

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:)	Docket HWCA: P3-04/05-001
)	
Solar Turbines Inc. (Kearny Mesa))	
4200 Ruffin Road)	
San Diego, California 92123)	
)	
Respondent.)	CORRECTIVE ACTION
)	CONSENT AGREEMENT
)	
Solar Turbines Incorporated)	
100 Northeast Adams Street)	
Peoria, Illinois 61629)	
)	
EPA I.D. Number:)	
CAT 000 626 549)	Health and Safety Code
)	Section 25187

INTRODUCTION

1. The Department of Toxic Substances Control (DTSC) and Solar Turbines, 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 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.

1.3. Respondent is the owner and operator of a hazardous waste facility located at 4200 Ruffin Road, San Diego, California 92123 (Facility).

1.4. Respondent engaged in the management of hazardous waste pursuant to an Interim Status Document issued by the Department of Health Services, which was DTSC's predecessor agency, on April 6, 1981. On November 7, 1985, Respondent was issued a hazardous waste facility permit by the Department of Health Services. Respondent's authorization to operate the Facility as a hazardous waste facility ended on November 7, 1991. Respondent did not renew its hazardous waste facility permit and proceeded to close the permitted storage and treatment units.

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

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

1.7. Respondent waives any right to request a hearing on this Consent

Agreement pursuant to Health and Safety Code section 25187.

FINDINGS OF FACT

2.1. Respondent completed a Site Assessment Report in June 1993, a Phase II Workplan in July 1995 and a Phase II Site Assessment in July 1996. On January 16, 2001, U.S. EPA completed a RCRA Facility Assessment (RFA). The Phase II Workplan and the RFA identified fifteen solid waste management units (SWMUs) and one area of concern (AOCs) that either have released or may release hazardous waste or hazardous waste constituents into the environment. The SWMUs and AOCs are as follows:

- 1) New Hazardous Waste Storage Yard;
- 2) Old Hazardous Waste Storage Yard;
- 3) New Oil/Water Separation System;
- 4) Former Oil/Water Separation System;
- 5) Two Aboveground Waste Oil Storage Tanks (3,000 and 3,700-gallons);
- 6) Former Aboveground Spent Coolant Storage Tank (1,640-gallons);
- 7) Two Former Oil/Water Separation System Aboveground Storage Tanks (1,000-gallons each);
- 8) Former Underground Spent Coolant Storage Tank (47,500-gallons);
- 9) Paint Separation System;
- 10) Paint Solvent Stills;
- 11) Oily Water Collection System;
- 12) Two Aboveground Recyclable Oil Tanks (2,700-gallons each)
- 13) Compaction Area
- 14) Waste Collection Systems for Abrasive Blasting Booths
- 15) Satellite Accumulation Areas for Hazardous Waste
- 16) AOC 1, Former Underground Tank Farm.

2.2. Based on the RFA, the Phase II Site Assessment Report, further review of the records available to DTSC, and site visits by DTSC on April 7, 2004 and July 5, 2005, DTSC concludes that further investigation is needed to determine the nature and extent of any release of hazardous waste or hazardous waste constituents in the following SWMUs and AOCs as listed below:

- 1) SWMU 1
- 2) SWMU 3
- 3) SWMU 9
- 4) SWMU 10
- 5) SWMU 11
- 6) SWMU 16, Underground Sump - Southwest of Maintenance Building KM-11
- 7) AOC 1, Former Underground Tank Farm

2.3. The hazardous waste and hazardous waste constituents of concern at the Facility are kerosene, diesel fuel, lube oil, unleaded and regular gasoline, used machining coolant, paint sludge, solvents, petroleum hydrocarbons, total extractable

petroleum hydrocarbons, aromatic hydrocarbon compounds, aromatic volatile organic compounds, total volatile hydrocarbons, cadmium, nickel and zinc.

2.4. Hazardous wastes or hazardous waste constituents have migrated or may migrate from the Facility into the environment through the following pathways: surface soil, air, surface water, and ground water.

2.5. The Facility is located in San Diego adjacent to the Montgomery Field City Airport. The Facility is located within an area zoned for commercial/industrial uses. The Facility is bounded by Ruffin Road to the east and Montgomery Airport to the west. The northern and southern boundaries are occupied by industrial and commercial operations. The Facility occupies approximately 44 acres of Land. The Facility is built on a graded pad on top of a mesa at elevations ranging from 420 to 435 feet above mean sea level (MSL). The closest water body to the Facility is Murphy Canyon Creek, located in Murphy Canyon approximately 0.5 miles east of the Facility. Four groundwater monitoring wells are located in the old underground storage tanks area.

2.6. Releases from the Facility have or may have migrated through the vadose zone towards air and/or surface and ground water.

PROJECT COORDINATOR

3. 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.

WORK TO BE PERFORMED

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

CURRENT CONDITIONS REPORT AND RCRA FACILITY INVESTIGATION

5.1. Within sixty (60) days of the effective date of this Consent Agreement, Respondent shall submit to DTSC a Current Conditions Report and a Workplan for a RCRA Facility Investigation (RFI Workplan) to address the six SWMUs and one AOC listed in Section 2.2 of this Consent Agreement. The Current Conditions Report and RFI Workplan are subject to approval by DTSC and shall be developed in a manner consistent with, and to the extent applicable, the Scope of Work for a RCRA Facility Investigation contained in Attachment 1. DTSC will review the Current Conditions Report and RFI Workplan and notify Respondent in writing of DTSC's approval or disapproval.

5.2. The Current Conditions Report shall contain an assessment of interim measures. The assessment must include both previously implemented interim measures and other interim measures that could be implemented at the Facility. The assessment must also identify any additional data needed for making decisions on interim measures. This new data or information shall be collected during the early stages of the RCRA Facility Investigation (RFI).

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

5.4. Concurrent with the submission of a RFI Workplan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with Attachment 2.

5.5. Concurrent with the submission of a RFI Workplan, Respondent shall submit to DTSC for approval a Community Profile in accordance with Attachment 3. Based on the information provided in the Community Profile and any Supplement to the Community Profile, if DTSC determines that there is a high level of community concern about the Facility, Respondent shall prepare a Public Participation Plan.

5.6. Within 90 days of DTSC's approval of the RFI Workplan, Respondent shall submit a RFI Report to DTSC for approval. The RFI Report shall be developed in a manner consistent with, and to the extent applicable, the Scope of Work for a RCRA Facility Investigation contained in Attachment 1. If there is a phased investigation, separate RFI Reports and a report that summarizes the findings from all phases of the RFI must be submitted to DTSC in accordance with DTSC-approved RFI Workplan schedule. DTSC will review the RFI Report(s) and notify Respondent in writing of DTSC's approval or disapproval.

5.7. Concurrent with the submission of a RFI Report, or in accordance with the schedule contained in the approved RFI Workplan, Respondent shall submit to DTSC for approval a RFI Summary Fact Sheet to DTSC that summarizes the findings from all phases of the RFI. DTSC will review the RFI Summary Fact Sheet and notify Respondent in writing of DTSC's approval or disapproval, including any comments and/or modifications. When DTSC approves the RFI Summary Fact Sheet, Respondent shall mail the approved RFI Summary Fact Sheet to all individuals on the Facility mailing list established pursuant to California Code Regulations, title 22, section 66271.9(c)(1)(D), within 15 calendar days of receipt of written approval.

INTERIM MEASURES

6.1. Respondent shall evaluate available data and assess the need for interim measures (IMs) in addition to those specifically required by this Consent Agreement. Interim measures shall be used whenever possible to control or abate immediate threats to human health and/or the environment, and to prevent and/or minimize the spread of contaminants while long-term corrective action alternatives are

being evaluated.

6.2. Following the submittal of the Current Conditions Report by Respondent, DTSC shall review the Respondent's assessment and determine which IMs, if any, shall be implemented by Respondent at the Facility. If deemed appropriate by DTSC, such determination may be deferred until additional data are collected.

6.3. If at any time Respondent identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or discovers new solid waste management units not previously identified, Respondent shall notify DTSC Project Coordinator orally within 48 hours of discovery and notify DTSC in writing within 10 days of discovery summarizing the findings, including the immediacy and magnitude of the potential threat to human health and/or the environment. Within thirty (30) days of receiving DTSC's written request, Respondent shall submit to DTSC an IM Workplan for approval. The IM Workplan shall include a schedule for submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. The IM Workplan, IM Operation and Maintenance Plan, and IM Plans and Specifications shall be developed in a manner consistent with the Scope of Work for Interim Measures Implementation contained in as Attachment 4. If DTSC determines that immediate action is required, DTSC Project Coordinator may orally authorize the Respondent to act prior to DTSC's receipt of the IM Workplan.

6.4. If DTSC identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or discovers new solid waste management units not previously identified, DTSC shall notify Respondent in writing. Within thirty (30) days of receiving DTSC's written notification, Respondent shall submit to DTSC for approval an IM Workplan that identifies Interim Measures that will mitigate the threat. The IM Workplan shall include a schedule for submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. The IM Workplan, IM Operation and Maintenance Plan, and IM Plans and Specifications shall be developed in a manner consistent with the Scope of Work for Interim Measures Implementation contained in as Attachment 4. If DTSC determines that immediate action is required, DTSC Project Coordinator may orally authorize Respondent to act prior to receipt of the IM Workplan.

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

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

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

CORRECTIVE MEASURES STUDY AND IMPLEMENTATION

7. Based on the findings of the Current Conditions Report and the RFI Report, if DTSC determines that subsequent phases of work, including, but not limited to, a Risk Assessment, Corrective Measures Study, or implementation of Corrective Measures, are necessary, DTSC and Respondent shall negotiate another consent agreement or amend this Consent Agreement to address the additional work. If another consent agreement or an amendment is not reached within 60 days, DTSC reserves its right to issue an order or take any other action provided for by law. DTSC's costs incurred in negotiating the subsequent consent agreement or the amendment are considered costs incurred pursuant to this Consent Agreement and are payable under this Consent Agreement.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

8. 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 shall make an initial determination regarding the applicability of CEQA. If the activities are not exempt from CEQA, DTSC shall conduct an Initial Study. Based on the results of the Initial Study, DTSC shall determine if a Negative Declaration or an Environmental Impact Report (EIR) should be prepared. DTSC shall prepare and process any such Negative Declaration. However, should DTSC determine that an EIR is necessary, such an EIR would be prepared under a separate agreement between DTSC and Respondent.

DTSC APPROVAL

9.1. 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.

9.2. 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.

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

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

SUBMITTALS

10.1. Beginning with the first full month following the effective date of this Consent Agreement, Respondent shall provide DTSC with monthly progress reports of corrective action activities conducted pursuant to this Consent Agreement. Progress reports are due on the tenth day of the first month following the close of each reporting

period. The progress reports shall conform to the Scope of Work for Progress Reports contained in Attachment 5. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

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

10.3. The certification required by paragraph 10.2 above, shall be in the following form:

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

Signature: _____

Name: _____

Title: _____

Date: _____

10.4. 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.

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 necessary in addition to, or in lieu of, the tasks and deliverables included in any part of DTSC-approved workplans. DTSC shall request in writing that Respondent perform the additional work and shall specify the basis and reasons for DTSC's determination that the additional work is necessary. Within 14 days after the receipt of such determination, Respondent may confer with DTSC to discuss the additional work DTSC has requested. If required by DTSC, Respondent shall submit to DTSC a workplan for the additional work. Such workplan shall be submitted to DTSC within 30 days of receipt of DTSC's determination or according to an alternate schedule established by DTSC. Upon approval of a workplan, Respondent shall implement it in accordance with the provisions and schedule contained therein. The need for, and disputes concerning, additional work are subject to the dispute resolution procedures specified in this Consent Agreement.

QUALITY ASSURANCE

13.1. 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.

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

SAMPLING AND DATA/DOCUMENT AVAILABILITY

14.1. 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.

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

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

ACCESS

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

RECORD PRESERVATION

16.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six years after its termination, all data, records, and documents that relate in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at the Facility. Respondent shall notify DTSC in writing 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
Southern California Permitting and Corrective Action Branch
Hazardous Waste Management Program
Department of Toxic Substances Control
1011 N. Grandview Avenue
Glendale, California 91201

16.2. 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.

16.3. All documents pertaining to this Consent Agreement shall be stored in a central location at the Facility, or at a location otherwise agreed to by the parties, to afford easy access by DTSC and its representatives.

DISPUTE RESOLUTION

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

17.2. 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.

17.3. 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, Southern California Permitting and Corrective Action Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, with a copy to DTSC's Project Coordinator. The written objection must be mailed to the Branch Chief within 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.

17.4. DTSC and Respondent shall have 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.

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

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

RESERVATION OF RIGHTS

18.1. 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.

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

18.3. 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 shall notify Respondent in writing as soon as practicable regarding the decision to perform any work described in this section.

18.4. 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.

18.5. 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.

OTHER CLAIMS

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

COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

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

OTHER APPLICABLE LAWS

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

REIMBURSEMENT OF DTSC'S COSTS

22.1. Respondent shall pay DTSC's costs incurred in the implementation of this Consent Agreement.

22.2. An estimate of DTSC's costs is attached as Attachment D showing the amount of \$ 73,754.00. It is understood by the parties that this amount is only a cost estimate for the activities shown on Attachment D and it may differ from the actual

costs incurred by DTSC in overseeing these activities or in implementing this Consent Agreement. DTSC shall provide additional cost estimates to Respondent as the work progresses under the Consent Agreement

22.3. Respondent shall make an advance payment to DTSC in the amount of \$ 20,000.00 within 30 days of the effective date of this Consent Agreement. If the advance payment exceeds DTSC's costs, DTSC shall refund the balance within 120 days after the execution of the Acknowledgment of Satisfaction pursuant to Section 24 of this Consent Agreement.

22.4. DTSC shall provide Respondent with a billing statement at least quarterly, which shall 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.

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

22.6. 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.

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

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

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

MODIFICATION

23.1. 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.

23.2. 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 shall be in writing and signed by the Chief, Southern California Permitting and Corrective Action Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, or his or her designee. Any approved workplan revision shall

be incorporated by reference into this Consent Agreement.

TERMINATION AND SATISFACTION

24. The provisions of this Consent Agreement shall be deemed satisfied upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC shall prepare the Acknowledgment for Respondent's signature. The Acknowledgment shall 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 shall affirm Respondent's continuing obligation to preserve all records after the rest of the Consent Agreement is satisfactorily completed.

EFFECTIVE DATE

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

SIGNATORIES

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

DATE: September 11, 2006 BY: //Original Signed by//

Michael Haak, V.P. of Turbo Machinery Products
Name and Title
Solar Turbines, Inc.

DATE: September 12, 2006 BY: //Original Signed by//

Jose Kou, P. E., Chief
Southern California Permitting and
Corrective Action Branch
Hazardous Waste Management Program
Department of Toxic Substances Control

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This corrective action order posted on the DTSC 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 on the document.