



Alan C. Lloyd, Ph.D.
Agency Secretary
Cal/EPA



Department of Toxic Substances Control

8800 Cal Center Drive
Sacramento, California 95826-3200



Arnold Schwarzenegger
Governor

February 18, 2005

Ms. Elizabeth Zimmermann
Manager, Environmental Programs
Hitachi Global Storage Technologies, Inc.
5600 Cottle Road (QDJ/12-3)
San Jose, California 95193-001

FINAL CORRECTIVE ACTION CONSENT AGREEMENT FOR HITACHI GLOBAL
STORAGE TECHNOLOGIES, INC., SAN JOSE, CALIFORNIA, EPA ID. NO.
CAR000128793

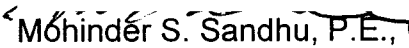
Dear Ms. Zimmermann:

Attached to this letter is the final and effective Corrective Action Consent Agreement for Hitachi Global Storage Technologies, Incorporated (Hitachi GST). This Consent Agreement is for corrective action work associated with Parcel O-6. The effective date of the Consent Agreement is February 18, 2005.

If you have any questions concerning this letter, please contact me at
(916) 255-3716.

Sincerely,

//Original signed by//


Mohinder S. Sandhu, P.E., Chief
Standardized Permitting and Corrective Action Branch

Attachment

cc: see next page

Ms. Elizabeth Zimmermann
February 18, 2005
Page 2

cc: Ms. Denise Lloyd
Environmental Engineer
Hitachi Global Storage Technologies, Inc.
5600 Cottle Road
San Jose, California 95193

Marilee Hanson, Esq.
Office of Legal Counsel
Department of Toxic Substances Control
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806

Ms. Bridget Fitzsenry
Permitting Program Development Branch
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806

Mr. Paul Ruffin
Hazardous Substances Engineer
Standardized Permitting and Corrective Action Branch
8800 Cal Center Drive, 2nd Floor
Sacramento, California 95826-3200

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:)	Docket HWCA: P2-04/05-002
)	
Hitachi Global Storage)	
Technologies, Incorporated)	CORRECTIVE ACTION
5600 Cottle Road)	CONSENT AGREEMENT
San Jose, California 95193)	
EPA Id. No. CAR000128793)	
)	
Respondent.)	
)	Health and Safety Code
)	Section 25187
)	

1.0. INTRODUCTION

The Department of Toxic Substances Control (DTSC) and Hitachi Global Storage Technologies, Incorporated (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

- 1.1. Jurisdiction exists pursuant to Health and Safety Code (HSC) section 25187, which authorizes DTSC to issue an order to require corrective action when DTSC determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.
- 1.2. The parties enter into this Consent Agreement to avoid the expense of litigation and to carry out promptly the corrective action described below. By entering this Consent Agreement, Hitachi does not admit that jurisdiction exists.
- 1.3. Respondent is the owner and operator of a hazardous waste facility located at 5600 Cottle Road, San Jose, California 95193 (the Facility).
- 1.4. Respondent engages in the management of hazardous waste at the Facility pursuant to the continuation of a permit issued to International Business Machines (IBM) Corporation by DTSC, which expired on December 19, 2002. The Facility continued to operate under the expired permit because IBM filed a permit renewal application prior to the expiration date. Respondent purchased the Facility from IBM in January 2003. DTSC is reviewing Respondent's application for a hazardous waste facility permit renewal, dated January 23, 2003, and subsequently revised.

- 1.5 Respondent desires to remove from the Facility boundary an approximately 11 acre parcel, identified as Parcel O-6 in the northeastern corner of the Facility, see Figure 1. The investigations and evaluations subject to this Consent Agreement are intended to support a corrective action completeness determination by DTSC for Parcel O-6, so that Parcel O-6 may be removed from the Facility boundary.
- 1.6. The terms used in this Consent Agreement are as defined in California Code of Regulations, title 22, section 66260.10, except as otherwise provided.
- 1.7. 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.
- 1.8. Respondent waives any right to request a hearing on this Consent Agreement pursuant to Health and Safety Code section 25187.

2.0. FINDINGS OF FACT

- 2.1. On September 16, 2004, Respondent submitted a "Phase I Environmental Site Assessment for Parcel O-6," (Phase I Report) prepared by ENVIRON International, Corporation. The Phase I Report describes past and current use of Parcel O-6 for agriculture, primarily orchards, and for a parking lot associated with Building 050. Based on the Phase I Report, DTSC has identified two (2) potential Areas of Concern (AOCs) that either have released or may release hazardous constituents into the environment. The AOCs on Parcel O-6 are: (1) the un-paved, orchard areas, and (2) the paved parking lot and roadway. The entire Parcel O-6 is an AOC and is divided into these two AOCs due to different uses and potential hazardous constituents of concern.
- 2.2. Based on review of the Phase I Report, DTSC concludes that further investigation is needed to determine the nature and extent of contamination at Parcel O-6.
- 2.3. The hazardous constituents of concern at Parcel O-6 are persistent agricultural chemicals (arsenic) and naturally occurring asbestos in serpentine rock fill.
- 2.4. Respondent implemented a soil investigation as approved by DTSC on September 15, 2004.

- 2.5. On October 18, 2004, Respondent submitted a Draft Site Investigation Report to DTSC presenting the results of the soil investigation, including an evaluation of the completeness of the investigation and the need for further work. Based on this Draft Report, Respondent conducted additional sampling to further investigate arsenic in the eastern orchard area of Parcel O-6.
- 2.6. On December 2, 2004, Respondent submitted a Site Investigation Report to DTSC presenting the results of the additional sampling in the eastern orchard area of Parcel O-6.
- 2.7. Hazardous constituents may migrate from Parcel O-6 into the environment through the following pathways: air dispersion of soil particles (dust), infiltration, or surface water run-off.
- 2.8. Parcel O-6 is located near the Hitachi Facility to the west and the undeveloped Equinex and i-Star industrial property to the southeast. A residential community is located northeast of Parcel O-6 on the other side of the Monterey Highway. The proposed future use of Parcel O-6 is a police substation for the City of San Jose.
- 2.9. Releases from Parcel O-6 may migrate toward the residential community, workers on the Hitachi Facility, and future occupants of Parcel O-6.

3.0. PROJECT COORDINATOR

Within fourteen (14) days of the effective date of this Consent Agreement, DTSC and Respondent shall each designate a Project Coordinator and shall notify each other in writing of the Project Coordinator selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence. All communications between Respondent and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators. Each party may change its Project Coordinator with at least seven (7) days prior written notice.

4.0. WORK TO BE PERFORMED

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

5.0. SITE INVESTIGATION

- 5.1. On September 9, 2004, Respondent's consultant, ENVIRON International Corporation, submitted to DTSC a "Soil Sampling Plan, Parcel O-6," (Workplan) for a site characterization investigation. DTSC reviewed and commented on the adequacy of this Workplan. On September 15, 2004, DTSC approved a revised Workplan in writing. Respondent implemented the Workplan as approved by DTSC.
- 5.2. On October 18, 2004, Respondent submitted a Site Investigation Report to DTSC for approval in accordance with the DTSC-approved Workplan schedule. Based on this draft report, Respondent conducted additional sampling to further investigate arsenic in the eastern orchard area of Parcel O-6.
- 5.3. On December 2, 2004, Respondent submitted a Site Investigation Report for Parcel O-6 that included the results of the additional sampling in the eastern orchard area. The report concludes that additional remedial activities are required on Parcel O-6 due to the detected concentrations of asbestos and arsenic. DTSC will review the Site Investigation Report and notify Respondent in writing of DTSC's approval or disapproval.

6.0. SUBSEQUENT PHASE(S) OF WORK

If it becomes necessary to perform a subsequent phase of work, DTSC and Respondent may modify this Consent Agreement pursuant to Section 21 of this Consent Agreement to address the additional work. If the Consent Agreement is not modified within sixty (60) days of DTSC's request, 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 are considered costs incurred pursuant to this Consent Agreement and are payable under this Consent Agreement.

7.0. CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

8.0. DTSC APPROVAL

- 8.1. Respondent shall revise any workplan, report, specification, or schedule in accordance with DTSC's written comments. Respondent shall submit to DTSC any revised documents by the due date specified by DTSC. Revised submittals are subject to DTSC's approval or disapproval.
- 8.2. 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.
- 8.3. Any DTSC approved workplan, report, specification, or schedule required under this Consent Agreement shall be deemed incorporated into this Consent Agreement.
- 8.4. Verbal advice, suggestions, or comments given by DTSC representatives will not constitute an official approval or decision.

9.0. SUBMITTALS

- 9.1. 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.
- 9.2. The certification required by paragraph 9.1 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: _____

- 9.3. Respondent 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 reports and correspondence of less than 15 pages, of which one copy is required.

- 9.4. 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.

10.0. PROPOSED CONTRACTOR/CONSULTANT

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 fourteen (14) days of the effective date of this Consent Agreement, Respondent 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 terms of this Consent Agreement.

11.0. ADDITIONAL WORK

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 fourteen (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 a workplan to DTSC for the additional work. Such workplan shall be submitted to DTSC within thirty (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.

12.0. QUALITY ASSURANCE

- 12.1. 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.

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

13.0. SAMPLING AND DATA/DOCUMENT AVAILABILITY

- 13.1. 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.
- 13.2. Respondent shall notify DTSC in writing at least seven (7) 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.
- 13.3. 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.

14.0. ACCESS

- 14.1. Subject to Section 14.2 and 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 other 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.
- 14.2. To the extent that work being performed pursuant to this Consent Agreement must be done beyond the Facility boundary, Respondent shall use its best efforts to obtain access agreements necessary to complete work required by this Consent Agreement from the present owners of

such property within 30 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 Respondent to the present owners of such property requesting an agreement to permit Respondent, DTSC and its authorized representatives access to such property. Best efforts shall also include, on a case by case basis, offering the payment by Respondent of reasonable sums of money in consideration of granting access. Any such access agreement shall provide for access to DTSC and its representatives. Respondent shall provide DTSC's Project Coordinator with a copy of access agreements. In the event that an agreement for access is not obtained within 30 days of approval of any workplan for which access is required, or of the date that the need for access becomes known to Respondent, Respondent shall notify DTSC in writing within 14 days thereafter regarding both the efforts undertaken to obtain access and its failure to obtain such agreements. DTSC may, at its discretion, assist Respondent in obtaining access.

- 14.3. 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.

15.0. RECORD PRESERVATION

- 15.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six (6) years after its termination, all data, records, and documents that relate in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at Parcel O-6. Respondent shall notify DTSC in writing ninety (90) days prior to the destruction of any such records, and shall provide DTSC with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Consent Agreement and shall be addressed to:

Chief
Standardized Permitting and Corrective Action Branch
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826-3200

- 15.2. If Respondent retains or employs any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, Respondent will require any such agents, consultants, or contractors to provide Respondent a copy of all documents produced pursuant to this Consent Agreement.
- 15.3. All documents pertaining to this Consent Agreement shall be stored at the Facility to afford ease of access by DTSC and its representatives.

16.0. DISPUTE RESOLUTION

- 16.1. 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.
- 16.2. 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.
- 16.3. 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 Chief, Standardized Permitting and Corrective Action Branch, Department of Toxic Substances Control, with a copy to DTSC's Project Coordinator. The written objection must be mailed to the Branch Chief within fourteen (14) days of Respondent's receipt of DTSC's written decision. Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.
- 16.4. DTSC and Respondent shall have fourteen (14) days from DTSC's receipt of Respondent's written objection to resolve the dispute through formal discussions. This period may be extended by DTSC for good cause. During such period, Respondent may meet or confer with DTSC to discuss the dispute.
- 16.5. After the formal discussion period, DTSC will provide the 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 Chief, Standardized Permitting and Corrective Action Branch, Department of Toxic Substances Control, or his/her designee. This Consent Agreement shall not be interpreted to be a waiver of restriction on Respondent's right or ability to challenge the DTSC's written decision in court, or other venue, as may be otherwise permissible.
- 16.6. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work to be performed 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.

17.0. RESERVATION OF RIGHTS

- 17.1. 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.
- 17.2. DTSC reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and to request that Respondent perform additional tasks.
- 17.3. DTSC reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and/or remedial actions it deems necessary to protect human health and/or the environment. DTSC may exercise its authority under any applicable state or federal law or regulation to undertake response actions at any time. DTSC reserves its right to seek reimbursement from Respondent for costs incurred by the State of California with respect to such actions. DTSC will notify Respondent in writing as soon as practicable regarding the decision to perform any work described in this section.
- 17.4. 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.
- 17.5. This Consent Agreement is not intended to be nor shall it be construed to be a permit. This Consent Agreement is not a substitute for, and does not preclude DTSC from requiring, any hazardous waste facility permit, post closure permit, closure plan or post closure plan. The parties acknowledge and agree that DTSC's approval of any workplan, plan, and/or specification does not constitute a warranty or representation that the workplans, plans, and/or specifications will achieve the required cleanup or performance standards. Compliance by Respondent with the

terms of this Consent Agreement shall not relieve Respondent of its obligations to comply with the Health and Safety Code or any other applicable local, state, or federal law or regulation.

18.0. OTHER CLAIMS

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

19.0. OTHER APPLICABLE LAWS

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.

20.0. REIMBURSEMENT OF DTSC'S COSTS

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

20.2. An estimate of DTSC's costs is attached as Exhibit A showing the amount of \$87,859.20. It is understood by the parties that this 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.

20.3. Respondent shall make an advance payment to DTSC in the amount of at least \$43,900.00 within 45 days of the effective date of this Consent Agreement. Respondent may make an advance payment of more than this minimum amount. If the advance payment exceeds DTSC's costs, DTSC will refund the balance within 120 days after the execution of the Acknowledgement of Satisfaction pursuant to Section 23 of this Consent Agreement.

- 20.4. 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.
- 20.5. 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 DTSC's cost determination available for inspection upon request, as provided by the Public Records Act.
- 20.6. Any dispute concerning DTSC's costs incurred pursuant to this Consent Agreement is subject to the Dispute Resolution provision of this Consent Agreement and the dispute resolution procedures as established pursuant to Health and Safety Code section 25269.2. DTSC reserves its right to recover unpaid costs under applicable state and federal laws.
- 20.7. 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.

21.0. MODIFICATION

- 21.1. 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.
- 21.2. 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, Standardized Permitting and Corrective Action Branch, Department of Toxic Substances Control, or his or her designee. Any

approved workplan revision shall be incorporated by reference into this Consent Agreement.

22.0. TERMINATION AND SATISFACTION

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

23.0. EFFECTIVE DATE

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.

24.0. SIGNATORIES

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

DATE: 2-15-05

BY: //Original Signed by//
John F. Grewohl
Manager, San Jose Site Operations
Hitachi Global Storage Technologies, Incorporated

DATE: 2/18/05

BY: //Original signed by//
Mohinder S. Sandhu, P.E., Chief
Standardized Permitting and Corrective
Action Branch
Department of Toxic Substances Control

Figure 1, Parcel O-6 Location Map

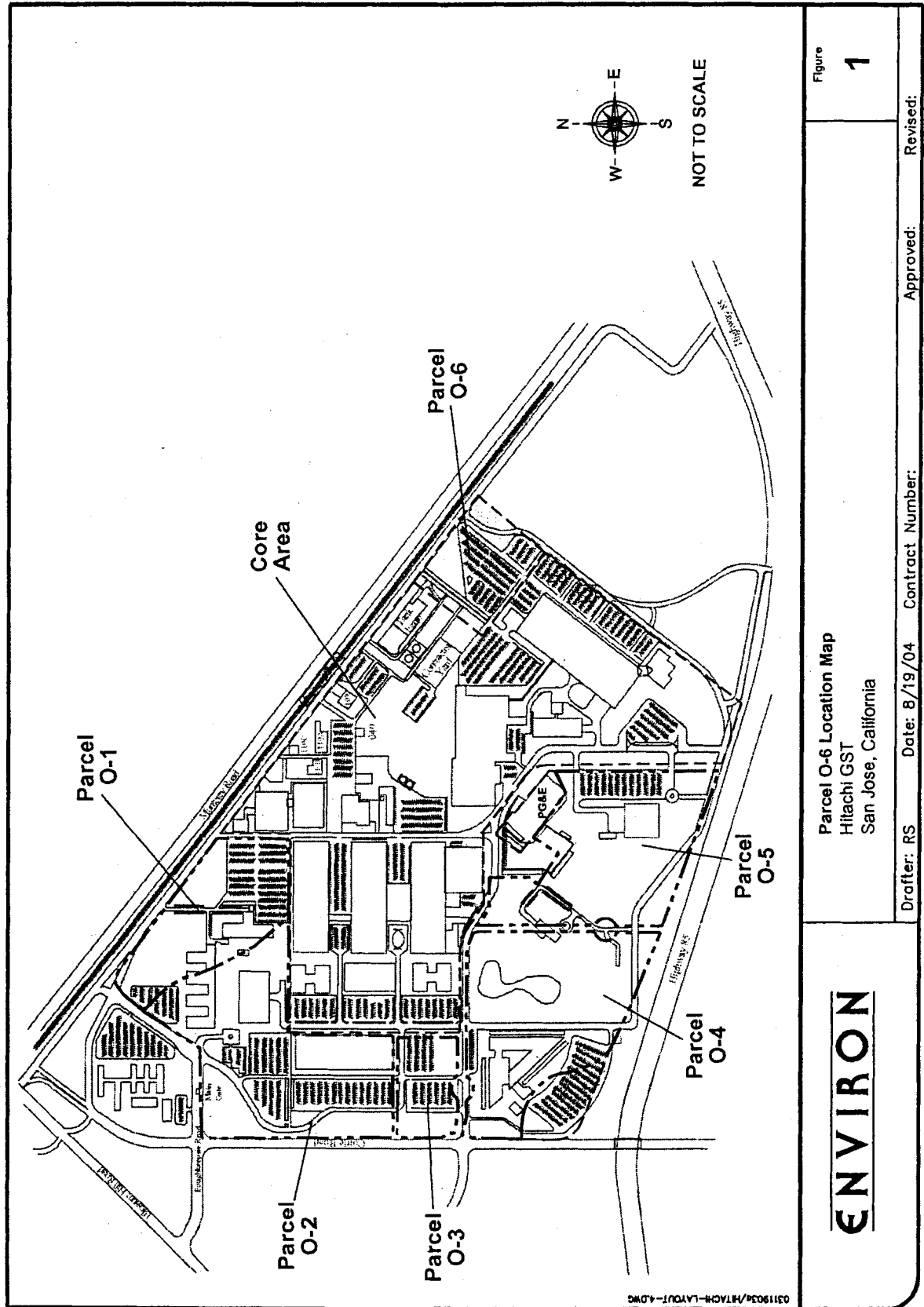


Figure 1	Parcel O-6 Location Map Hitachi GST San Jose, California
Revised:	Drafter: RS Date: 8/19/04 Contract Number: Approved: Revised:

ENVIRON

SCOPE OF WORK

Corrective Action Consent Agreement
Hitachi Global Storage Technologies, Incorporated

PROJECT OBJECTIVE

To characterize and remediate potential releases of hazardous constituents on Parcel O-6 of the Respondent's Facility to support a determination by DTSC that corrective action is complete without controls. The corrective action completeness determination is required to remove Parcel O-6 from the permitted Facility boundary. A proposed future use for Parcel O-6 is a police substation for the City of San Jose.

SITE INVESTIGATION WORKPLAN

Based on the "Phase I Environmental Site Assessment for Parcel O-6," (ENVIRON, September 16, 2004) DTSC has determined that additional site characterization is necessary to evaluate the nature and extent of potential contamination of Parcel O-6 for agricultural chemical (organochlorine pesticides [OCPs] and metals), polynuclear aromatic hydrocarbons (PAHs) in parking lot and roadway areas, and asbestos in fill materials potentially containing serpentine rock. Respondent's consultant, ENVIRON International, Corporation provided DTSC a "Soil Sampling Plan, Parcel O-6," dated September 9, 2004. DTSC will review and provide comments on the adequacy of this plan. Respondent shall implement the Soil Sampling Plan for Parcel O-6 as approved by DTSC.

SITE INVESTIGATION OVERSIGHT

DTSC will oversee Respondent's implementation of the approved Soil Sampling Plan for Parcel O-6. Respondent shall provide split (or co-located) samples for DTSC to analyze at DTSC's Hazardous Materials Laboratory as requested by DTSC.

SITE INVESTIGATION REPORT

Respondent shall prepare a Site Investigation Report (SI Report) that describes the entire site investigation and presents the basic results. The SI Report must clearly present an evaluation of investigation results (e.g., all potential contaminant source areas must be identified, potential migration pathways must be described, and affected media shown, etc.).

The SI Report must also include an evaluation of the completeness of the investigation and indicate if additional work is needed. This work could include additional investigation activities and/or interim corrective measures to stabilize contaminant release areas and limit contaminant migration. If additional work is needed, the Respondent must submit a Phase 2 Workplan and/or Interim Corrective Measures Workplan to DTSC along with the SI Report.

REMOVAL ACTION WORKPLAN

Based on the sample results presented in the "Site Investigation Report, Parcel O-6," (ENVIRON, December 2, 2004) Respondent decided to prepare a Removal Action Workplan (RAW). Respondent has stated that the objective is to clean up Parcel O-6 so that further institutional controls will not be required. Therefore, the removal action objectives in the RAW must be appropriate for unrestricted use of Parcel O-6. DTSC will review the draft RAW and notify Respondent in writing of DTSC's approval or disapproval. DTSC will provide the public with an opportunity to review and comment on the final draft of the RAW. Following the public comment period, DTSC may require Respondent to revise the RAW based on the public comments. DTSC intends to provide for the public review of the final draft RAW and respond to public comments on the RAW concurrently with the public review process for Respondent's permit renewal.

REMOVAL ACTION OVERSIGHT

DTSC will oversee Respondent's implementation of the approved RAW for Parcel O-6. Respondent shall provide split (or co-located) samples for DTSC to analyze at DTSC's Hazardous Materials Laboratory as requested by DTSC.

REMOVAL ACTION REPORT

Respondent shall prepare a Removal Action Report (RA Report) that describes the entire removal action and presents the basic results. The RA Report must also include copies of manifests or shipping papers for all contaminated soils or other materials sent off-site for disposal or recycling. The RA Report must clearly present an evaluation of the confirmation sampling results to demonstrate whether or not the removal action objectives have been met. If the removal action objectives have not been met, the RA Report must indicate if additional work is needed. If additional work is needed, it will be added as Additional Work in accordance with section 11.0 of the Corrective Action Consent Agreement.

PROCESSING CORRECTIVE ACTION COMPLETION DETERMINATION

DTSC proposes to complete the administrative process for the RAW and the corrective action completeness determination in conjunction with the permit renewal process for the Hitachi Facility. The removal of Parcel O-6 from the permitted Facility boundary will be accomplished as a Class 1* permit modification after submittal of the RA Report.

PREPARATION OF CORRECTIVE ACTION CONSENT AGREEMENT

DTSC's preparation, negotiation, and revision of this Corrective Action Consent Agreement are included in the Scope of Work.

MISCELLANEOUS ACTIVITIES

DTSC will arrange and attend project meetings and conference calls with the Respondent as appropriate for coordination of the project work. Respondent or DTSC will prepare meeting agendas, summaries, or lists of action items as appropriate.

Site orientation visit to the Facility and Parcel O-6 for the Project Coordinator, supervisor, Branch Chief, and public participation specialist are included in the Scope of Work.