

COUNTY OF COLOSSAL  
CERTIFIED UNIFIED PROGRAM AGENCY

In the Matter of:	)	Docket No. CCN 00/01-1234
	)	
XYZ Incorporated	)	STIPULATION AND ORDER
123 Secondary Road	)	
Springfield, CA 98765	)	
ID No.CAL 000 123 456	)	Health and Safety Code
	)	Section 25404.1.1
Respondent.	)	
_____	)	

The Colossal County Certified Unified Program Agency (Agency) and XYZ, Incorporated (Respondent) enter into this Stipulation and Order (Order) and agree as follows:

1. A dispute exists regarding the Enforcement Order issued by the Agency on June 30, 2001. (Attached as Exhibit 1.)
2. The parties wish to avoid the expense of further litigation and ensure prompt action to achieve the Schedule for Compliance below.
3. Jurisdiction exists pursuant to Health and Safety Code (HSC) section 25404.1.1.
4. Respondent waives any right to a hearing in this matter.
5. This Order shall constitute full settlement of the violations alleged in the Enforcement Order, but does not limit the Agency from taking appropriate enforcement action concerning other violations.

SCHEDULE FOR COMPLIANCE

7. Respondent shall comply with the following:

7.1.1. Immediately, Respondent shall ensure that containers of hazardous waste are kept closed except when adding or removing hazardous waste.

7.1.2. Immediately, Respondent shall ensure that containers of hazardous waste are labeled with the following information: the words "Hazardous Waste", date of initial accumulation, composition, physical state of the waste, hazardous properties, and name and address of generator.

7.1.3. Within 10 calendar days of the issuance of this order, Respondent shall determine if grease sweep stored in eight 55 gallon drums located at the waste pad on the Site was hazardous waste.

7.1.4. Within 30 calendar days of the effective date of this order, Respondent shall remove all hazardous waste stored at the Site longer than 90 days and ship off-site to a designated Treatment, Storage, and Disposal Facility (TSDF) using appropriate manifest records.

7.1.5. Within 30 calendar days of the effective date of this order, Respondent shall obtain an Environmental Protection Agency (EPA) identification number from the Department of Toxic Substances Control.

7.2. Submittals: All submittals from Respondent pursuant to this Order shall be sent simultaneously to:

Mr. Elmer Environmental,  
Colossal County CUPA  
321 County Road 456  
Springfield, CA 98765

7.3. Communications: All approvals and decisions of the Agency made regarding such submittals and notifications shall be communicated to Respondent in writing by the Agency's Enforcement Chief, or her designee. No informal advice, guidance, suggestions, or comments by the Agency regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may be required.

7.4. Agency Review and Approval: If the Agency determines that any report, plan, schedule, or other document submitted for approval pursuant to this Order fails to comply with the Order or fails to protect public health or safety or the environment, the Agency may:

a. Modify the document as deemed necessary and approve the document as modified; or

b. Return the document to Respondent with recommended changes and a date by which Respondent must submit to the Agency a revised document incorporating the recommended changes.

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

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

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

7.8. Site Access: Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Agency, and any agency having jurisdiction.

Nothing in this Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. The Agency and its authorized representatives may enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the terms of this Order; and conducting such tests as the Agency may deem necessary. Respondent shall permit such persons to inspect and copy all records, documents, and other writings, including all sampling and monitoring data, in any way pertaining to work undertaken pursuant to this Order.

7.9. Sampling, Data, and Document Availability:

Respondent shall permit the Agency and its authorized representatives to inspect and copy all sampling, testing, monitoring, and other data generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant to this Order. Respondent shall allow the Agency and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Order. All such data, reports, and other documents shall be preserved by Respondent for a minimum of six years after the conclusion of all activities under this Order. If the Agency requests that some or all of

these documents be preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Agency, or permit the Agency to copy the documents prior to destruction. Respondent shall notify the Agency in writing at least six months prior to destroying any documents prepared pursuant to this Order.

7.10. Government Liabilities: The Agency shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties specified in paragraph 7.16 in carrying out activities pursuant to this Order, nor shall the Agency be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Order.

7.11. Incorporation of Plans and Reports: All plans, schedules, and reports that require Agency approval and are submitted by Respondent pursuant to this Order are incorporated in this Order upon approval by the Agency.

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

7.13. Extension Approvals: If the Agency determines that good cause exists for an extension, it will grant the request and specify in writing a new compliance schedule.

PAYMENTS

8. Within 30 days of the effective date of this Order, Respondent shall pay the Agency a total of a total of \$10,540 of which \$7,000 is penalty and \$3,540 is reimbursement of the Agency's costs. Respondent's check shall be made payable to Agency, and shall be delivered together with the attached Payment Vouchers to:

Colossal County CUPA  
Accounting office  
321 County Road 456  
Springfield, CA 98765

A photocopy of the check shall be sent to:

Mr. Elmer Environmental,  
Colossal County CUPA  
321 County Road 456  
Springfield, CA 98765

If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to HSC § 25360.1 and to pay all costs incurred by the Agency in pursuing collection including attorney's fees.

OTHER PROVISIONS

9.1. Additional Enforcement Actions: By agreeing to this Order, the Agency does not waive the right to take further enforcement actions, except to the extent provided in this Order.

9.2. Penalties for Noncompliance: Failure to comply with the terms of this Order may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the Agency or other government agencies as a result of such failure, as provided by HSC section 25404.1.1 and other applicable provisions of law.

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

9.4. Effective Date: The effective date of this Order is the date it is signed by the Agency.

9.5. Modification, Amendment, Revocation: This agreement constitutes the entire agreement between the parties and may only be amended, supplemented, modified, or revoked in writing.

9.6. Compliance with Waste Discharge Requirements: Respondent shall comply with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California regional water quality control board.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Respondent's  
Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name and Title of  
Respondent's Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mr. Elmer Environmental, Colossal  
County CUPA