

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:

Carpenter Special Products  
Corporation  
1717 Cuyamaca Street  
El Cajon, California 92020

Respondent.

Docket: SRPD02/03SCC-1303

CORRECTIVE ACTION  
CONSENT AGREEMENT

Health and Safety Code  
Sections 25187, 25200.3(c)(3)  
and 25200.14

INTRODUCTION

1. The Department of Toxic Substances Control (DTSC) and Carpenter Special Products Corporation (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code section 25200.14 which authorizes DTSC to require further investigation to determine the existence and extent of a release or potential release of hazardous waste or constituents into the environment and Health and Safety Code sections 25187 and 25200.3(c)(3) which authorize DTSC to require remediation of any such release when deemed necessary.

1.2. The parties enter into this Consent Agreement to perform the work described in this Consent Agreement.

1.3. Respondent **operates the facility** located at 1717 Cuyamaca Street, El Cajon, California (Facility).

1.4. Respondent engages in the management of hazardous waste pursuant to a Conditional Authorization issued by DTSC on March 29, 1993.

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

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

1.7. Except as provided in the Dispute Resolution provision of this Consent Agreement, Respondent waives any right to request a hearing on this Consent Agreement pursuant to Health and Safety Code section 25187.

### FINDINGS OF FACT

2.1. Respondent worked under the San Diego County Department of Environmental Health's (DEH) oversight pursuant to a voluntary assistance program in the early and mid 1990's to investigate potential concerns associated with the Degreasing Room operations. Respondent also worked under DEH's oversight to close the Vapor Degreasing Chamber in 2003.

2.2. On December 19, 1996, Respondent submitted a Phase I Environmental Assessment pursuant to Health and Safety Code section 25200.14.

2.3. On April 4, 2003, DTSC conducted a site inspection of the Facility. Based on the site inspection and the information available to DTSC, DTSC concludes that further investigation is needed to determine the nature and extent, if any, of release of hazardous waste or hazardous waste constituents in the following SWMUs and/or AOCs:

SWMU 1 – Satellite Accumulation Area  
SWMU 2 – Building 7 (Hazardous Material & Hazardous Waste Storage)  
SWMU 3 – Building 6 (Fixed treatment unit ID# 73902201)  
SWMU 4 – Area potentially impacted by 1983 release  
SWMU 5 - Fixed Treatment Unit ID # 73902202  
SWMU 6 – Degreasing Room  
SWMU 7 – Mega Mill  
AOC 1 – 14 Monitoring Wells

2.3. The hazardous waste and hazardous waste constituents of concern at the Facility are solvents, metals, and acids.

2.4. Hazardous wastes or hazardous waste constituents **may** have migrated or may migrate from the Facility into the environment through the following pathways: subsurface soils, groundwater, and vapor.

### PROJECT COORDINATOR

3.1. For the purposes of implementing the work required by this Consent Agreement, DTSC and Respondent shall each designate a Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence. All communications between Respondent and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators. Each party may change its Project Coordinator with at least seven days prior written notice, unless such prior written notice is not feasible and in which case, written notice shall be provided as soon as feasible.

3.2. Unless DTSC or Respondent provides written notice within 14 working days of the effective date of this Consent Agreement, the Project Coordinators shall be as follows:

For DTSC:

Mr. Edward Cieslak  
Tiered Permitting and Corrective Action Branch  
Hazardous Waste Management Program  
Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, California 90630  
(714) 484-5355

For Respondent:

Mr. William H. Fender  
Environmental Affairs Manager  
Carpenter Special Products Corporation  
P.O. Box 609036  
San Diego, California 92160-9036  
(619) 596-4314

#### WORK TO BE PERFORMED

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

#### INTERIM MEASURES (IM)

5.1. Respondent shall evaluate available data and assess the need for interim measures. 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. Within 60 days of the effective date of this Consent Agreement, Respondent shall submit a Current Conditions Report to DTSC. The Current Conditions Report is subject to approval by DTSC and shall be developed in a manner consistent with the Scope of Work for a Facility Investigation contained in Attachment 1. The Current Conditions Report shall contain an assessment of interim measures. The assessment must include both previously implemented interim measures and other interim measures that could be implemented at the Facility as necessary to control or abate immediate threats to human health and/or the environment. 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 RCRA Facility Investigation. DTSC will review the Respondent's assessment and determine which interim measures, if any, Respondent will implement at the Facility. If deemed appropriate by DTSC, such determination may be deferred until additional data are collected.

5.3. If at any time Respondent identifies an immediate threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents to the environment, or discovers new solid waste management units not previously identified, Respondent shall notify DTSC Project Coordinator orally within 48 hours of discovery and notify DTSC in writing within 10 days of discovery summarizing the findings, including the immediacy and magnitude of the threat to human health and/or the environment. Within 30 days of receiving DTSC's written request, Respondent shall submit to DTSC an IM Workplan for approval. The IM Workplan shall address any newly identified threat and/or release(s) as provided by this paragraph and shall, as appropriate, include a schedule for submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. The IM Workplan, IM Operation and Maintenance Plan, and IM Plans and Specifications shall be developed in a manner consistent with the Scope of Work for Interim Measures Implementation contained in Attachment 2. If DTSC determines that immediate action is required, DTSC Project Coordinator may orally authorize the Respondent to act prior to DTSC's receipt of the IM Workplan.

5.4. If DTSC identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or discovers new solid waste management units not previously identified, DTSC will notify Respondent in writing. Within 30 days of receiving DTSC's written notification, Respondent shall submit to DTSC for approval an IM Workplan. The IM Workplan shall address any newly identified threat and/or release(s) as provided by this

paragraph and shall, as appropriate, include a schedule for submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. The IM Workplan, IM Operation and Maintenance Plan, and IM Plans and Specifications shall be developed in a manner consistent with the Scope of Work for Interim Measures Implementation contained in Attachment 2. If DTSC determines that immediate action is required, DTSC Project Coordinator may orally authorize Respondent to act prior to receipt of the IM Workplan.

5.5. All IM Workplans shall ensure that the Interim Measures are designed to mitigate current or potential threats to human health and/or the environment, and should, to the extent practicable, be consistent with the objectives of, and contribute to the performance of, any remedy which may be required at the Facility.

5.6. Concurrent with the submission of an IM Workplan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety Plan contained in Attachment 3.

5.7. Based on the information provided in an IM Workplan, DTSC may conduct a Baseline Community Survey to determine what, if any, public participation activities are required.

#### FACILITY INVESTIGATION (FI)

6.1. Within 60 days of the effective date of this Consent Agreement, Respondent shall submit to DTSC a Current Conditions Report and a Workplan for a Facility Investigation ("FI Workplan"). The Current Conditions Report and FI Workplan are subject to approval by DTSC and shall be developed in a manner consistent with the Scope of Work for a Facility Investigation contained in Attachment 1. DTSC will review the Current Conditions Report and FI Workplan and notify Respondent in writing of DTSC's approval or disapproval.

6.2. To the extent applicable, the FI Workplan shall detail the methodology to: (1) gather data needed to make decisions on interim measures/ stabilization during the early phases of the RCRA Facility Investigation; (2) identify and characterize all sources of contamination; (3) define the nature, degree and extent of contamination; (4) define the rate of movement and direction of contamination flow; (5) characterize the potential pathways of contaminant migration; (6) identify actual or potential human and/or ecological receptors; and (7) support development of alternatives from which a corrective measure will be selected by DTSC. A specific schedule for implementation of all activities shall be included in the FI Workplan.

6.3. Respondent shall submit a FI Report to DTSC for approval in accordance with DTSC-approved FI Workplan schedule. The FI Report shall be developed in a manner consistent with the Scope of Work for a Facility Investigation contained in Attachment 1. If there is a phased investigation, separate FI Reports and a report that summarizes the findings from all phases of the FI must be submitted to DTSC. DTSC will review the FI Report(s) and notify Respondent in writing of DTSC's approval or disapproval.

6.4. Concurrent with the submission of a FI Workplan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with Attachment 3. To the extent Respondent has already submitted a Health and Safety Plan as part of the work performed pursuant to paragraph 5.6 of this Consent Agreement, Respondent shall revise the Health and Safety Plan as necessary to implement the FI Workplan.

6.5. Concurrently with the submission of the FI Workplan, Respondent shall submit to DTSC for approval a Community Profile in accordance with Attachment 4. Based on the information provided in the Community Profile and/or the Facility Investigation, DTSC may conduct a Baseline Community Survey to determine whether a Fact Sheet or other public participation activities are required.

## RISK ASSESSMENT

7.1. Based on the information available to DTSC, Respondent may be required to conduct a Risk Assessment to evaluate potential human health risk and ecological risk and to establish site-specific action levels and cleanup standards. If DTSC determines that a Risk Assessment is required, Respondent shall submit to DTSC for approval a Risk Assessment Workplan within 60 days of receipt of DTSC's determination. Respondent shall submit to DTSC for approval a Risk Assessment Report in accordance with DTSC-approved Risk Assessment Workplan schedule.

7.2. Notwithstanding paragraph 7.1, in advance of any request from DTSC, Respondent may, at its discretion, conduct a Risk Assessment to evaluate potential human health risk and ecological risk and to establish site-specific action levels and cleanup standards at any point in time as Respondent determines is appropriate. Prior to conducting any Risk Assessment, Respondent shall submit to DTSC for approval a Risk Assessment Workplan. Respondent shall submit to DTSC for approval a Risk Assessment Report in accordance with a schedule agreed upon by DTSC and Respondent.

## SUBSEQUENT PHASES OF WORK

8. If it becomes necessary to perform subsequent phase(s) of work, DTSC and Respondent will negotiate another consent agreement or amend this Consent Agreement to address the additional work. If another consent agreement or an amendment is not reached within 60 days, DTSC reserves its right to issue an order or take any other action provided for by law. DTSC's costs incurred in negotiating the subsequent consent agreement or the amendment are considered costs incurred pursuant to this Consent Agreement and are payable under this Consent Agreement.



## CALIFORNIA ENVIRONMENTAL QUALITY ACT

9. DTSC must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Agreement are projects subject to CEQA. Upon DTSC's written request and within a reasonable time as agreed to by DTSC and Respondent, Respondent shall provide all information necessary to facilitate any CEQA analysis. DTSC will make an initial determination regarding the applicability of CEQA. If the activities are not exempt from CEQA, DTSC will conduct an Initial Study. Based on the results of the Initial Study, DTSC will determine if a Negative Declaration or an Environmental Impact Report (EIR) should be prepared. DTSC will prepare and process any such Negative Declaration. However, should DTSC determine that an EIR is necessary, such an EIR would be prepared under a separate agreement between DTSC and Respondent.

## DTSC APPROVAL

10.1. Respondent shall revise any workplan, report, specification, or schedule in accordance with DTSC's written comments. Respondent shall submit to DTSC any revised documents by the due date specified by DTSC or as agreed to by DTSC and Respondent. Revised submittals are subject to DTSC's approval or disapproval.

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

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

10.4. Verbal advice, suggestions, or comments given by DTSC representatives will not constitute an official approval or decision until such time as the verbal advice, suggestions or comments are confirmed in writing.

## SUBMITTALS

11.1. Beginning with the first full month following the effective date of this Consent Agreement, Respondent shall provide DTSC with semiannual progress reports of **the** activities conducted pursuant to this Consent Agreement. Progress reports are due on the 15<sup>th</sup> day of the first month following the close of each reporting period. The progress reports shall conform to the Scope of Work for Progress Reports contained in Attachment 5. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

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

11.3. The certification required by paragraph 11.2 above, shall be in the following form:

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

11.4. Respondent shall provide three (3) copies of all documents, including but not limited to, workplans, reports, and correspondence. Submittals specifically exempted from this copy requirement are all progress reports and correspondence of less than 15 pages, of which one copy is required.

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

11.6. Submittals required by this Consent Agreement may be combined as deemed appropriate by Respondent and DTSC.

### PROPOSED CONTRACTOR/CONSULTANT

12. All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous waste site cleanup. Respondent's contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 30 days of the effective date of this Consent Agreement, Respondent shall notify DTSC Project Coordinator in writing of the name, title, and qualifications of the professional engineer or registered geologist and of any contractors or consultants and their personnel to be used in carrying out the terms of this Consent Agreement.

### ADDITIONAL WORK

13.1. DTSC may determine or Respondent may propose that certain tasks, including investigatory work, engineering evaluation, or procedure/methodology modifications are necessary in addition to, or in lieu of, the tasks and deliverables included in any part of DTSC-approved workplans. DTSC shall request in writing that Respondent perform the additional work and shall specify the basis and reasons for DTSC's determination that the additional work is necessary. Within 14 days after the receipt of such determination, Respondent may confer with DTSC to discuss the additional work DTSC has requested. If required by DTSC, Respondent shall submit to DTSC a workplan for the additional work. Such workplan shall be submitted to DTSC

within 30 days of receipt of DTSC's determination or according to an alternate schedule established by DTSC. Upon approval of a workplan, Respondent shall implement it in accordance with the provisions and schedule contained therein. The need for, and disputes concerning, additional work are subject to the dispute resolution procedures specified in this Consent Agreement.

13.2. Respondent may determine that certain tasks are necessary, warranted or appropriate, in addition to, or in lieu of, the tasks and deliverables included in any part of DTSC-approved workplans or required by this Consent Agreement. Respondent shall provide to DTSC for approval a workplan for any such additional work and shall implement the additional work in accordance with the provisions and schedule as approved by DTSC.

#### QUALITY ASSURANCE

14.1. All sampling and analyses performed by Respondent under this Consent Agreement shall follow applicable DTSC and U.S. EPA guidance for sampling and analysis. Workplans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved workplans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report.

14.2. The names, addresses, and telephone numbers of the California State certified analytical laboratories Respondent proposes to use must be specified in the applicable workplans.

### SAMPLING AND DATA/DOCUMENT AVAILABILITY

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

15.2. Respondent shall notify DTSC in writing at least seven days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from DTSC Project Coordinator or, if the Project Coordinator is unavailable, his/her Branch Chief, to commence such activities immediately.

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

### ACCESS

16. Subject to the Facility's security and safety procedures, Respondent agrees to provide DTSC and its representatives access at all reasonable times to the Facility and any off-site property to which access is required for implementation of this Consent Agreement and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of Respondent or its contractors or consultants. To the extent that work required by this Consent Agreement must be done beyond the Facility's property boundary, Respondent shall use its best efforts to obtain access

agreements necessary to complete the work in a timely manner. The term “best efforts” as used in this paragraph shall include offering a reasonable sum of money by Respondent to the owner of the property in consideration of granting access. At Respondent's written request, and consistent with applicable laws, DTSC shall maintain all company confidential and proprietary material and information confidential, and shall not disclose it to third parties without Respondent's prior written consent.

### RECORD PRESERVATION

17.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six years after its termination, all data, records, and documents that relate in any way to the performance of this Consent Agreement.

17.2. If Respondent retains or employs any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, Respondent will require any such agents, consultants, or contractors to provide Respondent a copy of all documents that are submitted to DTSC for review and approval pursuant to this Consent Agreement.

17.3. All documents pertaining to this Consent Agreement shall be stored at the Facility or at an off-site location as agreed to by DTSC and Respondent. Respondent shall ensure that DTSC and its representatives have reasonable access to records stored at the Facility and the off-site location.

### DISPUTE RESOLUTION

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

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

18.3. If the Project Coordinators cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objection in writing. Respondent's written objection must be forwarded to the Branch Chief of the Tiered Permitting and Corrective Action Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, 5796 Corporate Avenue, Cypress, California 90630, with a copy to DTSC's Project Coordinator. The written objection must be mailed to the Branch Chief within 14 working days of Respondent's receipt of DTSC's written decision. Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.

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

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

18.6. 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.

18.7. Respondent reserves its rights, remedies and defenses available under applicable laws and regulations, including its right to an administrative hearing and its right to seek judicial review consistent with Health and Safety Code section 25187.

### RESERVATION OF RIGHTS

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

19.2. DTSC reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and to request that Respondent perform additional tasks. DTSC shall not unreasonably withhold approval of work performed by Respondent pursuant to this Consent Agreement and shall not unreasonably request that Respondent perform additional tasks.

19.3. Provided that Respondent does not perform any portion of the work covered by this Consent Agreement after reasonable notification from DTSC of such non-performance, DTSC reserves the right to perform such work. Provided that Respondent does not respond within a reasonable time to DTSC's request to perform additional work, DTSC reserves its right to perform such additional work. DTSC reserves its right to seek reimbursement from Respondent for costs incurred by DTSC or the State of California in performing work covered by this paragraph. Before DTSC performs any work, DTSC shall provide sufficient advance written notice to Respondent and shall provide Respondent with the opportunity to perform the work first.



19.4. If DTSC determines that activities in compliance or noncompliance with this Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous waste constituents, or a threat to human health and/or the environment, or that Respondent is not capable of undertaking any of the work required, DTSC may order Respondent to stop further implementation of this Consent Agreement for such period of time as DTSC determines may be needed to abate any such release or threat and/or to undertake any action which DTSC determines is necessary to abate such release or threat. The deadlines for any actions required of Respondent under this Consent Agreement affected by the order to stop work shall be extended to take into account DTSC's actions.

19.5. This Consent Agreement is not intended to be nor shall it be construed to be a permit. This Consent Agreement is not a substitute for, and does not preclude DTSC from requiring, any hazardous waste facility permit, post closure permit, closure plan or post closure plan, if such a permit or plan is required by applicable laws or regulations. It is the parties' understanding that Respondent's current operations do not require a Hazardous Waste Facility Permit, or any post closure permit or closure or post closure plan that are related to a Hazardous Waste Facility 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 Respondent with the terms of this Consent Agreement shall not relieve Respondent of its obligations to comply with the Health and Safety Code or any other applicable local, state, or federal law or regulation.

#### OTHER CLAIMS

20. Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release by DTSC or Respondent from

any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

#### COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

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

#### OTHER APPLICABLE LAWS

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

#### REIMBURSEMENT OF DTSC'S COSTS

23.1. Respondent shall pay DTSC's costs incurred in the implementation of this Consent Agreement, including DTSC's costs incurred in overseeing any Risk Assessment or additional work initiated by Respondent.

23.2. An estimate of DTSC's costs is attached as Exhibit A showing the amount of \$ 21,232.00. It is understood by the parties that this amount is only a cost estimate for the activities shown on Exhibit A and it may differ from the actual costs incurred by DTSC in overseeing these activities or in implementing this Consent Agreement. DTSC will provide additional cost estimates to Respondent as the work progresses under the Consent Agreement

23.3. Respondent shall make an advance payment to DTSC in the amount of \$10,616.00 within 30 days of the effective date of this Consent Agreement. If the advance payment exceeds DTSC's costs, DTSC will refund the balance within 120 days after the execution of the Acknowledgment of Satisfaction pursuant to Section 26 of this Consent Agreement.

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

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

23.6. Any dispute concerning DTSC's costs incurred pursuant to this Consent Agreement is subject to the Dispute Resolution provision of this Consent Agreement and/or the dispute resolution procedures as established pursuant to Health Safety Code section 25269.2. DTSC reserves its right to recover unpaid costs under applicable state and federal laws.

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

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

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

### MODIFICATION

24.1. 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.

24.2. Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. DTSC has no obligation to approve such requests, but if it does so, such approval will be in writing and signed by the Chief, Tiered Permitting and Corrective Action Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, or his or her designee. Any approved workplan revision shall be incorporated by reference into this Consent Agreement.

### TERMINATION AND SATISFACTION

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

### EFFECTIVE DATE

26. The effective date of this Consent Agreement shall be the date on which this Consent Agreement is signed by all the parties. Except as otherwise specified, "days" means calendar days.

### SIGNATORIES

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

DATE: March 8, 2004      BY: Original signed by David A. Christiansen  
Representing Respondent

David A Christiansen, Vice President and Secretary  
Print Name and Title of Representative

DATE: March 8, 2004      BY: Original signed by Stephen Lavinger  
Stephen Lavinger, Branch Chief  
Tiered Permitting and Corrective Action Branch  
Hazardous Waste Management Program  
Department of Toxic Substances Control

This Corrective Action Consent Agreement posted on DTSC's 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 in the document.