

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Cal-Chem Cleaning Co., Inc., doing  
business as Cal-Chem Corporation,  
2102 Merced Avenue, South El  
Monte, California, 91733

ID No. CAL000311687

Respondent.

Docket HWCA 20114170

CONSENT ORDER

Health and Safety Code  
Section 25187

The State Department of Toxic Substances Control (Department) and Cal-Chem Cleaning Co., Inc., doing business as Cal-Chem Corporation, (Respondent) enter into this Consent Order and agree as follows:

1. Respondent generates, handles, treats, and stores hazardous waste at 2102 Merced Avenue, South El Monte, California, 91733 (Site).
2. The Department inspected the Site on November 10, 2010, January 13, 2011, February 27, 2011, and May 11, 2011.
3. The Department alleges the following violations:
  - 3.1. On or about January 13, 2013, February 27, 2011, and May 11, 2011, Respondent violated California Health and Safety Code, section 25201(a) by treating hazardous waste without a permit or authorization by the Department, to wit: Respondent performed pH adjustment on hazardous waste at the two outside

2,500 gallon hazardous waste storage tanks by adding Sodium Hydroxide to raise pH, and Citric Acid to lower pH.

3.2. On or about January 13, 2011, February 27, 2011, and May 11, 2011, Respondent violated California Health and Safety Code, section 25201(a) by storing hazardous waste for more than 90 days without a permit or authorization by the Department; to wit: Respondent stored three hazardous waste drums containing ignitable wastes at the Site's bermed hazardous waste area for six months or more, and fourteen drums of hazardous waste at the Site's metal shed at the back of the Site for longer than one year.

3.3. On or about January 13, 2011 and February 27, 2011, Respondent violated California Code of Regulations, title 22, section 66262.11, in that Respondent failed to make waste determinations; to wit: Respondent failed to make a hazardous waste determination on the fourteen unlabeled fifty-five gallon drums in the Site's fenced off metal drum storage shed. Additionally, Respondent mischaracterized the hazardous waste stored in tank WN-2 as non-RCRA hazardous waste, when in fact it contained RCRA hazardous waste levels of chromium.

3.4. On or about January 13, 2011, February 27, 2011, and May 11, 2011, Respondent violated California Code of Regulations, title 22, section 66265.193, in that Respondent failed to provide secondary containment for the two outside 2,500-gallon hazardous waste tanks, to prevent a release or potential release of hazardous waste to the environment. 

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3.5. On or about January 13, 2011, February 27, 2011, and May 11, 2011, Respondent violated California Code of Regulations, title 22, section 66265.191 in that Respondent failed to conduct tank integrity assessments for two of its outside 2,500-gallon hazardous waste tanks to determine if the tanks were leaking or unfit for use.

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 full settlement of the violations alleged above, but does not limit the Department from taking appropriate enforcement action concerning other violations.

8. Respondent does not admit the violations alleged above, except as follows: Respondent admits the facts alleged above for the purposes of any subsequent action brought pursuant to the Hazardous Waste Control Law, Health and Safety Code section 25100 et seq., within 5 years of the date the violations occurred.

#### SCHEDULE FOR COMPLIANCE

9. Respondent shall comply with the following:

9.1. Respondent has corrected the violations set forth above.

Respondent shall operate hereafter in a manner that shall prevent recurrences of the violations cited above.

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

Mukul Agarwal  
Supervising Environmental Scientist  
Enforcement and Emergency Response Division  
Department of Toxic Substances Control  
9211 Oakdale Avenue  
Chatsworth, California 91311

And to: Christopher Cho  
Office of Legal Counsel  
Department of Toxic Substances Control  
1001 I Street, 23rd floor  
P. O. Box 806  
Sacramento, California 95812-0806

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 Consent Order in compliance with all local, State, and federal requirements.

including but not limited to requirements to obtain permits and to assure worker safety.

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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 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.

9.11. 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. The Department has determined that the penalty for the violations it alleges is ninety three thousand seven hundred fifty dollars (\$93,750). However, Respondent has provided supporting evidence to the Department as permitted by California Code of Regulations, title 22, section 66272.68(d) (Ability to Pay), that Respondent does not have the financial resources to pay any portion of the penalty. Respondent represents, and also certifies by signing below, that it does not have the financial resources to pay the penalty determined by the Department



in this matter. Accordingly, in reliance on Respondent's representations, and in settlement of this matter, the Department agrees that no penalty shall be owed for the violations.

10.1. Notwithstanding Paragraph 10 above, The Department reserves the right to institute new proceedings in this action or in a new action if after the Effective Date the Department receives information previously unknown to the Department, indicating that the financial information provided by Respondent and upon which the Department relied upon in entering into the Consent Order is false or in any material respect inaccurate.

#### OTHER PROVISIONS

11.1. 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.

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.

Dated: 11/13/15

Original signed

Jacquelyn Maitland  
Cal-Chem Cleaning Corporation, doing business  
as Cal-Chem Corporation

Dated: Dec 2, 2015

Original signed

Robert Kou  
Branch Chief, Hazardous Waste Management  
Program/Enforcement and Emergency  
Response Division  
Department of Toxic Substances Control