LAKE SHORE 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 ) CONSENT ORDER
Plating, CA 90021 ) Health and Safety Code
Respondent ) 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.


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.
3.3 The Respondent violated 22CCR66265.173(a) in that on or about June 13, 2002, the Respondent failed to keep containers of filter cake and polishing dust closed.

3.4 The Respondent violated 22CCR66265.174 in that on or about June 13, 2002 and July 23, 2002, the Respondent failed to keep adequate records of facility inspections dealing with container storage areas.

3.5 The Respondent violated 22CCR66265.51(a) in that on or about June 13, 2002 and July 23, 2002, the Respondent failed to maintain a contingency plan onsite. On July 23, 2002 a contingency plan was found on site, however its contents were deemed insufficient.

3.6 The Respondent violated 22CCR66265.16 as referred by 22CCR66262.3(a)(3) in that on or about June 13, 2002 and July 23, 2002, the Respondent failed to provide adequate training and documentation for employees who work with and/or around hazardous materials and hazardous waste.

3.7 The Respondent violated 22CCR66265.195 in that on or about June 13, 2002, the Respondent failed to keep documentation on hand of daily inspections of tank systems.

4. A dispute exists regarding the alleged violations.

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


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

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

9 Respondent shall comply with the following:

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

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

9.3 Submittals: All submittals from Respondent pursuant to this Consent Order shall be sent to:

John Bond, Manager, Inspection Section
Lakeshore County Hazardous Materials Division
1010 Lakeshore Drive
Lakeshore, CA 90000

9.4 Communications: All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by the Inspection Section Manager, of the Lakeshore County Hazardous Materials Division, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department 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.

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

9.7  **Endangerment during Implementation:** In the event that the Department determines that any circumstances or activity (whether or not pursued in compliance with this Consent 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 Department may order Respondent to stop further implementation for such period of time as needed to abate the endangerment. Any deadline in this Consent Order directly affected by a Stop Work Order under this section shall be extended for the term of such Stop to Work Order.

9.8  **Liability:** Nothing in this Consent 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 Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

9.9  **Site Access:** Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any agency having jurisdiction. Nothing in this Consent 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 Department and its authorized representatives may enter and move freely about all property at the Site at all reasonable times for purposes including the progress of Respondent in carrying out the terms of this Consent Order; and conducting such tests as the Department 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 to this Consent Order.

9.10 **Sampling, Data, and Document Availability:** Respondent shall permit the Department 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 Consent Order. Respondent shall allow the Department and its authorized representatives to take duplicates of a samples collected by Respondent pursuant to this Consent Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent 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 Consent Order. If the Department 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 Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Consent Order.

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

9.12 **Incorporation of Plans and Reports:** All plans, schedules, and reports that require Department approval and are submitted by Respondent pursuant to this Consent Order are incorporated in this Consent Order upon approval by the Department.
9.13 **Extension Requests:** If Respondent is unable to perform any activity or submit any
document within the time required under this Consent 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.

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

**PAYMENTS**

10. Respondent shall pay the Department a total of $9904.50, of which $9250.00 is a penalty
and $654.50 is reimbursement of the Department’s costs according to the following payment schedule:

   - $3301.50 by November 15, 2002
   - $3301.50 by December 15, 2002
   - $3301.50 by January 15, 2002

Respondent’s check shall be made payable to Lakeshore County Hazardous Materials Division, and
shall be delivered to:

   Lakeshore County Hazardous Materials Division
   Attn: Financial Management Office
   1010 Lakeshore Drive
   Lakeshore, CA 90000

A photocopy of the check shall be sent to:

   John Bond, Manager, Inspection Section
   Lakeshore County Hazardous Materials Division
   1010 Lakeshore Drive
   Lakeshore, CA 90000

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

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

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

11.2 **Parties Bound:** This Consent 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, subsidiary and parent corporations, and upon the Department and any successor Agency that may have responsibility for and jurisdiction over the subject matter of this Consent Order.

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

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

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

11.6 **Notice of Disposal:** Respondent shall, by certified mail, return receipt requested, notify the following persons of the violation alleged in paragraph above: Notices under this paragraph are subject to paragraph 10.2.
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