

LAKESHORE COUNTY  
HAZARDOUS MATERIALS DIVISION

In the Matter of: ) Docket No. ND 18/02-112  
ACME Plating Corp ) Facility ID No. FA001234  
4700 South Long Beach Avenue )  
Plating, CA 900021 ) CONSENT ORDER  
Respondent ) Health and Safety Code  
Section 25187

The County of Lakeshore Hazardous Materials Division (Department), which is the Certified Unified Program Agency for the County of Lakeshore and (Respondent) enter into this Consent Order (Order) and agree as follows:

1. Respondent generates, handles, recycles, and stores hazardous waste at 4700 South Long Beach Ave, Plating, California 90021 .
2. The Department inspected the Site on June 13, 2002, and July 23, 2002 .
3. The Department alleges the following violations:
  - 3.1 The Respondent violated Health and Safety Code 25143.9 in that on or about June 13, 2002 and July 23, 2002, the Respondent failed to label all containers containing recycled materials with the following information. The accumulation start date, and the words “EXCLUDED RECYCLABLE MATERIALS”.
  - 3.2 The Respondent violated Health and Safety Code 25143.10(a) in that on or about June 13, 2002 and July 23, 2002, the Respondent failed to report onsite recycling activities to the CUPA every 2 years.

- 1           3.3     The Respondent violated 22CCR66265.173(a) in that on or about June 13, 2002, the  
2           Respondent failed to keep containers of filter cake and polishing dust closed.
- 3           3.4     The Respondent violated 22CCR66265.174 in that on or about June 13, 2002 and July 23  
4           2002, the Respondent failed to keep adequate records of facility inspections dealing with  
5           container storage areas.
- 6           3.5     The Respondent violated 22CCR66265.51(a) in that on or about June 13, 2002 and July  
7           23, 2002, the Respondent failed to maintain a contingency plan onsite, On July 23, 2002  
8           a contingency plan was found on site, however its contents were deemed insufficient.
- 9           3.6     The Respondent violated 22CCR66265.16 as referred by 22CCR66262.3(a)(3) in that on  
10          or about June 13, 2002 and July 23, 2002, the Respondent failed to provide adequate  
11          training and documentation for employees who work with and/or around hazardous  
12          materials and hazardous waste.
- 13          3.7     The Respondent violated 22CCR66265.195 in that on or about June 13, 2002, the  
14          Respondent failed to keep documentation on hand of daily inspections of tank systems.

- 15          4.     A dispute exists regarding the alleged violations.
- 16          5.     The parties wish to avoid the expense of litigation and ensure prompt compliance.
- 17          6.     Jurisdiction exists pursuant to Health and Safety Code (HSC) section 25187.
- 18          7.     Respondent waives any right to a formal hearing in this matter. Respondent agrees that

19          due process has been provided with respect to this matter.

20          8.     This Consent Order shall constitute full settlement of the violations alleged above but  
21          does not limit the Department from taking appropriate enforcement action concerning other violations.

22

23

24

25

26

27

28

1 SCHEDULE FOR COMPLIANCE

2 9 Respondent shall comply with the following:

3 9.1 Respondent shall pay the Department a total of \$9904.50, of which \$9250.00 is a penalty  
4 and \$654.50 is reimbursement of administrative cost.  
5

6 9.2 Respondent shall provide proof of completion of California Compliance School for four  
7 employees by 8/15/03.

8 9.3. Submittals: All submittals from Respondent pursuant to this Consent Order shall be sent  
9 to:  
10

11 John Bond, Manager, Inspection Section  
12 Lakeshore County Hazardous Materials Division  
13 1010 Lakeshore Drive  
14 Lakeshore, CA 90000

15 9.4 Communications: All approvals and decisions of the Department made regarding such  
16 submittals and notifications shall be communicated to Respondent in writing by the Inspection Section  
17 Manager, of the Lakeshore County Hazardous Materials Division, or his/her designee. No informal  
18 advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications,  
19 schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation  
20 to obtain such formal approvals as may be required.

21 9.5 Department Review and Approval: If the Department determines that any report, plan,  
22 schedule, or other document submitted for approval pursuant to this Consent Order fails to comply with  
23 the Order or fails to protect public health or safety or the environment, the Department may return the  
24 document to Respondent with recommended changes and a date by which Respondent must submit to  
25 the Department a revised document incorporating the recommended changes.  
26  
27  
28

1           9.6    Compliance with Applicable Laws: Respondent shall carry out this Order in compliance  
2 with all local, State, and federal requirements, including but not limited to requirements to obtain  
3 permits and to assure worker safety.

4  
5           9.7    Endangerment during Implementation: In the event that the Department determines that  
6 any circumstances or activity (whether or not pursued in compliance with this Consent Order) are  
7 creating an imminent or substantial endangerment to the health or welfare of people on the site or in the  
8 surrounding area or to the environment, the Department may order Respondent to stop further  
9 implementation for such period of time as needed to abate the endangerment. Any deadline in this  
10 Consent Order directly affected by a Stop Work Order under this section shall be extended for the term  
11 of such Stop to Work Order.

12  
13           9.8    Liability: Nothing in this Consent Order shall constitute or be construed as a satisfaction  
14 or release from liability for any conditions or claims arising as a result of past, current, or future  
15 operations of Respondent, except as provided in this Consent Order. Notwithstanding compliance with  
16 the terms of this Consent Order, Respondent may be required to take further actions as are necessary to  
17 protect public health or welfare or the environment.

18  
19           9.9    Site Access: Access to the Site shall be provided at all reasonable times to employees,  
20 contractors, and consultants of the Department, and any agency having jurisdiction. Nothing in this  
21 Consent Order is intended to limit in any way the right of entry or inspection that any Agency may other  
22 wise have by operation of any law. The Department and its authorized representatives may enter and  
23 move freely about all property at the Site at all reasonable times for purposes including the progress of  
24 Respondent in carrying out the terms of this Consent Order; and conducting such tests as the Department  
25 may deem necessary. Respondent shall permit such persons to inspect and copy all records, documents,  
26  
27  
28

1 and other writings, including all sampling and monitoring data, in any way pertaining to work  
2 undertaken to this Consent Order.

3           9.10    Sampling, Data, and Document Availability: Respondent shall permit the Department and  
4 its authorized representatives to inspect and copy all sampling, testing, monitoring, and other data  
5 generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant  
6 to this Consent Order. Respondent shall allow the Department and its authorized representatives to take  
7 duplicates of a samples collected by Respondent pursuant to this Consent Order. Respondent shall  
8 maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent  
9 Order. All such data, reports, and other documents shall be preserved by Respondent for a minimum of  
10 six years after the conclusion of all activities under this Consent Order. If the Department requests that  
11 some or all of these documents be preserved for a longer period of time, Respondent shall either comply  
12 with that request, deliver the documents to the Department, or permit the Department to copy the  
13 documents prior to destruction. Respondent shall notify the Department in writing at least six months  
14 prior to destroying any documents prepared pursuant to this Consent Order.

15           9.11    Government Liabilities: Neither the County of Lakeshore or the Lakeshore County  
16 Hazardous Materials Division shall be liable for injuries or damages to persons or property resulting  
17 from acts or omissions by Respondent or related parties specified in paragraph 12.3, in carrying out  
18 activities pursuant to this Consent Order, nor shall the County of Lakeshore or the Lakeshore County  
19 Hazardous Materials Division be held as a party to any contract entered into by Respondent or its agents  
20 in carrying out activities pursuant to this Consent Order.

21           9.12    Incorporation of Plans and Reports: All plans, schedules, and reports that require  
22 Department approval and are submitted by Respondent pursuant to this Consent Order are incorporated  
23 in this Consent Order upon approval by the Department.  
24  
25  
26  
27  
28



1 OTHER PROVISIONS

2 11. Additional Enforcement Actions: By agreeing to this Consent Order, the Department  
3 does not waive the right to take further enforcement actions, except to the extent provided in this  
4 Consent Order.

5 11.1 Penalties for Noncompliance: Failure to comply with the terms of this Consent Order  
6 may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the  
7 Department or other government agencies as a result of such failure, as provided by HSC section 25188  
8 and other applicable provisions of law.

9 11.2 Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its  
10 officers, directors, agents, receivers, trustees, employees, contractors, consultants, successors, and  
11 assignees, including but not limited to individuals, partners, subsidiary and parent corporations, and  
12 upon the Department and any successor Agency that may have responsibility for and jurisdiction over  
13 the subject matter of this Consent Order.

14 11.3 Effective Date: The effective date of this Consent Order is the date it is signed by the  
15 Department.

16 11.4. Integration: This agreement constitutes the entire agreement between the parties and may  
17 not be amended, supplemented, or modified, except as provided in this agreement.

18 11.5 Compliance with Waste Discharge Requirements: Respondent shall comply with all  
19 applicable waste discharge requirements issued by the State Water Resources Control Board or the  
20 California Regional Water Quality Control Board.

21 11.6 Notice of Disposal: Respondent shall, by certified mail, return receipt requested, notify  
22 the following persons of the violation alleged in paragraph above:

23 Notices under this paragraph are subject to paragraph 10.2.  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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