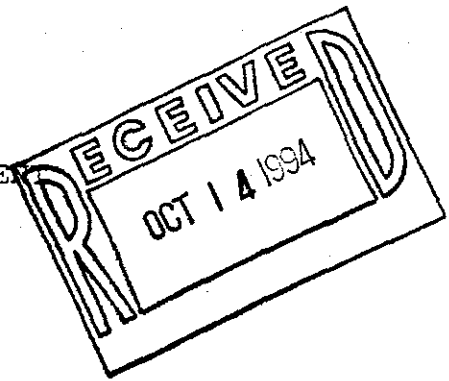


ADMINISTRATIVE AGREEMENT ON CONSENT

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AEROJET ORDNANCE - CHINO



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Attachment

1. RFI SCOPE OF WORK & HEALTH AND SAFETY PLAN
2. INTERIM MEASURES WORKPLAN
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6. PROGRESS REPORTS

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

REGION 4

IN THE MATTER OF:)	
)	
AEROJET GENERAL CORPORATION)	
OWNER/OPERATOR)	
	)	ADMINISTRATIVE AGREEMENT
Aerojet Ordnance - Chino	)	ON CONSENT
End of Woodview Road)	
Chino Hills, CA 91710)	
	)	Docket No.
CAD 981 457 302)	
)	
)	
Respondent	)	Proceeding under Sections
	)	25187 and 25200.10 of the
	)	California Health and Safety Code
)	
)	
)	

I. JURISDICTION

1. This Corrective Action Administrative Agreement on Consent (Consent Agreement) is issued pursuant to the authority vested in the State of California Department of Toxic Substances Control (Department) by Section 25187 of the California Health and Safety Code (H&SC). The Department has been authorized to implement its hazardous waste management program in lieu of the Resource Conservation and Recovery Act (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA), 42 U.S.C. Section 6928(h). Authority to implement the state program in lieu of RCRA has been granted by the United States Environmental Protection Agency (USEPA) pursuant to 42 U.S.C. Section 6926.

Section 25187 of the H&SC authorizes the Department to issue an order when the Department determines that there is or has been a release(s) or threatened release(s) of hazardous waste or constituents into the environment from a hazardous waste facility, or when the Department determines that any person has violated, is violating, or threatens to violate specified provisions of the Health and Safety Code or any permit, rule, regulation, standard, or requirement issued or adopted pursuant thereto. An order issued pursuant to H&SC Section 25187 shall require that the person take corrective action with respect to release(s) of hazardous waste or constituents, beyond the facility boundary where necessary to protect human health and the environment, including the cleanup of the hazardous waste or constituents, abatement of the effects thereof, facility investigation(s) and any other necessary corrective measure(s). Additionally, H&SC Section 25200.10 authorizes the Department to order any owner or operator of a facility engaged in hazardous waste management to take corrective action for all release(s) of hazardous waste or constituents from a hazardous waste management unit or solid waste management unit, regardless of the time at which waste was released at the facility.

2. By entering into this Consent Agreement, Respondent hereby waives its right to a hearing under H&SC Section 25187.

3. This Consent Agreement is issued to Aerojet General Corporation (Respondent), the owner/operator of the facility located at end of Woodview Road, Chino Hills, California 91710 (the "Facility"). Respondent consents to and agrees not to contest the Department's jurisdiction to issue this Consent Agreement and to enforce its terms. Further, Respondent will not contest the Department's jurisdiction to: compel compliance with this Consent Agreement in any subsequent enforcement proceedings, either administrative or judicial; require Respondent's full or interim compliance with the terms of this Consent Agreement; or impose sanctions for violations of this Consent Agreement.

II. DEFINITIONS

The following definitions and others that may apply in this Consent Agreement shall be consistent with 22 CCR Section 66260.10 and H&SC Section 25110:

"Facility" means all contiguous land and structures, other appurtenances, and improvements on the land used for the treatment, transfer, storage, resource recovery, disposal, or recycling of hazardous waste. A hazardous waste facility may consist of one or more treatment, transfer, storage, resource recovery, disposal, or recycling hazardous waste management units or combinations of these units. (22 CCR Section 66260.10)

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment. (22 CCR Section 66260.10)

"Solid Waste Management Unit" or "SWMU" means any unit at a hazardous waste facility from which hazardous constituents might

migrate, irrespective of whether the units were intended for the management of wastes, including but not limited to: containers, tanks, surface impoundments, waste piles, land treatment units, landfills, incinerators and underground injection wells. (22 CCR Section 66260.10)

"Waste" means waste as defined in 22 CCR 66261.2. (22 CCR Section 66260.10)

"Hazardous Waste" means a hazardous waste as defined in 22 CCR Section 66261.3. Hazardous waste includes extremely hazardous waste, acutely hazardous waste, RCRA hazardous waste, non-RCRA hazardous waste, and special waste. (22 CCR Section 66260.10)

"Hazardous Constituent" means a constituent that caused the USEPA Administrator to list the hazardous waste in the Code of Federal Regulations (CFR), Title 40, Part 261, Subpart D, or a constituent listed in Table 1 of 40 CFR 261.24. (22 CCR Section 66260.10)

"Day" means a calendar day. Periods of time are calculated by excluding the first day and including the last. Except, if the last day is a Saturday, Sunday or other holiday specified in Government Code section 6700 it is also excluded. (22 CCR Section 66260.10)

"Person" means an individual, trust, firm, joint stock company, business concern, corporation, including, but not limited to, a government corporation, partnership and association. Person also includes any city, county, district, commission, the State or any department, agency or political subdivision thereof, any interstate body, and the Federal Government or any department or agency thereof to the extent permitted by law. (22 CCR Section 66260.10)

"Area of Concern" (AOC) means a potential SWMU as described in Section V.

III. STATEMENT OF PURPOSE

In entering into this Consent Agreement, the mutual objectives of the Department and the Respondent are: (1) to perform Interim Measures (IM) at the Facility, as deemed necessary by the Department, to address documented releases of hazardous waste or hazardous materials into the environment, (2) to perform a RCRA Facility Investigation (RFI) on the SWMUs and AOCs identified in section V, paragraph 7, to determine fully the nature and extent of any release of hazardous waste and/or hazardous constituents at or from the Facility; (3) to perform a Corrective Measure Study (CMS) on the SWMUs and AOCs identified in section V, paragraph 7, to identify and evaluate alternatives for the corrective action necessary to prevent, mitigate and/or remediate any releases of hazardous wastes or hazardous constituents at or from the Facility; (4) to implement the corrective measure or measures selected by the Department at the Facility. Respondent may combine the RFI Workplan, the RFI Report, the CMS Workplan, and the CMS Report into a single document for review and approval by the Department.

IV. PARTIES BOUND

1. This Consent Agreement shall apply to and be binding upon the Department, Respondent and their officers, directors, employees, agents, successors and assigns, heirs, trustees, receivers and upon all persons, including but not limited to, contractors and consultants acting under or on behalf of the Respondent.

2. No change in ownership or corporate or partnership status relating to the Facility will in any way alter Respondent's responsibility under this Consent Agreement. Any conveyance of title, easement, or other interest in the Facility, or a portion of the Facility, shall not affect Respondent's obligations under this Consent Agreement. Respondent will be responsible for and liable for any failure to carry out all activities required of Respondent by

the express terms and conditions of this Consent Agreement, regardless of Respondent's use of employees, agents, contractors, or consultants to perform any such tasks.

3. Respondent shall provide a copy of this Consent Agreement to all contractors, laboratories, and consultants retained to conduct or monitor any portion of the work performed pursuant to this Consent Agreement within fourteen (14) days of the retention of such contractor and shall condition all such contracts on compliance with the terms of this Consent Agreement.

4. Respondent shall give written notice of this Consent Agreement to any successor in interest prior to transfer of ownership or operation of the Facility and shall notify the Department within seven (7) days prior to such transfer.

5. Respondent agrees to undertake all actions required by the terms and conditions of this Consent Agreement including any portions of this Consent Agreement incorporated by reference. Respondent consents to the issuance of this agreement without a hearing pursuant to H&SC Section 25187(d) as a Consent Agreement issued pursuant to H&SC Section 25187.

V. FINDINGS OF FACT

1. Aerojet General Corporation is a person, as defined in H&SC Section 25118, doing business in the State of California.

2. Respondent is a generator of hazardous waste and operated a hazardous waste management facility located at end of Woodview Road, Chino Hills, California 91710. Respondent further engaged in treatment (OB/OD activity), and storage of hazardous waste at the Facility subject to interim status requirements [22 Code of California Regulations (CCR) section 66265]. The Hazardous Waste Management Units (HWMUS) described in this subsection (V.2.) are

presently undergoing closure pursuant to a Department Approved Closure Plan [22 CCR Section 66265].

3. Respondent owned and/or operated the Facility as a hazardous waste management facility on and after November 19, 1980, under H&SC Section 25200.

4. Respondent has operated the Facility continuously since 1954. On November 12, 1984, Respondent filed a Part A permit application with EPA and the Department's predecessor agency, the Toxic Substances Control Program of the California Department of Health Services.

5. The Department authorized Respondent to manage hazardous waste or constituents by interim status document issued effective November 12, 1984.

6. Respondent is the only present owner or operator of the Facility. A portion of the land comprising the Facility is leased by Respondent.

7. Documentation of Release

Information taken from the Preliminary Assessment conducted for the United States Environmental Protection Agency indicates there have been releases of hazardous waste and hazardous constituents from the facility into soils. The existence of groundwater and the potential for releases from the SWMUs and AOCs to any groundwater has not been established to date. This potential will be assessed by the Department and the results will become part of this Consent Agreement. Chemical analysis of soil samples shows that there have been releases of explosives into soils. In addition, a number of solid waste management units (SWMUS) (releases known to have occurred) and areas of concern (AOCS) (no documented information on releases) have been identified to date (see below).

Some of these SWMUs and AOCs may not have had release controls while they were in operation and, therefore, may have soil contamination. The locations of the SWMUs and AOCs are shown in Figure 1. These units are described as follows:

SWMU #1. Former Burn area. Burn area A (former burn area 9 in the Closure Plan) is located on the western side of the facility and was reportedly used from 1954 to 1968 for the burning of high explosives.

SWMU #2. Landfill. This area was a landfill area at one time and may contain buried ventilation filters, assorted hardware, remnants of buildings and other debris. It has not been determined at this time if hazardous waste is present.

SWMU #3. Ranch Well. This well consisted of several concrete casings stacked vertically and buried. Most of the materials in the casings were metallic objects. Inert ordnance was removed from the casings in 1992. Sampling from this area indicated the presence of nitroguanidine at 0.1 ppm in the soil.

SWMU #4. Buried 4,000 gallon tank. It is believed that this tank was filled in 1980 with inert aluminum cartridges to which an unknown type of salt was added to facilitate oxidation of the aluminum. The tank was removed in 1992. Sampling was conducted on soils outside of this tank but specific results are not available at this time.

SWMU #5. Buried Con-X Building. No sampling has been conducted at this location and it is not known if any wastes are associated with this building in area 1c.

SWMU #6. Caustic Ponds. Two caustic ponds, one 350,000 gallons capacity and the other 270,000 gallons capacity,

were used for evaporation of wastewater from the production of proprietary organic chemicals. The ponds were closed in 1979, and soil samples were collected and analyzed and the results were submitted to the Santa Ana Regional Water Quality Control Board.

SWMU #7. Former Redwater Pond. This pond was used for the evaporation of redwater and was closed in 1979. Soil samples have been collected and analyzed from this location, but the results are not available at this time.

SWMU #8. Former HEI Pond. This pond was used for evaporation of wastewater associated with high explosives incendiary (HEI) and was closed in 1979. Soil sampling results are not available at this time.

SWMU #9. Area 18. This area is located in the southwest corner of the Facility and was a former open burn area. This area is called former burn area B in the Preliminary Assessment and former burn area 5 in the Closure Plan. The area was reportedly used from 1954 to 1968 or 1977. Sampling for explosives and CCR metals was conducted by Jaykim Engineers, Inc. in 1992. Results from this sampling need to be compared with the health-based clean closure levels to determine if further action is necessary.

Areas of Concern:

AOC #1. Waste Explosive Storage Magazines. Hazardous waste storage activities have occurred here since 1968. The present area is about 4 years old (information taken from the Preliminary Assessment) and is paved and bermed, but not covered with an impervious coating (information obtained by the Department during the November 18, 1993 site visit). Hazardous waste is stored here in steel containers called

dravos and includes bulk wastes, such as HEI, propellant, tracer mix, and black powder, as well as rejected cartridges and projectiles. Different wastes are stored in separate dravos. Waste is stored for less than 90 days. This area requires sampling to determine if a release of hazardous constituents has occurred.

AOC #2. Hazardous Waste Storage Area/former waste oil tank.

It is not known when hazardous waste storage in this area began. Waste currently stored here includes waste oil, paint waste, metal parts cleaner, spray gun cleaner, and wastes from the auto shop and wood shop. Waste is stored for less than 90 days. The area is secondarily contained with bermed pavement and concrete and fenced but the concrete is not covered with an impervious coating. This area requires sampling to determine if a release of hazardous constituents has occurred.

8. The hazardous wastes and/or hazardous constituents identified in paragraph seven (7) above may pose a threat to human health and the environment.

9. The Facility is located near the City of Chino Hills and is approximately two miles from the neighboring community. The topography of the land around the unit consists of a random mixture of low rolling hills and shallow canyons. There are no rivers or other significant surface waters in the immediate vicinity. The nearest sensitive habitat, Chino Hills State Park, is located approximately one mile to the south. No schools or residential areas exist within two miles of the site. The nearest drinking water well is located 2.75 miles to the northeast of the Open Burn/Open Detonation (OB/OD) area and contributes water to 35,000 customers of the City of Chino Hills. The depth to groundwater at the site ranges from 120 feet to 800 feet, and the net precipitation in the region is approximately -39 inches. It is unlikely that soil contamination

at the facility will impact groundwater.

10. Releases of hazardous waste from the Facility into the soil may impact wildlife present on the site. It is unlikely that dust will affect areas of human habitation since there is a large buffer zone (distance of two miles) between the facility and residential areas.

11. On May 15, 1992, the United States Environmental Protection Agency, acting under the Environmental Priorities Initiative (EPI) Program, issued a Preliminary Assessment (PA) for the purpose of identifying Solid Waste Management Units (SWMUS) at the Facility. The PA describes the SWMUs and AOCs shown in Figure 1 of this Consent Agreement, where releases of hazardous wastes or hazardous constituents to the environment may have occurred. For the purposes of this Consent Agreement, Respondent agrees that these locations as identified in Figure 1 fall within the definition of SWMU or AOC and are thus potentially subject to corrective action.

12. Respondent is currently undergoing Implementation of RCRA Closure under the supervision of the Department of Toxic Substances Control - Region 4. The Hazardous Waste Management Units to be closed are two open burn pits, a popping oven, a trash incinerator, a below ground detonation area and a drop box.

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the foregoing findings of fact, and after consideration of the Administrative Record, the Department has made, although Respondent does not admit, the following conclusions of law and determinations:

1. Respondent is/was the owner or operator of a facility at which hazardous wastes and/or constituents are or have been stored, treated and/or disposed.

2. Respondent is a "person" for purposes of corrective action within that term's meaning in H&SC Section 25187(a) (1).

3. Certain wastes and constituents found at the Facility are hazardous wastes and/or hazardous constituents pursuant to H&SC Sections 25117, 25140 and 25141, and 22 CCR Section 66261.

4. There is or has been a release of hazardous wastes and/or hazardous constituents into the environment from the Facility.

5. The actions required by this Consent Agreement are necessary to investigate any releases and remediate, if necessary, such releases in order to protect human health and/or the environment.

VII. PROJECT COORDINATOR

1. Within fourteen (14) days of the effective date of this Consent Agreement, the Department and Respondent shall each designate a Project Coordinator and shall notify each other in writing of the Project Coordinator it has 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. The Department's Project Coordinator will be the Department's designated representative at the Facility. All communications between Respondent and the Department, and all documents, reports, approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators.

2. The Department and Respondent may change its respective Project Coordinator but agree to provide at least seven (7) days written notice prior to changing its Project Coordinator.

3. The absence of the Department Project Coordinator from the Facility shall not be cause for the stoppage of work.

VIII. WORK TO BE PERFORMED

1. Pursuant to H&SC Section 25187, Respondent agrees to perform the acts specified in Section VIII: Work to Be Performed, in the manner and by the dates specified herein. All work undertaken pursuant to this Consent Agreement shall be performed in a manner consistent with, at a minimum: the attached Scopes of Work, which include the following: the Department approved Interim Measures Workplan if deemed necessary by the Department, a RCRA Facility Investigation Workplan for the SWMUs and AOCs described in section V, a RCRA Facility Investigation Report which will include sampling results and remediation measures, if needed. The Department will select a remediation measure, if needed, based on this report and then submit the decision and accompanying documentation for public notice. A CMS will be performed only if deemed necessary by the Department. If a CMS is deemed necessary, remediation alternatives will be specified in the CMS Report instead of the RFI Report. Respondent also agrees to submit any other workplans or reports as deemed necessary by the Department. This work shall be consistent with H&SC and other applicable state and federal laws, their implementing regulations; and applicable EPA or Department guidance documents. Applicable guidance may include, but is not limited to, the "RCRA Facility Investigation (RFI) Guidance" (Interim Final, May 1989, EPA 530/SW-89-031), "RCRA Groundwater Monitoring Technical Enforcement Guidance Document" (OSWER Directive 9950.1, September 1986), "Test Methods For Evaluating Solid Waste" (SW846) and "Construction Quality Assurance for Hazardous Waste Land Disposal Facilities" (EPA 530/SW-85-031, July 1986). All Attachments to this Consent Agreement are incorporated by reference as if fully set forth herein. All references to days shall mean calendar days.

2. Pursuant to a meeting between the Department and Respondent held on April 12, 1994, it was agreed that since the RFI and any necessary remediation will be undertaken promptly for the releases documented to date, Interim Measures will not be required unless Respondent or the Department identifies an immediate or potential threat to human health and/or the environment.

A. INTERIM MEASURES (IM)

1. In the event Respondent identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous constituents, or discovers new solid waste management units not previously identified, Respondent shall notify the Department Project Coordinator orally within 48 hours of discovery and notify the Department in writing within 10 days of discovery summarizing the findings including the immediacy and magnitude of the potential threat(s) to human health and/or the environment. Within 90 days of receiving the Department's written request, Respondent shall submit to the Department an IM Workplan for approval. The IM Workplan shall include a schedule for submitting to the Department 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 IM Scope of Work appended as Attachment 2 to this Consent Agreement. If the Department determines that immediate action is required, the Department Project Coordinator may orally authorize the Respondent to act prior to the Department's receipt of the IM Workplan.

2. If the Department identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous constituents, or discovers new solid waste management units not previously identified, the Department may notify the Respondent in writing. Within 90 days of receiving the Department's written notification,

Respondent shall submit to the Department for approval an IM Workplan that identifies Interim Measures which will mitigate the threat. The IM Workplan shall include a schedule for submitting to the Department 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 IM Scope of Work appended as Attachment 2 to this Consent Agreement. If the Department determines that immediate action is required, the Department Project Coordinator may orally authorize the Respondent to act prior to Respondent's receipt of the Department's written notification or the Department's receipt of the IM Workplan.

3. All IM Workplans shall ensure that the Interim Measures are designed to mitigate current or potential threat(s) 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.

4. Concurrent with the submission of an IM Workplan, Respondent shall submit to the Department a Health and Safety Plan in accordance with Attachment I of this Consent Agreement.

5. Concurrent with the submission of an IM Workplan, Respondent shall submit to the Department a Public Involvement Plan, if deemed necessary by the Department, in accordance with Attachment 3 of this Consent Agreement.

B. RCRA FACILITY INVESTIGATION (RFI)

1. Within 60 days of the effective date of this Consent Agreement, Respondent shall submit to the Department the RFI Workplan for the SWMUs and AOCs identified in Section V. This workplan shall include a Current Conditions Report. This Workplan is

subject to approval by the Department and shall be developed in a manner consistent with the RFI Scope of Work contained in Attachment 1.

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

3. If a CMS is required, the CMS Workplan shall detail the methodology for developing and evaluating potential corrective measures to remedy any contamination at the Facility. The Workplan/Report shall identify the potential corrective measures, including any innovative technologies, that may be used for the containment, treatment, remediation, and/or disposal of contamination.

4. If a CMS is required, Respondent shall prepare treatability studies for all potential corrective measures that involve treatment except where the Respondent can demonstrate to the Department's satisfaction that they are not needed. The CMS Report shall include, at a minimum, a summary of the proposed treatability study including a conceptual design, a schedule for submitting a treatability study workplan, or Respondent's justification for not proposing a treatability study.

5. The RFI Report shall include the requirements contained in attachment 1, as well as proposed remediation measures, if needed. If there is a phased investigation, separate RFI Reports

for each phase and a summary report that summarizes the findings from all phases of the RFI must be submitted to the Department. This summary report must support development of alternatives from which a corrective measure will be selected by the Department if a CMS is not performed. The Department will review the RFI/ Report(s) and notify Respondent in writing of the Department's approval or disapproval, including any comments and/or modifications, in accordance with Section X, Agency Approval/Submittals/Proposed Contractor/Additional Work.

6. The RFI Workplan shall contain a Health and Safety Plan in accordance with Attachment 1 of this Consent Agreement.

7. The RFI Workplan shall contain a Public Involvement Plan, if deemed necessary by the Department, which is subject to the Department's approval. The Public Involvement Plan shall be developed in accordance with Attachment 3 of this Consent Agreement.

8. In accordance with the Public Involvement Plan requirements found in this Consent Agreement, the Department will provide the public with an opportunity to review and comment on the final draft of the RFI Report and the Department's proposed cleanup standard and remedy for the SWMUs and AOCs.

9. Following the public comment period, the Department may approve the RFI Report and select a final corrective measure(s) or require Respondent to revise the RFI Report and/or perform additional corrective measures studies, if necessary.

10. The Department will notify Respondent of the final corrective measure selected by the Department in the Final Decision and Response to Comments. The notification will include the Department's reasons for selecting the corrective measure.

D. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The Department must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Agreement are projects requiring CEQA compliance. The Department will prepare an Initial Study as required by CEQA and based on the Corrective Measures Study Report, and at any time that an activity required by this Consent Agreement requires CEQA compliance. Based on the results of the Initial Study, the Department will determine if a Negative Declaration or Environmental Impact Report (EIR) should be prepared. The Department would prepare and process any such Negative Declaration. However, should the Initial Study document that an EIR is necessary, such EIR would be prepared under a separate agreement between the Department and the Respondent.

E. CORRECTIVE MEASURES IMPLEMENTATION (CMI)

1. Within 60 days of Respondent's receipt of notification of the Department's selection of the corrective measure(s), Respondent shall submit to the Department a Conceptual Design, if deemed necessary by the Department. The Conceptual Design is subject to approval by the Department and shall be developed in a manner consistent with the CMI Scope of Work contained in Attachment 5.

2. The CMI program shall be designed to facilitate the design, construction, operation, maintenance and monitoring of corrective measures at the Facility. The CMI program will include a CMI workplan, a Health and Safety Plan, any any other plans and specifications, if deemed necessary by the Department.

3. Respondent must demonstrate financial assurance for completing the approved corrective measures. At a minimum, the Construction Workplan shall contain a cost estimate for construction and operation and maintenance of the corrective measures(s) , specify which financial mechanism will be used and when the

mechanism will be established. Financial assurance mechanisms may include a performance or surety bond, liability insurance, an escrow performance guarantee account, a trust fund, financial test or corporate guarantee as described in Title 22 California Code of Regulations (CCR) Section 66265.143 or any other mechanism acceptable to the Department. The mechanism shall be established to allow the Department access to the funds to undertake the CMI tasks if Respondent is unable or unwilling to undertake the required actions.

4. Respondent shall implement the selected corrective action measure(s) in accordance with the approved schedule, if and only if the Corrective Action Measures Implementation (CMI) Plan and schedule are approved by the Department.

5. Respondent shall be responsible for all operation and maintenance requirements in accordance with the CMI Plan.

6. During the implementation of the selected corrective action measure(s), the Department may specify such additions, modifications and revision to the CMI Plan as deemed necessary to protect public health and safety or the environment or to better implement the selected corrective action measure(s).

7. Any corrective action technology employed in implementation of the selected corrective action measure(s) shall be left in place and operated by Respondent until and except to the extent that the Department authorizes Respondent in writing to discontinue, move or modify some of all of the corrective action technology, either because the Department has determined that Respondent has met the criteria specified in the selected corrective action measure(s) for its discontinued use or because the modifications requested would better achieve the goals of the selected corrective action measure(s).

IX. PUBLIC PARTICIPATION IN CORRECTIVE MEASURE(S) SELECTION

1. The Department will provide the public with an opportunity to review and comment on the final draft of the RFI Report, the Department's proposed corrective measure(s) for the Facility and the Department's justification for selection of such corrective measure(s) (the "Statement of Basis").

2. Following the public comment period, the Department may approve the RFI Report, modify the Report based on the comments received, and select a final corrective measure(s) or require Respondent to revise the Report and/or perform additional corrective measures studies.

3. The Department will notify Respondent of the final corrective measure selected by the Department in the Final Decision and Response to Comments ("RTC"). The notification will include the Department's reasons for selecting the corrective measure. Nothing herein shall prejudice Respondent's rights to appeal or take any other action with respect to such decision.

X. DEPARTMENT APPROVAL/SUBMITTALS/PROPOSED CONTRACTOR/ADDITIONAL WORK

A. DEPARTMENT APPROVALS

1. The Department will provide Respondent with its written approval, approval with conditions and/or modifications, disapproval, or disapproval with comments for any workplan, report (except progress reports), specification or schedule submitted pursuant to or required by this Consent Agreement. Such approval, approval with conditions and/or modifications, disapproval, or disapproval with comments will be signed by the Chief of the Facility Permitting Branch, Department of Toxic Substances Control

Region 4, or his/her designated agent in the event of said Chief's extended absence.

2. Respondent shall revise any workplan, report, specification or schedule in accordance with the Department's written comments, unless dispute resolution is initiated pursuant to Section XV of this Consent Agreement. Respondent shall submit to the Department any revised submittals in accordance with a due date specified by the Department. Revised submittals are subject to the Department's approval or disapproval, with comments and/or modification.

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

4. Any Department approved workplan, report, specification, or schedule, shall be deemed incorporated into this Consent Agreement. Prior to this written approval, no workplan, report, specification or schedule shall be construed as approved and final. Verbal advice, suggestions, or comments given by Department representatives will not constitute an official approval, nor shall any verbal approval or verbal assurance or approval be considered binding.

B. SUBMITTALS

1. Beginning with the first full month following the effective date of this Consent Agreement, Respondent shall provide the Department with monthly progress reports of corrective action activities conducted pursuant to this Agreement. Progress reports are due on the first day of the month. The progress reports shall conform to the requirements contained in Attachment 6 to this Consent Agreement. the Department may adjust the frequency of progress reporting to be consistent with site-specific activities.

2. Any report or other document submitted by Respondent pursuant to this Consent Agreement which makes any representation concerning Respondent's compliance or noncompliance with any requirement of this Consent Agreement shall be signed and certified by the Project Coordinator of Respondent.

3. The certification required by paragraph two (2) above, shall be in the following form:

"I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to evaluate the information submitted. I certify that the information contained in or accompanying this submittal is true, accurate, and complete. As to those identified portion(s) of this submittal for which I cannot personally verify the accuracy, I certify that this submittal and all attachments were prepared in accordance with procedures designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, or the immediate supervisor of such person(s), the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature: _____

Name: _____

Title: _____

Date: _____

4. Three copies of all documents, including but not limited to, workplan(s), reports, and other correspondence to be submitted pursuant to this Consent Agreement shall be hand delivered, sent by certified mail, return receipt requested, or by overnight express mail to the Department Project Coordinator or to other addressees she/he designates. Submittals specifically exempted from the three copy requirement outlined above are all progress reports, and any other correspondence of less than 15 pages, of which one copy is required. All submittals required by this Consent Agreement shall be printed on recycled paper and shall be copied double-sided whenever practicable.

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

6. The Respondent shall submit to the Department upon request the results of all sampling and/or tests or other data generated pursuant to this Agreement.

C. PROPOSED CONTRACTOR/CONSULTANT

All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous waste site cleanup. Respondent's contractor or consultant shall have the technical expertise sufficient to adequately perform all aspects of the work for which they are responsible. Within fourteen (14) days of the effective date of this Consent Agreement, Respondent shall notify the Department 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.

D. ADDITIONAL WORK

1. The Department may determine or Respondent may propose that certain tasks, including investigatory work, remedial action, engineering evaluation, or procedure/methodology modifications are necessary in addition to, the tasks and deliverables included in any the Department approved workplans in order to meet the purposes set forth in the Statement of Purpose (Section III). The Department shall request in writing that Respondent perform the additional work and shall specify the basis and reasons for the Department's determination that the additional work is necessary. Within fourteen (14) days after the receipt of such determination, Respondent shall have the opportunity to meet or confer with the Department to discuss the additional work the Department has requested. If required by the Department, Respondent shall submit a workplan to the Department for the additional work. Such workplan shall be submitted to the Department within thirty (30) days of receipt of the Department's determination or according to an alternate schedule established by the Department. Upon approval of a workplan, Respondent shall implement it in accordance with the provisions and schedule contained therein. The need for additional work and any disputes arising hereunder are subject to the dispute resolution procedures specified in this Consent Agreement including this agreement's provisions for judicial review of any final Department decision.

XI. QUALITY ASSURANCE

1. Respondent shall follow all applicable Departmental and 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 the Department prior to implementation; must be documented, including

reasons for the deviations; and must be reported in the applicable report (e.g., RFI).

2. The name(s), addresses and telephone numbers of the California state certified analytical laboratories Respondent proposes to use must be specified in the applicable workplan(s).

3. All workplans required under this Consent Agreement shall include data quality objectives for each data collection activity to ensure that data of known and appropriate quality are obtained and that data are sufficient to support their intended use(s).

4. Respondent shall monitor to ensure that high quality data are obtained by its consultant or contract laboratories. Respondent shall ensure that laboratories used by Respondent for analysis perform such analysis according to the latest approved edition of "Test Methods for Evaluating Solid Waste, (SW-846)", or other methods deemed satisfactory to the Department. If methods other than USEPA methods are to be used, Respondent shall specify all such protocols in the applicable workplan (e.g., RFI Workplan). The Department may reject any data that does not meet the requirements of the approved workplan or the USEPA analytical methods and require re-sampling and analysis.

5. Respondent shall ensure that California state certified laboratories used by Respondent for analyses participate in a quality assurance/quality control program equivalent to that which is followed by the Department. The Department may conduct a performance and quality assurance/quality control audit of the laboratories chosen by Respondent before, during, or after sample analyses. Upon request by the Department, the Respondent shall have their selected laboratory perform analyses of samples provided by the Department to demonstrate laboratory performance. If the audit reveals deficiencies in a laboratory's performance or quality assurance/quality control, re-sampling and analysis may be required.

XII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

1. Respondent shall submit to the Department upon request the results of all sampling and/or tests or other data generated by Respondent or its agents, pursuant to this agreement. However, nothing in this subsection shall be construed as relieving Respondent of its obligations under state or federal law to report releases of hazardous waste and/or hazardous substances.

2. Notwithstanding any other provisions of this Consent Agreement, the State of California retains all of its information gathering and inspection authority and rights including enforcement actions related thereto, under H&SC and any other applicable state or federal applicable statutes or regulations.

3. Respondent shall notify the Department in writing at least seven (7) days prior to beginning each intrusive investigation (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 the Department Project Coordinator, or if the Project Coordinator is unavailable, his/her section or acting section chief, to commence such activities immediately. At the request of the Department, Respondent shall provide or allow the Department 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, the Department shall allow Respondent or its authorized representative(s) to take split or duplicate samples of all samples collected by the Department under this Consent Agreement.

4. Respondent may assert a business confidentiality claim covering all or part of any information submitted to the Department pursuant to this Consent Agreement. Any assertion of confidentiality must be made in accordance with 22 CCR Section 66260.2 and

accompanied by responses to the questions listed at 40 CFR 2. 204 (e) (4) or such claim shall be deemed waived. Information determined to be confidential by the Department shall be disclosed only to the extent permitted by 40 CFR Part 2 and 22 CCR Section 66260.2. If no such confidentiality claim accompanies the information when it is submitted to the Department, the information may be made available to the public by the Department without further notice to the Respondent. Respondent agrees not to assert any confidentiality claim with regard to any physical or analytical data.

XIII. ACCESS

1. Subject to the security and safety procedures implemented by Respondent at the facility to meet OSHA, Department of Defense, regulatory obligations and internal facility requirements, Respondent agrees to provide the Department and its representatives access at all reasonable times to the Facility and any other property to which access is required for implementation of this Consent Agreement and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of Respondent or its contractors or consultants.

2. To the extent that work being performed pursuant to this Consent Agreement must be done beyond the Facility property boundary, Respondent shall use its best efforts to obtain access agreements necessary to complete work required by this Consent Agreement from the present owner(s) of such property within thirty (30) days of approval of any workplan for which access is required. Best efforts as used in this paragraph shall include, at a minimum, forwarding a letter by Certified Mail from Respondent to the present owner(s) of such property requesting access agreement(s) to permit Respondent and the Department and its authorized representatives to access such property and further agreeing to the payment of

reasonable sums of money in consideration of granting access. Any such access agreement shall provide for access by the Department and its representatives. Respondent shall provide the Department's Project Coordinator with a copy of any access agreement(s). In the event that agreements for access are not obtained within thirty (30) days of approval of any workplan for which access is required, or of the date that the need for access become known to Respondent, Respondent shall notify the Department in writing within fourteen (14) days thereafter regarding both the efforts undertaken to obtain access and its failure to obtain such agreements. The Department may, at its discretion, assist Respondent in obtaining access. In the event the Department obtains access, Respondent shall undertake Department approved work on such property.

3. Respondent agrees to indemnify the State of California and the United States as provided in Section XIX: Indemnification, for any and all claims arising from Respondent's activities on such property.

4. Nothing in this section limits or otherwise affects the Department's right of access and entry pursuant to applicable state or federal laws and regulations.

5. Nothing in this Consent Agreement shall be construed to limit or otherwise affect the Respondent's liability and obligation to perform corrective action including corrective action beyond the Facility boundary. If Respondent uses best efforts to obtain access and is unable to do so, the Department will thereafter assert its lawful authority under the California Health and Safety Code to obtain such access. Should the Department fail to obtain such access, Respondent's obligation under this Consent Agreement with respect to such offsite areas shall be deferred until such access is obtained by either Respondent or the Department.

XIV. RECORD PRESERVATION

1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six (6) years after its termination, all data, records and documents now in its possession or control or which come into its possession or control which relate in any way to this Consent Agreement or to hazardous waste management and/or disposal at the Facility. Respondent shall notify the Department in writing ninety (90) days prior to the destruction of any such records and shall provide the Department 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 of Facility Permitting Branch
Facility Permitting Branch
Department of Toxic Substances Control - Region 4
245 West Broadway, Suite 350
Long Beach, California 90802

2. Respondent further agrees that within thirty (30) days of retaining or employing any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, Respondent will enter into an agreement with any such agents, consultants, or contractors whereby such agents, consultants, and/or contractors will be required to provide Respondent a copy of all documents produced pursuant to this Consent Agreement.

3. All documents pertaining to this Consent Agreement shall be maintained in a centralized location at the Respondent's corporate offices, Ranch Cordova, California. During the pendency of this Consent Agreement, copies of all documents pertaining to this Consent Agreement will be stored in a centralized location at the Chino Facility.

XV. DISPUTE RESOLUTION

1. The parties agree to use their best efforts to informally and in good faith resolve all disputes or differences of opinion. The parties agree that the procedures contained in this section are the sole procedures for resolving disputes arising under this Consent Agreement. If Respondent fails to follow any of the requirements contained in this section then it shall have waived its right to further consideration of the disputed issue.

2. If Respondent disagrees, in whole or in part, with any written decision by the Department pursuant to this Consent Agreement, Respondent's Project Coordinator shall orally notify the Department Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

3. If the Project Coordinators cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objections in writing. Respondent's written objections must be directed to the Chief of the Facility Permitting Branch, Department of Toxic Substances Control - Region 4, with a copy to the Department Project Coordinator. This written notice must be mailed to such person(s) within fourteen (14) days of Respondent's receipt of the Department's written decision. Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.

4. The Department and Respondent shall have fourteen (14) days from the Department's receipt of Respondent's written objections to attempt to resolve the dispute through formal discussions. This time period may be extended by the Department for good cause. During such time period, the Respondent will have an opportunity to meet or confer with the Department to discuss the dispute and the Respondent's objections.

5. After the formal discussion period, the Department will provide the Respondent with its written decision on the dispute. The Department's written decision will reflect any agreements reached during the formal discussion period and be signed by the Chief of the Facility Permitting Branch, Department of Toxic Substances Control - Region 4 or his/her designated representative in the event of said Chief's extended absence. The decision shall be incorporated into and become an enforceable element of this Consent Agreement.

6. If Respondent disagrees with the Department's final position regarding the dispute, Respondent may submit a petition to Chief, Permitting Division, Hazardous Waste Management Program (Division Chief), within fourteen (14) days of Respondent's receipt of the Department's final position. Respondent's petition shall set forth the basis of the dispute. The Division Chief shall receive written evidence and testimony concerning the Department's position and Respondent's objection thereto, and shall decide whether the Department's position is appropriate under all the facts and circumstances within 30 days of submission of Respondent's petition unless the Department informs Respondent in writing otherwise. The Division Chief shall issue a written decision affirming the Department's position, setting aside the Department's position, or amending the Department's position, as appropriate. The Division Chief's decision shall set forth the reasons for the ruling. The Division Chief's decision shall be the final decision of the Department.

7. Respondent may challenge any Department decision made pursuant to this subsection (Dispute Resolution) by Writ of Mandate filed in the Superior Court of San Bernardino County. Respondent must file said writ within ten (10) business days of receipt of the final decision of the Department at issue and must serve the Department within five (5) business days of filing said writ. Failure to timely file or serve as described herein constitutes a waiver by Respondent in seeking judicial review of the final

decision of the Department at issue. Respondent agrees that the standard of judicial review shall be whether the Department's action was arbitrary and capricious when it rendered its decision. Respondent, moreover, agrees not to seek any other form of judicial review. The Parties further agree that judicial review of any Department decision made pursuant to this subsection shall be exclusively limited to the administrative record, which shall consist of all matter relied upon by the Department in rendering its decisions under this subsection, including without limitation, all written material submitted by Respondent before and during the dispute resolution process described herein related to the issue(s) in dispute and all written material prepared by or in possession of the Department related to the issue(s) in dispute, including, where applicable, any and all public comments. Respondent further agrees that should it seek a Writ of Mandate that it will not seek to introduce any evidence outside the administrative record, specifically, any and all information of any kind or for any purpose whatsoever that Respondent did not introduce either before or during the dispute resolution process described in this subsection.

8. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work to be performed under this Consent Agreement which 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 complinace obligation or deadline required pursuant to this Consent Agreement.

XVI. RESERVATION OF RIGHTS

1. The Department reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Agreement, including without limitation the assessment of penalties under H&SC Section 25187.

This Consent Agreement shall not be construed as a covenant not to sue, release, waiver, or limitation of any rights, remedies, powers, and/or authorities, civil or criminal, which the Department has under any statutory, regulatory, or common law authority of the United States and California.

2. The Department reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and to request that Respondent perform additional tasks. Except as provided in paragraph 3 of this section, the Department agrees to provide Respondent with notice by fax or by telephone before disapproving any work and may allow Respondent to correct any determined deficiency.

3. The Department reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and/or remedial actions as it deems necessary to protect human health and/or the environment. The Department may exercise its authority under any applicable state or federal law or regulation to undertake response actions at any time. Notwithstanding compliance with the terms of this Consent Agreement, Respondent is not released from liability, if any, for the costs of any response actions taken or authorized by the State of California. The Department will notify Respondent in writing as soon as practicable after the decision to perform any work described in this section.

4. If the Department determines that activities in compliance or noncompliance with this Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous constituent(s), or a threat to human health and/or the environment, the Department may order Respondent to stop further implementation of this Consent Agreement for such period of time as the Department determines may be needed to abate any such release or threat and/or to undertake any action which the Department determines is necessary

to abate such release or threat. Respondent shall be excused for any noncompliance due to any delay occasioned by such stop order.

5. This Consent Agreement is not intended to be nor shall it be construed to be a permit. The parties acknowledge and agree that the Department'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 H&SC or any other applicable local, state, or federal laws and regulations.

6. In any subsequent administrative or judicial proceeding initiated by the State of California for injunctive or other appropriate relief relating to the Facility, Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the State of California in the subsequent proceeding were or should have been raised in the present matter.

XVII. OTHER CLAIMS

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

activity performed or expense incurred pursuant to this Consent Agreement.

XVIII. OTHER APPLICABLE LAWS

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

XIX. INDEMNIFICATION OF THE STATE OF CALIFORNIA

Respondent agrees to indemnify and save and hold harmless the State of California, its agencies, departments, agents, and employees, from any and all claims or causes of action arising from or on account of acts or omissions of Respondent or his/her agents, independent contractors, receivers, trustees, and assigns in carrying out activities required by this Consent Agreement. This indemnification shall not be construed in any way as affecting or limiting the rights or obligations of Respondent or the State of California under their various contracts. This indemnification by Respondent is subject to each of the following conditions:

- a) State of California promptly gives Respondent written notice of any Liability Claim and delivers to Respondent a copy of each document or other writing which State of California received in connection therewith;
- b) State of California, at its own expense, cooperates with Respondent in every reasonable way in connection with the defense of each Liability Claim;
- c) Respondent, at its option, may control the defense of each Liability Claim, select lawyers to defend each liability claim, and compromise and settle each Liability Claim; and

- d) State of California gives Respondent notice of the Liability Claim within one year after the expiration or termination of this Agreement, whichever first occurs.

XX. FINANCIAL RESPONSIBILITY

1. Respondent shall establish a financial assurance mechanism to ensure that all of the actions required for corrective Measure Implementation are successfully completed. The financial assurance mechanisms may include a performance or surety bond, liability insurance, an escrow performance guarantee account, a trust fund, financial test or corporate guarantee as described in 22 CCR Section 66265.143 or 40 C.F.R. Section 265.143(f) or any other mechanism acceptable to the Department. The mechanism shall be established to allow the Department access to the funds to undertake the RFI Workplan, the CMS Workplan, and the CMI Program Plan tasks if the Respondent is unable or unwilling to undertake the required actions.

XXI. REIMBURSEMENT OF DEPARTMENT OVERSIGHT COSTS

The Department reserves the right to seek reimbursement of its oversight costs if available under law. Respondent does not waive any defense or right of dispute.

XXII. MODIFICATION

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

2. Any requests for a compliance date modification or revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed compliance date modification or workplan revision. The Department has no obligation to approve such requests, but if it does so, such approval will be in writing and signed by the Chief of Facility Permitting Branch, Department of Toxic Substances Control - Region 4. Any approved workplan modification shall be incorporated by reference into this Consent Agreement.

XXIII. SEVERABILITY

If any provision or authority of this Consent Agreement or the application of this Consent Agreement to any party or circumstances is held by any judicial or administrative authority to be invalid, the application of such provisions to other parties or circumstances and the remainder of the Consent Agreement shall remain in force and shall not be affected thereby. The requirements of the within agreement are severable, and Respondent shall comply with each and every provision hereof, notwithstanding the effectiveness of any other provision.

XXIV. TERMINATION AND SATISFACTION

The provisions of this Consent Agreement shall be deemed satisfied upon Respondent's execution and the Department's receipt of an "Acknowledgment of Termination and Agreement to Record Preservation and Reservation of Rights" ("Acknowledgment"). The Department will prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that Respondent have demonstrated to the satisfaction of the Department that the terms of this Consent Agreement, including any additional tasks determined by the Department to be required pursuant to this Consent Agreement, have been satisfactorily completed. Respondent's execution of the Acknowledgment will affirm Respondent's continuing obligation to (1)

preserve all records and (2) recognize the Department's reservation of rights, in accordance with Section XVI: Reservation of Rights after the rest of the Consent Agreement is satisfactorily completed.

XXV. JURISDICTION OF THE SUPERIOR COURT

For purposes of enforcing the terms of this Consent Agreement, Respondent and the Department agree to accept and not to contest the jurisdiction of the Superior Court of the County of San Bernardino.

XXVI. EFFECT OF SETTLEMENT/NO ADMISSION OF LIABILITY

This Consent Agreement is an offer of compromise pursuant to California Evidence Code Section 1152 and Federal Rule of Evidence 408. This Consent Agreement is not admissible in any judicial or administrative proceeding except for purposes of enforcing this Consent Agreement, demonstrating the good faith of the parties in entering this Consent Agreement or adjudicating the terms of this Consent Agreement. Respondent denies any and all legal or equitable liability under any federal, state or local statute, regulation, ordinance or common law for any response costs, damages or claims caused by or arising out of conditions at or arising from the Facility. By entering into this Consent Agreement, or by taking any action in accordance with it, Respondent expressly denies and does not admit any allegations, findings, determinations or conclusions contained herein, nor does Respondent admit liability for any purpose or admit any issues of law or fact or any responsibility for the alleged release or threat of release of hazardous waste or hazardous waste constituents into the environment. Respondent agrees, however, not to challenge the Department's jurisdiction to enter into and enforce this Consent Agreement.

XXVII. COUNTERPARTS

This Consent Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

XXVIII. SUBMITTAL SUMMARY

The following is a summary of significant deadlines required by this Consent Agreement. To the extent this submittal summary is inconsistent with any other section of this Consent Agreement, such other section shall apply.

<u>Section</u>	<u>Action</u>	<u>Due Date</u>
VIII	Designate Project Coordinator and notify the Department in writing	14 days from effective date of Consent Agreement
XI	Notify the Department in writing of contractors to carry out terms of Consent Agreement	14 days from effective date of Consent Agreement
XI	Submit first Progress Report	1st day of the first full month following the effective date of Consent Agreement
XI	Submit progress reports	monthly
VIII	Submit Interim Measures Workplan, IM Health and Safety Plan, Public Involvement Plan	60 days from Department request
VIII	Submit RFI Workplan Current Conditions Report Public Involvement Plan, and Health and Safety Plan	60 days from effective date Consent Agreement or other Dept. approved date

XII	Notify the Department of when field work starts	7 days before each intrusive investigation
XI	Implement approved Workplans	In accordance with schedules contained in approved Workplans or other Dept. approved schedule
IX	Notify the Department orally of potential threats to human health	48 hours after discovery
IX	Notify the Department in writing of potential threats to human health	7 days after discovery
VIII	Submit RFI Report	60 days after completion of RFI field work, or other Dept. approved date
IX	Submit CMI Workplan	60 days from receipt of notification of Dept. selection of a corrective measures or other Dept. approved date, if required

XXIX. EFFECTIVE DATE

The effective date of this Consent Agreement shall be the date on which this Consent Agreement becomes fully executed and Respondent receives written notification thereof.

XXX. SIGNATORIES

Each undersigned representative of Respondent to this Consent Agreement and of the Department certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Agreement and to execute and legally bind such party to this document.

IT IS SO AGREED:

DATE: _____

BY: _____

Mohinder S. Sandhu, P. E., Chief
Facility Permitting Branch
Department of Toxic Substances Control,
Region 4
245 West Broadway, Suite 350
Long Beach, California 90802

DATE: 10/26/94

BY: _____

Original contains signature
Aérojet General Corporation

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:	)	Docket No. P4-00/01/004
)	
)	
AEROJET GENERAL CORPORATION	)	FIRST AMENDMENT TO
OWNER/OPERATOR	)	CORRECTIVE ACTION
	)	ADMINISTRATIVE AGREEMENT
Aerojet Ordnance - Chino	)	ON CONSENT
End of Woodview Road)	
Chino Hills, CA 91710)	
	)	Proceedings under Sections
CAD 981 457 302	)	25187 and 25200.10 of the
<u>Respondent</u>	)	California Health and Safety Code

On November 2, 1994, the Department of Toxic Substances Control ("DTSC") and Aerojet General Corporation ("Respondent") entered into a Corrective Action Administrative Agreement On Consent ("Consent Agreement"). Section XXII of the Consent Agreement provides that the Consent Agreement may be modified in a writing signed by both parties. Based upon Facility investigations conducted subsequent to 1994, as indicated in the Revised RCRA Facility Investigation ("RFI") Report dated January, 1999, DTSC and Respondent hereby enter into this First Amendment To Corrective Action Administrative Agreement On Consent ("First Amendment") to amend the Consent Agreement as follows:

I. Subsection V.7. Documentation of Release of Section V Findings of Fact is amended to add to the SWMUS and AOCS listed therein the following additional SWMUS and AOCS:

- SWMU #10A, Building 035, Building 015, Dragon Tooth Mine Test Area;
- SWMU #11, Drop Tower;
- SWMU #12, Former Drum Storage Area;
- SWMU #13, Former Detonation Box;
- SWMU #14, Building 037;
- SWMU #15, Upper A-12 Test Area; and
- SWMU #16, Building 011, Building 012.
- AOC #3, Former Burn Area #19;
- AOC #4, Lake Aerohead;
- AOC #5, Test Ranges 14, 16, 17;
- AOC #6, Test Range 1C;
- AOC #7, Test Range 7D;
- AOC #8, Building 010;

AOC #9, Test Ranges 7 and 7B;
AOC #10, Metal Forming Area;
AOC #11, Building 003 (Chemical Test Area);
AOC #12, Arena Test Area, and
AOC #13, 3-Tier Test Area.

These areas are described in the Revised RFI Report dated January 1999, and are depicted in Figure 2 attached hereto and incorporated herein by reference.

II. Subsection F is added to the end of Section VIII Work To Be Performed to read as follows:

"F AUTHORITY TO DETONATE

Respondent is authorized to detonate ordnance discovered during ordnance investigation activities performed as part of the corrective action provisions of this Consent Agreement, and an emergency detonation permit therefor shall not need to be granted. Respondent shall notify DTSC at least one week in advance of any detonation (except for detonation-in-place) and provide an opportunity for a DTSC representative to be present on site to witness the detonation. If an ordnance item needs to be detonated-in-place, Respondent shall notify DTSC thereof as soon as possible and shall provide an opportunity for a DTSC representative to be present on site to witness the detonation."

Except as amended by this First Amendment, the provisions of the Consent Agreement remain in full force and effect. This First Amendment shall take effect upon the date when it is fully executed by the parties. Each undersigned representative of the parties certifies that he or she is fully authorized to enter into the terms and conditions of this First Amendment and to execute and legally bind such party to it.

Date: 12/19/00

By: Original contains signature
Aerojet-General Corporation

Date: 1/2/01

By: Original contains signature
Karen Baker, CEG, CHG, Chief
Geology and Corrective Action Branch
Department of Toxic Substances Control