borrower in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by Borrower.

3.11 Sampling, Data and Document Availability. When requested by DTSC, Borrower shall make available to DTSC, and shall provide copies of, all data and information concerning contamination at the Property, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement.

3.12 Notification of Field Activities. Borrower shall inform DTSC at least seven (7) days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Borrower pursuant to this Agreement.

3.13 Notification of Environmental Condition. Borrower shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the onset of such a condition, Borrower shall furnish a report to DTSC, signed by Borrower's Agreement Manager, setting forth the events which occurred and the measures taken in the response thereto.

3.14 Preservation of Documentation. Borrower shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by Borrower for a minimum of six (6) years after the conclusion of all activities carried out under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, Borrower shall either comply with that request, deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. Borrower shall notify DTSC in writing at least ninety (90) days prior to the expiration of the six-year minimum retention period before destroying any documents prepared pursuant to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six year period, the related records shall be retained until the completion and resolution of all issues arising therefrom or until the end of the six-year period, whichever is later.

3.15 Amendments. This Agreement may be amended or modified solely upon written consent of all parties. Such amendments or modifications may be proposed by any party and shall be effective the third business day following the day the last party signing the amendment or modification sends its notification of signing to the other party. The parties may agree to a different effective date.

3.16 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

3.17 Time Periods. Unless otherwise specified, time periods begin from the date this Agreement is fully executed, and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

3.18 Borrower Liabilities. Nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of Borrower's past, current, or future operations. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at

any other location of substances removed from the Property.

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

3.20 Third Party Actions. In the event that Borrower is a party to any suit or claim for damages or contribution relating to the Property to which DTSC is not a party, Borrower shall notify DTSC in writing within ten (10) days after service of the complaint in the third-party action.

3.21 Reservation of Rights. DTSC and Borrower reserve the following rights.

3.21.1 Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

3.21.2 Nothing in this Agreement shall constitute or be construed as a waiver of Borrower's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that Borrower may have against any "person", as defined in Section 101(21) of CERCLA, or H&SC section 25319, that is not a signatory to this Agreement.

3.21.3 By entering into this Agreement, Borrower does not admit to any fact, fault or liability under any statute or regulation.

3.22 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Borrower from complying with all applicable laws and regulations, and the Borrower shall conform all actions required by this Agreement with all applicable federal, state and local laws and regulations.

3.23 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

3.24 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

3.25 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon each signatory and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. No change in the ownership or corporate or business status of any signatory, or of the facility or Property shall alter any signatory's responsibilities under this Agreement.

3.26 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

3.27 Representative Authority. Each undersigned representative of the parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the parties to this Agreement.

3.28 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

\_\_\_\_\_ Date: \_\_\_\_\_  
[Division or Branch Chief]  
Site Mitigation Program  
Department of Toxic Substances Control

\_\_\_\_\_ Date: \_\_\_\_\_  
[BORROWER NAME, TITLE]

## EXHIBITS

A - PROPERTY DIAGRAM

B - PROPERTY LOCATION MAP

C - SCOPE OF WORK

D - CALENDAR OF TASKS AND SCHEDULE



## EXHIBIT C

### SCOPE OF WORK

The following Tasks will be completed as part of this Agreement:

[INCLUDE ONLY THOSE TASKS OR PORTIONS OF THE TASKS WHICH ARE RELEVANT AND RENUMBER THE TASKS ACCORDINGLY] All tasks must be included that are needed to complete all necessary response actions at the property.

For example, if you are conducting:

- 1) A remedial investigation/feasibility study (RIFS), you would use tasks 1, 3, 4, 5, 13.1 through 13.5 and include the tasks in item 2 below (if applicable).
- 2) A Removal Action through cleanup, you would use tasks 1, possibly 2 (if not deleted), possibly 3 (if additional site characterization is necessary), 5, 6, 8, 10, 12, 13.1 through 13.9, possibly 14 and 15, 16, 17, and 18.
- 3) A Remedial Action Plan through cleanup, you would use tasks 1, possibly 2 (if not deleted), 5, 7, 8, 9, 11, 13.1 through 13.9, possibly 14 and 15, 16, 17, 18 and 19.
- 4) An RIFS through cleanup, use all tasks in 1) and 3) above that are applicable.

[RECIPIENTS OF CLEAN LOANS MUST COMPLETE ALL NECESSARY RESPONSE ACTIONS FOR A PROPERTY. THE SCOPE OF WORK MUST INCLUDE ALL TASKS NEEDED TO COMPLETE THE CLEANUP, INCLUDING OPERATION AND MAINTENANCE (O&M) AND DEED RESTRICTIONS (IF APPLICABLE). SOME PROPERTIES WILL REQUIRE THE FULL CLEANUP PROCESS, E.G., RIFS RAP DESIGN IMPLEMENTATION O&M AND DEED RESTRICTIONS. OTHERS MAY GO DIRECTLY TO CLEANUP FROM THE PRELIMINARY ENDANGERMENT ASSESSMENT, E.G., RAW DESIGN IMPLEMENTATION O&M AND DEED RESTRICTIONS (IF APPLICABLE). ALL PROPERTIES SHOULD INCLUDE REMOVAL ACTIONS, TASK 5].

#### TASK 1.

Submittal of Existing Data. Borrower will submit to DTSC all background information, sample analysis results, environmental assessment reports, and any other information pertinent to the hazardous material management and/or release, characterization and Cleanup of the Property. DTSC will review the information, identify areas and media of concern, and determine the additional work, if any, required to complete the investigation/remediation of the Property.

## TASK 2.

Review of Property Remediation. DTSC shall review data and reports submitted by Borrower to determine if remediation conducted without DTSC oversight was protective of human health and the environment. The information submitted by Borrower shall be reviewed for conformance with DTSC standards for quality assurance/quality control, property investigations, and property remediation. Subsequent to its review, DTSC will either issue comments to Borrower describing deficiencies of the remediation or make a determination that No Further Action is required at the Property.

## TASK 3.

### Sampling and Analysis

3.1 Sampling and Analysis Workplan. Borrower will submit a workplan that describes the activities proposed to characterize soil and groundwater contamination associated with the Property. The workplan should also include a Property health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule.

3.2 Borrower will begin implementation of the approved workplan in accordance with the approved implementation schedule. DTSC may provide oversight of workplan implementation.

### 3.3 Property Characterization Report.

Borrower will submit a Property Characterization Report that at a minimum presents the data, summarizes the findings of the investigation, validates all data, and includes recommendations and conclusions.

## TASK 4.

Remedial Investigation/Feasibility Study (RI/FS). The RI/FS shall be conducted consistent with the U.S. Environmental Protection Agency's Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," October 1988, (EPA/540-G-89/004).

### 4.1 Remedial Investigation/Feasibility Study Objectives

The objectives of the RI/FS are to:

- (a) Characterize the extent of hazardous materials contamination at the Property;
- (b) Identify existing and potential migration pathways, including the direction, rate and dispersion of contaminant migration;
- (c) Analyze the baseline risks to help determine the need for action at the Property;
- (d) Determine levels of chemicals that can remain onsite and still be adequately protective of human health; and
- (e) Evaluate feasible remedial alternatives.

### 4.2 Remedial Investigation/Feasibility Study Workplan

Borrower shall prepare an RI/FS Workplan which will include: [CHOOSE AND LIST THOSE PLANS DESCRIBED IN TASKS 3.1, 17 AND 18 WHICH ARE APPROPRIATE] and an implementation schedule.

### 4.3 Remedial Investigation Report.

Borrower shall prepare a Remedial Investigation (RI) report in which summarizes the results of the remedial investigation, including reduction, presentation and interpretation of all data and information generated and/or compiled during the remedial

investigation. The RI report will contain:

- (a) Property Background Information, including Physical Characteristics and Property History
- (b) Sources of Contamination
- (c) Summary of Investigation, discuss all media investigated (i.e., Soil, Geology, Groundwater, Surface Water, Air, Biota)
- (d) Nature and Extent of Contamination

#### 4.4 Baseline Human Health and Ecological Risk Assessment.

A scoping meeting shall be held to discuss how the risk assessment will be conducted for this property. Borrower shall conduct human health and ecological risk assessments for the property that meet the requirements of H&SC section 25356.1.5(b). Borrower shall submit a Baseline Human Health and Ecological Risk Assessment Report [within 30 days of submittal of the RI Report or as agreed upon by DTSC and Borrower] from the submittal of the RI Report. The report shall be prepared consistent with U.S. EPA and DTSC guidance and regulations, including as a minimum: Risk Assessment Guidance for Superfund, Volume 1; Human Health Evaluation Manual, December 1989; Superfund Exposure Assessment Manual, April 1988 or as amended; Risk Assessment Guidance for Superfund, Volume 2, Environmental Evaluation Manual, March 1989 or as amended; and all other related or relevant policies, practices and guidelines of the California Environmental Protection Agency and policies, practices and guidelines developed by U.S. EPA pursuant to 40 CFR 300.400 et seq. The Baseline Human Health and Ecological Risk Assessment Report shall include the following components:

- (a) Contaminant Identification. Characterization data shall identify contaminants of concern for the risk assessment process.
- (b) Environmental Evaluation. An ecological assessment consisting of:
  - (1) Identification of sensitive environments and rare, threatened, or endangered species and their habitats; and
  - (2) As appropriate, ecological investigations to assess the actual or potential effects on the environment and/or develop remediation criteria.
- (c) Exposure Assessment. The objectives of an exposure assessment are to identify actual or potential exposure pathways, to characterize the potentially exposed populations, and to determine the extent of the exposure. Exposed populations may include industrial workers, residents, and subgroups that comprise a meaningful portion of the general population, including, but not limited to, infants, children, pregnant women, the elderly, individuals with a history of serious illness, or other subpopulations, that are identifiable as being at greater risk of adverse health effects due to exposure to hazardous materials than the general population.
- (d) Toxicity Assessment. Borrower shall evaluate the types of adverse health or environmental effects associated with individual and multiple chemical exposures; the relationship between magnitude of exposures and adverse effects; and related uncertainties such as the weight of evidence for a chemical's potential carcinogenicity in humans.

- (e) Risk Characterization. Risk characterization shall include the potential risks of adverse health or environmental effects for each of the exposure scenarios derived in the exposure assessment.

4.5 Feasibility Study Report. Borrower shall prepare a Feasibility Study (FS) report for the Property which summarizes the results of the feasibility study, including the following:

- (a) Description of the Current Situation
- (b) Description of Remedial Action Technologies
- (c) Screening of Remedial Action Technologies
- (d) Analysis of Remedial Action Alternatives
- (e) Recommended Remedial Action

#### TASK 5.

Removal Actions. Borrower shall undertake removal actions, if DTSC determines that they are necessary to mitigate the release of hazardous materials at or emanating from the Property. DTSC may require Borrower to submit a workplan that includes an implementation schedule for DTSC's approval. A removal action workplan (Task 6) may be required. Either DTSC or Borrower may identify the need for removal actions. [Optional: add specific directions on workplans to be submitted -

Workplans for implementing the following removal actions shall be submitted as agreed upon by DTSC and Borrower.

Guidance: Removal Actions to consider including in the scope of work are listed below. There may be others applicable for the property or it may not be necessary to include specific actions.

- (a) Fence and Post. [Some Properties should be fenced and posted. OPP #89-1, Draft #2 provides guidance on issuing Fence and Post Orders].
  1. Within [30-60] days of the effective date of this Agreement, Borrower shall install a fence in accordance with the specifications attached as Exhibit \_\_\_. The fence shall secure, at a minimum, the areas specified on the Property map (Exhibit \_\_).
  - 2) Within [30-60] days of the effective date of this Agreement, Borrower shall install signs which are visible from the area surrounding the contaminated Property and posted at each route of entry into the Property, including those routes likely to be used by unauthorized persons. Such routes of entry include: access roads leading to the Property, and facing rivers, creeks, lakes or other waterways which may provide a route of access to the Property. The signs shall be in accordance with the specifications attached as Exhibit \_\_\_.
  - 3) The fence and signs shall be constructed of materials able to withstand the elements and shall be continuously maintained for as long as DTSC determines it to be necessary in order to protect public health and safety and the environment.

- (b) Drainage Control.
- (c) Stabilization of Structures.
- (d) Interim Capping. The following areas shall be capped with impermeable materials to limit direct human contact with contaminated soil and limit infiltration of rainwater.
- (e) Chemical Stabilization. [This section describes the required use of chemicals or other materials that would reduce the spread of the release. Examples include a polymer coating to stop dust migration and stabilization chemicals to stop the migration of the chemical from soil to groundwater. These actions may be an alternative to capping].
- (f) Contaminated Soil Removal.
- (g) Containerized Waste Removal.
- (h) Alternative Water Supply.
- (i) Interim Groundwater Extraction.]

TASK 6.

Removal Action Workplan. If DTSC determines a removal action is appropriate, Borrower will prepare a Removal Action Workplan (RAW) in accordance with Health and Safety Code sections 25323.1 and 25356.1. The Removal Action Workplan will include:

- (a) a description of the onsite contamination;
- (b) the goals to be achieved by the removal action;
- (c) an analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implement ability and cost;
- (d) administrative record list; and
- (e) a statement that the RAW serves as an equivalent document to the Engineering Evaluation/Cost Analysis document required by the National Contingency Plan.

If the proposed removal action does not meet the requirements of Health and Safety Code section 25356.1(h), Borrower will prepare a Remedial Action Plan (RAP) in accordance with Health and Safety Code section 25356.1(c) for DTSC review and approval.

TASK 7.

Remedial Action Plan. If DTSC determines the final remedy cannot be implemented under a Removal Action Workplan, Borrower will prepare a Remedial Action Plan (RAP) in accordance with the standards and requirements set forth in Health and Safety Code section 25356.1. The RAP is

based on the approved RI and FS Reports and sets forth in detail appropriate steps to remedy soil, surface water and groundwater contamination at the Property and adjacent areas. In addition, the RAP shall contain a schedule for implementation of all proposed removal and remedial actions.

TASK 8.

California Environmental Quality Act (CEQA). Based on the results of the draft Initial Study, DTSC will prepare the necessary CEQA documents. If required, Borrower shall submit the information necessary for DTSC to prepare these documents.

TASK 9.

Remedial Design and Implementation Plan. Borrower will prepare and submit a Remedial Design and Implementation Plan (RDIP) in accordance with the agreed upon schedule contained in the approved RAP. The RDIP shall contain:

- (a) technical and operational plans and engineering designs for implementation of the approved remedial or removal action alternative(s);
- (b) a schedule for implementing the construction phase;
- (c) a description of the construction equipment to be employed;
- (d) a site specific hazardous waste transportation plan (if necessary);
- (e) the identity of any contractors, transporters and other persons conducting the removal and remedial activities for the Property;
- (f) post-remedial sampling and monitoring procedures for air, soil, surface water and groundwater;
- (g) operation and maintenance procedures and schedules; and
- (h) a health and safety plan.

TASK 10.

Implementation of Final Removal Action Workplan. Upon DTSC approval of the final Removal Action Workplan (RAW), Borrower shall implement the removal action, as approved. Within thirty (30) days of completion of field activities, Borrower shall submit an Implementation Report documenting the implementation of the final RAW.

TASK 11.

Implementation of Final RAP. Upon DTSC approval of the RDIP and schedule, Borrower shall implement the final RAP as approved in accordance with the approved RDIP and schedule.

TASK 12.

Changes During Implementation of the Final RAP/RAW. During implementation of the final RAW or RAP and RDIP, DTSC may specify such additions, modifications and revisions to the RAW or RDIP as deemed necessary to protect human health and safety or the environment or to implement the RAW or RAP.

TASK 13.

Public Participation/Community Relations.

13.1 Borrower shall work cooperatively with DTSC in providing an opportunity for meaningful public participation in response actions. Any such public participation activities shall be conducted in accordance with H&SC sections 25356.1 and 25358.7 and DTSC's most current Public Participation Policy and Guidance Manual, and shall be subject to DTSC's review and approval.

13.2 Borrower, in coordination with DTSC, shall conduct a baseline community survey and develop a Public Participation Plan (PPP) which describes how, under the Agreement, the public and adjoining community will be kept informed of activities conducted at the Property and how Borrower will be responding to inquiries from concerned citizens. Major steps in developing a PPP are as follows:

- (a) Develop proposed list of interviewees;
- (b) Schedule and conduct community interviews; and
- (c) Analyze interview notes, and develop objectives.

13.3 Borrower, in coordination with DTSC, shall conduct the baseline community survey and submit the PPP for DTSC's review within [40] days of the effective date of this Agreement.

13.4 Borrower shall implement any of the public participation support activities identified in the PPP at the request of DTSC. DTSC retains the right to implement any of these activities independently. These activities include, but are not limited to, development and distribution of fact sheets; public meeting preparations; and development and placement of public notices.

13.5 Borrower shall develop and submit fact sheets to DTSC for review and approval when specifically requested by DTSC. Borrower shall be responsible for printing and distribution of fact sheets upon DTSC approval using the approved community mailing list.

13.6 Borrower shall publish, in a major local newspaper(s), a public notice announcing the availability of the RAW/RAP for public review and comment. The public comment period shall last a minimum of thirty (30) days.

13.7 DTSC may require that Borrower hold at least one public meeting to inform the public of the proposed activities and to receive public comments on the RAW/RAP.

13.8 Within two (2) weeks of the close of the public comment period, Borrower shall prepare and submit to DTSC a draft response to the public comments received.

13.9 If appropriate, Borrower will revise the RAW/RAP on the basis of comments received from the public, and submit the revised RAW/RAP to DTSC for review and approval. Borrower will also notify the public of any significant changes from the action proposed in the RAW/RAP.

TASK 14.

Land Use Restrictions. The parties agree that land use restrictions (also known as deed restrictions) may be necessary to insure full protection of the environment and human health. If applicable, DTSC will require such land use restrictions in the Final RAW/RAP. Borrower agrees to sign and record the land use restrictions approved by DTSC. If Borrower is not the current landowner, Borrower agrees to secure recordation by the landowner of such land use restrictions approved by DTSC.

TASK 15.

Operation and Maintenance (O&M). Borrower shall comply with all operation and maintenance requirements in accordance with the final RAW, final RAP and/or RDIP. Borrower shall enter into an O&M Agreement, which includes financial assurance, with DTSC prior to certification of the Property.

TASK 16.

Discontinuation of Remedial Technology. Any remedial technology employed in implementation of the final RAP/RAW shall be left in place and operated by Borrower until and except to the extent that DTSC authorized Borrower in writing to discontinue, move or modify some or all of the remedial technology because Borrower has met the criteria specified in the final RAW/RAP for its discontinuance, or because the modifications would better achieve the goals of the final RAW/RAP.

TASK 17.

Quality Assurance/Quality Control (QA/QC) Plan. All sampling and analysis conducted by Borrower under this Agreement shall be performed in accordance with a QA/QC Plan submitted by Borrower and approved by DTSC. The QA/QC Plan will describe:

- (a) the procedures for the collection, identification, preservation and transport of samples;
- (b) the calibration and maintenance of instruments;
- (c) the processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to Health and Safety Code section 25198; and
- (d) how the data obtained pursuant to this Agreement will be managed and preserved in accordance with the Preservation of Documentation section of this Agreement.

TASK 18.

Health and Safety Plan. Borrower will submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192 and DTSC guidance, which covers all measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the Property and the general public from exposure to hazardous waste, substances or materials. The Health and Safety Plan should describe the specific personnel, procedures and equipment to be utilized.



EXHIBIT D

Calendar of Tasks and Schedule

TASK

SCHEDULE

Doc. Name: vca2.wpd