



1 equipment at the Site associated with its lead abatement and  
2 recoating operations on the San Francisco-Oakland Bay Bridge.  
3 Respondent used the Site to clean, maintain, and decontaminate  
4 equipment and personnel after lead abatement activities on the  
5 Bay Bridge.

6           2. Generation. Respondent generated hazardous waste  
7 including lead contaminated paint residues through its work on  
8 the San Francisco-Oakland Bay Bridge. Respondent does not have a  
9 permit to transport or dispose of hazardous waste.

10           3. The Department alleges the following violations:

11           3.1. On or about February 2000 through June 2004,  
12 Respondent released and disposed of hazardous waste to the  
13 ground in and around 825 Avenue H, Treasure Island, San  
14 Francisco, in violation of Health and Safety Code section  
15 25189.2, subdivision (c). The release and disposal of hazardous  
16 waste at the Site occurred through Respondent's decontamination  
17 activities and by other unspecified means. Respondent is not  
18 authorized by the Department to dispose of hazardous waste at  
19 the Site.

20           3.2. On or about February 2000 through June 2004  
21 Respondent transported hazardous waste without proper  
22 authorization from the Department, in violation of Health and  
23 Safety Code section 25163, subdivision (a)(1). Respondent's  
24 September 16, 2004, response to the Department's request for  
25 information indicates that RPI personnel transported hazardous  
26 paint waste from the San Francisco-Oakland Bay Bridge to Pier 50

1 in San Francisco. Department records show that Respondent has  
2 never been authorized to transport hazardous waste.

3 3.3. Respondent sent letters to DTSC dated September  
4 16, 2004, September 17, 2004, and November 2, 2004, that  
5 contained false statements and/or representations, in violation  
6 of Health and Safety Code section 25189.2, subdivision (a).

7 4. A dispute exists regarding the alleged violations.

8 5. The parties wish to avoid the expense of  
9 litigation and to ensure prompt compliance.

10 6. Jurisdiction exists pursuant to Health and Safety  
11 Code section 25187.

12 7. Respondent waives any right to a hearing in this  
13 matter.

14 8. This Consent Order shall constitute full  
15 settlement of the violations alleged above with respect to  
16 Respondent and its employees, but does not limit the Department  
17 from taking appropriate enforcement action concerning other  
18 violations.

19 SCHEDULE FOR COMPLIANCE

20 9. Respondent has demonstrated that the alleged  
21 violations stated in Sections 3.1 and 3.3 above have ceased. No  
22 further corrective action or submittal is required.

23 PAYMENTS

24 10. Within 30 days of the effective date of this  
25 Consent Order, Respondent shall pay the Department a total of  
26 \$145,000, of which \$110,000 is a penalty and \$35,000 is

1 reimbursement of the Department's costs. Respondent's check  
2 shall be made payable to Department of Toxic Substances Control,  
3 and shall be delivered together with the attached Payment

4 Voucher to:

5 Department of Toxic Substances Control  
6 Accounting Office  
7 Attn: John Goodykoontz  
8 1001 I Street, 21st floor  
9 P. O. Box 806  
10 Sacramento, California 95812-0806

11 A photocopy of the check shall be sent to:

12 Stephen C. Sterling, Chief  
13 Task Force Investigations Support Branch  
14 Department of Toxic Substances Control  
15 8800 Cal Center Drive  
16 Sacramento, California 95826-3200

17 and

18 Richard Stewart  
19 Senior Hazardous Substances Scientist  
20 Task Force Investigations Support Branch  
21 Department of Toxic Substances Control  
22 700 Heinz Avenue  
23 Berkeley, California 94710

24 If Respondent fails to make payment as provided above,  
25 Respondent agrees to pay interest at the rate established  
26 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

11.1. 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.

1           11.2. Penalties for Noncompliance: Failure to comply  
2 with the terms of this Consent Order may subject Respondent to  
3 civil penalties and/or punitive damages for any costs incurred  
4 by the Department or other government agencies as a result of  
5 such failure, as provided by Health and Safety Code section  
6 25188 and other applicable provisions of law.

7           11.3. Parties Bound: This Consent Order shall apply  
8 to and be binding upon Respondent and its officers, directors,  
9 agents, receivers, trustees, employees, contractors,  
10 consultants, successors, and assignees, including but not  
11 limited to individuals, partners, and subsidiary and parent  
12 corporations, and upon the Department and any successor agency  
13 that may have responsibility for and jurisdiction over the  
14 subject matter of this Consent Order.

15           11.4. Effective Date: The effective date of this  
16 Consent Order is the date it is signed by the Department.

17           11.5. Integration: This agreement constitutes the  
18 entire agreement between the parties and may not be amended,  
19 supplemented, or modified, except as provided in this agreement.  
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21 Dated: 3/17/06

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Dated: 3/29/16

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Stephen Sterling, Chief  
Task Force Investigations Support  
Branch  
Department of Toxic Substances  
Control Rick Robison

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