

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:) Docket HWCA: SRPD00/01SCC-4217
)
Donlan Investments, Inc.)
7121 Western Avenue) CORRECTIVE ACTION
Buena Park, CA 90620) CONSENT AGREEMENT
)
) Health and Safety Code
) Sections 25187 and 25200.14
Respondent)

INTRODUCTION

1. The Department of Toxic Substances Control (DTSC) and Donlan Investments, Incorporated (Inc.) (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code sections 25187 and 25200.14, which authorize DTSC to issue an order to require corrective action when DTSC determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

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

1.3. Respondent is the owner of industrial property located at 231, 237, 307 North Euclid Way, Anaheim, California 92801 (Facility).

1.4. Respondent leased Building H at 307 North Euclid Way to J&H Deburring, Inc. to operate a hazardous waste facility.

1.5. J&H Deburring, Inc. engaged in the management of hazardous waste pursuant to a Conditional Authorization issued by the DTSC on September 7, 1993.

1.6. Respondent leased Suites C, D, E at 237 North Euclid Way and Suite C at 231 North Euclid Way to Pico Farad, Inc. to operate a hazardous waste facility.

1 1.7. Pico Farad, Inc engaged in the management of hazardous waste pursuant to a
2 Conditional Authorization issued by the DTSC on September 7, 1993.

3 1.8. Respondent leased Suites 1, 2, and 4, Building G at 307 North Euclid Way to
4 Pringles Sales, Inc. to operate a hazardous waste facility.

5 1.9. The terms used in this Consent Agreement are as defined in Section 66260.10 of
6 Title 22 of the California Code of Regulations, except as otherwise provided.

7 1.10. Respondent agrees to implement all approved workplans and to undertake all
8 actions required by the terms and conditions of this Consent Agreement.

9 1.11. Respondent waives any right to request a hearing on this Consent Agreement
10 pursuant to Health and Safety Code section 25187.

11 FINDINGS OF FACT

12 2.1. On May 1, 2001, the Respondent submitted a Phase I Environmental Assessment
13 pursuant to Health and Safety Code section 25200.14 (Phase I). The Phase I identified several
14 solid waste management units (SWMU) that either have released or may have released hazardous
15 waste or hazardous waste constituents into the environment. In addition to the Phase I, the
16 Respondent has submitted to DTSC the following reports:

- 17 1. Subsurface Site Assessment Report for Euclid Way Industrial Park, 231, 237 &
18 301 Euclid Way, Anaheim, California, dated December 16, 1999, prepared by
19 Hemphill, Green & Associates LLC.
20 2. Limited Environmental Site Assessment - Phase II, Donlan Investments, 231, 237,
21 and 307 Euclid Way, Anaheim, California, dated November 6, 1996, by Applied
22 Geotechnical Engineering, Inc.

23 2.2. The SWMUs are identified as follow:

24 2.2.1 **J&H Deburing**

- 25 (a) Hazardous waste treatment system and associated piping
26 (b) Areas of past degreasing operations and solvent storage
27 (c) Hazardous materials and chemicals use and waste generation areas

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

(d) Hazardous waste storage area

Using letters for the SWMUs should make it easier to reference them

2.2.2 **Pico Farad**

- (a) Areas of past degreasing operations and solvent storage
- (b) Plating Shop: Hazardous materials and chemicals use and waste generation areas
- (c) Hazardous waste treatment system and associated piping
- (d) Hazardous materials and hazardous waste storage areas

2.2.3 **L. C. Pringles Sales**

- (a) Areas of past dry cleaning operations and solvent storage
- (b) Hazardous waste storage areas

2.3. Based on review of the Phase I Environmental Assessment dated May 29, 2001, Findings of Subsurface Site Assessment Report, dated December 16, 1999, and Limited Environmental Site Assessment - Phase II, dated November 6, 1996, and the findings of the site inspection conducted by DTSC on December 21, 2000, DTSC concludes that Respondent is required to conduct a Preliminary Endangerment Assessment (PEA), and if necessary, further investigation to determine the extent of hazardous waste contamination at or from the Facility.

2.4. The hazardous waste and hazardous waste constituents of concern used at the Facility are Barium, Cadmium, Chromium, Cobalt, Copper, Lead, Nickel, Zinc, cyanide, solvents (halogenated and non-halogenated), Volatile Organic Compounds (VOCs), and oils (Semi-Volatile Organics).

2.5. The hazardous wastes or hazardous waste constituents have migrated or may migrate from the Property into the environment through the following pathways: subsurface soils, groundwater, airborne dust particulate matter, vapors.

2.6. The Property is bound by commercial and light industrial businesses, and Interstate freeway 5 in Orange County. According to the Phase I Environmental Assessment, there is one drinking water well within a 0.35 mile north west from the Facility. Furthermore, groundwater

1 beneath the Property is expected to be present at a depths of 90 feet below ground surface.

2 PROJECT COORDINATOR

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

12 PRELIMINARY ENDANGERMENT ASSESSMENT

13 AND WORK TO BE PERFORMED

14 4.1. Respondent agrees to conduct a Preliminary Endangerment Assessment (PEA) for
15 the Facility, and if necessary, further investigation and remediation of any release of hazardous
16 waste at or from the Facility. Respondent shall submit a PEA Workplan and schedule to DTSC
17 within 30 days of the effective date of this Consent Agreement. In addition, the PEA Final
18 Report shall be submitted within 60 days upon completion of field work.

19 4.2. The PEA shall be conducted in accordance with the provisions of Health and Safety
20 Code section 25319.5 and with the Preliminary Endangerment Assessment - Guidance Manual
21 (State of California Environmental Protection Agency - Department of Toxic Substances
22 Control, June 1999).

23 4.3. The work undertaken pursuant to this Consent Agreement shall also be done in a
24 manner consistent with: the attached Scopes of Work; any DTSC-approved Workplans; the
25 California Health and Safety Code and other applicable state and federal laws and their
26 implementing regulations; and applicable DTSC and USEPA guidance documents. Applicable
27 guidance documents include, but are not limited to, Test Methods For Evaluating Solid Waste"

1 (SW-846) Update IV, Reporting Hydrogeologic Characterization Data at Hazardous Substance
2 Release Sites - Guidance Manual for Ground Water Investigations (State of California
3 Environmental Protection Agency, July 1995) , and Soil Extraction/Vapor Sampling (Guidance
4 of the Los Angeles Regional Water Quality Control Board) DTSC acknowledges the receipt of
5 the Phase II Environmental Site Assessment Workplan dated June 20, 2001 by Hemphill, Green,
6 & Associates LLC for DTSC review and approval or disapproval.

7 INTERIM MEASURES (IM)

8 5.1. If DTSC determines that Interim Measures are necessary, within 30 days of
9 Respondent's receipt of DTSC's determination, Respondent shall submit to DTSC a Workplan
10 for the Implementation of Interim Measures ("IM Workplan"). The IM Workplan is subject to
11 review by DTSC and shall provide for the performance of all Interim Measures necessary to
12 achieve stabilization at the Facility. The IM Workplan shall include a schedule for submitting to
13 DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. The IM
14 Workplan, IM Operation and Maintenance Plan, and IM Plans and Specifications shall be
15 developed in a manner consistent with the Scope of Work for Interim Measures Implementation
16 appended as Attachment 7.

17 5.2. If at any time Respondent identifies an immediate or potential threat to human health
18 and/or the environment, discovers new releases of hazardous waste and/or hazardous waste
19 constituents, or discovers new solid waste management units not previously identified,
20 Respondent shall notify DTSC Project Coordinator orally within 48 hours of discovery and
21 notify DTSC in writing within 10 days of discovery summarizing the findings, including the
22 immediacy and magnitude of the potential threat to human health and/or the environment.
23 Within 30 days of receiving DTSC's written request, Respondent shall submit to DTSC an
24 Interim Measures (IM) Workplan for review. The IM Workplan shall include a schedule for
25 submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications.
26 The IM Workplan is subject to review by DTSC and shall provide for the performance of all
27 Interim Measures necessary to achieve stabilization at the Facility. If DTSC determines that

1 immediate action is required, DTSC Project Coordinator may orally authorize the Respondent to
2 act prior to DTSC's receipt of the IM Workplan.

3 5.3. If DTSC identifies an immediate or potential threat to human health and/or the
4 environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or
5 discovers new solid waste management units not previously identified, DTSC will notify
6 Respondent in writing. Within 30 days of receiving DTSC's written notification, Respondent
7 shall submit to DTSC for review an IM Workplan that identifies Interim Measures that will
8 mitigate the threat. The IM Workplan shall include a schedule for submitting to DTSC an IM
9 Operation and Maintenance Plan and IM Plans and Specifications. The IM Workplan is subject
10 to review by DTSC and shall provide for the performance of all Interim Measures necessary to
11 achieve stabilization at the Facility. If DTSC determines that immediate action is required, DTSC
12 Project Coordinator may orally authorize Respondent to act prior to receipt of the IM Workplan.

13 5.4. All IM Workplans shall ensure that the interim Measures are designed to mitigate
14 current or potential threats to human health and/or the environment, and should, to the extent
15 practicable, be consistent with the objectives of, and contribute to the performance of, any
16 remedy which may be required at the Facility.

17 5.5. Concurrent with the submission of an IM Workplan, Respondent shall submit to
18 DTSC a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety
19 Plan, Attachment 2.

20 5.6. Concurrent with the submission of an IM Workplan, Respondent shall submit for
21 DTSC review a Community Profile in accordance with Attachment 3. Based on the information
22 provided in the Community Profile, if DTSC determines that there is a high level of community
23 concern about the Facility, DTSC may require Respondent to prepare a Public Participation Plan.
24

25 FACILITY INVESTIGATION (FI)

26 6.1. When a PEA Final Report has been approved by DTSC, DTSC shall notify the
27 Respondent whether further investigation of the Facility is necessary. Within 60 days of

1 notification that further investigation is necessary, Respondent shall develop and submit a
2 Facility Investigation Workplan (FI Workplan) in a manner consistent with the Scope of Work
3 for a Facility Investigation contained in Attachment 4 to this agreement. DTSC will review the
4 FI Workplan and notify Respondent in writing of DTSC's approval or disapproval.

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

13 6.3. Respondent shall submit a Facility Investigation Report (FI Report) to DTSC for
14 review in accordance with DTSC-approved Workplan schedule. The FI Report shall be
15 developed in a manner consistent with the Scope of Work for a Facility Investigation contained
16 in Attachment 1. If there is a phased investigation, separate Reports and a report that
17 summarizes the findings from all parts of the FI must be submitted to DTSC. DTSC will review
18 the Report(s) and notify Respondent in writing of DTSC's approval or disapproval.

19 6.4. Concurrent with the submission of a Workplan, Respondent shall submit to DTSC
20 a Health and Safety Plan in accordance with Attachment 2. If Workplans for both an IM and FI
21 are required by this Consent Agreement, Respondent may submit a single Health and Safety Plan
22 that addresses the combined IM and FI activities.

23 6.5. Concurrent with the submission of a FI Workplan, Respondent shall submit for
24 DTSC review a Community Profile in accordance with Attachment 3. Based on the information
25 provided in the Community Profile and any Supplement to the Community Profile, if DTSC
26

1 determines that there is a high level of community concern about the facility, Respondent shall
2 prepare a Public Participation Plan.

3 6.6. Respondent shall evaluate the results of all sampling, tests and other data generated
4 during the Facility Investigation in comparison with the current health-based screening levels for
5 each contaminant. Respondent shall include a Risk Assessment Report in the final Facility
6 Investigation Report.

7 CORRECTIVE MEASURES STUDY (CMS)

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

14 CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

24 DTSC APPROVAL

25 9.1. Respondent shall revise any Workplan, report, specification, or schedule in
26
27

1 accordance with DTSC's written comments. Respondent shall submit to DTSC any revised
2 documents by the due date specified by DTSC. Revised submittals are subject to DTSC's
3 approval or disapproval.
4

5 9.2. Upon receipt of DTSC's written approval, Respondent shall commence work and
6 implement any approved workplan in accordance with the schedule and provisions contained
7 therein.

8 9.3. Any DTSC approved workplan, report, specification, or schedule required under
9 this Consent Agreement shall be deemed incorporated into this Consent Agreement.

10 9.4. Verbal advice, suggestions, or comments given by DTSC representatives will not
11 constitute an official approval or decision.

12 SUBMITTALS

13 10.1. Beginning with the effective date of this Consent Agreement, Respondent shall
14 provide DTSC with quarterly progress reports of corrective action activities conducted pursuant
15 to this Consent Agreement. Progress reports are due on the tenth (10th) day of the first month
16 after the close of each reporting period. The progress reports shall conform to the Scope of Work
17 for Progress Reports contained in Attachment 4. DTSC may adjust the frequency of progress
18 reporting to be consistent with site-specific activities.

19 10.2. Any report or other document submitted by Respondent pursuant to this Consent
20 Agreement shall be signed and certified by the project coordinator, a responsible corporate
21 officer, or a duly authorized representative.

22 10.3. The certification required by paragraph 12.2 above, shall be in the following form:

23 I certify that the information contained in or accompanying this submittal is true,
24 accurate, and complete. As to those portions of this submittal for which I cannot
25 personally verify the accuracy, I certify that this submittal and all attachments were
26
27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

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: _____

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

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

PROPOSED CONTRACTOR/CONSULTANT

11. 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 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. DTSC may disapprove of Respondent's contractor and/or consultant.

ADDITIONAL WORK

12. DTSC may determine or Respondent may propose that certain tasks, including investigatory work, engineering evaluation, or procedure/methodology modifications are

1 necessary in addition to, or in lieu of, the tasks and deliverables included in any part of DTSC-
2 approved workplans. DTSC shall request in writing that Respondent perform the additional work
3 and shall specify the basis and reasons for DTSC's determination that the additional work is
4 necessary. Within fourteen (14) days after the receipt of such determination, Respondent may
5 confer with DTSC to discuss the additional work DTSC has requested. If required by DTSC,
6 Respondent shall submit a workplan to DTSC for the additional work. Such workplan shall be
7 submitted to DTSC within thirty (30) days of receipt of DTSC's determination or according to an
8 alternate schedule established by DTSC. Upon approval of a workplan, Respondent shall
9 implement it in accordance with the provisions and schedule contained therein. The need for,
10 and disputes concerning, additional work are subject to the dispute resolution procedures
11 specified in this Consent Agreement. If it becomes necessary to perform a subsequent phase of
12 work, Respondent agrees the associated additional costs incurred will be payable under this
13 Consent Agreement. DTSC reserves its right to issue an order or take any other action provided
14 by law, if the Respondent refuses to perform the subsequent work or to pay the associated
15 additional costs incurred.

16 QUALITY ASSURANCE

17 13.1. All sampling and analyses performed by Respondent under this Consent
18 Agreement shall follow applicable DTSC and USEPA guidance for sampling and analysis.
19 Workplans shall contain quality assurance/quality control and chain of custody procedures for all
20 sampling, monitoring, and analytical activities. Any deviations from the approved workplans
21 must be approved by DTSC prior to implementation, must be documented, including reasons for
22 the deviations, and must be reported in the applicable report (e.g., FI Report).

23 13.2. The names, addresses, and telephone numbers of the California State certified
24 analytical laboratories Respondent proposes to use must be specified in the applicable workplans.
25
26
27

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

7 Stephen W. Lavinger, Chief
8 Southern California Branch
9 Statewide Regulatory Programs Division
10 Department of Toxic Substances Control
11 5796 Corporate Avenue
12 Cypress, California 90630

13 16.2. If Respondent retains or employs any agent, consultant, or contractor for the
14 purpose of carrying out the terms of this Consent Agreement, Respondent will require any such
15 agents, consultants, or contractors to provide Respondent a copy of all documents produced
16 pursuant to this Consent Agreement.

17 16.3. All documents pertaining to this Consent Agreement shall be stored in a central
18 location at the Facility to afford ease of access by DTSC and its representatives.

19 DISPUTE RESOLUTION

20 17.1. The parties agree to use their best efforts to resolve all disputes informally. The
21 parties agree that the procedures contained in this section are the sole administrative procedures
22 for resolving disputes arising under this Consent Agreement. If Respondent fails to follow the
23 procedures contained in this section, it shall have waived its right to further consideration of the
24 disputed issue.

25 17.2. If Respondent disagrees with any written decision by DTSC pursuant to this
26 Consent Agreement, Respondent's Project Coordinator shall orally notify DTSC Project
27 Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute
informally.

1 17.3 If the Project Coordinators cannot resolve the dispute informally, Respondent may
2 pursue the matter formally by placing its objection in writing. Respondent's written objection
3 must be forwarded to Chief, Southern California Branch, Statewide Regulatory Programs
4 Division, Department of Toxic Substances Control, with a copy to DTSC Project Coordinator.
5 The written objection must be mailed to the Branch Chief within fourteen (14) days of
6 Respondent's receipt of DTSC's written decision. Respondent's written objection must set forth
7 the specific points of the dispute and the basis for Respondent's position.

8 17.4 DTSC and Respondent shall have fourteen (14) days from DTSC's receipt of
9 Respondent's written objection to resolve the dispute through formal discussions. This period
10 may be extended by DTSC for good cause. During such period, Respondent may meet or confer
11 with DTSC to discuss the dispute.

12 17.5 After the formal discussion period, DTSC will provide the Respondent with its
13 written decision on the dispute. DTSC's written decision will reflect any agreements reached
14 during the formal discussion period and be signed by Chief, Southern California Branch,
15 Statewide Regulatory Programs Division, Department of Toxic Substances Control, or his/her
16 designee.

17 17.6 During the pendency of all dispute resolution procedures set forth above, the time
18 periods for completion of work to be performed under this Consent Agreement that are affected
19 by such dispute shall be extended for a period of time not to exceed the actual time taken to
20 resolve the dispute. The existence of a dispute shall not excuse, toll, or suspend any other
21 compliance obligation or deadline required pursuant to this Consent Agreement.

22 RESERVATION OF RIGHTS

23 18.1 DTSC reserves all of its statutory and regulatory powers, authorities, rights, and
24 remedies, both legal and equitable, which may pertain to Respondent's failure to comply with any
25 of the requirements of this Consent Agreement. This Consent Agreement shall not be construed
26

1 as a covenant not to sue, release, waiver, or limitation on any rights, remedies, powers, or
2 authorities, civil or criminal, that DTSC has under any statutory, regulatory, or common law
3 authority.

4 18.2. DTSC reserves the right to disapprove of work performed by Respondent pursuant
5 to this Consent Agreement and to request that Respondent perform additional tasks.

6 18.3. DTSC reserves the right to perform any portion of the work consented to herein or
7 any additional site characterization, feasibility study, and/or remedial actions it deems necessary
8 to protect human health and/or the environment. DTSC may exercise its authority under any
9 applicable state or federal law or regulation to undertake response actions at any time. DTSC
10 reserves its right to seek reimbursement from Respondent for costs incurred by the State of
11 California with respect to such actions. DTSC will notify Respondent in writing as soon as
12 practicable regarding the decision to perform any work described in this section.

13 18.4. If DTSC determines that activities in compliance or noncompliance with this
14 Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous
15 waste constituents, or a threat to human health and/or the environment, or that Respondent is not
16 capable of undertaking any of the work required, DTSC may order Respondent to stop further
17 implementation of this Consent Agreement for such period of time as DTSC determines may be
18 needed to abate or redress such release or threat and/or to undertake any action which DTSC
19 determines is necessary to abate such release or threat. The deadlines for any actions required of
20 Respondent under this Consent Agreement affected by the order to stop work shall be extended
21 to take into account DTSC's actions.

22 18.5. This Consent Agreement is not intended to be nor shall it be construed to be a
23 permit. The parties acknowledge and agree that DTSC's approval of any workplan, plan, and/or
24 specification does not constitute a warranty or representation that the workplans, plans, and/or
25 specifications will achieve the required cleanup or performance standards. Compliance by
26

27

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

4 OTHER CLAIMS

5 19. Except as provided in this Consent Agreement, nothing in this Consent Agreement
6 shall constitute or be construed as a release from any claim, cause of action, or demand in law or
7 equity against any person, firm, partnership, or corporation for any liability it may have arising
8 out of or relating in any way to the generation, storage, treatment, handling, transportation,
9 release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes,
10 pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

11 OTHER APPLICABLE LAWS

12 20. All actions required to be taken pursuant to this Consent Agreement shall be
13 undertaken in accordance with the requirements of all local, state, and federal laws and
14 regulations. Respondent shall obtain or cause its representatives to obtain all permits and
15 approvals necessary under such laws and regulations.

16 REIMBURSEMENT OF DTSC'S COSTS

17 21.1. Respondent shall pay DTSC's costs incurred in the implementation of this Consent
18 Agreement. Such costs shall include DTSC's costs, if any, incurred in the preparation and
19 implementation of this Consent Agreement prior to the effective date of this Consent Agreement.

20 21.2. An estimate of DTSC's costs is attached as Exhibit A showing the amount of
21 \$14,163. It is understood by the parties that this amount is only an estimate for those activities
22 shown in Exhibit A, and may differ from the actual costs incurred by DTSC in implementing this
23 Consent Agreement, and does not represent the total costs incurred by DTSC in overseeing all
24 activities required at the Facility under this Consent Agreement. DTSC will provide additional
25 cost estimates for the subsequent phases of work, if required, as the work progresses.
26
27

MODIFICATION

1 22.1. This Consent Agreement may be modified by mutual agreement of the parties. Any
2 agreed modifications shall be in writing, shall be signed by both parties, shall have as their
3 effective date the date on which they are signed by DTSC, and shall be deemed incorporated into
4 this Consent Agreement.
5

6 22.2. Any requests for revision of an approved workplan requirement must be in writing.
7 Such requests must be timely and provide justification for any proposed workplan revision.
8 DTSC has no obligation to approve such requests, but if it does so, such approval will be in
9 writing and signed by the Chief, Southern California Branch, Statewide Regulatory Programs
10 Division, Department of Toxic Substances Control, or his or her designee. Any approved
11 workplan modification shall be incorporated by reference into this Consent Agreement.

TERMINATION AND SATISFACTION

12 23. The provisions of this Consent Agreement shall be deemed satisfied upon the
13 execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC will
14 prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that
15 Respondent has demonstrated to the satisfaction of DTSC that the terms of this Consent
16 Agreement including payment of DTSC's costs have been satisfactorily completed. The
17 Acknowledgment will affirm Respondent's continuing obligation to preserve all records after the
18 rest of the Consent Agreement is satisfactorily completed.
19

EFFECTIVE DATE

20 24. The effective date of this Consent Agreement shall be the date on which this
21 Consent Agreement is signed by all the parties. Except as otherwise specified, "days" means
22 calendar days.
23

24 ///
25
26
27

SIGNATORIES

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

DATE: November 19, 2001 BY: Original signed by Donald B. Frank
Name/Respondent

DATE: December 11, 2001 BY Original signed by Stephen W. Lavinger
Stephen W. Lavinger, Chief
Southern California Branch
Statewide Regulatory Programs Division
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.