STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of: Acme Fill Corporation 950 Waterbird Way Martinez, California 94553 ID No. 041835695 Respondent.	Docket HWCA # 20114230 CONSENT ORDER Health and Safety Code Section 25187

The State Department of Toxic Substances Control (Department) and Acme Fill Corporation (Respondent) enter into this Consent Order and agree as follows:

1. Respondent's north parcel is a closed, Class I hazardous waste landfill (Landfill) located at 950 Waterbird Way (Site). Respondent operates a landfill gas extraction system and a leachate extraction system on the landfill. Respondent also operates a leachate treatment plan (LTP) under permit by rule, located just off the landfill cover.

2. The Department inspected the Site on May 26, 2011.

3. The Department alleges the following violations:

a) Respondent violated California Code of Regulations, title 22, section 66265.193(i)(2) in that Respondent failed to perform an annual leak test for the treatment tank system piping. An annual leak test is required because the tank

system, including the conveyance piping from the extraction wells to the LTP, does not have full secondary containment.

b) Respondent violated California Code of Regulations, title 22, section 66265.193(f) in that Respondent failed to provide tank system ancillary equipment with full secondary containment or provide daily inspections on the single wall piping. The single walled underground piping was not provided with a leak detection system that is designed and operated to detect a release. Also, daily inspections were not performed on the above ground portions of the piping, and the underground piping could not be inspected.

c) Respondent violated Health and Safety Code section 25201(a) and California Code of Regulations, title 22, section 66262.34(b)(2) in that Respondent accumulated hazardous waste over ninety (90) days without a permit. The leachate at the Landfill is a listed hazardous waste and the volume of leachate generated at the Landfill exceeds the 1,000 kilogram permit month limit allowed for Small Quantity Generators.

d) Respondent violated California Code of Regulations, title 22, sections 66265.117(d) and (f) and 66265.310(e) in that Respondent failed to maintain the Landfill's cover integrity. Several actions by Acme Fill Corporation may have jeopardized the landfill cover's integrity.

e) Respondent violated California Code of Regulations, title 22, section 66265.145(d)(3) in that Respondent failed to issue their insurance policy for a face amount at least equal to the current post closure cost estimate.

f) Respondent violated California Code of Regulations, title 22, section 66265.145(d)(2) in that Respondent failed to provide identical wording specified in section 66264.151(e) on its certificate of insurance.

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 Health and Safety Code 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 Department from taking appropriate enforcement action concerning other violations.

SCHEDULE FOR COMPLIANCE

9. Respondent shall comply with the following:

9.I. Respondent shall ensure the insurance policy for post closure is a face amount at least equal to the current post closure cost estimate.

9.1.1 A schedule for compliance demonstrating compliance with the financial assurance requirements of Health and Safety Code section 25245(a)(2) and California Code of Regulations, title 22, section 66264.143 shall be set forth in Respondent's post closure permit.

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

Jenny Aievoli Financial Assurance Unit
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826

9.3. 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.

9.4. 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.

9.5. 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 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.

9.7. 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, 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.

9.8. 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 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.

9.9. 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 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.

9.10. 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 11.3, 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.

9.11. 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.

9.12. 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.

9.13. 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

10. Respondent shall pay the Department as follows:

a) $10,000 is due and payable upon the Effective Date of this Consent Order.

b) $10,000 is due and payable no later than thirty (30) days from the Effective Date of this Consent Order.

c) $10,000 is due and payable no later than sixty (60) days from the Effective Date of this Consent Order.

d) $10,000 is due and payable no later than ninety (90) days from the Effective Date of this Consent Order.

The total payment of $40,000 pursuant to this Consent Order is allocated as $35,000 is a penalty and $5,000 is reimbursement of the Department's costs. Respondent's check shall be made payable to the 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: Daniel Pineschi
Enforcement and Emergency Response Division
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826

To: Nancy J. Bothwell
Senior 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

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.

11.2. 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.

11.3. 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.

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

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

11.6. 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.

Dated: 7-17-14

Nicholas J. Farros
Respondent

Dated: July 25, 2014

Sangat Kals
Senior Environmental Scientist
Department of Toxic Substances Control