

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

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IN THE MATTER OF: ) Docket HWCA: SRPD01/02 SCC-4277  
)  
Stevens Metal Finishing )  
1607 West Orange Grove Avenue ) CORRECTIVE ACTION  
Orange, CA 92868 ) CONSENT AGREEMENT  
)  
EPA ID# CAD 131 925 711 )  
)  
)  
Stevens Metal Finishing ) Health and Safety Code  
Respondent. ) Sections 25187 and 25200.14  
)

INTRODUCTION

1.1. The Department of Toxic Substances Control (DTSC) and Stevens Metal Finishing (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.2. 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.

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

1.4. Respondent was the owner and operator of a hazardous waste facility located at 1607 West Orange grove Avenue, Orange, CA 92868 (Facility).

1 1.5. Respondent engaged in the management of hazardous  
2 waste pursuant to two Permit By Rule units issued by DTSC on April  
3 29, 1994.

4 1.6. The terms used in this Consent Agreement are as  
5 defined in California Code of Regulations, title 22, Section  
6 66260.10, except as otherwise provided.

7 1.7. Respondent agrees to implement all approved  
8 workplans and to undertake all actions required by the terms and  
9 conditions of this Consent Agreement incorporated by reference.

10 1.8. Respondent waives any right to request a hearing on  
11 this Consent Agreement pursuant to Health and Safety Code section  
12 25187.

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14 FINDINGS OF FACT

15 2.1. On November 27, 1996, Respondent submitted a  
16 Phase I Environmental Assessment (Phase I) pursuant to Health  
17 and Safety Code section 25200.14. The Phase I identified no  
18 solid waste management units (SWMUs) that either have released  
19 or may release hazardous waste or hazardous waste constituents  
20 into the environment.

21 2.1.1. On May 6, 2002, the Orange County Health Care  
22 Agency (OCHCA) referred the Facility to DTSC due to elevated  
23 levels of contaminants encountered during the closure  
24 activities.

25 2.1.2. On May 29, 2002, the Respondent submitted two  
26 copies of the Permit by Rule Facility closure report prepared  
27 by All West Environmental to the DTSC.

1           2.1.3. On May 17, 2002, DTSC conducted a Phase I Site  
2 assessment Verification Inspection at the Facility and  
3 identified the following three Solid Waste Management Units  
4 (SWMUs):

- 5           • Clarifier Area located at Southeast corner of
- 6           the Plating Area SWMU # 1
- 7           • Metal Finishing Area (Plating Area) SWMU # 2
- 8           • Chemical Storage Area located at Northwest
- 9           corner of Unit D SWMU # 3

10           2.1.4. On May 20, 2002, the Respondent submitted to  
11 the DTSC a "Phase II Soil Assessment Report" (Phase II Report)  
12 dated April 12, 1996, prepared by Dilip Patel & Associates,  
13 Inc. Based on the review of Phase II Report DTSC identified  
14 the following SWMU.

- 15           • Chemical Storage Area located at Northwest
- 16           corner of the Facility where elevated level of
- 17           cadmium was detected SWMU # 4

18           2.2. Based on the information available to DTSC,  
19 DTSC concludes that further investigation is needed to  
20 determine the nature and extent of any release of hazardous  
21 waste or hazardous waste constituents at the Facility.

22           2.3. The hazardous waste and hazardous waste  
23 constituents of concern at the Facility are Metals, Total  
24 Cyanides and Volatile Organic Compounds (VOCs).

25           2.4. The hazardous wastes or hazardous waste  
26 constituents have migrated or may migrate from the Facility  
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1 implementation of this Consent Agreement and for designating a  
2 person to act in his/her absence. All communications between  
3 Respondent and DTSC, and all documents, report approvals, and  
4 other correspondence concerning the activities performed  
5 pursuant to this Consent Agreement shall be directed through  
6 the Project Coordinators. Each party may change its Project  
7 Coordinator with at least seven (7) days prior written notice.

8 WORK TO BE PERFORMED

9 4. Respondent agrees to perform the work required by  
10 this Consent Agreement in accordance with the applicable state  
11 and federal laws, their implementing regulations, and the  
12 applicable DTSC and the United States Environmental Protection  
13 Agency guidance documents.  
14

15 PRELIMINARY ENDANGERMENT ASSESSMENT

16 5. Respondent shall conduct a Preliminary  
17 Endangerment Assessment (PEA) for the entire Facility, and if  
18 necessary, further investigation and remediation of any  
19 release of hazardous waste or hazardous waste constituents at  
20 or from the Facility. Except as otherwise set forth herein,  
21 Respondent shall conduct the PEA in accordance with the  
22 Preliminary Endangerment Assessment Guidance Manual (State of  
23 California Environmental Protection Agency, Department of  
24 Toxic Substances Control, June 1999.)

25 5.1. DTSC acknowledges the receipt of the Permit By  
26 Rule closure report and the Phase II Report from the  
27 Respondent.



1 subsequent consent agreement or the amendment are considered  
2 costs incurred pursuant to this Consent Agreement and are  
3 payable under this Consent Agreement.

4 CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

19 DTSC APPROVAL

20 8.1. Respondent shall revise any workplan, report,  
21 specification, or schedule in accordance with DTSC's written  
22 comments. Respondent shall submit to DTSC any revised  
23 documents by the due date specified by DTSC. Revised  
24 submittals are subject to DTSC's approval or disapproval.

25 8.2. Upon receipt of DTSC's written approval,  
26 Respondent shall commence work and implement any approved  
27 workplan in accordance with the schedule and provisions

1 contained therein.

2 8.3. Any DTSC-approved workplan, report,  
3 specification, or schedule required under this Consent  
4 Agreement shall be deemed incorporated into this Consent  
5 Agreement.

6 8.4. Verbal advice, suggestions, or comments given by  
7 DTSC representatives will not constitute an official approval  
8 or decision.

9 SUBMITTALS

10 9.1. Beginning with the first full month following  
11 the effective date of this Consent Agreement, Respondent shall  
12 provide DTSC with quarterly progress reports of corrective  
13 action activities conducted pursuant to this Consent  
14 Agreement. Progress reports are due on the first day of the  
15 first month following the close of each reporting period. The  
16 progress reports shall conform to the Scope of Work for  
17 Progress Reports contained in Attachment 1. DTSC may adjust  
18 the frequency of progress reporting to be consistent with  
19 site-specific activities.  
20

21 9.2. Any report or other document submitted by  
22 Respondent pursuant to this Consent Agreement shall be signed  
23 and certified by the project coordinator, a responsible  
24 corporate officer, or a duly authorized representative.

25 9.3. The certification required by paragraph 9.2  
26 above, shall be in the following form:  
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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: \_\_\_\_\_

9.4. Respondent shall provide two 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.

9.5. 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

10. All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a professional engineer or registered geologist, registered in

1 California, with expertise in hazardous waste site cleanup.  
2 Respondent's contractor or consultant shall have the technical  
3 expertise sufficient to fulfill his or her responsibilities.  
4 Within 14 days of the effective date of this Consent  
5 Agreement, Respondent shall notify DTSC Project Coordinator in  
6 writing of the name, title, and qualifications of the  
7 professional engineer or registered geologist and of any  
8 contractors or consultants and their personnel to be used in  
9 carrying out the terms of this Consent Agreement.

#### 10 QUALITY ASSURANCE

11 11.1. All sampling and analyses performed by  
12 Respondent under this Consent Agreement shall follow  
13 applicable DTSC and USEPA guidance for sampling and analysis.  
14 Workplans shall contain quality assurance/quality control and  
15 chain of custody procedures for all sampling, monitoring, and  
16 analytical activities. Any deviations from the approved  
17 workplans must be approved by DTSC prior to implementation,  
18 must be documented, including reasons for the deviations, and  
19 must be reported in the applicable report.

21 11.2. The names, addresses, and telephone numbers of  
22 the California State certified analytical laboratories  
23 Respondent proposes to use must be specified in the applicable  
24 workplans.

#### 25 SAMPLING AND DATA/DOCUMENT AVAILABILITY

26 12.1. Respondent shall submit to DTSC upon request  
27 the results of all sampling and/or tests or other data

1 generated by its employees, agents, consultants, or  
2 contractors pursuant to this Consent Agreement.

3 12.2. Respondent shall notify DTSC in writing at  
4 least seven days prior to beginning each separate phase of  
5 field work approved under any workplan required by this  
6 Consent Agreement. If Respondent believes it must commence  
7 emergency field activities without delay, Respondent may seek  
8 emergency telephone authorization from DTSC Project  
9 Coordinator or, if the Project Coordinator is unavailable,  
10 his/her Branch Chief, to commence such activities immediately.

11 12.3. At the request of DTSC, Respondent shall  
12 provide or allow DTSC or its authorized representative to take  
13 split or duplicate samples of all samples collected by  
14 Respondent pursuant to this Consent Agreement. Similarly, at  
15 the request of Respondent, DTSC shall allow Respondent or its  
16 authorized representative to take split or duplicate samples  
17 of all samples collected by DTSC under this Consent Agreement.

18  
19 ACCESS

20 13. Subject to the Facility's security and safety  
21 procedures, Respondent agrees to provide DTSC and its  
22 representatives access at all reasonable times to the Facility  
23 and any off-site property to which access is required for  
24 implementation of this Consent Agreement and shall permit such  
25 persons to inspect and copy all records, files, photographs,  
26 documents, including all sampling and monitoring data, that  
27 pertain to work undertaken pursuant to this Consent Agreement

1 and that are within the possession or under the control of  
2 Respondent or its contractors or consultants.

3 RECORD PRESERVATION

4 14.1. Respondent shall retain, during the pendency of  
5 this Consent Agreement and for a minimum of six years after  
6 its termination, all data, records, and documents that relate  
7 in any way to the performance of this Consent Agreement or to  
8 hazardous waste management and/or disposal at the Facility.  
9 Respondent shall notify DTSC in writing 90 days prior to the  
10 destruction of any such records, and shall provide DTSC with  
11 the opportunity to take possession of any such records. Such  
12 written notification shall reference the effective date,  
13 caption, and docket number of this Consent Agreement and shall  
14 be addressed to:

15 Mr. Stephen W. Lavinger, Chief  
16 Southern California Branch  
17 Hazardous Waste Management Program  
18 Department of Toxic Substances Control  
19 5796 Corporate Avenue  
20 Cypress, California 90630

21 14.2. If Respondent retains or employs any agent,  
22 consultant, or contractor for the purpose of carrying out the  
23 terms of this Consent Agreement, Respondent will require any  
24 such agents, consultants, or contractors to provide Respondent  
25 a copy of all documents produced pursuant to this Consent  
26 Agreement.  
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1 14.3. All documents pertaining to this Consent  
2 Agreement shall be stored in a central location at the  
3 Facility, or at a location otherwise agreed to by the parties,  
4 to afford easy access by DTSC and its representatives.

5 DISPUTE RESOLUTION

6 15.1. The parties agree to use their best efforts to  
7 resolve all disputes informally. The parties agree that the  
8 procedures contained in this section are the sole  
9 administrative procedures for resolving disputes arising under  
10 this Consent Agreement. If Respondent fails to follow the  
11 procedures contained in this section, it shall have waived its  
12 right to further consideration of the disputed issue.

13 15.2. If Respondent disagrees with any written  
14 decision by DTSC pursuant to this Consent Agreement,  
15 Respondent's Project Coordinator shall orally notify DTSC's  
16 Project Coordinator of the dispute. The Project Coordinators  
17 shall attempt to resolve the dispute informally.

18 15.3. If the Project Coordinators cannot resolve the dispute  
19 informally, Respondent may pursue the matter formally by  
20 placing its objection in writing. Respondent's written  
21 objection must be forwarded to Chief, Southern California  
22 Branch, Hazardous Waste Management Program, Department of  
23 Toxic Substances Control, with a copy to DTSC's Project  
24 Coordinator. The written objection must be mailed to the  
25 Branch Chief within 14 days of Respondent's receipt of DTSC's  
26 written decision. Respondent's written objection must set  
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1 forth the specific points of the dispute and the basis for  
2 Respondent's position.

3 15.4. DTSC and Respondent shall have 14 days from  
4 DTSC's receipt of Respondent's written objection to resolve  
5 the dispute through formal discussions. This period may be  
6 extended by DTSC for good cause. During such period,  
7 Respondent may meet or confer with DTSC to discuss the  
8 dispute.

9 15.5. After the formal discussion period, DTSC will  
10 provide Respondent with its written decision on the dispute.  
11 DTSC's written decision will reflect any agreements reached  
12 during the formal discussion period and be signed by the  
13 Branch Chief or his/her designee.

14 15.6. During the pendency of all dispute resolution  
15 procedures set forth above, the time periods for completion of  
16 work required under this Consent Agreement that are affected  
17 by such dispute shall be extended for a period of time not to  
18 exceed the actual time taken to resolve the dispute. The  
19 existence of a dispute shall not excuse, toll, or suspend any  
20 other compliance obligation or deadline required pursuant to  
21 this Consent Agreement.  
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23 RESERVATION OF RIGHTS

24 16.1. DTSC reserves all of its statutory and  
25 regulatory powers, authorities, rights, and remedies, which  
26 may pertain to Respondent's failure to comply with any of the  
27 requirements of this Consent Agreement. Respondent reserves

1 all of its statutory and regulatory rights, defenses and  
2 remedies, as they may arise under this Consent Agreement.

3 This Consent Agreement shall not be construed as a covenant  
4 not to sue, release, waiver, or limitation on any powers,  
5 authorities, rights, or remedies, civil or criminal, that DTSC  
6 or Respondent may have under any laws, regulations or common  
7 law.

8           16.2. DTSC reserves the right to disapprove of work  
9 performed by Respondent pursuant to this Consent Agreement and  
10 to request that Respondent perform additional tasks.

11           16.3. DTSC reserves the right to perform any portion  
12 of the work consented to herein or any additional site  
13 characterization, feasibility study, and/or remedial actions  
14 it deems necessary to protect human health and/or the  
15 environment. DTSC may exercise its authority under any  
16 applicable state or federal law or regulation to undertake  
17 response actions at any time. DTSC reserves its right to seek  
18 reimbursement from Respondent for costs incurred by the State  
19 of California with respect to such actions. DTSC will notify  
20 Respondent in writing as soon as practicable regarding the  
21 decision to perform any work described in this section.

22           16.4. If DTSC determines that activities in  
23 compliance or noncompliance with this Consent Agreement have  
24 caused or may cause a release of hazardous waste and/or  
25 hazardous waste constituents, or a threat to human health  
26 and/or the environment, or that Respondent is not capable of  
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1 construed as a release by DTSC or Respondent from any claim,  
2 cause of action, or demand in law or equity against any  
3 person, firm, partnership, or corporation for any liability it  
4 may have arising out of or relating in any way to the  
5 generation, storage, treatment, handling, transportation,  
6 release, or disposal of any hazardous constituents, hazardous  
7 substances, hazardous wastes, pollutants, or contaminants  
8 found at, taken to, or taken or migrating from the Facility.

9 COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

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

14 OTHER APPLICABLE LAWS

15 19. All actions required by this Consent Agreement  
16 shall be conducted in accordance with the requirements of all  
17 local, state, and federal laws and regulations. Respondent  
18 shall obtain or cause its representatives to obtain all  
19 permits and approvals necessary under such laws and  
20 regulations.  
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22 REIMBURSEMENT OF DTSC'S COSTS

23 20.1. Respondent shall pay DTSC's costs incurred in  
24 the implementation of this Consent Agreement. Such costs  
25 shall include DTSC's costs incurred in the preparation and  
26 implementation of this Consent Agreement prior to the  
27 effective date of this Consent Agreement.

1           20.2. An estimate of DTSC's costs is attached as  
2 Exhibit A showing the amount of \$18,802.00. It is understood  
3 by the parties that this amount is only a cost estimate for  
4 the activities shown on Exhibit A and it may differ from the  
5 actual costs incurred by DTSC in overseeing these activities  
6 or in implementing this Consent Agreement. DTSC will provide  
7 additional cost estimates to Respondent as the work progresses  
8 under the Consent Agreement.

9           20.3. Respondent shall make an advance payment to  
10 DTSC in the amount of \$9,401.00 within 30 days of the  
11 effective date of this Consent Agreement. If the advance  
12 payment exceeds DTSC's costs, DTSC will refund the balance  
13 within 120 days after the execution of the Acknowledgment of  
14 Satisfaction pursuant to Section 22 of this Consent Agreement.  
15

16           20.4. DTSC will provide Respondent with a billing  
17 statement at least quarterly, which will include the name(s)  
18 of the employee(s), identification of the activities, the  
19 amount of time spent on each activity, and the hourly rate  
20 charged. If Respondent does not pay an invoice within 60 days  
21 of the date of the billing statement, the amount is subject to  
22 interest as provided by Health and Safety Code section  
23 25360.1.

24           20.5. DTSC will retain all costs records associated  
25 with the work performed under this Consent Agreement as  
26 required by state law. DTSC will make all documents that  
27 support the DTSC's cost determination available for inspection

1 upon request, as provided by the Public Records Act.

2 20.6. Any dispute concerning DTSC's costs incurred  
3 pursuant to this Consent Agreement is subject to the Dispute  
4 Resolution provision of this Consent Agreement and the dispute  
5 resolution procedures as established pursuant to Health and  
6 Safety Code section 25269.2. DTSC reserves its right to  
7 recover unpaid costs under applicable state and federal laws.

8 20.7. All payments shall be made within 30 days of  
9 the date of the billing statement by check payable to the  
10 Department of Toxic Substances Control and shall be sent to:

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

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

19 MODIFICATION

20 21.1. This Consent Agreement may be modified by  
21 mutual agreement of the parties. Any agreed modification  
22 shall be in writing, shall be signed by both parties, shall  
23 have as its effective date the date on which it is signed by  
24 all the parties, and shall be deemed incorporated into this  
25 Consent Agreement.  
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1           21.2. Any requests for revision of an approved  
2 workplan requirement must be in writing. Such requests must  
3 be timely and provide justification for any proposed workplan  
4 revision. DTSC has no obligation to approve such requests,  
5 but if it does so, such approval will be in writing and signed  
6 by the Chief, Southern California Branch, Hazardous Waste  
7 Management Program, Department of Toxic Substances Control, or  
8 his or her designee. Any approved workplan revision shall be  
9 incorporated by reference into this Consent Agreement.

10                                   TERMINATION AND SATISFACTION

11           22. The provisions of this Consent Agreement shall be  
12 deemed satisfied upon the execution by both parties of an  
13 Acknowledgment of Satisfaction (Acknowledgment). DTSC will  
14 prepare the Acknowledgment for Respondent's signature. The  
15 Acknowledgment will specify that Respondent has demonstrated  
16 to the satisfaction of DTSC that the terms of this Consent  
17 Agreement including payment of DTSC's costs have been  
18 satisfactorily completed. The Acknowledgment will affirm  
19 Respondent's continuing obligation to preserve all records  
20 after the rest of the Consent Agreement is satisfactorily  
21 completed.  
22

23                                   EFFECTIVE DATE

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

SIGNATORIES

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

DATE: 6/27/02

Signed by Michael R. Harrison  
Signature of Respondent' Representative

Michael R. Harrison, V.P&CEO Trico Realty  
Name and Title of Respondent's  
Representative

DATE: 6/28/02

Signed by Stephen W. Lavinger  
Stephen W. Lavinger, Chief  
Southern California Branch  
State Regulatory Programs Division  
Hazardous Waste Management  
Department of Toxic Sub. 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.