

Council Meeting of
September 26, 2006

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: Community Development – Authorize license agreement for
Seven (7) Groundwater Monitoring Wells**

RECOMMENDATION

The Community Development Director recommends that the City Council authorize the Mayor and the City Clerk to execute and attest to a License Agreement with Tyco Electronics Corporation for seven (7) groundwater monitoring wells.

FUNDING

No funding required.

BACKGROUND AND ANALYSIS

The Los Angeles Regional Water Quality Control Board (RWQCB) has directed Tyco Electronics Corporation, as owner of the former Matrix Science facility at 435 Maple Avenue, to install seven (7) monitoring wells at several locations. The purpose of these wells is to monitor for possible chlorinated hydrocarbon in groundwater, which may have migrated from the former Matrix property.

Tyco Electronics Corporation is requesting to install seven (7) groundwater monitoring wells to be located in the public right-of-way. Exhibit "A" of the License Agreement (Attachment A) shows the locations for these proposed wells. Attachment B is an email from Weston Solutions, Inc. explaining the need for the proposed groundwater monitoring wells and the necessity for the wells to be located in the street.

The RWQCB had indicated that the potential plume migration southeast of the former Matrix facility site must be monitored. Therefore, the wells will be installed in Columbia Street and California Street, between Maple Avenue and Alaska Avenue and Teri Avenue and Cerise Avenue, between Maricopa Street and Torrance Boulevard.

The wells will be installed in the parking lane of these streets and will have minimum impact or disruption of existing vehicular traffic.

A copy of a License Agreement with Tyco Electronics Corporation is attached. This Agreement requires a \$70,000 bond, an \$811 license fee and \$1,000,000 liability insurance policy if Tyco Electronics Corporation is not self-insured. This is a standard agreement used in previous well constructions. It exempts the City from any financial or legal encumbrances associated with the construction, operation, and relocation or actions required as a result of test data obtained from said wells.

The drilling, installation, and development of the proposed wells will take approximately one (1) day for each well. The boreholes will be ten (10) inches in diameter and approximately 100 feet deep. The monitoring wells will be four (4) inches in diameter. A traffic vault with lid will be set flush with the ground surface and contain a locking watertight cap. A Construction and Excavation permit will be required by the Community Development Department to regulate work in the public street.

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

By: 
TED SEMAAN, Manager
Transportation Planning,
Development Engineering &
Records Division

CONCUR:


JEFFERY W. GIBSON
Community Development Director


LEROY J. JACKSON
City Manager

City Manager's Note:
Letters will be mailed
to residents affected
by construction.

- Attachments:
- A. License Agreement with Exhibit "A"
 - B. Weston Solutions email dated June 21, 2005
 - C. California Regional Water Quality Control Board Letter

LICENSE AGREEMENT FOR MONITORING WELLS

THIS AGREEMENT, made and entered into in quadruplicate as of this _____ day of _____, 2006 in the City of Torrance by and between the **CITY OF TORRANCE**, a municipal corporation, hereinafter called the "City", and Tyco Electronics Corporation, a Pennsylvania Corporation, hereinafter called "Grantee";

WHEREAS, Grantee desires to drill one (7) monitoring wells on a City street easement at locations shown on attached map (Exhibit A); and

WHEREAS, the location and general description of the wells are satisfactory to the City; and

WHEREAS, said monitoring wells are for the purpose of determining the extent of, if any, chlorinated volatile organic compound migration in groundwater from the 435 Maple Avenue property in the City of Torrance hereinafter called "Site".

NOW, THEREFORE, the parties hereto agree as follows:

The City hereby grants to Grantee for the term of ten (10) years from the effective date of this Agreement, subject to extensions at the discretion of the City, subject, further, to all the special and general provisions attached hereto and made a part hereof, the right and privilege to construct, erect, maintain, operate, repair, renew, remove and abandon monitoring wells for determining the extent of chlorinated volatile organic compound migration in the City of Torrance as described and shown on Exhibit "A" attached hereto and made a part thereof.

GENERAL PROVISIONS

I. **LOCATION OF WELLS** - The wells shall be located as described and shown in Exhibit "A".

II. **CONSTRUCTION OF WELLS**

- A. **Time of Construction.** The Grantee, in good faith, shall commence the work of constructing the wells within 30 days from the date of this Agreement and shall complete such construction within 30 days after commencing construction.
- B. **As-Built Drawings and Maps.** Within ninety (90) days following the date in which any facilities have been constructed under this Agreement, the Grantee shall file as-built drawings and maps in such form as may be required by the City, showing accurately the location and size of all its facilities then in place, and shall, upon installation of any additional facilities, or upon removal, change or abandonment of all or any portion thereof, file revised as-built drawings and maps showing the location and size of all such additional, removed or abandoned facilities as of that date.

- C. Other Approvals. The installation and operation of the wells shall be to existing requirements of the City of Torrance and the Los Angeles Regional Water Control Board.
- D. Installation and Testing of Wells. The wells shall be installed, sampled and tested in substantial accordance with the Weston Solutions Inc. Work Plan (May 2006) prepared for Tyco Electronics Corporation, for assessment as may be amended or modified with approval of the RWQCB. A copy of the Work Plan is included as Exhibit B.

III. CONFORMANCE REQUIREMENTS

- A. Conformance with State Codes. The wells and appurtenances shall be constructed in accordance with all State of California Standards for the construction of wells as set forth in State laws, rules or regulations.
- B. Conformance with City Ordinances and Permits. The wells and appurtenances shall be constructed in conformity with all City ordinances, rules or regulations in effect at the time of construction, or as prescribed by the City.
- C. Conformance with Regulations and Requirements of Boards and Agencies. The wells shall be constructed and maintained in accordance with standards, regulations, or existing requirements of the Los Angeles Regional Water Quality Control Board and the State of California Department of Health Services.
- D. In the event Grantee assumes control of the Site, Grantee will maintain the grounds and improvements on the Site in a safe, clean and neat manner to the reasonable satisfaction of the Environmental Division of the Community Development Department of the City. Any containers stored on the Site must be screened from public view.

IV. CLEANUP OF BREAKS AND LEAKS

If any portion of any street shall be damaged by reason of Grantee's construction, operation or maintenance of any facility constructed or maintained under this Agreement, or if any street, sidewalk, sewer, storm drain or other facility be contaminated with waste water, gasoline or other substance due to operations by the Grantee, the Grantee shall, at its own expense, immediately repair or clean up or cause to be repaired or cleaned up any such damage or contamination and put such street, sidewalk, sewer, storm drain or other facility in substantially as good condition as it was before such contamination, to the reasonable satisfaction of the City. Such cleanups shall be accomplished in a timely manner, with as little public disruption as possible.

V. EMERGENCY CREWS

During the term of this Agreement, the Grantee shall provide within a twenty-four (24) hour notification, crews for the purpose of repairs, cleanup, preventing or minimizing serious immediate damage or the threat of damage to people or the environment in the event of an emergency resulting from an earthquake, act of war, civil disturbance, flood, leakage or other cause.

VI. REARRANGEMENT OF FACILITIES

- A. Expense of Grantee. Whenever, during the existence of this Agreement, the City shall change the grade, width, or location of any street or improve any street in any manner, including the laying of any sewer, storm drain, conduits, gas, water or other pipes owned or operated by the City or any other public agency, or construct any pedestrian tunnels, or other work of the City (the right to do all of which is specifically reserved to the City without any admission in its part that it would not otherwise have such rights) and such work shall, in the opinion of the City, render necessary any change in the position or location of any facilities of the Grantee in the street, the Grantee shall, at its own cost and expense, do any and all things to effect such change in position or location, in conformity with the written notice of the Community Development Director as provided in Paragraph D below.
- B. Expense of Others. When such change in construction or work is done for the accommodation of any person, firm or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, shall (a) deposit with the Grantee either cash or a corporate surety bond in an amount, as in the reasonable discretion of the Grantee shall be required to pay the costs of such change in work; and (b) shall execute an instrument agreeing to indemnify, defend and hold harmless the Grantee from any and all damages or claims caused by such rearrangement.
- C. Rearrangement of the Facilities of Others. Nothing in this Agreement contained shall be construed to require the City to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation; or to require the City or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of the Grantee. If the wells cannot be located as described in Exhibit "A", Grantor shall furnish Grantee with another reasonable acceptable location for such wells in the immediate vicinity.
- D. Notice. The Grantee shall be given not less than thirty (30) days written notice of any change or relocation of facilities which the Grantee is required to make hereunder. Such notice shall specify in reasonable detail the work to be done by the

Grantee and shall specify the time that such work is to be accomplished. In the event that the City shall change the provisions of any such notice given to the Grantee, the Grantee shall be given an additional period not less than thirty (30) days to accomplish such work.

VII. REMOVAL OR ABANDONMENT OF FACILITIES

- A. Application to City. At the expiration, revocation or termination of this Agreement or of the permanent discontinuance of the use of its facilities or any portion thereof, the Grantee shall, within thirty (30) days thereafter, make a written application to the City for authority (as determined by the Grantee) either (a) to abandon all, or a portion, of such facilities in place; or (b) to remove all, or a portion, of such facilities. Such application shall describe the facilities desired to be abandoned or removed by reference to the map or maps required by Article II, Section B, of this Agreement and shall also describe with reasonable accuracy the relative physical condition of such facilities.
- B. Determination of City. The City shall determine whether such abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected. The City shall then notify the Grantee in writing within 30 days following its receipt of Grantee's application, and according to such reasonable conditions as shall be specified that the Grantee may either effect such abandonment or such removal shall, as appropriate, within ninety (90) days thereafter, either:
1. Remove all or a portion of such facilities; or
 2. Abandon in place all or a portion of such facilities, as set forth in the Community Development Director's order.
- C. Failure to Properly Abandon. If any facilities to be abandoned in place subject to prescribed conditions shall not be abandoned in accordance with all such conditions, then the City may make additional appropriate orders, including, if deemed desirable, an order that the Grantee shall remove all such facilities in accordance with applicable requirements. In the event the Grantee shall fail to remove any facilities which the Grantee is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by the City, then the City may remove or cause to be removed such facilities at the Grantee's expense and the Grantee shall pay to the City the actual cost thereof plus the current rate of overhead being charged by the City for reimbursable work.

VIII. INDEMNIFICATION BY GRANTEE

A.

Grantee will indemnify, defend, and hold harmless City, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, relating to Grantee's activities under this Agreement, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of Grantee, its officers, employees, agents, subcontractors or vendors. It is further agreed, Grantee's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of City, its officers, employees or agents. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Grantee and City, as to whether liability arises from the sole negligence of the City or its officers, employees, agents, subcontractors or vendors, Grantee will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Grantee will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

B. Grantee shall indemnify and hold harmless the City, its officers, agents and/or employees from and against all claims, costs, expenses, actions, lawsuits, expenses of response, remediation, or cleanup costs, or damages and liability of any kind whatsoever, including but not limited to attorney fees and expenses, directly or indirectly arising out of or attributable to the release or threatened release of a hazardous substance emanating from the Site. This provision shall not apply to any action brought by a third party against the City. Grantee expressly covenants, warrants and promises not to sue the City, its officers, agents and/or employees in any action for contribution or indemnification for any remediation cleanup costs or response which Grantee undertakes as a result of any release of hydrocarbons from the Site.

This indemnity shall continue in full force and effect, and shall survive the termination of this agreement.

IX. INSURANCE REQUIREMENTS

A. INSURANCE

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of City of Torrance property thereunder by the Licensee, its' agents, representatives, employees or subcontractors. The insurance must be full coverage, or if self-insured, such self insurance must be approved by the City's Risk Manager.

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability.
 - a. Primary Bodily Injury with limits of at least \$250,000 per person, \$500,000 per occurrence and;
 - b. Primary Property Damage with limits of at least \$100,000 per occurrence, or;
 - c. Combined single limits of at least \$500,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, explosion, collapse and underground hazards, and contractual obligations with combined single limits of at least \$1,000,000 per occurrence.
3. Pollution Liability with coverage for:
 - a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. Defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages, and
 - d. Losses caused by pollution conditions that arise from the operations of the licensee described under the Scope of Services of this contract with combined single limits of at least \$1,000,000 per occurrence.
4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$500,000.

B. ADDITIONAL INSURED

The City of Torrance, Los Angeles County-Torrance Civic Center authority, Torrance Public Facilities Building Corporation, Torrance Transit System, Redevelopment Agency of the City of Torrance, Torrance Municipal Water Department, elected officials, officers, agents, employees, volunteers, and members of boards and commissions must be named as additional insureds with respect to liability arising out of the operation or property of Grantee.

C. SUFFICIENCY OF INSURERS

Insurance required by this contract/purchase order will be satisfactory only if issued by companies rated “B+” or better in the most recent edition of Best’s Key Rating Guide, and only if they are of a financial category of a “VII” or better.

D. INCREASE IN REQUIREMENTS

Such insurance shall be maintained by the Grantee for the life of Agreement, and each year on the anniversary of this franchise, Grantee will provide updated evidence that such insurance is in force. The City has the right during the term of this Agreement to amend the insurance requirements to increase the amount and scope of coverage. The City covenants that it will not exercise such right in an unreasonable manner.

X. DEFAULT

- A. Effect of Default. In the event that the Grantee shall default in the performance of any of the terms, covenants and conditions herein and such default is curable, the City shall give written notice to the Grantee of such default. In the event that the Grantee does not commence the work necessary to cure such default within thirty (30) days after such notice is sent or prosecute such work diligently to completion, the City may declare this Agreement forfeited. Upon giving written notice thereof to the Grantee, this Agreement shall be void and the rights of the Grantee hereunder shall terminate and the Grantee shall execute an instrument of surrender and deliver same to the City.
- B. Force Majeure. In the event Grantee is unable to perform any of the terms of this Agreement by reason of strikes, riots, acts of God, acts of public enemies or other such cause beyond its control, it shall not be deemed to be in default or have forfeited its rights hereunder if it shall commence and prosecute such performance with reasonable promptness as soon as possible to do so.
- C. Cumulative Remedies. No provision herein made for the purpose of securing the enforcement of the terms and conditions of this Agreement shall be deemed an

exclusive remedy, or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedies and procedures herein provided, in addition to those provided by law, shall be deemed to be cumulative.

XI. SCOPE OF RESERVATION

The enumeration herein of specific rights reserved shall not be construed as exclusive or as limiting and general reservation herein made or as limiting such rights as the City may now or hereafter have in law.

XII. NOTICE

All notices, requests, demands, or other communications under this Agreement must be in writing. Notice will be sufficiently given for all purposes as follows:

- A. **Personal delivery.** When personally delivered to the recipient: notice is effective on delivery.
- B. **First-class mail.** When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. **Certified mail.** When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
- D. **Overnight delivery.** When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. **Facsimile transmission.** When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day. Addresses for purpose of giving notice are as follows:

Grantee: Glen L. Foster
 Tyco Electronics Corporation
 Mail Stop 140-42
If by U.S. Mail
 P.O. Box 3608
 Harrisburg, PA 17105-3608
 Fax Number: 717-985-2683

If by overnight delivery
 2901 Fulling Mill Road
 Middletown, PA 17057

City of Torrance:

City Clerk
3031 Torrance Boulevard
Torrance, CA 90503
Fax: 310- 618-2931

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

XIII. SUCCESSORS

The terms herein shall inure to the benefit of or shall bind, as the case may be, the successors and assigns of the parties hereto.

XIV. ACCEPTANCE OF AGREEMENT

This Agreement is entered and shall be held and enjoyed only upon the terms and conditions herein contained.

XV. AGREEMENT TO BE STRICTLY CONSTRUED AGAINST GRANTEE

The Agreement is granted upon each and every condition herein contained and shall ever be strictly construed against Grantee. Nothing shall pass hereby unless it be granted in plain and unambiguous terms. Each of said conditions is a material and essential condition to the granting of this Agreement.

XVI. SPECIAL PROVISIONS

- A. **Bond.** This Agreement is granted on the condition that the Grantee has now and shall at all times during the life of this Agreement keep on file with the City a bond running to the City in the sum of Ten Thousand Dollars (\$10,000) per well, executed by a reputable indemnity company entitled to do business in the State of California. The said Bond shall contain the condition that the Grantee shall well and truly observe, fulfill and perform each and every term and condition of this Agreement, and that in case of any breach of condition of said Bond the whole amount of the sum therein named shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and from the sureties upon said Bond. The provisions of this paragraph shall not exempt the Grantee from compliance with any of the laws of the City in force during the term hereof, which require the Grantee to post a Bond other than the bond required by this paragraph.

- B. Fees. As reimbursement for administrative costs in the execution of this Agreement, the Grantee shall pay to the City in lawful money of the United States a fee of Four Hundred and Thirty-Three Dollars (\$433) and Fifty-Four Dollars (\$54) for each additional well. This payment shall be made to the City prior to the signing of this Agreement and if made by check shall be made payable to the City of Torrance.
- C. Independent Laboratory Analysis. Grantee agrees to have all chemical analyses of samples taken from the well, which are the subject of this Agreement, performed by qualified independent laboratories which are mutually acceptable to the Grantee and to the City. Grantee also agrees to provide, on request, copies of all analytical test reports to the City as soon as said reports are available.

CITY OF TORRANCE
A Municipal Corporation

COMPANY NAME
A Pennsylvania Corporation

By _____
Frank Scotto
Mayor of the City of Torrance

By *Glen L. Foster*
Glen L. Foster
Manager, Environmental Health & Safety

ATTEST:

COMMONWEALTH OF PENNSYLVANIA:
: SS
COUNTY OF DAUPHIN : :

Sue Herbers
City Clerk of City of Torrance

Subscribed and sworn to before me,
in my presence, this 15th day of
August, 2006, a Notary Public in
and for the Commonwealth of
Pennsylvania, County of Dauphin.

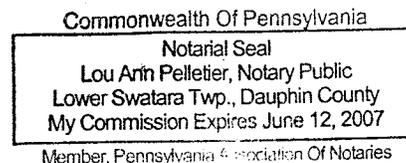
APPROVED AS TO FORM:

Lou Ann Pelletier
Notary Public

JOHN L. FELLOWS III
City Attorney

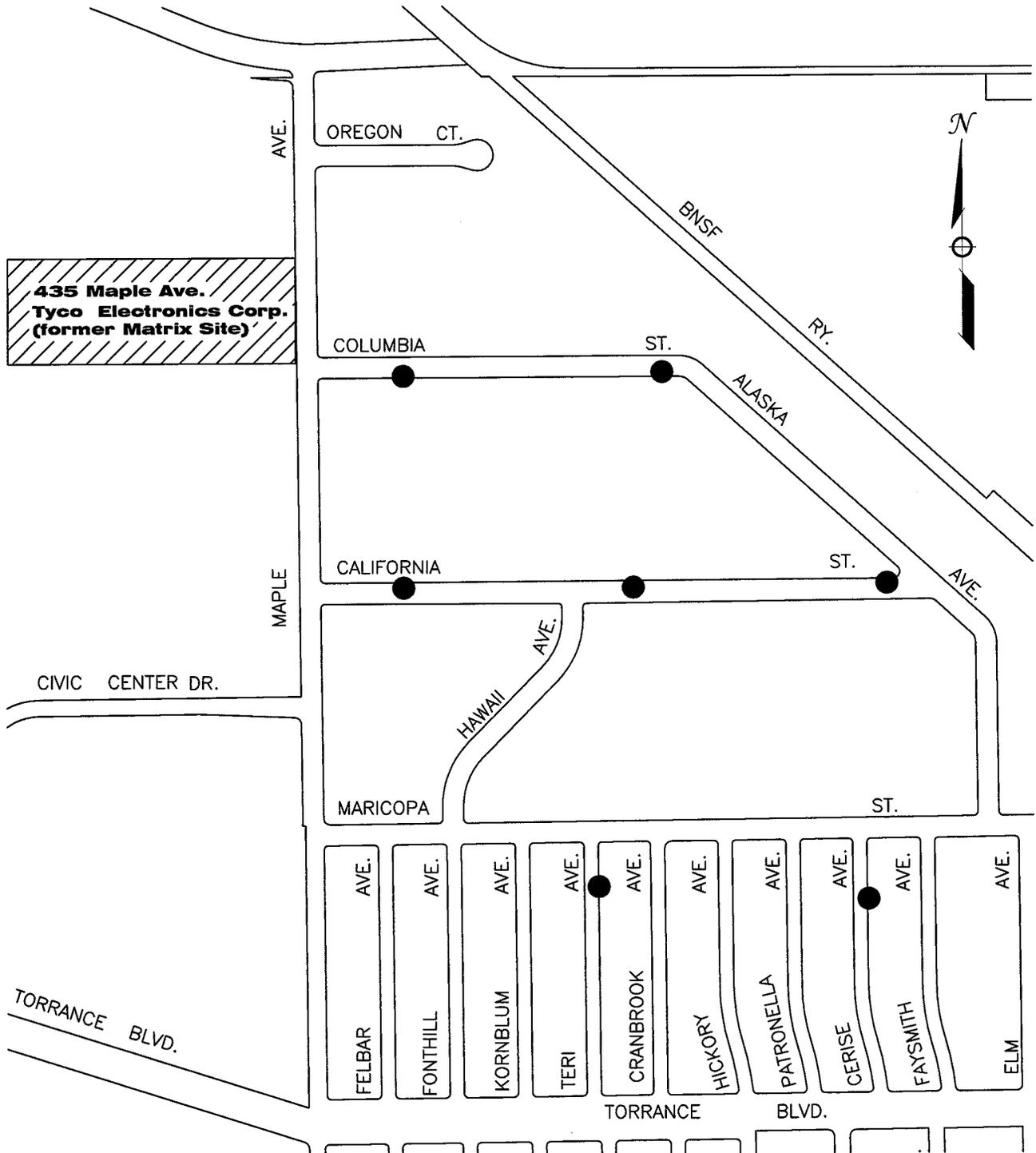
My Commission Expires:

By _____
Deputy City Attorney



Attachments: Exhibit A – Well Location Maps
Exhibit B – Work Plan for Off-Site Well Installation

PROPOSED TYCO ELECTRONICS MONITORING WELLS



● PROPOSED GROUNDWATER MONITORING WELL

Malki, Issa

From: Clarke, Donald W. [Bill.Clarke@WestonSolutions.com]
Sent: Tuesday, June 21, 2005 3:52 PM
To: imalki@torrnet.com
Cc: Bannon, Jeffrey L.
Subject: Proposed Monitoring Wells, City of Torrance ROW

Mr. Malki,

Weston Solutions, Inc. (WESTON), contracted to the Tyco Electronics Corporation, proposes installation of seven groundwater monitoring wells in the City right-of-way, pursuant to a license agreement to be entered into with the City of Torrance.

The Regional Water Quality Control Board, Los Angeles Region (RWQCB) is requiring groundwater monitoring downgradient of the former Matrix Science facility at 435 Maple Avenue. In 2004, WESTON conducted an investigation of groundwater impacts in this area, approximately bounded by Maple Avenue on the west, Columbia Street on the north, Alaska Avenue on the east, and Torrance Blvd. on the south. The 2004 investigation consisted of drilling borings to groundwater, collecting a grab sample, and abandoning the borings.

The proposed monitoring well layout and siting is based on the results of the 2004 sampling investigation, which showed an oval-shaped plume of trichloroethene (TCE) at concentrations above 5 ug/L, extending a short distance south of Mariposa Street. The proposed well locations were selected to provide long-term monitoring points around the perimeter of the plume as delineated, with locations in the higher concentration areas within the plume, as well. The monitoring wells will be utilized to track potential changes in concentrations and the size, shape, and potential movement of the plume over time. The RWQCB approved the number and locations of the monitoring wells, which are shown on Figure 8 of our report (copy of figure submitted with application for permit).

The wells will be constructed of 4-inch diameter, schedule 40 pvc, and will extend to total depths ranging from approximately 90 to 110 feet below ground surface. The surface completions will consist of flush-mount, traffic rated well boxes set into concrete. The wells will be fitted with locking caps.

Parking lanes were determined to be the best locations for the monitoring wells in the streets, because traffic lanes will not need closure to perform periodic monitoring. The parkway and sidewalk areas are less accessible to the drilling equipment, and are commonly used for routing of underground utilities, which make them undesirable as sites for the monitoring wells.

We would like to initiate establishment of a license agreement and permit to install the monitoring wells in City rights-of-way. Please let us know what information will need to be provided, and bonding, insurance, or other requirements. We would presume that the license agreement will be similar to one currently in place for three wells we are monitoring at the City Yard.

Regards,

Bill Clarke
818-382-1806
Bill.Clarke@westonsolutions.com

9/11/2006



California Regional Water Quality Control Board

Los Angeles Region



Recipient of the 2001 Environmental Leadership Award from Keep California Beautiful

Alan C. Lloyd, Ph.D.
Agency Secretary

520 W. 4th Street, Suite 200, Los Angeles, California 90013
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

Arnold Schwarzenegger
Governor

March 17, 2006

Mr. Glen L. Foster
Manager, Environmental Health & Safety
Tyco Electronics Corporation
P.O. Box 3608
Harrisburg, PA 17105-3608

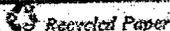
REVIEW OF CLOSURE REPORT FOR NICKEL-IMPACTED SOIL AND GROUNDWATER MONITORING - FORMER MATRIX SCIENCE FACILITY, 435 MAPLE AVE., TORRANCE, CA (SLIC NO. 0474, SITE NO. 2048100)

Dear Mr. Foster:

California Regional Water Quality Control Board, Los Angeles Region (Regional Board) staff has reviewed the letter dated February 7, 2006 (copy enclosed) and attached report titled *Closure Report for Nickel-Impacted Soil, Former Matrix Science Facility, 435 Maple Avenue, Torrance, California* dated July 2005, prepared by Weston Solutions, Inc. on behalf of Tyco Electronics Corporation (Tyco). Based on our review we have the following comments:

1. The Regional Board case (SLIC NO. 0474, SITE NO. 2048100) identifies the entire former Matrix Science facility that was located from 335 to 455 Maple Avenue, Torrance, California, as the active case in regards to closure. The 435-Maple Avenue building is a part of that former facility. In your letter dated February 7, 2006, you refer to nickel-impacted soil, soil-vapor investigation/remediation, and groundwater investigation at 435 Maple Avenue as different projects at different stages of completion. While we can use a phased approach towards remediation, we do not consider the case closure process in that manner. Likewise, all these activities between 335 and 455 Maple Avenue are part of the same Regional Board case. All of these activities conclude in the closure of the case, not in separate closures as requested.
2. There remains an outstanding requirement of Regional Board staff, which has not been met as addressed by Tyco. Regional Board staff has required the installation of off-site groundwater along Maple Avenue, and your letter states that down-gradient off-site groundwater monitoring well are scheduled to be installed. The plume of groundwater contaminants on-site has extended off-site in the southeast direction toward Maple Avenue. As far as we know, the plume continues to move in immediate direction of another site under Regional Board oversight, the former Cosmodyne site, and could possibly impact the ongoing remedial effort there.
3. The removal of nickel-impacted soil was proper in the small, localized area beneath the former plating line at the 435 Maple Avenue property, however there is another remedial action, the soil vapor extraction system, operating on the same property. The Regional Board does not consider case closure for one constituent of concern, while other contaminants remain on-site.

California Environmental Protection Agency



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

Mr. Glen Foster
Tyco Electronics Corporation

- 2 -

March 17, 2006

Regional Board staff reviewed the *Semiannual Groundwater Monitoring and Soil Vapor Extraction Report* submitted in October 2005 prepared by Weston Solutions for the facility. Data shows the contaminant plume in groundwater as not fully defined to the southeast. Therefore, Tyco is required to submit a work plan for the installation additional off-site groundwater-monitoring wells along the eastern side of Maple Avenue located to the southeast (down-gradient) of the facility as needed to properly define the plume, and to revise the facility groundwater-monitoring plan accordingly. This work plan is due to the Regional Board for approval by April 28, 2006. The installation of off-site groundwater-monitoring wells shall be complete and a technical report of installation and sampling is due to the Regional Board by August 15, 2006.

The revised semiannual groundwater monitoring and soil cleanup report (including analysis for soil vapor extraction rates, actual periods of operations, contaminant removal rates, etc.) is due according to the following schedule:

<u>Report Period</u>	<u>Report Due</u>
January - June 2006	August 15, 2006
July - December	February 15, 2007

Please contact me if you have any further questions at (213) 576-6734, or Mr. Robert Ehe at (213) 576-6740.

Sincerely,



Kwang-il Lee, Ph.D., P.E.
Chief, SLIC Unit IV

Enclosure: Copy of letter dated February 7, 2006.

cc: Mr. Jeffrey Bannon, Weston Solutions
Ms. Janet Frentzel, AMB Property, L.P. (former Cosmodyne)

California Environmental Protection Agency



Recycled Paper

Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.