

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

AZTEC AUTO WRECKING
760 N. MISSION RD
LOS ANGELES, CA 90033

ID No. CAL000000369

Respondent.

Docket HWCA 2016-7235

CONSENT ORDER

California Health and Safety Code
Section 25187

The State Department of Toxic Substances Control (Department) and Aztec Auto Wrecking (Respondent) enter into this Consent Order (Order) and agree as followed:

1. Respondent is a hazardous waste generator (Generator EPA ID No. CAL000000369) located at 760 N. Mission Rd., Los Angeles, California 90033 (Site).
2. The Department inspected the Site on September 16, 2015.
3. The Department alleges the following violation:
 - 3.1 Respondent violated California Code of Regulations, title 22, sections 66262.10 (h) and 66265.31, in that Aztec failed to minimize the release of hazardous waste or hazardous waste constituents to the air, soil, or surface water, which could threaten human health or the environment, to wit: Used oil were observed to have filled and overflowed from the secondary containment that housed two 55-gal drums of used oil. The overflowed oil spilled onto and contaminated used batteries stored to the side of the containment, the ground and concrete underneath and in front of the containment.
4. Respondent admits the violation as alleged in Section 3.1.
5. The parties wish to avoid the expense of litigation and to ensure prompt compliance.
6. Jurisdiction exists pursuant to Health and Safety Code section 25187.
7. Respondent waives any right to a hearing in this matter.
8. This Order shall constitute full settlement of the violations alleged above, but does not limit the Department from taking appropriate enforcement action concerning other violations.
9. Respondent admits to the violations alleged above.

SCHEDULE FOR COMPLIANCE

10. Respondent shall comply with the following:

10.1. Respondent shall conduct its operations in a manner that minimizes the release of hazardous waste or hazardous waste constituents to the air, soil, or surface water, which could threaten human health or the environment.

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

Jay Cross, Senior Staff Counsel
Office of Legal Affairs
Department of Toxic Substances Control
1001 I Street, 23rd Floor
P.O. Box 806
Sacramento, California 95812-0806

Alfredo Rios, Unit Chief
San Diego Border Unit
Enforcement and Emergency Response Program
Department of Toxic Substances Control
2375 Northside Drive, Suite 100
San Diego, California 92108

10.3. 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.

10.4. Department Review and Approval: If the Department 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 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.

10.5. 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.

10.6. Endangerment during Implementation: In the event that the Department 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 Department 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.

10.7. 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.

10.8. 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 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 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 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 pursuant to this Order.

10.9. 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 Order. Respondent shall allow the Department 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 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 Order.

10.10. 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 12.3, in carrying out activities pursuant to this 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 Order.

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

10.12. 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.

10.13. 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

11. Respondent shall pay the Department a total of \$8,700.00 (Eight thousand and seven hundred) dollars. Of the total penalty due, \$7,700.00 dollars is monetary fine and \$1,000.00 dollars shall be a credit for sending one employee to attend and complete the California Compliance School.

11.1 The monetary penalty shall be paid in fourteen payments of \$550.00 each. Respondent shall submit the first payment of \$550.00 within 30 days of the effective day of the Order. The remaining thirteen payments, each one in the amount of \$550.00, shall be submitted monthly in accordance with the Payment Voucher Plan. In the event that any payment is not received by the dates specified above, the entire remaining balance shall become immediately due and payable.

Respondent's check shall be made payable to Department of Toxic Substances Control, include Docket HWCA 2016-7235 in the check, 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: Van-Anh Le, Environmental Scientist
Enforcement and Emergency Response Program
Department of Toxic Substances Control
2375 Northside Drive, Suite 100
San Diego, California 92108

11.2 Respondent hereby agrees to send one employee to a specified California Compliance School (Modules I-IV of the Hazardous Waste Generator Course). Attendance must be completed and the Respondent must submit the Certificate of Satisfactory Completion issued by the California Compliance School to the Department within 180 days of the date of this Order. In recognition of this educational investment, Respondent receives a credit of \$1,000.00, if the one employee satisfactorily completes the specified modules. If Respondent fails to submit the certificate as required, the penalty is due and payable within 30 days after the 180-day period expires.

11.3 If Respondent fails to make the payments or comply with the terms of sections 11, 11.1 & 11.2 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

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

12.2. 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 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.

12.3. 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 Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Order.

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

12.5. 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: 08-8-16


Original signed by Joaquin Jimenez

Joaquin Jimenez, Facility Owner
Aztec Auto Wrecking

Dated: 8/23/2016


Original signed by Jose Alfredo Rios

Jose Alfredo Rios, Unit Chief
Enforcement & Emergency Response Division
Department of Toxic Substances Control