

COUNTY OF COLOSSAL  
CERTIFIED UNIFIED PROGRAM AGENCY

In the Matter of: ) Docket No. CCN 00/01-1234  
)  
XYZ Incorporated ) CONSENT 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  
Consent Order and agree as follows:

1. Respondent generates, handles, stores, and/or treats  
hazardous waste at 123 Secondary Road in Springfield, California  
(Site).

2. The Agency inspected the Site on March 14 & 15, 2001.

3. The Agency alleges the following violations:

3.1. Respondent violated Title 22, California Code of  
Regulations (Cal. Code of Regs.), section 66265.173 (a) in that  
on or about March 14, 2001, Respondent failed to keep containers  
of hazardous waste closed except when adding or removing  
hazardous waste. Respondent stored on the hazardous waste pad a

total of nine open 30 gallon containers and one open 400 gallon portable tank.

3.2. Respondent violated Title 22, Cal. Code of Regs., section 66262.34(f)(2) and (3) in that on or about March 14, 2001, Respondent failed to properly label a total of 25 hazardous waste containers and two 400 gallon portable tanks with the following information: the words AHazardous Waste≡, date of initial accumulation, composition, physical state of the waste, hazardous properties, and name and address of generator.

3.3. Respondent violated Title 22, Cal. Code of Regs., section 66262.11 in that on or about March 14, 2001, Respondent failed to determine if grease sweep stored in eight 55 gallon drums located at the Site=s waste pad was hazardous waste.

3.4. Respondent violated Health and Safety Code (HSC), section 25201(a) in that on or about March 14, 2001, Respondent stored hazardous waste greater than 90 days without authorization. Respondent stored three 55 gallon drums of 3% gasoline rinsate at the Site since December 11, 1997.

3.5. Respondent violated Title 22, Cal. Code of Regs., section 66262.12(a) in that on or about March 14, 2001, Respondent generated, stored, and offered for transportation hazardous waste at the Site without obtaining an Environmental

Protection Agency (EPA) identification number.

4. A dispute exists regarding the alleged violations.

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

6. Jurisdiction exists pursuant to HSC section 25187.

7. Respondent waives any right to a hearing in this matter.

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

#### SCHEDULE FOR COMPLIANCE

9. Respondent shall comply with the following:

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

9.1.2. 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.

9.1.3. 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 Springfield waste pad was hazardous waste.

9.1.4. 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.

9.1.5. 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.

9.2. Submittals. All submittals from pursuant to this Consent Order shall be sent to:

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

9.3. Communications. All approvals and decisions of the Agency made regarding submittals and notifications will be communicated to Respondent in writing by the Enforcement Chief, Colossal County CUPA, or his/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 the

obligation to obtain such. formal approvals as may be required.

9.4. Agency Review and Approval. If the Agency 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 Agency may 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.

9.5. 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.

9.6. Endangerment during Implementation: In the event that the Agency 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 Agency may order Respondent to stop further implementation of this order 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 the Stop Work Order.

9.7. 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. 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.

9.8. 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 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 Agency and its authorized representatives shall have the authority to 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 Consent 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 Consent Order.

9.9. 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 Consent Order. Respondent shall allow the Agency and its authorized representatives to take duplicates of any 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 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 Consent Order.

9.10. Government Liabilities: The County of Colossal 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 9.16 in carrying out

activities pursuant to this Consent Order, nor shall the County of Colossal be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to the Consent Order.

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

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

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

9.15. Penalties for Noncompliance: Failure to comply with the terms of this Consent Order may also subject Respondent to



costs, 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.

9.16. Parties Bound: This Consent Order shall apply to and be binding upon Respondent, and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, 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 Consent Order.

9.17. 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.

#### PAYMENTS

10. Respondent shall pay the Agency a total of \$10,540 of which \$7,000 is penalty and \$3,540 is reimbursement of the Agency's costs. Payment is due within 30 days from the effective date of this Consent Order. Respondent's check shall be made payable to the Colossal County CUPA, 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.

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

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

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

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

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

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

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Mr. Elmer Environmental,

Colossal County CUPA