OMEGA CHEMICAL CORP.

Ms. Nancy Nadel
Environmental Engineer
USEPA Region IX
75 Hawthorne Street
San Francisco, CA 94106

June 22, 1995

Re: Response to Draft RFI Plan

Dear Ms. Nadel,

During the month of April the Omega submitted a Draft RFI Plan for the remediation of the site. This document was prepared for Omega by IT Corp. We were to receive a response within 30 days of the submittal regarding any deficiences of the plan. It is now in excess of 60 days from the date of the submittal.

We would like to begin the remediation on the site and are waiting for your response to the Draft RFI plan.

Could you let me know the status on this plan.?

Yours,

Dennis R. O'Meara

cc: David Lennon, IT Corp.
Dan Coffey,

12504 E. Whittier Blvd. \ Whittier, California 90602
[310] 698 0991 \ Fax [310] 696 1908

Omega Chemical Corp.

Ms. Nancy Nadel
Environmental Engineer
USEPA Region IX
75 Hawthorne Street
San Francisco, CA 94106

April 1, 1995

Re: Monthly Report on Status of Facility

Dear Ms. Nadel,

During the month of March the following has been done. IT Corp completed the Interim Remedial Action Plan (IRAP) and it was submitted to both EPA and DTSC. Cocurrently IT is working on completing the RFI. The RFI has been scheduled by IT to be completed in early April. The last site visit by the IT RFI team was on March 31st. They are reviewing the proposed remediation plans and finishing the geological work. This plan will be submitted to you for approval.

At present we are waiting for the review process of the IRAP plan to be completed.

In addition, IT Corp is performing daily inspections of the property and performing a site stabilization of the site under a separate workplan.

There has been no substantial change in the financial situation of Omega Chemical.

Should you need any additional information, please let me know.

Yours,

Dennis R. O'Meara

12504 E. Whittier Blvd., Whittier, California 90602
[310] 698 0991/ Fax [310] 696 1908

Omega Chemical Corp.

Ms. Nancy Nadel
Environmental Engineer
USEPA Region IX
75 Hawthorne Street
San Francisco, CA 94106

March 1, 1995

Re: Monthly Report on Status of Facility

Dear Ms. Nadel,

During the month of February the following has been done. IT Corp is working on both the Interim Remedial Action Plan (IRAP) and the RFI. The IRAP is to be delivered to California Department of Toxic Substances on March 3, 1995. You will receive a copy of this plan. The RFI will be completed probably within ten days after the delivery of IRAP. This plan will be submitted to you for approval.

Components of the IRAP plan will be included in the RFI such as Health and Safety Plan and other issues.

As soon as the IRAP plan is accepted as delivered to DTSC then we will be ready to begin shipping the stored waste off site as described in the accepted plan.

The funds for the IRAP and RFI will be placed in a Trust Account. A copy of the proposed Trust Agreement as defined by CFR 40 is enclosed. We have arranged financing for the removal of the waste, we are waiting for the approval of the IRAP to complete the borrowing of the funds. These funds will be placed in a Omega Chemical Trust bank account at Bank of America.

In addition, IT Corp is performing daily inspections of the property and performing a site stabilization of the site under a separate workplan.

Should you need any additional information, please let me know.

Yours,

Dennis R. O'Meara

Enclosures

12504 E. Whittier Blvd., Whittier, California 90602
[310] 698 0991/ Fax [310] 696 1908

03/01/95 14:28 FAX 310 696 1908 OMEGA REFRIGERNT 001

Omega Chemical Corp.

Ms. Nancy Nadel
Environmental Engineer
USEPA Region IX
75 Hawthorne Street
San Francisco, CA 94106

May 1, 1995

Re: Monthly Report on Status of Facility

Dear Ms. Nadel,

During the month of April the following has been done. IT Corp completed the draft RFI Plan and it was submitted to your office for your review.

At present we are waiting for the review process of the IRAP plan and RFI Plan to be completed.

In addition, IT Corp is performing daily inspections of the property.

Should you need any additional information, please let me know.

Yours,

Dennis R. O'Meara

12504 E. Whittier Blvd., Whittier, California 90602
[310] 698 0991/ Fax [310] 696 1908

Omega Chemical Corp.

Ms. Nancy Nadel
Environmental Engineer
USEPA Region IX
75 Hawthorne Street
San Francisco, CA 94106

February 9, 1995

Re: Monthly Report on Status of Facility

Dear Ms. Nadel,

During the month of January the following is being done. We obtained the services of IT Corp to provide several documents and remediation services.

A Workplan was completed with a Heath and Safety Plan for the removal of the remaining waste drums on site. This was submitted on January 4th to the Department of Toxic Substances (DTSC) of the State of California. They are presently reviewing the documents and determining the deficiencies of the plan. They will have their response to this plan completed by February 10th. We will respond to thier deficiencies on February 24th. They plan on having the accepted plan completed by March 3, 1995.

At that time we will be ready to begin shipping the stored waste off site as described in the accepted plan.

In addition, IT Corp is working on an RFI Workplan for the remediaiton of the site. It is anticipated that this plan will be completed by early March and submitted to you for responses. Upon completion and acceptance of the RFI Workplan then the work will be began for the remediation of the site.

We have arranged financing for the removal of the waste, we are waiting for the approval of the Transportation Workplan to complete the borrowing of the funds. These funds will be placed in a Omega Chemical Trust bank account at Bank of America. They will be secured by a first trust deed on the property. The current trust deed holders are accepting this plan. The current first trust deed holder has already prepared a subordination agreement which is acceptable to the new lender. A copy of this subordination agreement is enclosed.

A copy of the initial Transporation Workplan is enclosed as well. Copies of the Health and Safety plan are in the posssession of Mr. John Janos of your office.

In addition, IT Corp is performing daily inspections of the property and performing a site stabilization of the site under a separate workplan. A copy of that workplan is enclosed as well.

Should you need any additional information, please let me know.

Yours,

Dennis R. O'Meara

Enclosures

12504 E. Whittier Blvd., Whittier, California 90602
[310] 698 0991/ Fax [310] 696 9108

FAX

Omega Chemical Corp.
12504 E. Whittier Blvd.
Whittier, CA 90602

Date 2/9/95

Number of pages including cover sheet ____

To:Nancy Nadel
EPA Region IX

Phone
Fax Phone **415 744 ~~2943~~**
CC: 1044

From:
Dennis R. O'Meara

Phone **310 698 0991**
Fax Phone **310 696 1908**

REMARKS:

☐ Urgent ☒ For your review ☐ Reply ASAP ☐ Please comment

Dear Ms. Nadel,

You monthly response letter is attached. The enclosures will be sent with the letter via US Mail to you today.

Yours,

Dennis R. O'Meara

Omega Chemical Corp.

Ms. Nancy Nadel
Environmental Engineer
USEPA Region IX
75 Hawthorne Street
San Francisco, CA 94106

February 9, 1995

Re: Monthly Report on Status of Facility

Dear Ms. Nadel,

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We have arranged financing for the removal of the waste, we are waiting for the approval of the Transportation Workplan to complete the borrowing of the funds. These funds will be placed in a Omega Chemical Trust bank account at Bank of America. They will be secured by a first trust deed on the property. The current trust deed holders are accepting this plan. The current first trust deed holder has already prepared a subordination agreement which is acceptable to the new lender. A copy of this subordination agreement is enclosed.

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In addition, IT Corp is performing daily inspections of the property and performing a site stabilization of the site under a separate workplan. A copy of that workplan is enclosed as well.

Should you need any additional information, please let me know.

Yours,

Dennis R. O'Meara

Enclosures

12504 E. Whittier Blvd., Whittier, California 90602
[310] 698 0991/ Fax [310] 696 9108

Omega Chemical Corp.

Ms. Nancy Nadel
Environmental Engineer
USEPA Region IX
75 Hawthorne Street
San Francisco, CA 94106

March 1, 1995

Re: Monthly Report on Status of Facility

Dear Ms. Nadel,

During the month of February the following has been done. IT Corp is working on both the Interim Remedial Action Plan (IRAP) and the RFI. The IRAP is to be delivered to California Department of Toxic Substances on March 3, 1995. You will receive a copy of this plan. The RFI will be completed probably within ten days after the delivery of IRAP. This plan will be submitted to you for approval.

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The funds for the IRAP and RFI will be placed in a Trust Account. A copy of the proposed Trust Agreement as defined by CFR 40 is enclosed. We have arranged financing for the removal of the waste, we are waiting for the approval of the IRAP to complete the borrowing of the funds. These funds will be placed in a Omega Chemical Trust bank account at Bank of America.

In addition, IT Corp is performing daily inspections of the property and performing a site stabilization of the site under a separate workplan.

Should you need any additional information, please let me know.

Yours,

Dennis R. O'Meara

Enclosures

12504 E. Whittier Blvd., Whittier, California 90602
[310] 698 0991/ Fax [310] 696 1908

TRUST AGREEMENT

Trust agreement, the ``Agreement," entered into as of [date] by and between Omega Chemical Corp, a California corporation, the ``Grantor," and [name of corporate trustee], [insert ``Incorporated in the state of ___" or ``Bank of America the ``Trustee."

Whereas, the United States Environmental Protection Agency, ``EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a closed treatment site shall provide assurance that funds will be available when needed for corrective action at the Omega Chemical Corp.'s Whittier facility The attached Schedule A lists the site location and and the address) of the facility where the corrective action will take place that are covered by the standpoint trust agreement.

Whereas, the Grantor has elected to establish Trust Agreement to provide all or part of such financial assurance for the Corrective Action at the identified facility herein and is required to establish a standby trust fund able to accept payments from the Grantor.

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee;

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions

As used in this Agreement:

(a) The term ``Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term ``Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of the Financial Assurance Mechanism

This Agreement pertains to the standby trust fund is established to receive payments.

Section 3. Establishment of Fund

The Grantor and the Trustee hereby establish a trust fund, the ``Fund," for the benefit of EPA Region IX. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as a standby to receive payments and shall not consist of any property. Payments made by the provider of financial assurance pursuant to the Director of the EPA Region IX instructions are transferred to the Trustee and are referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor as provider of financial assurance, any payments necessary to discharge any liability of the Grantor established by EPA Region IX

Section 4. Payment for Corrective Action

The Trustee shall make payments from the Fund as the Director of EPA Region IX shall direct, in writing, to provide for the payment of the costs of taking corrective action arising from closure activities covered by the financial assurance mechanism identified in this Agreement.

The Fund may not be drawn upon to cover any of the following:

(a) Any obligation of Omega Chemical Corp under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;

(b) Bodily injury to an employee of Omega Chemical Corp arising from, and in the course of employment by Omega Chemical Corp.;

(c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;

(d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by Omega Chemical Corp. that is not the direct result of a release from the facility located at 12504 E. Whittier Blvd., Whittier, California.

(e) Bodily injury or property damage for which Omega Chemical Corp. is obligated to pay damages by reason of the assumption of liability in a contract or agreement other than a contract or agreement entered into to meet the requirements of 40 CFR 280.93.

The Trustee shall reimburse the Grantor, or other persons as specified by the Director, from the Fund for corrective action expenditures and/or third-party liability claims in such amounts as the Director shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Director specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund

Payments made to the Trustee for the Fund shall consist of cash and securities acceptable to the Trustee.

Section 6. Trustee Management

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the tanks, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or state government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment

The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee

Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or state government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses

All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Advice of Counsel

The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any questions arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 11. Trustee Compensation

The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 12. Successor Trustee

The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in writing sent to the Grantor and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 13. Instructions to the Trustee

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Schedule B or such other designees as the Grantor may designate by amendment to Schedule B. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the Director of the EPA Region IX to the Trustee shall be in writing, signed by the Director, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the director hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or [the Director], except as provided for herein.

Section 14. Amendment of Agreement

This Agreement may be amended by an instrument in writing executed by the Grantor and the Trustee, or by the Trustee and the Director of EPA Region IX the implementing agency] if the Grantor ceases to exist.

Section 15. Irrevocability and Termination

Subject to the right of the parties to amend this Agreement as provided in Section 14, this Trust shall be irrevocable and shall continue until terminated at the written direction of the Grantor and the Trustee, or by the Trustee and the Director of EPA Region IX, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 16. Immunity and Indemnification

The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Director of EPA Region IX issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 17. Choice of Law

This Agreement shall be administered, construed, and enforced according to the laws of the state of California, or the Comptroller of the Currency in the case of National Association banks.

Section 18. Interpretation

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 280.103(b)(1) as such regulations were constituted on the date written above.

[Signature of Grantor]
Dennis R. O'Meara
President of
Omega Chemical Corp.

Attest:
[Signature of Trustee]
[Name of the Trustee]
[Title]
[Seal]
[Signature of Witness]
[Name of the Witness]
[Title]
[Seal]

(2) The standby trust agreement, or trust agreement must be accompanied by a formal certification of acknowledgement similar to the following. State requirements may differ on the proper content of this acknowledgment.

State of----------
County of----------

On this _____[date], before me personally came Dennis R. O'Meara to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that he is President of Omega Chemical Corp., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she/he signed his name thereto by like order.
[Signature of Notary Public]
[Name of Notary Public]

(c) The Director of the implementing agency will instruct the trustee to refund the balance of the standby trust fund to the provider of financial assurance if the Director determines that no additional corrective action costs or third-party liability claims will occur as a result of a release covered by the financial assurance mechanism for which the standby trust fund was established.

(d) An owner or operator may establish one trust fund as the depository mechanism for all funds assured in compliance with this rule.

[53 FR 43370, Oct. 26, 1988; 53 FR 51274, Dec. 21, 1988]

Omega Chemical Corp.

Ms. Nancy Nadel
US. EPA Region IX
75 Hawthorne St.
San Francisco, CA 94105

February 2, 1995

Re: Response to Jan. 30, 1995 Letter

Dear Ms. Nadel,

I am sending to you two days of remediation reports on the site. We have arranged to have personnel on the site on a 24 hour basis. IT Corp is contracted to come out each work day and review and inspect the site for leaking containers.

I have also included for your use the time line submitted by IT Corp to complete the draft RFI Workplan for you.

I must point out that the stack of drums not on pallets were empty drums waiting to be crushed.

Should you need any additional information, please let me know.

Yours,

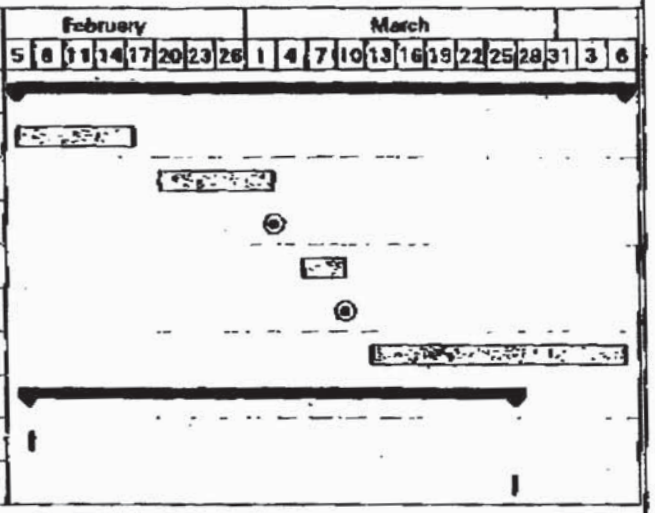
Dennis R. O'Meara

Enclosures

12504 E. Whittier Blvd., Whittier, California 90602
[310] 698 0991/ Fax [310] 696 9108

RFI Workplan Preparation Schedule

Name	Duration	Scheduled Start	Scheduled Finish
Prepare RFI Workplan	46d	2/6/95	4/7/95
Back Ground and Current Site Conditions	10d	2/6/95	2/17/95
Work Plan Revisions	10d	2/20/95	3/3/95
Submit Draft to Omega	0d	3/3/95	3/3/95
Revise Workplan	5d	3/6/95	3/10/95
Submit Draft to EPA	0d	3/10/95	3/10/95
EPA Review	20d	3/13/95	4/7/95
Meetings	35d	2/7/95	3/27/95
Meet with Omega on Site	1d	2/7/95	2/7/95
Meet with EPA to Discuss Workplan	1d	3/27/95	3/27/95



Date: 2/2/95
Project: Omega Chemical Corporate

Critical
Noncritical
Milestone
Summary

781644

INTERNATIONAL TECHNOLOGY CORPORATION

February 2, 1995

Mr. Dennis O'Meara
Omega Chemical Corporation
12504 East Whittier Boulevard
Whittier, California 90602

Subject: Daily Site Inspections Cost Estimate

Dear Mr. O'Meara:

IT Corporation (IT) can provide daily site inspections of the Omega Chemical Corporation facility, located at 12504 East Whittier Boulevard, Whittier, California. The site inspections would be limited to the following tasks:

- Identify security personnel at the site.
- Observe perimeter fence and look for signs of damage.
- Observe palletized drums and look for signs of leakage or potential leakage.
- Observe storage tanks and look for signs of leakage.
- Complete a daily inspection form for Omega Chemical Corp.

The estimated cost for this service is as follows:

Field Inspector	$ 78.00/hr
Pickup Truck	15.00/hr
Total	$ 93.00/hr

Each inspection of the facility will take approximately one hour to complete and one additional hour will be required for travel time. IT is prepared to begin the daily inspections immediately upon notification to proceed from Omega Chemical Corporation.

Sincerely,

IT CORPORATION

David Lennon
Director, Field Chemistry

:dl

W1/2-95/FC-dl/b2220bom

Regional Office
336 West Anaheim Street • Wilmington, California 90744-4462 • 310-830-1781 • FAX: 310-518-7933

IT Corporation is a wholly owned subsidiary of International Technology Corporation

Omega Chemical Corp Inspection Report			Inspector	J. Hartt	Page No.	
			Date	2-2-95		
Item	Drum #	Label	Container	Corrective Action	Date	Initia
1	R446		Leaker	Transferred to RR446	2-2-95	JH
2	R1721		Leaker	Transferred to RR1721	2-2-95	JH
3	R1207		Leaker	Transferred to R1207	2-2-95	JH
4	2654		~~Cardboard~~ Fiberboard drum	Transferred to R2654	2-2-95	
5	2653			R2653		
6	2631			R2631		
7	2632			R2632		
8			No other visable leakers			
9						
10						
11						
12						
13						
14						

Omega Chemical Corp Inspection Report			Inspector	J. HALTE	Page No.	
			Date	2-1-95		
Item	Drum #	Label	Container	Corrective Action	Date	Initial
1	R446		LEAKING	SIDE MID JET AT 2nd ROW FROM E		
2	1207		LEAKING	S. W. SIDE by FUEL TANK		
3	391		LEAKING	LARGE MID JET 4 ROW FROM E		
4	2651		LEAKING	WEST SIDE / EAST WALL 2nd ROW FROM SOUTH		
5		NO OTHER LEAKERS		AT THIS TIME		
6			WORKED ON	LABELS		
7						
8						
9						
10						
11						
12						
13						
14						

OMEGA REFRIGERANT RECLAMATION

NATIONWIDE REFRIGERANT RECLAMATION SERVICES

FACSIMILE TRANSMITTAL

The following document is being transmitted by electronic facsimile equipment.
Please call [310] 698 0991 immediately if you experience difficulty receiving.

DATE: 1-12-95

NAME OF RECIPIENT: Ms NANCY NADEL

COMPANY: EPA REGION IX

FACSIMILE NUMBER: (415) - 744 - ~~1044~~ 1796

NAME OF SENDER: DENNIS R. O'MEARA

TELEPHONE NUMBER: [310] 698 0991

FACSIMILE NUMBER: [310] 696 1908

NUMBER OF PAGES: 2
(Including cover sheet)

SUBJECT: RE: CURRENT STATUS OF THE OMEGA FACILITY IN WHITTIER.

12504 E. WHITTIER BLVD., WHITTIER, CALIFORNIA 90602

Omega Chemical Corp.

Ms. Nancy Nadel
RCRA Corrective Action
EPA Region IX
75 Hawthorne Plaza
San Francisco, CA

January 11, 1995

Sent by fax 415 744 ~~1044~~ 1796

Re: Current status of the Omega facility

Dear Nancy,

I have enclosed a copy of the agreement with IT Corp. They will have for me on Friday January 13th, their proposal cost for the RFI and the completion date for this document. I have already received from them the Health and Safety Plan portion of the document. I submitted to them my draft and accompanying related documents. David Lennon is having their group in Irvine, California perform this portion of the work. I am pushing on them to finish this document so as to submit to you by the end of the month.

I have enclosed for you a copy of the current Balance Sheet of Omega Chemical Corp. Omega Chemical was dismissed from the Bankruptcy Court last year. This was to facilitate the arranging of the financing and work on the site. We have arranged financing to complete the removal and remediation of the Whittier property.

Omega Refrigerant Reclamation Corp acquired the refrigerant processing assets of Omega Chemical Corp. This was approved by the Bankruptcy Court. I have enclosed a copy of the approval as part of the enclosures.

Yours,

Dennis O'Meara

Dennis R. O'Meara

Enclosures

Send fax w/o enclosures

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