

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

California Army National Guard,  
Camp Roberts  
U.S. Highway 101,  
Paso Robles, California 93446

ID No. (CA7572890518)

Respondent.

Docket HWCA20171212

CONSENT ORDER

Health and Safety Code  
Section 25187

The Department of Toxic Substances Control (Department) and California Army National Guard, Camp Roberts (Respondent), an United States Military Base in California, enter this Consent Order and agree as follows:

1. Respondent generates, handles, and stores hazardous waste at its facility, located on U.S. Highway 101 in Paso Robles, California 93446.
2. The Department received a Voluntary Self-Disclosure letter on August 26, 2015.
3. The Department alleges the following violations:
  - 3.1. The Respondent violated Health and Safety Code sections 25154 and 25203, in that or on about April 8, 2015, the Respondent improperly disposed of a hazardous waste at Chicago Grade Landfill, which is not permitted by the Department to receive or dispose of hazardous waste.

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

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 a full settlement of the violations alleged above, and any other alleged violations, based on the Department's review of the Voluntary Self-Disclosure of the facility sent on August 26, 2015, as described in Paragraph 2. This settlement does not limit the Department from taking appropriate enforcement action concerning other violations.

8. The Respondent admits to the violation.

#### SCHEDULE FOR COMPLIANCE

9. The Respondent agrees to the following corrective actions.

9.1 Camp Roberts will include their current Hazardous Materials & Waste Management Plan in contracting documents for construction and demolition projects regardless of whether hazardous waste has been identified within the scope of the project.

9.2 Camp Roberts will make a specific disclosure in contracting documents for construction and demolition projects involving lead-impacted waste that the United States Environmental Protection Agency residential exemption does not apply to military barracks structures in the State of California.

9.3 For future construction and demolition projects, Camp Roberts will require contractors to prepare a Construction Waste Management Plan (CWMP).

The CWMP must address the handling and disposal of all expected hazardous and non-hazardous waste, and must be approved by Camp Roberts prior to commencement of work.

9.4 Camp Roberts shall report on compliance with Sections 9.1, 9.2, and 9.3 via a letter to the Department within one year of the effective date of this Order. This letter shall include a copy of an executed contract that satisfies the conditions of Sections 9.1, 9.2, and 9.3, or otherwise attest under penalty of perjury that no such contracting document was entered into within this timeframe.

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

April Ranney  
Senior Environmental Scientist (Supervisor)  
Enforcement and Emergency Response Division  
Department of Toxics Substances Control  
1515 Tollhouse Road  
Clovis, California 93611

9.6. 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.

9.7. 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.

9.8. 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.

9.9. 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.

9.10. 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.

9.11. 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 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 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 Consent Order.

9.12. 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. Respondent shall notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Consent Order.

9.13. 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 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.

9.14. 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.

9.15. 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.

9.16. 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.

## 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.

10.6. 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.

10.7. Authorized Signatory: Respondent warrants and guarantees its signatory below has been duly authorized and has full authority to execute this Agreement on behalf of Respondent.

Original signed by Frank Emanuel

Dated: 10 APRIL 2018

Frank D. Emanuel  
Brigadier General, CA  
Director, Facilities and Infrastructure (J9)

Dated: 10 APRIL 2018

Original signed by Thomas Clarke

Thomas Clarke  
CW4 CA ARNG  
Chief, Purchasing and Contracting Branch  
State Military Department

Dated: June 6, 2019

Original signed by April Ranney

April Ranney  
Senior Environmental Scientist (Supervisor)  
Berkeley/Clovis Branch  
Department of Toxic Substances Control