

1 LAKESHORE COUNTY
2 HAZARDOUS MATERIALS DIVISION

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4 In the Matter of:) Docket No. ED 16/02-11
5) Facility ID No. FA000
6 Home Improvements)
7 1255 Fig Street)
8 Cypress Park, CA 90065) CONSENT ORDER
9)
Respondent) Health and Safety Code
Section 25187
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12 The County of Lakeshore Hazardous Materials Division (Department), which is the Certified
13 Unified Program Agency for the County of Lakeshore and (Respondent) enter into this Consent Order
14 (Order) and agree as follows:

15 1. Respondent generates, handles, treats, and stores hazardous waste at 1255 Fig Street,
16 Cypress Park, CA 90065

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18 2. The Department inspected the County Sanitation Districts of Lakeshore County's
19 Household Hazardous Waste Collection event at the Lakeshore Airport, 4444 North Avenue, Riverfront,
20 CA 91731 on April 13, 2002.

21 3. The Department alleges the following violations:

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23 3.1 The Respondent violated Chapter 6.5, California Health and Safety Code, Section
24 25189.5 (a) in that on April 13, 2002, the Respondent disposed of hazardous wastes at a
25 facility not authorized to accept hazardous wastes from businesses. The hazardous
26 wastes disposed of included about 1,800 pounds of off-spec or damaged containers of
27 hazardous materials (e.g., paint, thinners, spray paint and other miscellaneous hazardous
28 waste) and used oil.

1 3.2 The Respondent violated Chapter 6.5, California Health and Safety Code, Section 25163
2 (a) (1) in that on April 13, 2002, Respondent transported hazardous waste without a valid registration
3 from the State of California Department of Toxic Substances Control. About 1,800 pounds of off-spec
4 or damaged containers of hazardous materials (e.g., paint, thinners, spray paint and other miscellaneous
5 hazardous waste) and used oil were transported by the Respondent from 1255 Fig Street, Cypress Park,
6 CA 90065 to the County Sanitation Districts of Lakeshore County’s Household Hazardous Waste
7 Collection event at the Lakeshore Airport, 4444 North Avenue, Riverfront, CA 91731.
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11 4. A dispute exists regarding the alleged violations.

12 5. The parties wish to avoid the expense of litigation and ensure prompt compliance.

13 6. Jurisdiction exists pursuant to Health and Safety Code (HSC) section 25187.

14 7. Respondent waives any right to a formal hearing in this matter. Respondent agrees that
15 due process has been provided with respect to this matter.

16 8. This Consent Order shall constitute full settlement of the violations alleged above but
17 does not limit the Department from taking appropriate enforcement action concerning other violations.
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19 SCHEDULE FOR COMPLIANCE

20 9. Respondent shall comply with the following:

21 9.1 Respondent shall pay the Department a total of \$14,214.00, of which \$12,000.00 is a
22 penalty and \$2,214.00 is reimbursement of the Department’s costs.

23 9.2 Respondent shall provide proof of completion of California Compliance School for three
24 employees by 5/15/03.
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26 9.3 Respondent shall arrange for a corporate liaison to meet with Department representatives
27 to establish corporate wide compliance with hazardous waste control laws.
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1 9.4 Submittals: All submittals from Respondent pursuant to this Consent Order shall be sent
2 to:

3 John Bond, Manager, Inspection Section
4 Lakeshore County Hazardous Materials Division
5 1010 Lakeshore Drive
6 Lakeshore, CA 90000

7 9.5 Communications: All approvals and decisions of the Department made regarding such
8 submittals and notifications shall be communicated to Respondent in writing by the Inspection Section
9 Manager, of the Lakeshore County Hazardous Materials Division, or his/her designee. No informal
10 advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications,
11 schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation
12 to obtain such formal approvals as may be required.

13 9.6 Department Review and Approval: If the Department determines that any report, plan,
14 schedule, or other document submitted for approval pursuant to this Consent Order fails to comply with
15 the Order or fails to protect public health or safety or the environment, the Department may return the
16 document to Respondent with recommended changes and a date by which Respondent must submit to
17 the Department a revised document incorporating the recommended changes.

18 9.7 Compliance with Applicable Laws: Respondent shall carry out this Order in compliance
19 with all local, State, and federal requirements, including but not limited to requirements to obtain
20 permits and to assure worker safety.

21 9.8 Endangerment during Implementation: In the event that the Department determines that
22 any circumstances or activity (whether or not pursued in compliance with this Consent Order) are
23 creating an imminent or substantial endangerment to the health or welfare of people on the site or in the
24 surrounding area or to the environment, the Department may order Respondent to stop further
25 implementation for such period of time as needed to abate the endangerment. Any deadline in this
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1 Consent Order directly affected by a Stop Work Order under this section shall be extended for the term
2 of such Stop to Work Order.

3 9.9 Liability: Nothing in this Consent Order shall constitute or be construed as a satisfaction
4 or release from liability for any conditions or claims arising as a result of past, current, or future
5 operations of Respondent, except as provided in this Consent Order. ~~Notwithstanding compliance with
6 the terms of this Consent Order, Respondent may be required to take further actions as are necessary to
7 protect public health or welfare or the environment.~~

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9 9.10 Site Access: Access to the Site shall be provided at all reasonable times to employees,
10 contractors, and consultants of the Department, and any agency having jurisdiction. Nothing in this
11 Consent Order is intended to limit in any way the right of entry or inspection that any Agency may other
12 wise have by operation of any law. The Department and its authorized representatives may enter and
13 move freely about all property at the Site at all reasonable times for purposes including the progress of
14 Respondent in carrying out the terms of this Consent Order; and conducting such tests as the Department
15 may deem necessary. Respondent shall permit such persons to inspect and copy all records, documents,
16 and other writings, including all sampling and monitoring data, in any way pertaining to work
17 undertaken to this Consent Order.
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20 9.11 Government Liabilities: Neither the County of Lakeshore or the Lakeshore County
21 Hazardous Materials Division shall be liable for injuries or damages to persons or property resulting
22 from acts or omissions by Respondent or related parties specified in paragraph 12.3, in carrying out
23 activities pursuant to this Consent Order, nor shall the County of Lakeshore or the Lakeshore County
24 Hazardous Materials Division be held as a party to any contract entered into by Respondent or its agents
25 in carrying out activities pursuant to this Consent Order.
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1 9.12 Incorporation of Plans and Reports: All plans, schedules, and reports that require
2 Department approval and are submitted by Respondent pursuant to this Consent Order are incorporated
3 in this Consent Order upon approval by the Department.

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5 9.13 Extension Requests: If Respondent is unable to perform any activity or submit any
6 document within the time required under this Consent Order, the Respondent may, prior to expiration of
7 the time, request an extension of time in writing. The extension request shall include a justification for
8 the delay.

9 9.14 Extension Approvals: If the Department determines that good cause exists for an
10 extension, it will grant the request and specify in writing a new compliance schedule.
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12 PAYMENTS

13 10. Within 30 days of the effective date of this Consent Order, Respondent shall pay the
14 Department a total of \$14,214.00, of which \$12,000.00 is a penalty and \$2,214.00 is reimbursement of
15 the Department's costs. Respondent's check shall be made payable to Lakeshore County Hazardous
16 Materials Division, and shall be delivered to:
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18 Lakeshore County Hazardous Materials Division
19 Attn: Financial Management Office
20 1010 Lakeshore Drive
21 Lakeshore, CA 90000

22 A photocopy of the check shall be sent to:

23 John Bond, Manager, Inspection Section
24 Lakeshore County Hazardous Materials Division
25 1010 Lakeshore Drive
26 Lakeshore, CA 90000
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1 If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the
2 rate established pursuant to HSC § 25360.1 and to pay all costs incurred by the Department in pursuing
3 collection, including attorney's fees.
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5 OTHER PROVISIONS

6 11.1 Additional Enforcement Actions: By agreeing to this Consent Order, the Department
7 does not waive the right to take further enforcement actions, except to the extent provided in this
8 Consent Order.

9 11.2 Penalties for Noncompliance: Failure to comply with the terms of this Consent Order
10 may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the
11 Department or other government agencies as a result of such failure, as provided by HSC section 25188
12 and other applicable provisions of law.

13 11.3 Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its
14 officers, directors, agents, receivers, trustees, employees, contractors, consultants, successors, and
15 assignees, including but not limited to individuals, partners, subsidiary and parent corporations, and
16 upon the Department and any successor Agency that may have responsibility for and jurisdiction over
17 the subject matter of this Consent Order.

18 11.4 Effective Date: The effective date of this Consent Order is the date it is signed by the
19 Department.

20 11.5 Integration: This agreement constitutes the entire agreement between the parties and may
21 not be amended, supplemented, or modified, except as provided in this agreement.

22 11.6 Compliance with Waste Discharge Requirements: Respondent shall comply with all
23 applicable waste discharge requirements issued by the State Water Resources Control Board or the
24 California Regional Water Quality Control Board.

25 11.7 Notice of Disposal: Respondent shall, by certified mail, return receipt requested, notify
26 the following persons of the violation alleged in paragraph above:

27 Notices under this paragraph are subject to paragraph 9.2.
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Dated: _____

Signature of Respondent's Representative

Type or Printed Name and Title
Of Respondent's Representative

Dated: _____

John Bond, Manager Inspection Section
Hazardous Materials Division