



Matthew Rodriguez  
Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Barbara A. Lee, Director  
8800 Cal Center Drive  
Sacramento, California 95826-3200



Edmund G. Brown Jr.  
Governor

### STATE OF CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY DEPARTMENT OF TOXIC SUBSTANCES CONTROL

**In the Matter of:**

JM Environmental Inc.,  
213 Kenroy Lane #1  
Roseville, CA 95742

ID No. CAR000096313

Respondent.

Docket HWCA20177308

**CONSENT ORDER**

Health and Safety Code  
Section 25187

### INTRODUCTION

The State Department of Toxic Substances Control (Department) and JM Environmental Inc., (Respondent) enter into this Consent Order and agree as follows:

1. Respondent transports hazardous waste (asbestos) and their facility is located at 213 Kenroy Lane #1, Roseville, California 95742 (Site).
2. The Department inspected the Site on September 20, 2016.
3. The Department alleges the following violations:
  - 3.1. Respondent violated Health and Safety Code section 25163(a) (2) in that Respondent transported hazardous waste without valid hazardous waste transporter registration. On or about August 1, 2016 through September 8, 2016 JM Environmental

transported hazardous waste without valid hazardous waste transporter registration from the Department.

4. The parties wish to avoid the expense of litigation and to ensure prompt compliance with hazardous waste laws. Respondent does not admit the violations alleged herein.

5. Jurisdiction exists pursuant to Health and Safety Code section 25187.

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

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

#### **SCHEDULE FOR COMPLIANCE**

8. Respondent shall comply with the following:

8.1.1. Respondent shall not transport hazardous waste without valid registration from DTSC.

8.2. 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.

8.3. Communications: All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by a Branch Chief, Department of Toxic Substances Control, 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.

8.4. 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 Work Order.

8.5. 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.

8.6. Site Access: 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 of reviewing the progress of Respondent in carrying out the terms of this Consent Order. In connection with such visits or inspections, 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.

8.7. 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 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 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.

8.8. Government Liabilities: The State of California 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 10.3, in carrying out activities pursuant to this Consent Order, nor shall the State of California be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Consent Order.

8.9. 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.

8.10. 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**

9. Within 30 days of the effective date of this Consent Order, Respondent shall pay the Department a total of \$3,000 in penalties. Respondent's check shall be made payable to Department of Toxic Substances Control, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control  
Accounting Office  
1001 I Street, 21st floor  
P. O. Box 806  
Sacramento, California 95812-0806

A photocopy of the check shall be sent:

To: Mr. Sangat Kals, Ph.D.  
Senior Environmental Scientist (Supervisory)  
Statewide Emergency Response and  
Sacramento Enforcement Branch  
Enforcement and Emergency Response Division  
Department of Toxic Substances Control  
88000 Cal Center Drive  
Sacramento, California 95826-3200

To: Ms. Leah White  
Staff Counsel  
Office of Legal Counsel  
Department of Toxic Substances Control  
1001 I Street, 23rd floor  
P. O. Box 806  
Sacramento, California 95812-0806

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

#### **OTHER PROVISIONS**

10.1. 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.

10.2. 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 Health and Safety Code section 25188 and other applicable provisions of law.

10.3. 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, and 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.

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

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

Dated: May 1st, 2017


original signed by Tonja Moore



Tonja Moore  
Vice President  
JM Environmental Inc.,

Dated: May 4, 2017

original signed by Sangat Kals



Sangat Kals, Ph.D.  
Senior Environmental Scientist (Supervisory)  
Statewide Emergency Response and  
Sacramento Enforcement Branch  
Enforcement and Emergency Response  
Division Department