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8 BEFORE THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD  
9 STATE OF CALIFORNIA

10 In the Matter of:

11 ALBERT CASTELLUCCI, OWNER AND  
12 OPERATOR

13 RE: /d.b.a., WILD WASH ROAD WASTE  
14 TIRE SITE

15 RESPONDENT.

ORDER SETTING LIABILITY  
ADMINISTRATIVE DECISION

AGENCY NO. 2004-010699-ADH

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19 **ADMINISTRATIVE DECISION PURSUANT TO STIPULATION**

20 Pursuant to the "Stipulation for Issuance of Administrative Decision"  
21 dated January 5, 2005 entered into by and between Complainant CALIFORNIA  
22 INTEGRATED WASTE MANAGEMENT BOARD (the "CIWMB"), and Respondent,  
23 ALBERT CASTELLUCCI, Owner and Operator ("Respondent"), and good cause  
24 appearing therefore, the parties stipulated to the following:  
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26 1. The CIWMB has authority to inspect, permit, regulate and conduct enforcement  
27 actions against Waste Tire Facilities within the State of California under Public  
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1 Resources Code (PRC) section 42800 et seq. and attendant regulations contained in  
2 Title 14 of the California Code of Regulations (CCR).

3 2. The Administrative Complaint alleges ALBERT L. CASTELLUCCI, Owner and  
4 Operator of Wild Wash Road Waste Tire Site is in violation of PRC section 42834 –  
5 Minor Unpermitted Waste Tire Facility, Title 14 CCR section 17351 – Fire Prevention  
6 Measures, section 17352 – Facility Access and Security, section 17353 – Vector  
7 Control and section 17354 – Waste Tire Storage. In order to avoid litigation of the  
8 allegations in the Administrative Complaint, Respondent does not admit to the  
9 allegations but agrees to the terms and conditions of the Stipulation for Issuance of  
10 Administrative Decision.

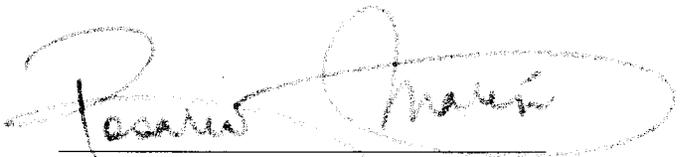
11 3. ALBERT L. CASTELLUCCI, Owner and Operator of Wild Wash Road Waste  
12 Tire Site acknowledges that he understands and agrees that he will not be provided with  
13 any hearing or other opportunity to contest the CIWMB's determination that he is in  
14 default of the Stipulation.

15 Pursuant to the Stipulations of the parties, the following Administrative Decision  
16 is hereby issued in this proceeding:

17 (A) Respondent ALBERT L. CASTELLUCCI, Owner and Operator shall pay a  
18 monetary penalty of One Thousand Dollars, (\$1,000.00) to Complainant, the California  
19 Integrated Waste Management Board.

20 (B) ALBERT L. CASTELLUCCI agrees to the COMPLAINANT recording a lien on  
21 any real property owned by RESPONDENT for the amount of One Thousand Dollars  
22 (\$1,000.00).

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25 Dated: 2/15/05

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ROSARIO MARIN, Chair  
California Integrated Waste  
Management Board

1 Marie Carter, Chief Counsel, State Bar No. 70403  
 2 Wendy Breckon, Staff Counsel, State Bar No. 182952  
 3 California Environmental Protection Agency  
 4 California Integrated Waste Management Board  
 5 1001 I Street, P.O. Box 4025, Sacramento, CA. 95812  
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8 **BEFORE THE**  
 9 **CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD**

<p>10 In the Matter of:</p> <p>11 ALBERT CASTELLUCCI</p> <p>12 OWNER &amp; OPERATOR</p> <p>13</p> <p>14 RE: /d.b.a. WILD WASH ROAD WASTE TIRE SITE</p> <p>15 RESPONDENT.</p>	<p>Agency Case No. 2004-010699-ADH</p> <p>STIPULATION FOR ISSUANCE OF ADMINISTRATIVE DECISION</p>
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18 The parties to this STIPULATION are the CALIFORNIA INTEGRATED WASTE  
 19 MANAGEMENT BOARD (the "CIWMB"), and ALBERT CASTELLUCCI, Property  
 20 Owners and Operator ("RESPONDENT") of the property located at the Wild Wash  
 21 Road Waste Tire Site, ¼ miles north of Stoddard Wells Rd. on Assessor's Parcel  
 22 Number 0472-251-04, San Bernardino County, California (the "Subject Property").

23 The CIWMB and RESPONDENT have entered into a settlement of the complaint  
 24 herein, pursuant to which they hereby stipulate as follows:

- 25 1. RESPONDENT stipulates to an administrative penalty in favor of the CIWMB  
 26 in the sum of One Thousand Dollars (\$1,000.00), for the violations set forth  
 27 in the Administrative Complaint. RESPONDENT further authorizes an  
 28 Administrative Law Judge to sign and issue the proposed Decision forthwith.

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2. RESPONDENT shall pay to the CIWMB the sum of One Thousand Dollars (\$1000.00), as follows: RESPONDENT shall make four payments in the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250) on the first day of each month for a period of four (4) months, commencing on February 1, 2005, through and including May 1, 2005.

(a) All payments shall be made to the CIWMB, Attn: Tonia Hogan, at P.O. Box 4025, Sacramento, CA 95812, or to such other person and/or place as the CIWMB or its agent may from time to time designate in writing. If any payment by RESPONDENT hereunder is not received within five days of the due date, then RESPONDENT shall be deemed in default of this STIPULATION, and the CIWMB or its agent may enforce the Decision.

(b) Said amount shall constitute the full amount of the penalty in this action unless RESPONDENT defaults under the terms of this STIPULATION in which case the penalty shall consist of the NINE THOUSAND THREE HUNDRED AND SEVENTY-FIVE DOLLARS (\$9,375.00). Payment of said penalty shall be due on the date of default minus any amounts previously paid. Interest shall accrue at the modified adjusted rate per annum pursuant to Revenue and Taxation Code Section 6591.5, from the date of default.

3. RESPONDENT agrees to the CIWMB recording a lien on any real property owned by RESPONDENT for the amount of One Thousand Dollars (\$1,000.00). If the CIWMB determines that RESPONDENT has defaulted, then the lien will be for, Nine Thousand Three Hundred and Seventy-Five Dollars (\$9,375.00) less the amount paid to date. Once the balance owed is paid, CIWMB will record a Satisfaction of Lien form.

4. **Waste Tire Removal Schedule:** RESPONDENT shall complete the removal of all waste tires (whole and/or tire equivalents) from the Subject Property by

1 no later than January 15, 2005. All tires removed from the premises must be  
2 legally transported by a Registered Waste Tire Hauler to a CIWMB approved  
3 facility. Copies of destination receipts and waste tire manifest forms must  
4 accompany each load and be submitted by February 1, 2005 to the CIWMB,  
5 Legal Office, Attn: Wendy A. Breckon, Staff Counsel, P.O. Box 4025, MS 5,  
6 Sacramento, CA 95812.

- 7 **5. Property Access Authorization:** If RESPONDENT fails to properly remove  
8 all of the tires by January 15, 2005, as provided in paragraph 4, above, and if  
9 the CIWMB elects to perform the remainder of such cleanup, then  
10 RESPONDENT authorizes CIWMB staff, their designated contractors and  
11 representatives, and other affected State and local authorities access to the  
12 Subject Property for the purpose of removing the waste tires. Any such  
13 cleanup shall be performed under the Waste Tire Stabilization and  
14 Abatement Program pursuant to the Public Resources Code (PRC) sections  
15 42800-42855, Waste Tires. RESPONDENT hereby certifies that he is the  
16 legal owner of the Subject Property and has authority to grant such access.
- 17 **6. Future Storage of Tires:** RESPONDENT stipulates that after cleanup of the  
18 site has been accomplished and approved by CIWMB, no more than Five  
19 Hundred (500) used or waste tires may be allowed on the subject property at  
20 any time without first obtaining a waste tire facility permit. Any tires removed  
21 from the subject property must be legally transported by a Registered Waste  
22 Tire Hauler to a CIWMB approved facility. Copies of destination receipts and  
23 CIWMB waste tire manifest forms must accompany each load and must be  
24 maintained for three years.
- 25 **7. Inspections:** Upon presentation of proper credentials, CIWMB staff, an  
26 authorized agent of the CIWMB, or San Bernardino County, shall be allowed  
27 to enter the Subject Property during regular business hours to conduct  
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inspections and investigations of the premises, to examine and copy tire manifests, and to take photographs of any and all tires on the premises.

8. **Default:** If RESPONDENT defaults under the terms of this STIPULATION, then the CIWMB shall send RESPONDENT a letter, via certified mail, notifying them of the same. Said letter shall apprise RESPONDENT of the provision(s) of the STIPULATION of which he is in default, and will attach a copy of the Inspection Report or other report documenting the violation(s) in issue. For any CIWMB determination of a violation of the promise to cleanup the waste tire site at the Subject Property, by January 15, 2004, or for any other violation of any waste tire storage or disposal laws at Chapter 16 of the Public Resources Code (section 42800 et. seq.), said letter will further relate that the Office of Administrative Hearings will immediately issue a Decision for Nine Thousand Three Hundred and Seventy-Five Dollars (\$9,375.00) minus any payments previously made. For any CIWMB determination that RESPONDENT has violated any term or condition of this agreement, other than said waste tire storage or disposal laws, said letter will state RESPONDENT will be granted a ten (10) day period of time for any default of the agreement to be cured. If the default is not cured within ten (10) days, a second letter will be issued, which will state that the CIWMB will immediately issue a lien for Nine Thousand Three Hundred and Seventy-Five Dollars (\$9,375.00) minus any payments previously made. RESPONDENT acknowledges that he understands and agrees that he will not be provided with any hearing or other opportunity to contest the Office of Administrative Hearing's determination that they are in default of this STIPULATION.

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- 9. No covenant, promise, term, condition, breach or default of or under this STIPULATION shall be deemed to have been waived except as expressly so stated in writing by the CIWMB. A waiver by the CIWMB of any breach or default by RESPONDENT under this STIPULATION shall not be deemed a waiver of any preceding or subsequent breach or default by RESPONDENT.
- 10. RESPONDENT has freely and voluntarily entered into this STIPULATION and has been afforded the opportunity to consult with counsel prior to entering into this STIPULATION. It is expressly understood and agreed that no representations or promises of any kind, other than as contained herein, have been made by any party to induce any other party to enter into this STIPULATION, and that said STIPULATION may not be altered, amended, modified or otherwise changed except by a writing executed by each of the parties hereto. Each party hereto agrees to execute and deliver any and all documents and to take any and all actions necessary or appropriate to consummate this STIPULATION and to carry out its terms and provisions.
- 11. RESPONDENT waives the right, in the entitled matter to a hearing, any and all appeals and any and all rights that may be afforded pursuant to the Public Resources Code, the Administrative Procedure Act, or any other provision of law.
- 12. This STIPULATION shall be binding and inure to the benefit of their successors, heirs and assigns of the respective parties hereto.
- 13. This STIPULATION and the Decision constitute the entire understanding of the parties concerning the settlement of this proceeding. There are no restrictions, promises, warranties, covenants, undertakings, or representations other than those expressly set forth herein or contained in separate written documents delivered or to be delivered pursuant hereto, and each party expressly acknowledges that he has not relied upon any

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representations other than those expressly contained herein.

Dated: 1/5/2005

*Mark Leary*  
MARK LEARY  
Executive Director  
CALIFORNIA INTEGRATED  
WASTE MANAGEMENT BOARD

Dated: 1/5/05

*Wendy Breckon*  
WENDY BRECKON  
Staff Counsel  
CALIFORNIA INTEGRATED  
WASTE MANAGEMENT BOARD

1/05/05  
*Albert Castelluci*

*Albert Castelluci*  
ALBERT CASTELLUCI  
Property Owner and Operator

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