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Attorneys for Plaintiff
CALIFORNIA SPORTFISHING
PROTECTION ALLIANCE

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

CALIFORNIA SPORTFISHING PROTECTION ALLIANCE, a non-profit corporation, Plaintiff, vs. WINDSOR INDUSTRIES, a California corporation, and KENNETH HOFFMAN, an individual, Defendants.	Case No. 2:13-cv-00268-LKK-DAD **[PROPOSED] CONSENT AGREEMENT** (Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 to 1387)

WHEREAS, Plaintiff California Sportfishing Protection Alliance (hereinafter "Plaintiff" or "CSPA") is a non-profit public benefit corporation dedicated to the preservation, protection, and defense of the environment, wildlife, and natural resources of California's waters;

WHEREAS, Defendant Windsor Industries, doing business as Viking Auto Parts (hereinafter "Windsor"), owns an approximately 4-acre automotive vehicle dismantling and automotive parts recycling facility located at 20134 Accident Lane, in Redding, California (the "Facility"), and Defendant Kenneth Hoffman is the president of Windsor and that in this capacity he directs the operations and maintenance of the Facility (collectively, "Defendants");

WHEREAS, CSPA and Defendants shall be collectively referred to herein as the "Parties;"

WHEREAS, the Facility collects and discharges storm water to the City of Redding's storm

water drainage system, which discharges storm water from the Facility into Churn Creek and/or Clover Creek, both of which ultimately flow to the Sacramento River, and the Sacramento-San Joaquin Delta (a map of the Facility is attached hereto as **Exhibit A** and incorporated herein by reference);

WHEREAS, storm water discharges associated with industrial activity are regulated pursuant to National Pollutant Discharge Elimination System ("NPDES") General Permit No. CAS000001, State Water Resources Control Board Water Quality Order No. 91-13-DWQ, as amended by Water Quality Order 92-12 DWQ and 97-03-DWQ, issued pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342, (hereinafter "General Permit");

WHEREAS, on or about November 29, 2012, Plaintiff provided notice of Defendants' alleged violations of the Act ("Notice Letter") and of Plaintiff's intention to file suit against Defendants to the Administrator of the United States Environmental Protection Agency ("EPA"); the Administrator of EPA Region IX; the Executive Director of the State Water Resources Control Board ("State Board"); the Executive Officer of the Regional Water Quality Control Board, Central Valley Region ("Regional Board"); and to Defendants, as required by the Act, 33 U.S.C. § 1365(b)(1)(A) (true and correct copies of CSPA's CWA Notice Letter is attached as **Exhibit B** and incorporated herein by reference);

WHEREAS, Defendants deny the occurrence of the violations alleged in the Notice Letter and maintain that they have complied at all times with the provisions of the General Permit;

WHEREAS, CSPA filed a Complaint against Defendants in the United States District Court, Eastern District of California, on February 12, 2013 ("Complaint");

WHEREAS, for purposes of this Consent Agreement, the Parties stipulate that venue is proper in this Court, and that Defendants do not contest the exercise of jurisdiction by this Court to enter this Consent Agreement;

WHEREAS, this Consent Agreement shall be submitted to the United States Department of Justice and United States Environmental Protection Agency for the 45-day statutory review period, pursuant to 33 U.S.C. § 1365(c) and 40 C.F.R. §135.5;

WHEREAS, the period during which this Consent Agreement is being reviewed by the United

States Department of Justice and the United States Environmental Protection Agency shall be referred to herein as the **"**Agency Review Period**"**;

WHEREAS, upon receiving notice from the United States Department of Justice indicating that the United States has no objection to this Consent Agreement, it shall thereafter be submitted for approval by the District Court;

WHEREAS, at the time the Consent Agreement is submitted for approval to the District Court, CSPA shall request a dismissal of the Complaint with prejudice and the Parties shall stipulate and request that the Court retain jurisdiction for the enforcement of this Consent Agreement as provided herein;

WHEREAS, the date of the District Court's Order granting dismissal of CSPA's Complaint and retaining jurisdiction for the enforcement of this Consent Agreement shall be referred to herein as the "Court Approval Date";

AND WHEREAS, the Parties agree that it is in their mutual interest to resolve this matter without further litigation.

NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE SETTLING PARTIES, AND ORDERED AND DECREED BY THE COURT, AS FOLLOWS:

I. COMMITMENT OF DEFENDANTS

1. Compliance With General Permit & Clean Water Act. Subject to the contingencies described below, throughout the term of this Consent Agreement, Defendants agree to operate the Facility in compliance with the applicable requirements of the Clean Water Act and the General Permit, subject to any defenses available under the law.

2. Fluid Removal Practices. Prior to dismantling or crushing, Defendants shall drain vehicle fluids including fuel, antifreeze, brake fluids, motor oils, and transmission fluids. Fluids must be captured or contained to prevent release to environment. Other fluids which may be drained include windshield washer fluid, power steering fluid, and rear axle housing fluids. Defendants shall use plugs to prevent leaks from drained engines or store drained engines in a leak-proof container. Defendants shall provide spill control supplies and spill prevention and fluid management training to

all employees who crush vehicles or dismantle or remove parts containing fluids.

3. Vehicle Storage and Dismantling. Defendants shall either drain and dismantle fluid-bearing parts prior to long term storage of vehicles outside, or use measures (collection pans, absorbents) to capture and clean up fluids released from unprocessed vehicles. Defendants shall properly dispose of used absorbents and prevent all drip pans from overflowing (including during storm events). Defendants shall process (fluid removal and/or parts dismantling) vehicles inside a building, OR on a bermed impervious (concrete or asphalt) surface, OR on an unbermed impervious surface during day weather only. Defendants shall use absorbents and other spill controls to prevent the release of fluids during processing.

4. Vehicle Inspection. Defendants shall immediately capture any leaks with drip pans or absorbents, and shall maintain spill controls until the vehicle is processed; Defendant shall make best efforts to process all vehicles and drain all fluids promptly to prevent further releases.

5. Recyclable and Hazardous Material Storage. Defendants shall inspect containers with hazardous materials daily (Health and Safety Code, Section 66265.195), provide secondary containment (which can include a liner, a concrete or steel vault, or double-walled tank). Defendants shall provide containment for appurtenances, such as pumps, and test secondary containment systems periodically to verify that the system is water-tight and working properly. Defendants shall properly label containers in accordance with Section 66262.34, listing the material contained, and the name and address of the generator. The date which each period of accumulation begins on shall be clearly marked on each container (Health and Safety Code, Section 66262.34).

6. Fluid Storage Containers. Defendants shall maintain containers in good condition per Health and Safety Code Section 66265.171. Keep containers closed, except when adding or removing fluids. Defendants shall inspect containers regularly to check for leaks, cracks, or structural deficiencies.

7. Lead Acid Batteries. Defendants shall remove batteries from vehicles when dismantled and store all batteries in a covered storage area on an impervious surface with secondary containment, or in a non-leaking container with a lid. Defendants shall carefully handle any cracked

or broken batteries to prevent the release of battery acid to the environment, and shall place cracked or leaking batteries in a watertight acid-resistant container. Spilled acid shall be neutralized with sodium carbonate, soda ash, or other absorbent material.

8. Oily Vehicle Parts. Engines, transmissions, and other oily parts removed from vehicles shall be stored under a temporary or permanent cover on an impervious (concrete or asphalt) surface, or in an outside covered weather-proof container. Defendants shall control, contain, and clean up any fluids released from the engines, transmissions, and other oily parts.

9. Radiators. Defendants shall store radiators removed from vehicles under a temporary or permanent cover to prevent exposure to rainfall. All radiators shall be stored off the ground to prevent soil contamination and contact with surface drainage.

10. Other Vehicle Parts. Defendants shall identify the vehicle parts that may potentially contaminate the environment, and store those parts off the ground (on pallets, etc.) to prevent contact with surface drainage. Defendants shall consider a temporary or permanent cover to prevent exposure to rainfall.

11. Engines Left In Vehicle. Engines not removed from vehicles when dismantled shall be covered by hoods, tarps, plastic sheets, or other material and have the fluids drained to prevent rainfall from coming in contact with the exposed engine and or mixing with the fluids of the engine and thus preventing spills.

12. Spent Cleaning Solvents. Defendants shall wash recycled parts on a contained or indoor impervious surface. Defendants shall properly label all solvent containers and store in a covered contained area, disposing of all spent solvents with an authorized processor, or EPA permitted transporter and treatment/disposal facility. Accurate and up-to-date records of solvent, wash water, and sludge processing and disposal shall be maintained at all times and in accordance with local and state regulations.

13. Preventive Maintenance. Defendants shall adhere to their written preventive maintenance program, and conduct periodic inspections of vehicles to identify repair needs and recognize pattern wear. Defendants shall maintain facility vehicles to prevent leaking fluids, parts

failure, and breakdown, and shall document all inspections and maintenance activities. Defendants shall provide proper training to employees who operate and maintain the vehicles.

14. Spill Kits. Spill kit(s) shall contain appropriate absorbents and/or containment devices to handle the type and amount of fluids that could be released. Defendants shall place the spill kit(s) wherever fluids are used or stored.

15. Erosion Control. Defendants shall establish and maintain effective erosion control in all pervious areas of the facility by using sand bags, crushed stone or gravel, catch basins, silt fences, hay bales and other approved methods to prevent sediment runoff from leaving the facility during any authorized or non authorized water discharges.

16. Scrap and Trash Containers. All scrap and trash containers shall be maintained in good structural condition (including non-leaking) staged either indoors or on paved surfaces, and covered at all times when not in use.

17. Storm Water Filter Systems. Defendants shall select appropriate filter systems or absorbents that can be maintained by facility employees, and that will effectively remove pollutants of concern. Defendants shall regularly inspect, maintain, clean, and replace the systems.

18. Employee Training. Defendants shall conduct employee training on storm water management and environmental practices at least once per year, and shall document the training sessions and the topics covered. All new employees shall be trained at the time of hire.

19. SWPPP Amendments/Additional BMPs. Within 30 days of the Court Approval Date, Defendants shall amend the SWPPP for the Facility and the Facility SWPPP site map to incorporate all requirements of the General Permit and this Consent Agreement.

20. Sampling Frequency. Defendants shall collect and analyze samples from four (4) storm events, as qualified in the General Permit[1] for sampling purposes, in the first Wet Season occurring during the term of this Consent Agreement (i.e., the 2013-2014 Wet Season). Defendants

[1] "Qualifying Storm Events" under the General Permit are those events in which (i) the samples taken are preceded by at least three (3) working days during which no storm water discharges from the Facility have occurred; (ii) the samples are collected within the first hour that flow is observed at the Discharge Point being sampled; and (iii) the samples are collected during daylight operating hours.

shall collect and analyze samples from four (4) storm events, as qualified in the General Permit for sampling purposes, in the second Wet Season occurring during the term of this Consent Agreement (i.e., the 2014-2015 Wet Season). The storm water sample results shall be compared with the values set forth in **Exhibit C**, attached hereto, and incorporated herein by reference. If the results of any such samples exceed the parameter values set forth in **Exhibit C**, Defendants shall comply with the "Action Memorandum" requirements set forth below.

21. Sampling Parameters. All storm water samples shall be analyzed for each of the constituents listed in **Exhibit C** by a laboratory accredited by the State of California. All storm water discharge samples collected from the Facility shall be delivered to the laboratory as soon as possible to ensure that sample "hold time" is not exceeded. Sampling results shall be provided to CSPA within fifteen (15) business days of Defendants' receipt of the laboratory report from each sampling event pursuant to the Notice provisions below.

22. "Action Memorandum" Trigger; CSPA Review Of "Action Memorandum"; Meet-and-Confer. If any sample taken during the two (2) Wet Seasons referenced in Paragraph 5 above exceeds the evaluation levels set forth in **Exhibit C**, or if Defendants fail to collect and analyze samples from four (4) storm events, as qualified in the General Permit, Defendants shall prepare a written statement discussing the exceedance(s) and /or failure to collect and analyze samples from four (4) qualified storm events, the possible cause and/or source of the exceedance(s), and additional measures that will be taken to reduce or eliminate future exceedances ("Action Memorandum"). The Action Memorandum shall be provided to CSPA not later than July 25 following the conclusion of each Wet Season pursuant to the Notice provisions below. The Parties agree that preparation and implementation of an Action Memorandum by Defendants shall not give rise to any presumption that Defendants have failed to comply with any obligations under the General Permit or the Clean Water Act. Recognizing that a SWPPP is an ongoing iterative process meant to encourage innovative BMPs, such additional measures may include, but are not limited to, further material improvements to the storm water collection and discharge system, changing the frequency of Facility sweeping, changing the type and extent of storm water filtration media or modifying other industrial activities or

management practices at the Facility. Within fifteen (15) days of receipt of an Action Memorandum, CSPA may provide comment on an Action Memorandum and suggest any additional pollution prevention measures it believes are appropriate; however, CSPA's failure to do so shall not be deemed to constitute agreement with the proposals set forth in the Action Memorandum. Upon request by CSPA, Defendants agree to meet and confer (at the Facility, if requested by Plaintiff) in good faith regarding the contents and sufficiency of the Action Memorandum. Additional measures identified by Defendants in an Action Memorandum, or identified as a result of the meet and confer process described above, will be implemented within sixty (60) days after the due date of the Action Memorandum, or the conclusion of the meet and confer process, unless a longer timeframe is identified by Defendants in an Action Memorandum as necessary to implement the measure, or agreed to by the Parties during the meet and confer process. Within thirty (30) days of implementation, the Facility SWPPP and/or site map shall be amended to include all additional BMP measures.

23. Inspections During The Term Of This Consent Agreement. Defendants shall permit representatives of CSPA to perform one (1) physical inspection of the Facility during normal business hours during the 2013-2014 Wet Season. Defendants shall permit representatives of CSPA to perform one (1) physical inspection of the Facility during normal business hours during the 2014-2015 Wet Season. Such inspections shall be performed by CSPA's counsel and consultant(s) and may include sampling, photographing, and/or videotaping as they relate to the General Permit or the Clean Water Act. CSPA shall provide Defendants with a copy of all sampling reports, photographs and/or video. CSPA shall provide at least three (5) business days advance notice of such physical inspection, except that Defendants shall have the right to deny access if circumstances would make the inspection unduly burdensome and pose significant interference with business operations of any party/attorney, or the safety of individuals. In such case, Defendants shall specify at least three (3) dates, if possible, within the two (2) weeks thereafter upon which a physical inspection by CSPA may proceed. Defendants shall not make any alterations to Facility conditions during the period between receiving CSPA's three (3) business days advance notice and the start of CSPA's inspection that Defendants would not otherwise have made but for receiving notice of CSPA's request to conduct a physical

inspection of the Facility, excepting any actions taken in compliance with any applicable laws or regulations. Nothing herein shall be construed to prevent Defendants from continuing to implement any BMPs identified in the SWPPP during the period prior to an inspection by CSPA or at any time.

24. Defendants' Communications To/From Regional and State Boards. During the term of this Consent Agreement, Defendants shall provide CSPA with copies of all documents submitted to or received from the Regional Board or the State Board concerning storm water discharges from the Facility, including, but not limited to, all documents and reports submitted to the Regional Board and/or State Board as required by the General Permit. Such documents and reports shall be provided to CSPA pursuant to the Notice provisions herein (at ¶ 29) within thirty (30) calendar days of their production or receipt by Defendants.

25. SWPPP Amendments. Defendants shall provide CSPA with a copy of any amendments to the Facility SWPPP made during the term of the Consent Agreement within thirty (30) calendar days of such amendment.

II. MITIGATION, COMPLIANCE MONITORING AND FEES AND COSTS

26. Mitigation Payment In Lieu Of Civil Penalties. As mitigation of the alleged violations the Clean Water Act set forth in CSPA's Complaint, Defendants agree to pay the sum of $14,000 to the Rose Foundation for Communities and the Environment ("Rose Foundation"). The funds shall be used by the Rose Foundation to fund grant awards to projects that benefit water quality in Churn Creek, the Sacramento River and/or the Sacramento-San Joaquin River Delta. Payment shall be remitted directly to the Rose Foundation (Rose Foundation, Attn: Tim Little, 1970 Broadway, Suite 600, Oakland, CA 94612) in two equal payments of $7,000, with the first payment due on January 31, 2014, and the second payment due on or before March 31, 2014.

27. Compliance Monitoring Funding. To defray CSPA's reasonable investigative, expert, consultant and attorneys' fees and costs associated with monitoring Defendants' compliance with this Consent Agreement, Defendants agree to contribute $2,000 for each of the two Wet Seasons (*i.e.*, 2013-2014 and 2014-2015) covered by this Consent Agreement ($4,000 total for the life of the Consent Agreement), to a compliance monitoring fund maintained by counsel for CSPA as described

below. Compliance monitoring activities may include, but shall not be limited to, site inspections, review of water quality sampling reports, review of annual reports, review, comment, and discussions with representatives of Defendants concerning the Action Memoranda referenced above, and potential changes to Facility pollution prevention measures, preparation for and participation in meet-and-confer sessions, water quality sampling and analysis, and compliance-related activities.

28. Attorneys' Fees And Costs. Defendants agree to reimburse CSPA in the amount of $14,000 to defray CSPA's reasonable investigative, expert, consultant and attorneys' fees and costs, and all other costs incurred as a result of investigating the activities at the Facility, bringing the Complaint and negotiating a resolution in the public interest. Such payment shall be made out to the "Law Offices of Andrew L. Packard Attorney-Client Trust Account" and sent to the Law Offices of Andrew L. Packard, 100 Petaluma Boulevard North, Suite 301, Petaluma, CA 94952 as set forth below.

29. Payment Schedule. Under Paragraphs 27 and 28 above, Defendants have agreed to remit a total of $18,000 to the "Law Offices of Andrew L. Packard Attorney-Client Trust Account." In light of Defendants' current financial condition, the parties have agreed to a payment plan, such that Defendants shall remit $3,000 on the first of each month, beginning on January 1, 2014 and continuing on the first of February, March, April, May, June 2014, for the total payment of $18,000 under Paragraphs 27 and 28 above. In the event that any payment owed by Defendants under this Consent Judgment is not remitted or post-marked on or before its due date, Defendants shall be deemed to be in default of their obligations under this Consent Judgment. CSPA shall provide written notice to Defendants of any default; if Defendants fail to remedy the default within two (2) business days of such notice, then (a) all future payments due hereunder shall become immediately due and payable, with the prevailing federal funds rate applying to all interest accruing on unpaid balances due hereunder, beginning on the due date of the funds in default.

III. DISPUTE RESOLUTION AND ENFORCEMENT OF CONSENT AGREEMENT

30. With the exception of the timelines set forth above for addressing exceedances of

values specified on **Exhibit C** and Action Memoranda, if a dispute under this Consent Agreement arises, or either Party believes that a breach of this Consent Decree has occurred, the Parties shall meet and confer within ten (10) calendar days of receiving written notification from the other Party of a request for a meeting to determine whether a violation has occurred and/or to develop a mutually agreed upon plan, including dates for further discussion or activities, to resolve the dispute. If the Parties fail to meet and confer, or the meet-and-confer does not resolve the issue, after at least seven (7) calendar days have passed after the meet-and-confer occurred or should have occurred, either Party shall be entitled to all rights and remedies under the law, including filing a motion with the District Court of California, Eastern District, which shall retain jurisdiction over the Action for the limited purposes of enforcement of the terms of this Consent Agreement. The Parties shall be entitled to seek fees and costs incurred in any such motion, and such fees and costs shall be awarded, pursuant to the provisions set forth in Section 505(d) of the Clean Water Act, 33 U.S.C. §1365(d), and applicable case law interpreting such provision.

IV. MUTUAL RELEASE OF LIABILITY, COVENANT NOT TO SUE AND DISMISSAL

31. Waiver and Release. As of the Court Approval Date, the Parties and their successors, assigns, directors, officers, agents, attorneys, representatives, and employees, hereby release all persons from any and all claims and demands of any kind, nature, or description, and from any and all liabilities, relief, damages, fees (including fees of attorneys, experts, and others), injuries, actions, or causes of action, either at law or in equity, whether known or unknown, arising from CSPA's allegations regarding Defendants' compliance with the General Permit and Clean Water Act including all claims for fees, costs, expenses, or any other sum incurred or claimed or which could have been claimed, up to and including the Court Approval Date, except as provided for in Section II of this Consent Agreement.

32. The Parties acknowledge that they are familiar with section 1542 of the California Civil Code, which provides:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if

known by him or her must have materially affected his or her settlement with the debtor.

While CSPA asserts that California Civil Code section 1542 applies to general releases only, and that the release in Paragraph 14 above is a limited release, the Parties nonetheless hereby waive and relinquish any rights or benefits they may have under California Civil Code section 1542 with respect to any other claims against each other arising from the allegations and claims as set forth in the CWA Notice Letter and/or the Complaint for any violations of the Clean Water Act occurring up to the Court Approval Date.

33. Covenant Not to Sue. From the Court Approval Date and ending on the termination date, CSPA agrees that neither CSPA, its officers, executive staff, members of its governing board nor any organization under the control of CSPA, its officers, executive staff, or members of its governing board, will file any lawsuit against Defendants seeking relief for alleged violation of the Clean Water Act or the General Permit or any revisions, amendments, or successors to the General Permit, arising out of Defendants' operation of the Facility, nor will CSPA support such lawsuits against the Defendants brought by other groups or individuals by providing financial assistance, personnel time, or any other affirmative actions.

34. Upon expiration of the Agency Review Period, the Parties shall file with the District Court a Stipulation and Order that shall provide that:

a. the Complaint and all claims therein shall be dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2); and

b. the Court shall retain and have jurisdiction over the Parties with respect to disputes arising under this Consent Agreement. Nothing in this Consent Agreement shall be construed as a waiver of any Party's right to appeal from an order that arises from an action to enforce the terms of this Consent Agreement.

V. MISCELLANEOUS PROVISIONS

35. No Admission. The Parties enter into this Consent Agreement for the purpose of avoiding prolonged and costly litigation. Nothing in this Consent Agreement shall be construed as, and Defendants expressly do not intend to imply, an admission as to any fact, finding, issue of law, or

violation of law, nor shall compliance with this Consent Agreement constitute or be construed as an admission by Defendants of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph shall not diminish or otherwise affect the obligation, responsibilities, and duties of the Parties under this Consent Agreement. With regard to Commitment of the Defendants ¶¶1 – 19, Defendants desire it to be stated herein that the language as written is similar and of the same general content, as the guidelines set forth in the State of California Auto Dismantlers Association Partners in the Solution manual. (See attached **Exhibit D**.) Defendants allege that this manual has been the primary guide followed by the Defendants since they began operating the Facility in the third quarter of 2011.

36. Termination Date. This Consent Agreement shall terminate on September 30, 2015.

37. Counterparts. The Consent Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this Consent Agreement shall be valid as an original.

38. Severability. In the event that any one of the provisions of this Consent Agreement is held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

39. Construction. The language in all parts of this Consent Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning.

40. Choice of Law. This Consent Agreement shall be governed by the laws of the United States, and where applicable, the laws of the State of California.

41. Authority. The undersigned representatives of CSPA and Defendants are authorized to execute this Consent Agreement on behalf of the Party or Parties whom he represents.

42. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties concerning the subject matter of this Consent Agreement are contained herein. This Consent Agreement and its attachments are made for the sole benefit of the Parties, and no other person or entity shall have any rights or remedies under or by reason of this Consent Agreement unless otherwise expressly provided for therein.

43. Assignment. Subject only to the express restrictions contained in this Consent Agreement, all of the rights, duties, and obligations contained in this Agreement shall inure to the benefit of and be binding upon the Parties, and their successors and assigns.

44. Notices. Any notices or documents required or provided for by this Consent Agreement or related thereto that are to be provided to CSPA pursuant to this Consent Agreement shall be hand-delivered or sent by U.S. Mail, postage prepaid, and addressed as follows or, in the alternative, shall be sent by electronic mail transmission to the email addresses listed below:

Bill Jennings, Executive Director
California Sportfishing Protection Alliance
3536 Rainier Avenue
Stockton, CA 95204
E-mail: DeltaKeep@aol.com

With copies sent to:

Andrew L. Packard
Law Offices of Andrew L. Packard
100 Petaluma Boulevard North, Suite 301
Petaluma, CA 94952
Tel: (707) 763-7227
E-mail: Andrew@packardlawoffices.com

Any notices or documents required or provided for by this Consent Agreement or related thereto that are to be provided to Defendants pursuant to this Consent Agreement shall be sent by U.S. Mail, postage prepaid, and addressed as follows or, in the alternative, shall be sent by electronic mail transmission to the email addresses listed below:

Kenneth W. Hoffman
10044 Old Oregon Trail
Redding, CA 96003
Tel: (530)223-3481
Fax: (530)223-3281
E-mail: khoffman426@gmail.com

Each Party shall promptly notify the other of any change in the above-listed contact information.

45. Electronic or Facsimile Signatures. Telecopy, .pdf, and/or facsimile copies of original signatures shall be deemed to be originally executed.

46. Force Majeure. No Party shall be considered to be in default in the performance of

any of its obligations when a failure to perform is due to a "Force Majeure." A Force Majeure event is any circumstances beyond the Party's control, including, without limitation, any act of God, war, fire, earthquake, flood, and restraint by court order or public authority. A Force Majeure event does not include normal inclement weather, such as anything less than or equal to a 100 year/24-hour storm event, or inability to pay. Any Party seeking to rely upon this paragraph shall have the burden of establishing that it could not reasonably have been expected to avoid, and which by exercise of due diligence has been unable to overcome, the Force Majeure.

47. Court Approval. If for any reason the Court should decline to approve this Consent Agreement in the form presented, the Parties shall use their best efforts to work together to modify the Consent Agreement within thirty (30) calendar days so that it is acceptable to the Court. If the Parties are unable to modify this Consent Agreement in a mutually acceptable manner, this Consent Agreement shall become null and void.

48. Negotiated Agreement. This Consent Agreement shall be deemed to have been drafted equally by the Parties, and shall not be interpreted for or against any Party on the ground that any such party drafted it.

49. Full Settlement. This Consent Agreement constitutes a full and final settlement of this matter. The Parties expressly understand and agree that each Party has freely and voluntarily entered into this Consent Agreement with and upon advice of counsel.

50. Integration Clause. This Consent Agreement and the attachments contain all of the final terms and conditions agreed upon by the Parties relating to the matters covered by the Consent Agreement, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications of the Parties, whether oral or written, respecting the matters covered by this Consent Agreement.

51. Modification. This Consent Agreement may be amended or modified only by a writing signed by the Parties or their authorized representatives, and then by order of the Court.

52. Cure. Except in case of an emergency but subject to the regulatory authority of any applicable governmental authority, any breach of or default under this Consent Agreement capable of

has completed such cure or, if the breach or default can be cured but is not capable of being cured within such five (5) business day period, has commenced and is diligently pursuing to completion such cure.

The Parties hereto enter into this Consent Agreement and respectfully submit it to the Court for its approval and entry as an Order and Final Judgment.

Dated: 13 November 2013 California Sportfishing Protection Alliance

By: _____
Bill Jennings, Executive Director

Dated: _____ Windsor Industries and Kenneth Hoffman

By: _____
Kenneth Hoffman

has completed such cure or, if the breach or default can be cured but is not capable of being cured within such five (5) business day period, has commenced and is diligently pursuing to completion such cure.

The Parties hereto enter into this Consent Agreement and respectfully submit it to the Court for its approval and entry as an Order and Final Judgment.

Dated: _____ California Sportfishing Protection Alliance

By: _____
Bill Jennings, Executive Director

Dated: 11/12/13 Windsor Industries and Kenneth Hoffman

By: _____
Kenneth Hoffman

EXHIBIT A – Facility Site Map

Facility ID#45-000-00__

Facility Site Plan/Storage Map

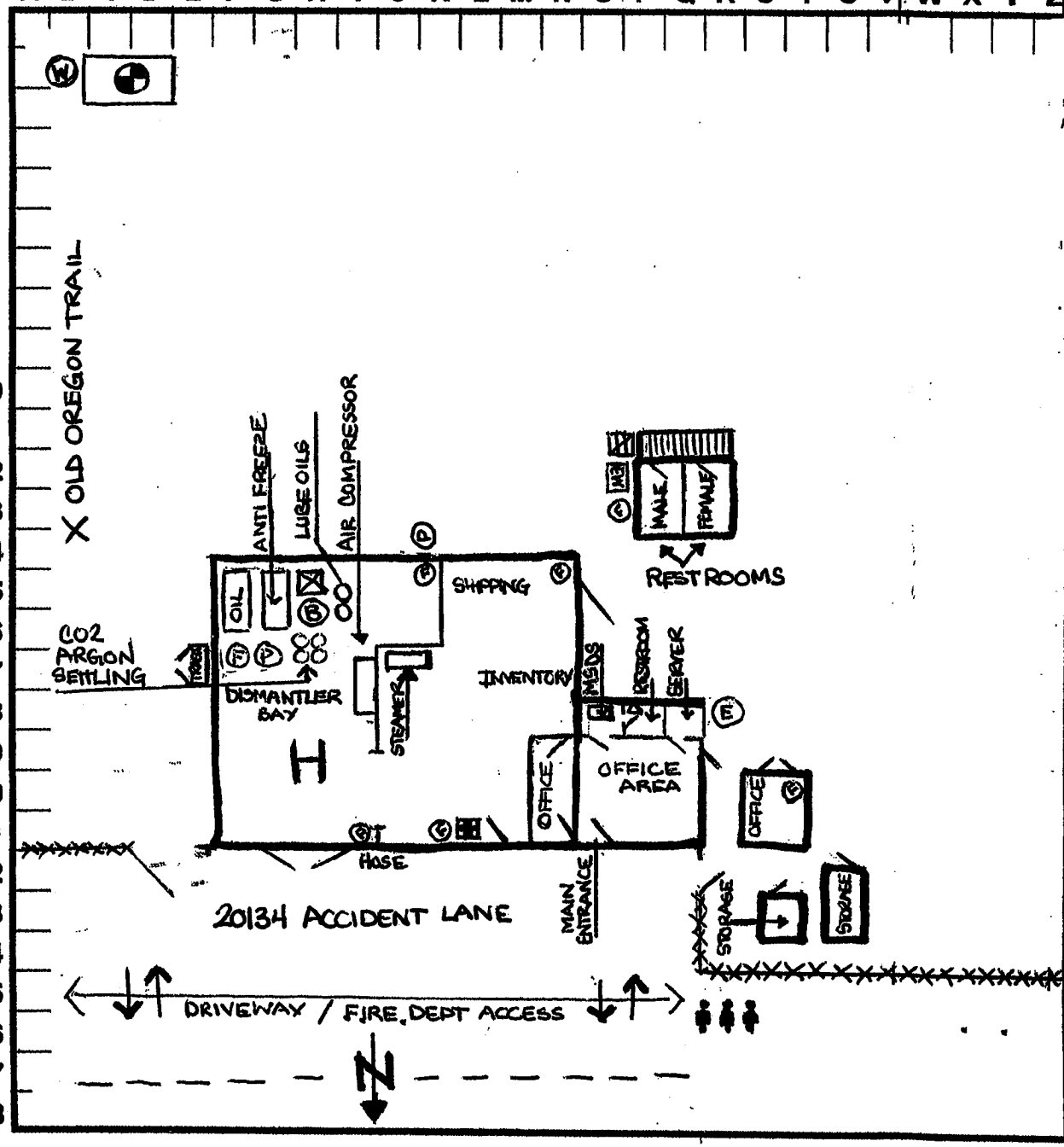
(separate maps may be needed for appropriate level of detail)

Site Name: Auto Parts

Address: 20134 Accident Ln.

IN CASE OF EMERGENCY CALL 911

- (B) Batteries
- Door
- Overhead Rollup Door
- Exterior Wall
- Interior Wall
- Driveway/Fire Dept. Access
- (E) Utility-Electric Main
- (G) Utility-Gas Main
- (W) Utility-Water Main
- (es) Emergency Shutoff
- E → Emergency Exit
- Evacuation
- EW Eye Wash
- Fence
- Fire Dept. Connection
- (FH) Fire Hose
- (H) Fire Hydrant
- (F) Fire Extinguisher
- (ss) Sprinkler System Valve
- Absorbent
- Hoist
- MSDS Material Safety Data Sheet
- Medical/First aid Kit
- PPE Personal Protective Equipment
- (PT) Pressurized Tank
- Railroad Tracks
- Sewer Drain
- Storm Drain
- Shower/ Eye Wash
- Stairs
- Aboveground Storage Tank (with capacity)
- Underground Storage Tank (with capacity)
- (P) Propane Tank
- Air Compressor — Air Compressor
- North Arrow
- High Voltage — High Voltage Box
- Building/ Roof Support Post
- TRASH Trash



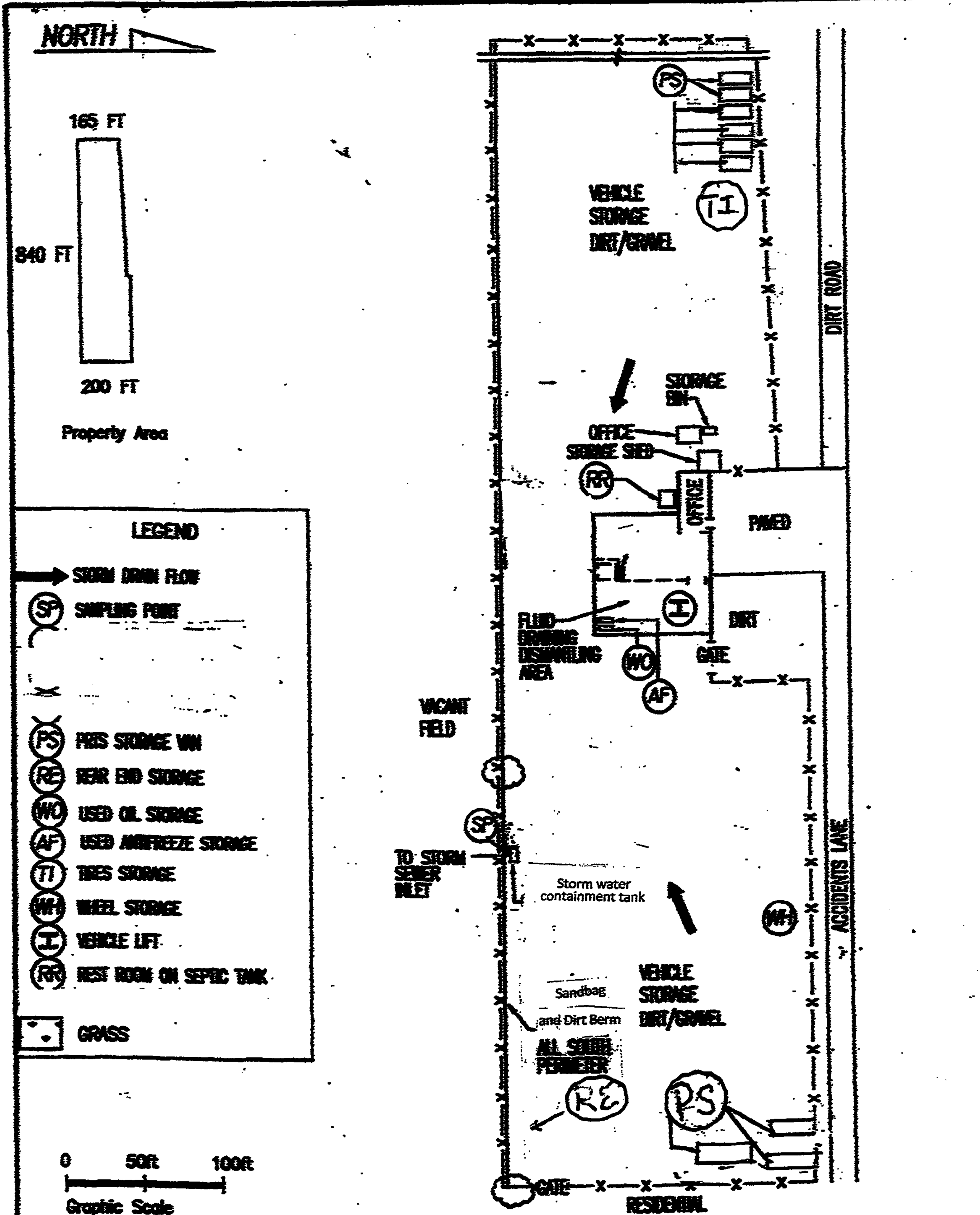
Emergency Coordinators:

Name: Neva Davis

Phone#: 410.3366

Name: Charles Thomas

Phone#: 410.3362



NEST Environmental Services [illegible]	AUTO PARTS Redding, CA-Shasta Couny
DRAWN: Vlad Zarici	CHECKED: Don Reh	STORM WATER SITE MAP
ACADFILE: autoparts.dwg	DATE: 01.26.12	

EXHIBIT B – CWA Notice of Violation

November 29, 2012

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Kenneth Wayne Hoffman, Operations Manager
Charles "Chuck" Thomas, Facility Manager
Windsor Industries, dba, Viking Auto Parts
6229 Eastside Road
Redding, CA 96001

Justin Hoffman, Agent for Service of Process
Windsor Industries, dba, Viking Auto Parts
8196 Wagon Trail
Shingletown, CA 96088

Re: Notice of Violations and Intent to File Suit Under the Federal Water Pollution Control Act

Dear Messrs. Hoffman and Thomas:

I am writing on behalf of the California Sportfishing Protection Alliance ("CSPA") in regard to violations of the Clean Water Act ("the Act") occurring at the Windsor Industries facility doing business as Viking Auto Parts ("Viking"), located at 20134 Accident Lane in Redding, California ("the Facility"). The WDID identification number for the Facility is 5R45I023361. CSPA is a non-profit public benefit corporation dedicated to the preservation, protection and defense of the environment, wildlife and natural resources of Churn Creek, Clover Creek, the Sacramento River, the Sacramento-San Joaquin River Delta and other California waters. This letter is being sent to you as the responsible owner, officer, or operator of the Facility. Unless otherwise noted, Windsor Industries, Kenneth Wayne Hoffman and Charles "Chuck" Thomas shall hereinafter be collectively referred to as Viking.

This letter addresses Viking's unlawful discharges of pollutants from the Facility to Churn Creek, Clover Creek, the Sacramento River and the Sacramento-San Joaquin Delta. This letter addresses the ongoing violations of the substantive and procedural requirements of the Clean Water Act and National Pollutant Discharge Elimination

System ("NPDES") General Permit No. CAS000001, State Water Resources Control Board Water Quality Order No. 91-13-DWQ, as amended by Order No. 97-03-DWQ ("General Permit" or "General Industrial Storm Water Permit").

Section 505(b) of the Clean Water Act provides that sixty (60) days prior to the initiation of a civil action under Section 505(a) of the Act (33 U.S.C. § 1365(a)), a citizen must give notice of intent to file suit. Notice must be given to the alleged violator, the U.S. Environmental Protection Agency ("the EPA"), and the State in which the violations occur.

As required by the Clean Water Act, this Notice of Violation and Intent to File Suit provides notice of the violations that have occurred, and continue to occur, at the Facility. Consequently, Windsor Industries, Kenneth Wayne Hoffman and Charles "Chuck" Thomas are hereby placed on formal notice by CSPA that, after the expiration of sixty (60) days from the date of this Notice of Violation and Intent to File Suit, CSPA intends to file suit in federal court against Windsor Industries, Kenneth Wayne Hoffman and Charles "Chuck" Thomas under Section 505(a) of the Clean Water Act (33 U.S.C. § 1365(a)), for violations of the Clean Water Act and the General Permit. These violations are described more fully below.

I. Background.

Viking owns and operates an automobile salvage facility located in Redding, California. The Facility falls under Standard Industrial Classification ("SIC") Code 5015 ("Automobile Salvage Yards"). The Facility is used to receive, store, handle, dismantle and recycle decommissioned vehicles and automotive parts.

Viking discharges storm water from its approximately 4-acre Facility through at least one discharge point into the City of Redding's storm water drainage system, which discharges storm water from the Facility into Churn Creek and/or Clover Creek, both of which ultimately flow into the Sacramento River and the Sacramento-San Joaquin River Delta ("the Delta"). The Delta and its tributaries are waters of the United States within the meaning of the Clean Water Act.

The Central Valley Regional Water Quality Control Board (the "Regional Board" or "Board") has established water quality standards for the Sacramento River and the Delta in the "Water Quality Control Plan for the Sacramento River and San Joaquin River Basins," generally referred to as the Basin Plan. The Basin Plan includes a narrative toxicity standard which states that "[a]ll waters shall be maintained free of toxic substances in concentrations that produce detrimental physiological responses in human, plant, animal, or aquatic life." For the Delta, the Basin Plan establishes standards for several metals, including (at a hardness of 40 mg/L): arsenic – 0.01 mg/L; copper – 0.01 mg/L; iron – 0.3 mg/L; and zinc – 0.1 mg/L. *Id*. at III-3.00, Table IIII-1. The Basin Plan states that "[a]t a minimum, water designated for use as domestic or municipal supply (MUN) shall not contain lead in excess of 0.015 mg/L." *Id*. at III-3.00. The Basin Plan

also provides that "[t]he pH shall not be depressed below 6.5 nor raised above 8.5." *Id*. at III-6.00. The Basin Plan also prohibits the discharges of oil and grease, stating that "[w]aters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses." *Id*. at III-5.00.

The Basin Plan also provides that "[a]t a minimum, water designated for use as domestic or municipal supply (MUN) shall not contain concentrations of chemical constituents in excess of the maximum contaminant levels (MCLs)." *Id*. at III-3.0. The EPA has issued a recommended water quality criterion for aluminum for freshwater aquatic life protection of 0.087 mg/L. EPA has established a secondary MCL, consumer acceptance limit for aluminum of 0.05 mg/L to 0.2 mg/L. EPA has established a secondary MCL, consumer acceptance limit for zinc of 5.0 mg/L. EPA has established a primary MCL, consumer acceptance limit for the following: chromium – 0.1 mg/L; copper – 1.3 mg/L; and lead – 0.0 (zero) mg/L. *See* http://www.epa.gov/safewater/mcl.html. The California Department of Health Services has also established the following MCL, consumer acceptance levels: aluminum – 1 mg/L (primary) and 0.2 mg/L (secondary); chromium – 0.5 mg/L (primary); copper – 1.0 mg/L (secondary); iron – 0.3 mg/L; and zinc – 5.0 mg/L. *See* California Code of Regulations, title 22, §§ 64431, 64449.

EPA has also issued numeric receiving water limits for certain toxic pollutants in California surface waters, commonly known as the California Toxics Rule ("CTR"). 40 CFR § 131**.**38**.** The CTR establishes the following numeric limits for freshwater surface waters: arsenic – 0.34 mg/L (maximum concentration) and 0.150 mg/L (continuous concentration); chromium (III) – 0.550 mg/L (maximum concentration) and 0.180 mg/L (continuous concentration); copper – 0.013 mg/L (maximum concentration) and 0.009 mg/L (continuous concentration); lead – 0.065 mg/L (maximum concentration) and 0.0025 mg/L (continuous concentration).

The Regional Board has also identified waters of the Delta as failing to meet water quality standards for unknown toxicity, electrical conductivity, numerous pesticides and mercury. *See* http://www.swrcb.ca.gov/tmdl/docs/2002reg5303dlist.pdf. Discharges of listed pollutants into an impaired surface water may be deemed a "contribution" to the exceedance of CTR, a water quality standard, and may indicate a failure on the part of a discharger to implement adequate storm water pollution control measures. *See Waterkeepers Northern Cal. v. Ag Indus. Mfg., Inc.*, 375 F.3d 913, 918 (9th Cir. 2004); *see also Waterkeepers Northern Cal. v. Ag Indus. Mfg., Inc.*, 2005 WL 2001037 at *3, 5 (E.D. Cal., Aug. 19, 2005) (finding that a discharger covered by the General Industrial Storm Water Permit was "subject to effluent limitation as to certain pollutants, including zinc, lead, copper, aluminum and lead" under the CTR).

The General Permit incorporates benchmark levels established by EPA as guidelines for determining whether a facility discharging industrial storm water has implemented the requisite best available technology economically achievable ("BAT")

and best conventional pollutant control technology ("BCT"). The following benchmarks have been established for pollutants discharged by Viking: aluminum - 0.75 mg/L; copper - 0.0636 mg/L; iron - 1.0 mg/L; lead - 0.0816 mg/L; oil and grease – 15 mg/L; total suspended solids – 100.0 mg/L; and, zinc - 0.117 mg/L. The State Water Quality Control Board has also proposed adding a benchmark level for specific conductance of 200 µmhos/cm. Additional EPA benchmark levels have been established for other parameters that CSPA believes are being discharged from the Facility, including but not limited to, cadmium – 0.0159 mg/L; mercury – 0.0024 mg/L; nickel - 1.417 mg/L; and, silver – 0.0318 mg/L.

II. Viking Is Violating the Act by Discharging Pollutants From the Facility to Waters of the United States.

Under the Act, it is unlawful to discharge pollutants from a "point source" to navigable waters without obtaining and complying with a permit governing the quantity and quality of discharges. *Trustees for Alaska v. EPA*, 749 F.2d 549, 553 (9th Cir. 1984). Section 301(a) of the Clean Water Act prohibits "the discharge of any pollutants by any person . . ." except as in compliance with, among other sections of the Act, Section 402, the NPDES permitting requirements. 33 U.S.C. § 1311(a). The duty to apply for a permit extends to "[a]ny person who discharges or proposes to discharge pollutants. . . ." 40 C.F.R. § 122.30(a).

The term "discharge of pollutants" means "any addition of any pollutant to navigable waters from any point source." 33 U.S.C. § 1362(12). Pollutants are defined to include, among other examples, a variety of metals, chemical wastes, biological materials, heat, rock, and sand discharged into water. 33 U.S.C. § 1362(6). A point source is defined as "any discernable, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, [or] conduit . . . from which pollutants are or may be discharged." 33 U.S.C. § 1362(14). An industrial facility that discharges pollutants into a navigable water is subject to regulation as a "point source" under the Clean Water Act. *Comm. to Save Mokelumne River v. East Bay Mun. Util. Dist.*, 13 F.3d 305, 308 (9th Cir. 1993). "Navigable waters" means "the waters of the United States." 33 U.S.C. § 1362(7). Navigable waters under the Act include man-made waterbodies and any tributaries or waters adjacent to other waters of the United States. *See Headwaters, Inc. v Talent Irrigation Dist.*, 243 F.3d 526, 533 (9th Cir. 2001).

The Sacramento River and the Delta and its tributaries are waters of the United States. Accordingly, Viking's discharges of storm water containing pollutants from the Facility are discharges to waters of the United States.

CSPA is informed and believes, and thereupon alleges, that Viking has discharged and is discharging pollutants from the Facility to waters of the United States every day that there has been or will be any measurable flow of water from the Facility since September 15, 2011. Each discharge on each separate day is a separate violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a). These unlawful discharges are ongoing.

Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the federal Clean Water Act, Viking is subject to penalties for violations of the Act since September 15, 2011.

III. Pollutant Discharges in Violation of the NPDES Permit.

Viking has violated and continues to violate the terms and conditions of the General Permit. Section 402(p) of the Act prohibits the discharge of storm water associated with industrial activities, except as permitted under an NPDES permit such as the General Permit. 33 U.S.C. § 1342. The General Permit prohibits any discharges of storm water associated with industrial activities that have not been subjected to BAT or BCT. Effluent Limitation B(3) of the General Permit requires dischargers to reduce or prevent pollutants in their storm water discharges through implementation of BAT for toxic and nonconventional pollutants and BCT for conventional pollutants. BAT and BCT include both nonstructural and structural measures. General Permit, Section A(8). Conventional pollutants are TSS, O&G, pH, biochemical oxygen demand ("BOD"), and fecal coliform. 40 C.F.R. § 401.16. All other pollutants are either toxic or nonconventional. *Id.*; 40 C.F.R. § 401.15.

Further, Discharge Prohibition A(1) of the General Permit provides: "Except as allowed in Special Conditions (D.1.) of this General Permit, materials other than storm water (non-storm water discharges) that discharge either directly or indirectly to waters of the United States are prohibited. Prohibited non-storm water discharges must be either eliminated or permitted by a separate NPDES permit." Special Conditions D(1) of the General Permit sets forth the conditions that must be met for any discharge of non-storm water to constitute an authorized non-storm water discharge.

Receiving Water Limitation C(1) of the General Permit prohibits storm water discharges and authorized non-storm water discharges to surface or groundwater that adversely impact human health or the environment. Receiving Water Limitation C(2) of the General Permit also prohibits storm water discharges and authorized non-storm water discharges that cause or contribute to an exceedance of any applicable water quality standards contained in a Statewide Water Quality Control Plan or the applicable Regional Board's Basin Plan.

Based on its review of available public documents, CSPA is informed and believes: (1) that Viking continues to discharge pollutants in excess of benchmarks; and, (2) that Viking has failed to implement BMPs adequate to bring its discharge of these and other pollutants in compliance with the General Permit. Viking's ongoing violations are discussed further below.

A. Viking Has Discharged Storm Water Containing Pollutants in Violation of the Permit.

Viking has discharged and continues to discharge storm water with unacceptable levels of pH, Zinc (Zn) and Specific Conductance (SC) in violation of the General Permit. These high pollutant levels have been documented during significant rain events, including the rain events indicated in the table of rain data attached hereto as Attachment A. Viking's Annual Report and the results of laboratory analysis of storm water discharge attached thereto confirm discharges of materials other than storm water and specific pollutants in violation of the Permit provisions listed above. Self-monitoring reports under the Permit are deemed "conclusive evidence of an exceedance of a permit limitation." *Sierra Club v. Union Oil*, 813 F.2d 1480, 1493 (9th Cir. 1988).

The following discharges of pollutants from the Facility have violated Discharge Prohibitions A(1) and A(2) and Receiving Water Limitations C(1) and C(2) of the General Industrial Storm Water Permit:

1. Discharge of Storm Water Containing pH in Excess of Applicable EPA Benchmark Value.

Date	Parameter	pH of Analyzed Storm Water Discharge Sample	Benchmark Value
10/05/2011	pH	10.33 s.u.	6.0 - 9.0 s.u.

2. Discharge of Storm Water Containing Zinc (Zn) at Concentration in Excess of Applicable EPA Benchmark Value.

Date	Parameter	Concentration in Discharge	Benchmark Value
10/05/2011	Fe	0.85 mg/L	0.117 mg/L

3. Discharge of Storm Water Containing Specific Conductance (SC) at Concentration in Excess of Proposed EPA Benchmark Value.

Date	Parameter	Concentration in Discharge	Proposed Benchmark Value
10/05/2011	SC	261 µmhos/cm	200 µmhos/cm

CSPA's investigation, including its review of Viking's analytical results documenting pollutant levels in the Facility's storm water discharges well in excess of EPA's benchmark values and the State Board's proposed benchmark for specific conductivity, indicates that Viking has not implemented BAT and BCT at the Facility for its discharges of pH, Zinc (Zn) and Specific Conductance (SC) and other unmonitored

pollutants (e.g., iron and aluminum), in violation of Effluent Limitation B(3) of the General Permit. Viking was required to have implemented BAT and BCT by no later than October 1, 1992 or the start of its operations. Thus, Viking is discharging polluted storm water associated with its industrial operations without having implemented BAT and BCT.

CSPA is informed and believes that Viking has known that its storm water contains pollutants at levels exceeding EPA Benchmarks and other water quality criteria since at least September 15, 2011. CSPA alleges that such violations also have occurred and will occur on other rain dates, including during every single significant rain event that has occurred since September 15, 2011, and that will occur at the Facility subsequent to the date of this Notice of Violation and Intent to File Suit. Attachment A, attached hereto, sets forth each of the specific rain dates on which CSPA alleges that Viking has discharged storm water containing impermissible levels of pH, Zinc (Zn) and Specific Conductance (SC) and other unmonitored pollutants (e.g., Aluminum, Iron, Cadmium, Copper, Mercury, Nickel) in violation of Discharge Prohibitions A(1) and A(2) and Receiving Water Limitations C(1) and C(2) of the General Permit.

These unlawful discharges from the Facility are ongoing. Each discharge of storm water containing any pollutants from the Facility without the implementation of BAT/BCT constitutes a separate violation of the General Permit and the Act. Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the federal Clean Water Act, Viking is subject to penalties for violations of the General Permit and the Act since September 15, 2011.

B. Viking Has Failed to Implement an Adequate Monitoring & Reporting Plan.

Section B of the General Industrial Storm Water Permit requires that dischargers develop and implement an adequate Monitoring and Reporting Plan by no later than October 1, 1992 or the start of operations. Sections B(3), B(4) and B(7) require that dischargers conduct regularly scheduled visual observations of non-storm water and storm water discharges from the Facility and to record and report such observations to the Regional Board. Section B(5)(a) of the General Permit requires that dischargers "shall collect storm water samples during the first hour of discharge from (1) the first storm event of the wet season, and (2) at least one other storm event in the wet season. All storm water discharge locations shall be sampled." Section B(5)(c)(i) further requires that the samples shall be analyzed for total suspended solids, pH, specific conductance, and total organic carbon. Oil and grease may be substituted for total organic carbon. Section B(5)(c)(ii) of the General Permit further requires dischargers to analyze samples for all "[t]oxic chemicals and other pollutants that are likely to be present in storm water discharges in significant quantities." Section B(10) of the General Permit provides that "facility operators shall explain how the facility's monitoring program will satisfy the monitoring program objectives of [General Permit] Section B.2."

Based on its investigation, CSPA is informed and believes that Viking has failed to develop and implement an adequate Monitoring & Reporting Plan. First, based on its review of publicly available documents, CSPA is informed and believes that Viking has failed to collect storm water samples during even one qualifying storm event (as defined by the General Permit[1]) during the 2011-2012 Wet Season (i.e., Oct. 1, 2011 through May 30, 2012). Second, based on its review of publicly available documents, CSPA is informed and believes that Viking failed to conduct the monthly visual monitoring of storm water discharges required under the General Permit in full compliance with the General Permit during the 2011-2012 Wet Season. Third, based on its review of publicly available documents, CSPA is informed and believes that Viking has failed to collect samples of the storm water discharged from each of the Facility's storm water discharge points during during the 2011-2012 Wet Season. Each of these failures constitutes a separate and ongoing violation of the General Permit and the Act. Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the federal Clean Water Act, Viking is subject to penalties for violations of the General Industrial Storm Water Permit and the Act since September 15, 2011. These violations are set forth in greater detail below:

[1] The General Permit defines a qualifying storm event as one that causes storm water to discharge from a facility during scheduled facility operating hours and that was preceded by at least three working days without storm water discharge. General Permit, Section B(5)(b).

1. Viking Failed to Collect Samples of Storm Water Discharges During Any Qualifying Storm Events in the 2011-2012 Wet Season.

Section B(5) of the General Industrial Storm Water Permit requires facility operators to collect storm water samples from "[a]ll storm water discharge locations" during at least two qualifying storm events each wet season. General Permit § B(5)(a). Based on its review of publicly available documents, CSPA is informed and believes that Viking failed to collect storm water discharge samples during any qualifying rain events at the Facility during the 2011-2012 Wet Season, as required by the General Permit and the NEST Group Monitoring Plan of which Viking is a member. For example, publicly available precipitation data demonstrates that it rained enough on the Facility the day prior to the date that Viking collected samples of storm water discharge that storm water likely discharged from the Facility thereby rendering the storm sampled a non-qualifying event. This failure to adequately monitor storm water discharges constitutes separate and ongoing violations of the General Permit and the Act.

Viking's failure to conduct this required sampling extends back to at least September 15, 2011. Viking's failure to conduct this required sampling has caused and continues to cause multiple, separate and ongoing violations of the General Permit and the Act.

2. Viking Has Failed to Conduct the Monthly Wet Season Observations of Storm Water Discharges Required by the General Permit.

The General Permit requires dischargers to "visually observe storm water discharges from one storm event per month during the wet season (October 1 – May 30)." General Permit, Section B(4)(a). Section B(15)(h) requires that "(a)ll participants in an approved GMP that have not been selected to sample in a particular wet season are required to comply with all other monitoring program and reporting requirements of this Section." Even if a facility is not required to sample a storm event discharge during the wet season, it is still required to make monthly visual observations. While the Annual Report filed by Viking suggests that Facility personnel conducted the required monthly visual observation of storm water discharges that occurred during qualifying storm events, upon closer scrutiny of publicly available precipitation data it appears that Viking has failed to conduct the required visual observations during qualifying storm events. Accordingly, CSPA is informed and believes that Viking has failed to properly conduct the monthly Wet Season visual monitoring of storm water discharges required under the General Permit.

Viking's failure to conduct this required monthly Wet Season visual monitoring extends back to at least September 15, 2011. Viking's failure to conduct this required monthly Wet Season visual monitoring has caused and continues to cause multiple, separate and ongoing violations of the General Permit and the Act.

3. Viking Failed to Collect Storm Water Samples From Each Discharge Point During Any Qualiyfing Rain Event in the 2011-2012 Wet Season.

Section B(5) of the General Industrial Storm Water Permit requires facility operators to collect storm water samples from "[a]ll storm water discharge locations" during at least two qualifying storm events each wet season. General Permit § B(5)(a). Based on its review of publicly available documents, CSPA is informed and believes that Viking failed to collect storm water samples from all discharge points during a qualifying storm event at the Facility during the 2011-2012 Wet Season, as required by the General Permit and the NEST Group Monitoring Plan of which Viking is a member. While in its 2011-2012 Annual Report Viking reported that the Facility has only one storm water discharge point, based on its investigation, CSPA is informed and believes that storm water discharges from the Facility at points other than the one sampling/discharge point currently designated by Viking.

Viking's failure to conduct this required sampling extends back to at least September 15, 2011. Viking's failure to conduct this required sampling has caused and continues to cause multiple, separate and ongoing violations of the General Permit and the Act.

4. Viking Failed to Analyze Samples of Storm Water Discharge for the Presence and Concentration of All Pollutant Parameters Required Under the General Permit.

Section B(15) of the General Permit governs group monitoring plans. Section B(15)(f) requires that all "[s]ampling and analysis shall be conducted in accordance with the applicable requirements of this Section." Section B(5)(c)(ii) requires that facility operators analyze collected samples of storm water discharges for the presence and concentration of "[t]oxic chemicals and other pollutants that are likely to be present in storm water discharges in significant quantities." Additionally, Section B(5)(c)(iii) requires that facility operators analyze collected samples of storm water discharges for the presence and concentration of "parameters as listed in Table D (located at the end of this Section)." As discussed above, the Facility falls within SIC Code 5015. Under Table D, facilities falling under SIC Code 5015 are required to analyze their samples of storm water discharges for the presence and concentration of, among other things, iron and aluminum. Viking failed to analyze the storm water discharge sample it collected during the 2011-2012 Wet Season for the presence and concentration of aluminum and iron. Viking's failure to conduct this required analysis extends back to at least September 15, 2011. Viking's failure to conduct this required analysis has caused and continues to cause multiple, separate and ongoing violations of the General Permit and the Act.

5. Viking Is Subject to Penalties for Its Failure to Implement an Adequate Monitoring & Reporting Plan Since September 15, 2011.

CSPA is informed and believes that publicly available documents demonstrate Viking's consistent and ongoing failure to implement an adequate Storm Water Monitoring & Reporting Plan in violation of Section B of the General Permit. Viking's above-described failures to sample qualifying storm events or report monthly visual observations of storm water discharges occurring during qualifying storm events are not Viking's only violations of the General Permit's monitoring and reporting requirements, they are merely examples of some of Viking's violations of the General Permit. Accordingly, consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the federal Clean Water Act, Viking is subject to penalties for these violations of the General Permit and the Act since September 15, 2011.

C. Viking Has Failed to Implement BAT and BCT.

Effluent Limitation B(3) of the General Permit requires dischargers to reduce or prevent pollutants in their storm water discharges through implementation of BAT for toxic and nonconventional pollutants and BCT for conventional pollutants. BAT and BCT include both nonstructural and structural measures. General Permit, Section A(8). CSPA's investigation indicates that Viking has not implemented BAT and BCT at the Facility for its discharges of pH, Zinc (Zn) and Specific Conductance (SC) and other unmonitored pollutants (e.g., Aluminum (Al), Iron (Fe)) in violation of Effluent Limitation B(3) of the General Permit.

To meet the BAT/BCT requirement of the General Permit, Viking must evaluate all pollutant sources at the Facility and implement the best structural and non-structural management practices economically achievable to reduce or prevent the discharge of pollutants from the Facility. Based on the limited information available regarding the internal structure of the Facility, CSPA believes that at a minimum Viking must improve its housekeeping practices, store materials that act as pollutant sources under cover or in contained areas, treat storm water to reduce pollutants before discharge (e.g., with filters or treatment boxes), and/or prevent storm water discharge altogether. Viking has failed to adequately implement such measures.

Viking was required to have implemented BAT and BCT by no later than October 1, 1992. Therefore, Viking has been in continuous violation of the BAT and BCT requirements every day since October 1, 1992, and will continue to be in violation every day that it fails to implement BAT and BCT. Viking is subject to penalties for violations of the General Permit and the Act occurring since September 15, 2011.

D. Viking Has Failed to Develop and Implement an Adequate Storm Water Pollution Prevention Plan.

Section A(1) and Provision E(2) of the General Permit require dischargers of storm water associated with industrial activity to develop, implement, and update an adequate storm water pollution prevention plan ("SWPPP") no later than October 1, 1992. Section A(1) and Provision E(2) requires dischargers who submitted an NOI pursuant to Water Quality Order No. 97-03-DWQ to continue following their existing SWPPP and implement any necessary revisions to their SWPPP in a timely manner, but in any case, no later than August 9, 1997.

The SWPPP must, among other requirements, identify and evaluate sources of pollutants associated with industrial activities that may affect the quality of storm and non-storm water discharges from the facility and identify and implement site-specific best management practices ("BMPs") to reduce or prevent pollutants associated with industrial activities in storm water and authorized non-storm water discharges (General Permit, Section A(2)). The SWPPP must also include BMPs that achieve BAT and BCT (Effluent Limitation B(3)). The SWPPP must include: a description of individuals and their responsibilities for developing and implementing the SWPPP (General Permit, Section A(3)); a site map showing the facility boundaries, storm water drainage areas with flow pattern and nearby water bodies, the location of the storm water collection, conveyance and discharge system, structural control measures, impervious areas, areas of actual and potential pollutant contact, and areas of industrial activity (General Permit, Section A(4)); a list of significant materials handled and stored at the site (General Permit, Section A(5)); a description of potential pollutant sources including industrial processes, material handling and storage areas, dust and particulate generating activities, a description of significant spills and leaks, a list of all non-storm water discharges and their sources, and a description of locations where soil erosion may occur (General Permit, Section A(6)).

The SWPPP also must include an assessment of potential pollutant sources at the Facility and a description of the BMPs to be implemented at the Facility that will reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges, including structural BMPs where non-structural BMPs are not effective (General Permit, Section A(7), (8)). The SWPPP must be evaluated to ensure effectiveness and must be revised where necessary (General Permit, Section A(9),(10)). Receiving Water Limitation C(3) of the Order requires that dischargers submit a report to the appropriate Regional Water Board that describes the BMPs that are currently being implemented and additional BMPs that will be implemented to prevent or reduce the discharge of any pollutants causing or contributing to the exceedance of water quality standards.

CSPA's investigation and review of available documents regarding conditions at the Facility indicate that Viking has been operating with an inadequately developed or implemented SWPPP in violation of the requirements set forth above. Viking has failed

to evaluate the effectiveness of its BMPs and to revise its SWPPP as necessary. Accordingly, Viking has been in continuous violation of Section A(1) and Provision E(2) of the General Permit every day since October 1, 1992, and will continue to be in violation every day that it fails to develop and implement an effective SWPPP. Viking is subject to penalties for violations of the Order and the Act occurring since September 15, 2011.

E. Viking Has Failed to Address Discharges Contributing to Exceedances of Water Quality Standards.

Receiving Water Limitation C(3) requires a discharger to prepare and submit a report to the Regional Board describing changes it will make to its current BMPs in order to prevent or reduce the discharge of any pollutant in its storm water discharges that is causing or contributing to an exceedance of water quality standards. Once approved by the Regional Board, the additional BMPs must be incorporated into the Facility's SWPPP. The report must be submitted to the Regional Board no later than 60-days from the date the discharger first learns that its discharge is causing or contributing to an exceedance of an applicable water quality standard. Receiving Water Limitation C(4)(a). Section C(11)(d) of the Permit's Standard Provisions also requires dischargers to report any noncompliance. *See also* Provision E(6). Lastly, Section A(9) of the Permit requires an annual evaluation of storm water controls including the preparation of an evaluation report and implementation of any additional measures in the SWPPP to respond to the monitoring results and other inspection activities.

As indicated above, Viking is discharging elevated levels of pH, Zinc (Zn) and Specific Conductance (SC) and other unmonitored pollutants (e.g., iron and aluminum) that are causing or contributing to exceedances of applicable water quality standards. For each of these pollutant exceedances, Viking was required to submit a report pursuant to Receiving Water Limitation C(4)(a) within 60-days of becoming aware of levels in its storm water exceeding the EPA Benchmarks and applicable water quality standards.

Based on CSPA's review of available documents, Viking was aware of high levels of these pollutants prior to September 15, 2011. Likewise, Viking has failed to file reports describing its noncompliance with the General Permit in violation of Section C(11)(d). Lastly, the SWPPP and accompanying BMPs do not appear to have been altered as a result of the annual evaluation required by Section A(9). Viking has been in continuous violation of Receiving Water Limitation C(4)(a) and Sections C(11)(d) and A(9) of the General Permit every day since September 15, 2011, and will continue to be in violation every day it fails to prepare and submit the requisite reports, receives approval from the Regional Board and amends its SWPPP to include approved BMPs. Viking is subject to penalties for violations of the General Permit and the Act occurring since September 15, 2011.

F. Viking Has Discharged Unauthorized Non-Storm Water in Violation of the General Permit.

Based on its investigation, CSPA is informed and believes that Viking has discharged and continues to discharge unauthorized non-storm water from the Facility. Viking has been in continuous violation of Discharge Prohibition A(1) of the General Permit every day since September 15, 2011, and will continue to be in violation every day Viking fails to eliminate its discharges of unauthorized non-storm water or obtains a separate NPDES permit to authorize such discharges of non-storm water. Accordingly, Viking is subject to penalties for violations of the General Permit and the Act occurring since September 15, 2011.

G. Viking Has Failed to File Timely, True and Correct Reports.

Section B(14) of the General Permit requires dischargers to submit an Annual Report by July 1st of each year to the executive officer of the relevant Regional Board. The Annual Report must be signed and certified by an appropriate corporate officer. General Permit, Sections B(14), C(9), (10). Section A(9)(d) of the General Permit requires the discharger to include in their annual report an evaluation of their storm water controls, including certifying compliance with the General Industrial Storm Water Permit. *See also* General Permit, Sections C(9) and (10) and B(14).

CSPA's investigation indicates that Viking has submitted an Annual Report containing false reporting and purported to comply with the General Permit despite significant noncompliance at the Facility. For example, Viking reported in its 2011-2012 Annual Report that it collected storm water discharge samples during a qualifying storm event. However, based on CSPA's review of publically available rainfall data, CSPA believes that is not true.

In its 2011-2012 Annual Report, Viking reported having collected storm water discharge samples during a qualifying storm event at the Facility on Wednesday, October 5, 2011. However, publicly available precipitation data for Redding demonstrates that it rained 1.23" inches of rain in Redding the day prior to October 4, 2011. CSPA believes that 1.23" of rain falling on the Facility on any given day would cause storm water to discharge from the Facility. Accordingly, because storm water discharged from the Facility the two day prior, the storm that occurred at the Facility on October 5, 2011 was rendered a non-qualifying storm event.[2]

[2] Alternatively, CSPA anticipates that Viking may assert that it actually collected a storm water discharge sample during the storm that occurred at the Facility on Tuesday, October 11, 2011. However, CSPA's review of publicly available precipitation data reveals that it rained 0.65" on the Facility the day prior, thereby invalidating the storm that occurred on October 11, 2011 as a qualifying storm event given that storm water likely discharged from the Facility on October 10, 2011.

As discussed above, General Permit Section B(4) requires that facility operators shall conduct and record visual observations of storm water discharges occurring during at least one qualifying storm event per month during the wet season. Based upon its review of publicly available precipitation data, CSPA is informed and believes that many, if not all, of the alleged visual observations of storm water discharges reported by Viking were not, in fact, conducted during qualifying storm events. For example, Viking reported having conducted visual observations of storm water discharges on November 17, 2011. However, CSPA's review of publicly available precipitation data reveals that it did not even rain in Redding on November 17, 2011. Accordingly, CSPA believes that Viking's reporting that it conducted visual observation of storm water discharges on this date constitutes an instance of false reporting.

These are only a couple examples of how Viking has failed to file completely true and accurate reports. As indicated above, Viking has failed to comply with the Permit and the Act consistently since September 15, 2011; therefore, Viking has violated Sections A(9)(d), B(14) and C(9) & (10) of the General Permit every time Viking submitted an incomplete or incorrect annual report that falsely certified compliance with the Act in the past year. Viking's failure to submit true and complete reports constitutes continuous and ongoing violations of the General Permit and the Act. Viking is subject to penalties for violations of Section (C) of the General Permit and the Act occurring since September 15, 2011.

IV. Persons Responsible for the Violations.

CSPA puts Windsor Industries, Kenneth Wayne Hoffman and Charles "Chuck" Thomas on notice that they are the persons responsible for the violations described above. If additional persons are subsequently identified as also being responsible for the violations set forth above, CSPA puts Windsor Industries, Kenneth Wayne Hoffman and Charles "Chuck" Thomas on notice that it intends to include those persons in this action.

V. Name and Address of Noticing Party.

Our name, address and telephone number is as follows: California Sportfishing Protection Alliance, Bill Jennings, Executive Director; 3536 Rainier Avenue, Stockton, CA 95204; Phone: (209) 464-5067.

VI. Counsel.

CSPA has retained legal counsel to represent it in this matter. Please direct all communications to:

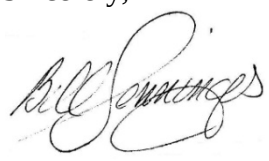
Andrew L. Packard
Erik M. Roper
Emily J. Brand
Law Offices of Andrew L. Packard
100 Petaluma Boulevard, Suite 301
Petaluma, CA 94952
Tel. (707) 763-7227
Fax. (707) 763-9227
E-mail: Andrew@PackardLawOffices.com
Erik@PackardLawOffices.com
Emily@PackardLawOffices.com

VII. Penalties.

Pursuant to Section 309(d) of the Act (33 U.S.C. § 1319(d)) and the Adjustment of Civil Monetary Penalties for Inflation (40 C.F.R. § 19.4), each separate violation of the Act subjects Windsor Industries, Kenneth Wayne Hoffman and Charles "Chuck" Thomas to a penalty of up to $32,500 per day per violation for all violations occurring after March 15, 2004, and $37,500 per day per violation for all violations occurring after January 12, 2009, during the period commencing five years prior to the date of this Notice of Violations and Intent to File Suit. In addition to civil penalties, CSPA will seek injunctive relief preventing further violations of the Act pursuant to Sections 505(a) and (d) (33 U.S.C. §1365(a) and (d)) and such other relief as permitted by law. Lastly, Section 505(d) of the Act (33 U.S.C. § 1365(d)), permits prevailing parties to recover costs and fees, including attorneys' fees.

CSPA believes this Notice of Violations and Intent to File Suit sufficiently states grounds for filing suit. We intend to file a citizen suit under Section 505(a) of the Act against Windsor Industries, Kenneth Wayne Hoffman and Charles "Chuck" Thomas and their agents for the above-referenced violations upon the expiration of the 60-day notice period. If you wish to pursue remedies in the absence of litigation, we suggest that you initiate those discussions within the next 20 days so that they may be completed before the end of the 60-day notice period. We do not intend to delay the filing of a complaint in federal court if discussions are continuing when that period ends.

Sincerely,



Bill Jennings, Executive Director
California Sportfishing Protection Alliance

SERVICE LIST

Lisa Jackson, Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Jared Blumenfeld
Administrator, U.S. EPA – Region 9
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San Francisco, CA, 94105

Eric Holder
U.S. Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, DC 20530-0001

Dorothy R. Rice, Executive Director
State Water Resources Control Board
1001 I Street Sacramento, CA 95814
P.O. Box 100
Sacramento, CA 95812-0100

Pamela Creedon, Executive Officer
Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive #200
Rancho Cordova, CA 95670-6114

ATTACHMENT A
Notice of Intent to File Suit re Windsor Industries, dba, Viking Auto Parts (Redding, CA)
Significant Rain Events,* September 15, 2011 – November 29, 2012

Oct.	04	2011
Oct.	05	2011
Oct.	06	2011
Oct.	08	2011
Oct.	10	2011
Oct.	11	2011
Nov.	05	2011
Nov.	07	2011
Nov.	10	2011
Nov.	20	2011
Nov.	22	2011
Nov.	23	2011
Nov.	24	2011
Nov.	26	2011
Dec.	17	2011
Dec.	31	2011
Jan.	19	2012
Jan.	20	2012
Jan.	21	2012
Jan.	22	2012
Jan.	23	2012
Jan.	25	2012
Feb.	07	2012
Feb.	08	2012
Feb.	11	2012
Feb.	12	2012
Feb.	13	2012
Feb.	29	2012
Mar.	01	2012
Mar.	13	2012
Mar.	14	2012
Mar.	15	2012
Mar.	16	2012
Mar.	22	2012
Mar.	24	2012
Mar.	25	2012
Mar.	27	2012
Mar.	28	2012
Mar.	29	2012
Mar.	30	2012
Mar.	31	2012
April	10	2012
April	11	2012
April	12	2012
April	13	2012
April	14	2012
April	26	2012
Aug.	27	2012
Oct.	22	2012
Oct.	24	2012
Oct.	31	2012
Nov.	01	2012
Nov.	17	2012
Nov.	20	2012
Nov.	21	2012

* Dates gathered from publicly available rain and weather data collected at stations located near the Facility.

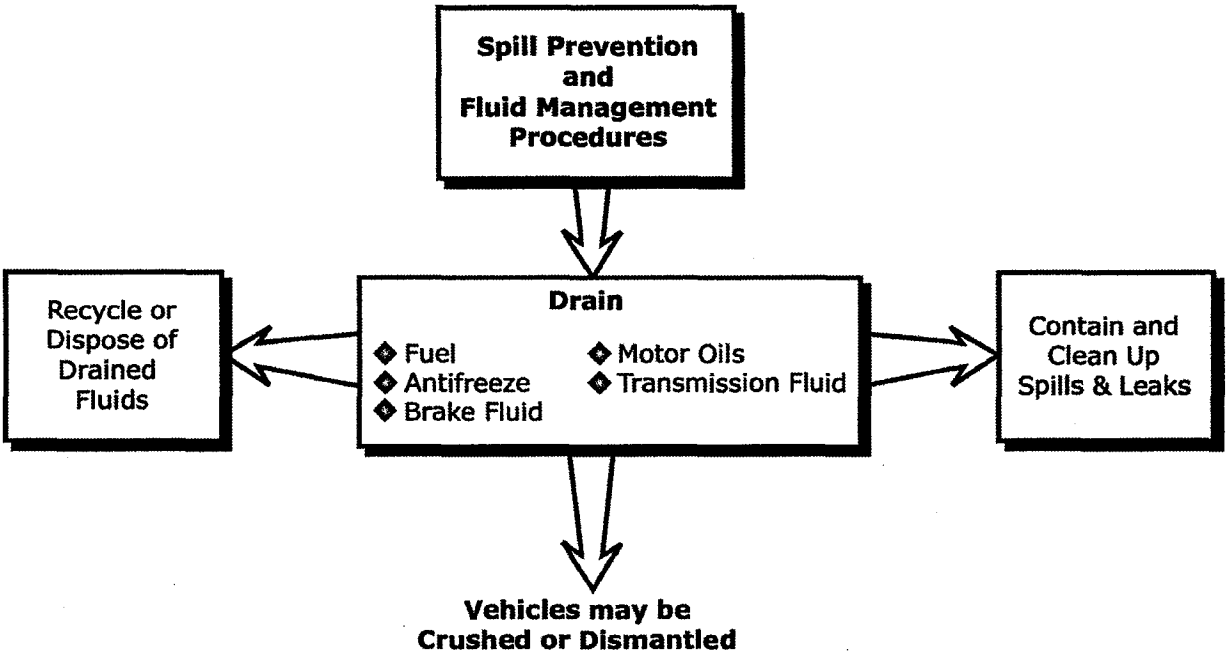
EXHIBIT C

Parameter	**Value**
pH	6.0 – 9.0
Specific Conductivity	200 µmhos/cm
Total Suspended Solids	100 mg/L
Oil & Grease	15 mg/L
Aluminum (total)	0.75 mg/L
Copper (total)	0.0636 mg/L
Iron (total)	1.0 mg/L
Lead (total)	0.0816 mg/L
Zinc (total)	0.117 mg/L

EXHIBIT D

State of California Auto Dismantlers Association Partners in the Solution Manual

Fluid Removal



What To Do:

⇒ **Develop appropriate spill prevention and fluid management procedures for dismantling and crushing operations.**

⇒ **Prior to dismantling or crushing, drain vehicle fluids including fuel, antifreeze, brake fluids, motor oils, and transmission fluids. Fluids must be captured or contained to prevent release to environment. Other fluids which may be drained include windshield washer fluid, power steering fluid, and rear axle housing fluids.**

⇒ **Use plugs to prevent leaks from drained engines or store drained engines in a leak-proof container.**

⇒ **Provide spill control supplies and spill prevention and fluid management training to all employees who crush vehicles or dismantle or remove parts containing fluids.**

Vehicle Storage and Dismantling

Standard: *Vehicle fluids are drained and fluid-bearing parts are dismantled or removed prior to long term storage of vehicles outside; or measures are provided to collect and capture any fluids leaking from unprocessed vehicles. Processing (fluid draining and/or parts dismantling) activities are conducted inside a building or enclosed structure; undercover on a bermed impervious surface; on an uncovered bermed impervious surface; or on an unbermed impervious surface during dry weather only where absorbent material is provided to capture fluids released during processing. Unprocessed vehicles may also be stored inside a building to prevent storm water exposure, or the storm water may be collected and treated prior to discharge.*

Mishandling of vehicle fluids during vehicle storage, dismantling, or draining fluids can release oils, fuels, and other vehicle fluids to the environment. Proper management of these activities can prevent spills and leaks, avoid potential clean up costs and liabilities, avoid disposal of contaminated soils, create a healthier and safer work environment, and save money. This standard is intended to prevent release of fluids while vehicles are stored outside for long periods of time, and control fluids during parts dismantling and fluid removal. The greatest economic and environmental benefits come from avoiding the generation or release of fluids in the first place, so that subsequent spill cleanups are unnecessary.

What To Do:

⇒ **Either drain and dismantle fluid-bearing parts prior to long term storage of vehicles outside, or use measures (collection pans, absorbents) to capture and clean up fluids released from unprocessed vehicles.**

⇒ **Properly dispose of used absorbents and do not allow drip pans to overflow (including during storm events).**

⇒ **Process (fluid removal and/or parts dismantling) vehicles:**

1. **Inside a building, or**
2. **on a bermed impervious (concrete or asphalt) surface, or**
3. **on an unbermed impervious surface during day weather only. Use absorbents and other spill controls to prevent the release of fluids during processing.**

⇒ **As an option to these preventive measures, unprocessed vehicles may also be stored inside a building, or storm water collected and treated prior to discharge. Storm water treatment systems may include oil-water separators, detention facilities, filter systems, or commercial treatment systems such as Vortech®, Stormceptor®, or StormFilter®.**

Vehicle Inspection

Standard: *Vehicles being held for processing are visually inspected daily for evidence of leaks.*

Incoming vehicles are often placed in a designated holding area and the useable parts are inventoried. At the same time, the vehicles should be inspected for leaks in the engine, radiator, transmission, differential, fuel tank, and damaged areas.

What To Do:

⇒ **Inspect incoming vehicles as soon as practical to identify leaks or spills.**

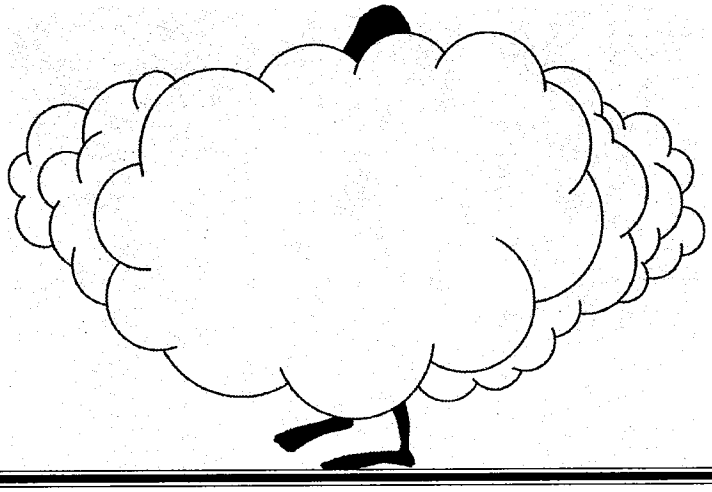
⇒ **Immediately capture the leaks with drip pans or absorbents. Maintain spill controls until the vehicle is processed.**

⇒ **Consider processing the vehicle and draining the fluids right away to prevent further releases.**

Recyclable and Hazardous Material Storage

Standard: *Recyclable and hazardous materials are stored undercover in appropriately labeled and secured containers with secondary containment.*

Hazardous materials must be handled, labeled, and stored in the manner specified in the facility's hazardous materials contingency or business plan. Recyclable materials may include waste oil and used antifreeze.



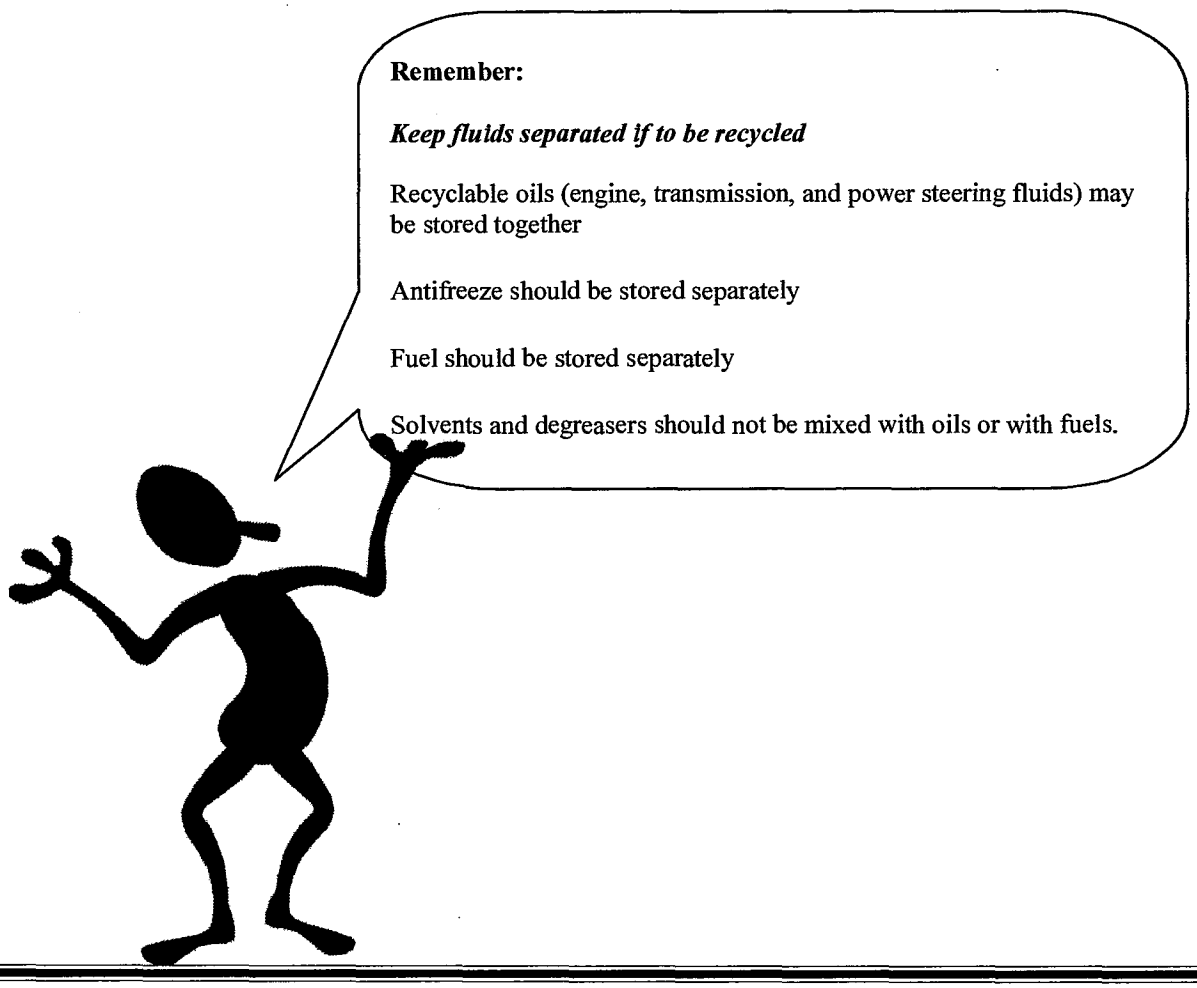
What To Do:

- ⇒ **Do not mix incompatible materials.**
- ⇒ **Inspect containers with hazardous materials daily (Health and Safety Code, Section 66265.195).**
- ⇒ **Provide secondary containment, which can include a liner, a concrete or steel vault, or double-walled tank.**
- ⇒ **Provide containment for appurtenances, such as pumps.**
- ⇒ **Test secondary containment systems periodically to verify that the system is water-tight and working properly.**
- ⇒ **Properly label containers in accordance with Section 66262.34. Hazardous waste must be labeled "Hazardous Waste". List the material contained, the name, and address of the generator.**
- ⇒ **Clearly mark the date which each period of accumulation begins on each container (Section 66262.34).**

Fluid Storage Containers

Standard: *All fluid storage containers are in good structural condition with closeable lids or covers.*

Proper fluid storage will reduce the risk of an accidental spill or release and improve housekeeping.



What To Do:

⇒ **Maintain containers in good condition per Health and Safety Code Section 66265.171.**

⇒ **Keep containers closed, except when adding or removing fluids.**

⇒ **Inspect containers regularly to check for leaks, cracks, or structural deficiencies.**

Lead Acid Batteries

Standard: *Batteries are removed from vehicles and stored undercover on an impervious surface with secondary containment, and/or in non-leaking covered containers. Up to ten batteries may be stored at the facility at any given time without the batteries having to be managed as a hazardous waste. If more than ten batteries are stored at the site at any given time, the batteries must be managed as a hazardous waste (i.e. labeling, covering and containment, limited 90 day storage period).*

Vehicle batteries contain lead and corrosive acids. Batteries should be handled and managed in a way that prevents release of the acid to the environment.

What To Do:

⇒ **Remove batteries from vehicles.**

⇒ **Store batteries:**

1. **In a covered storage area on an impervious surface with secondary containment, or**
2. **in a non-leaking container with a lid.**

⇒ **Carefully handle any cracked or broken batteries to prevent the release of battery acid to the environment. Place cracked or leaking batteries in a watertight acid-resistant container.**

⇒ **Neutralize spilled acid with sodium carbonate, soda ash, or other absorbent material.**

⇒ **Do not pour battery acid on the ground or into a storm drain.**

Oily Vehicle Parts

Standard: *Engines and transmissions removed from vehicles (resale, core, or scrap) and other oily parts are stored under a tarp, roof, or other temporary or permanent cover and on an impervious surface, or in a covered weather-proof container such that there is no contact with rainfall and surface drainage.*

Improperly stored engines and transmissions can release motor oil and transmission fluid to the environment and contaminate storm water runoff, soil, or groundwater.

What To Do:

⇒ **Store engines, transmissions, and other oily parts removed from vehicles under a temporary or permanent cover on an impervious (concrete or asphalt) surface, or in an outside covered weather-proof container.**

⇒ **Control, contain, and clean up any fluids released from the engines, transmissions, and other oily parts.**

Radiators

Standard: *Radiators removed from vehicles are stored under a tarp, roof, or other temporary or permanent cover, and raised up off the ground such that there is no contact with rainfall and surface drainage.*

Radiators are composed of copper/brass or aluminum, with lead or lead/zinc based solder. Residual antifreeze can also have a high heavy metal content. Due to potential contamination from lead and other metals, measures should be taken to prevent exposure to storm water or soil.

What To Do:

⇒ **Store radiators removed from vehicles under a temporary or permanent cover to prevent exposure to rainfall.**

⇒ **Keep radiators off the ground to prevent soil contamination and contact with surface drainage.**

Other Vehicle Parts

Standard: *Other parts that could release pollutants are raised up off the ground such that there is no contact with rainfall and surface drainage.*

Other vehicle parts may contain oils, lubricants, or heavy metals that could potentially contaminate storm water.

What To Do:

⇒ **Identify the vehicle parts that may potentially contaminate the environment.**

⇒ **Store those parts off the ground to prevent contact with surface drainage.**

⇒ **Consider a temporary or permanent cover to prevent exposure to rainfall.**

Engines Left in Vehicle

Standard: *Engines not removed from vehicles are covered by hoods, tarps, plastic sheets, or other material to prevent rainfall from coming in contact with the exposed engine.*

Oil, grime, and other pollutants can wash off exposed engines. There is also an increased risk of deterioration, corrosion, and breakage of parts and hoses.

What To Do:

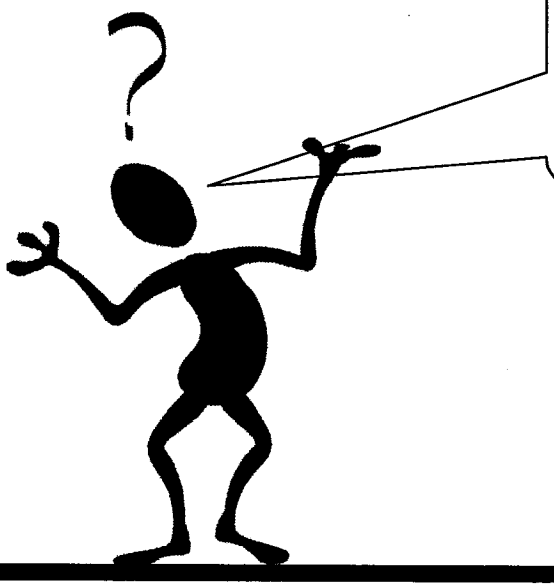
⇒ **Keep hoods down or cover vehicles with tarps, plastic sheets, or other temporary covers.**

⇒ **Keep engines covered in the holding area and in the long-term storage area.**

Spent Cleaning Solvents

Standard: *Spent solvents from parts cleaning systems are considered a regulated hazardous waste in California. Spent solvents are properly labeled, stored in covered contained areas, and are shipped, treated, and/or disposed of with an authorized processor or EPA permitted transporter and treatment/disposal facility.*

Washing of recycled parts may be an important part of a facility's operation, housekeeping, and quality-control activity. An on-site distillation unit may be used to recycle or extend the life of spent solvent.



Did You Know:

Mineral spirits, petroleum naphtha, gasoline, kerosene, or diesel fuel may be hazardous due to ignitability, while other solvents may be toxic if they contain toluene, methyl ethyl ketone (MEK), 1,1,1-trichloroethane, or other volatile substances. Spent parts washer fluids may also be hazardous due to elevated metal content.

What To Do:

- ⇒ **Wash recycled parts on a contained or indoor impervious surface.**
- ⇒ **Properly label all solvent containers and store in a covered contained area.**
- ⇒ **Dispose of spent solvents with an authorized processor, or EPA permitted transporter and treatment/disposal facility.**
- ⇒ **Do not dispose of used solvent on the ground or in a storm drain.**
- ⇒ **Keep accurate and up-to-date records of solvent, wash water, and sludge processing and disposal.**

Preventive Maintenance

What To Do:

⇒ **Prepare a written preventive maintenance program.**

⇒ **Conduct periodic inspections of vehicles to identify repair needs and recognize pattern wear.**

⇒ **Maintain facility vehicles to prevent leaking fluids, parts failure, and breakdown.**

⇒ **Provide proper training to employees who operate and maintain the vehicles.**

⇒ **Document inspections and maintenance activities.**

⇒ **Where practical, conduct maintenance inside a building or on an impervious surface.**

Spill Kits

What To Do:

⇒ **The spill kit(s) should contain appropriate absorbents and/or containment devices to handle the type and amount of fluids that could be released.**

⇒ **Place the spill kit(s) where fluids are used or stored.**

⇒ **Label the spill kit(s).**

⇒ **Keep spill kit(s) well stocked.**

⇒ **Provide and document training to appropriate workers on how to properly manage fluids, prevent spills and leaks, respond and clean up a spill, and dispose of the used absorbents.**

Unprocessed Vehicle Fluids

Standard: *Fluids released from unprocessed salvage vehicles are promptly contained with drip pans or equivalent dry cleanup measures and properly disposed of according to local waste disposal ordinances.*

Vehicles being stored in holding areas or storage areas that have not been processed (dismantling or fluid removal) may leak fluids, especially if the vehicle was in an accident.

What To Do:

⇒ **Inspect vehicles to identify leaks (see Environmental Standard #3).**

⇒ **Use drip pans, absorbents, or containers to capture fluids.**

⇒ **Do not allow containers to overflow, including during a storm event.**

⇒ **Properly recycle or dispose of captured fluids.**

Erosion Control

Standard: *Erosion control measures are used to prevent erosion or scouring of unpaved roadways, storage areas, and work areas.*

Areas that are poorly vegetated or disturbed can erode sediments and associated pollutants into the environment. Erosion and sedimentation can be controlled using non-structural controls (such as silt fences, mulches, gravel track pads, and other measures typically used at construction sites), vegetative controls (grassed swales, filter strips, and bioretention zones), or structural controls (such as sedimentation basins, sand filters, and various commercial storm water treatment systems).

What To Do:

⇒ **Where possible, establish and maintain a protective vegetative cover in pervious areas that are not used for recycling, dismantling, storage, or parking.**

⇒ **Do not store vehicles and parts in highly erosive areas such as steep slopes, river banks, and channels.**

⇒ **In other un-paved areas subject to erosion, including recycling, dismantling, storage, and parking areas, use crushed stone or gravel, catch basin inserts, silt fences, hay bales, and soil stabilization measures (geotextile fabric, mulches) to prevent sediment runoff.**

⇒ **Periodically inspect and maintain the non-structural measures to provide good performance. Frequent replacement and/or cleaning may be required.**

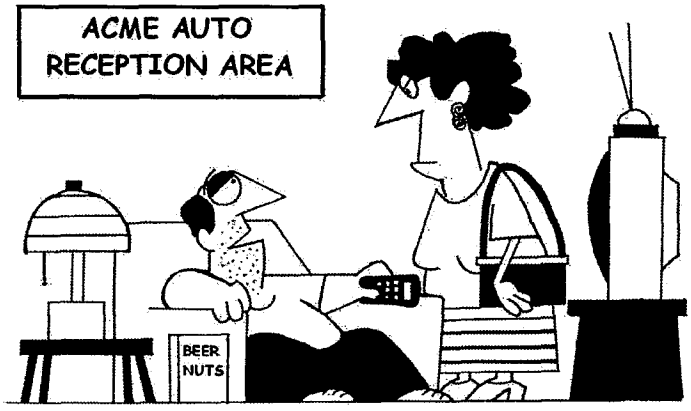
⇒ **If necessary, consider structural erosion controls. Some structural measures may require the professional services of an engineer to properly size and design the system.**

⇒ **Periodically inspect, clean, and maintain structural control measures to provide good performance.**

Scrap and Trash Containers

Standard: *Scrap and trash containers are covered, non-leaking, and staged on paved areas. All scrap and trash containers are closed at all times when not in use.*

Good housekeeping includes keeping scrap and trash in defined areas that are relatively clean. The intent of this standard is to prevent exposure of trash to storm water, or the environment, to minimize wind blowing, and to discourage employees from accumulating trash within work areas.



What To Do:

- ⇒ **Provide scrap and trash containers that are in good structural condition and are non-leaking.**
- ⇒ **Stage the containers either indoors or on paved surfaces.**
- ⇒ **Keep containers covered except when in use.**
- ⇒ **Keep the trash area relatively clean, pick up scattered debris, and avoid overfilling containers.**

Storm Water Filter Systems

Standard: *During the wet season (October through May), storm water best management practices (absorbent socks or pillows, inlet filters, straw bales, silt fences, rock filters, or similar measures) are placed at storm water discharge locations, and at locations where offsite storm water enters site.*

The use of inexpensive filter systems and absorbents can add one more level of protection against storm water pollution. The measures help compliment and supplement good housekeeping and pollution prevention practices. Appropriate measures can effectively remove sediments and oil and grease from storm water discharges.

Best Management Practices	Remove	
	Sediments	Oil & Grease
Absorbents (socks, booms)	-	X
Silt Fences	X	-
Straw Bales	X	-
Rock Filters	X	-
Inlet Filters	X	X

What To Do:

⇒ **Select appropriate filter systems or absorbents that are compatible with your operation, that can be maintained by facility employees, and that will effectively remove the pollutants of concern.**

⇒ **Regularly inspect, maintain, clean, and replace the systems.**

Employee Training

Standard: *Facility provides employee training on the components and goals for the storm water pollution prevention plan, and on the facility's best management practices. Training is provided upon initial hire and at least once per year thereafter and will be documented.*

In-house employee training programs teach employees about storm water management, potential sources of contaminants, and best management practices. Employee training programs should instill all personnel with a thorough understanding of their Storm Water Pollution Prevention Plan (SWPPP), best management practices, processes and materials they are working with, safety hazards, practices for preventing discharges, and procedures for responding quickly and properly to releases of toxic and hazardous substances.

Employee training programs often address such areas as health and safety training and fire protection. Training on storm water management can be easily incorporated into these programs.

Employees can be taught through 1) signs, employee meetings, courses, and bulletin boards about storm water management, potential contaminant sources, and prevention of contamination in surface water runoff, and 2) field training programs that show areas of potential storm water contamination and associated pollutants, followed by a discussion of site-specific practices by trained personnel.

Employee training generally takes place during the bi-weekly tailgate meetings and impromptu times when needed such as upon new hires, or specific items that employee's need to be trained in.

What To Do:

⇒ **Conduct employee training on storm water management and environmental practices at least once per year. Train new employees at time of hire.**

⇒ **Supplement the training with handouts, newsletters, signs, and other support materials.**

⇒ **Document attendance at the training sessions and the topics addressed.**