

**CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
WASTE TIRE HAULER/MANIFESTING VIOLATIONS
STIPULATION, DECISION, AND ORDER**

Complainant, the California Department of Resources Recycling and Recovery (CalRecycle) and Respondent(s) hereby agree that the stipulation will be a final resolution of the violations alleged below. The parties stipulate to the following facts and violations of law:

CALRECYCLE ENFORCEMENT ORDER NUMBER: 2015-00567-PEN

RECEIVED

RESPONDENT: R & L Recycle
1596 S 7th St., Suite C
San Jose, CA 95112-5929

AUG 20 2015

BY ACCOUNTING

PUBLIC RESOURCES CODE (PRC) SECTION VIOLATED: §§42953 & 42961.5(b)

TITLE 14, CALIFORNIA CODE OF REGULATIONS (CCR) VIOLATED: §18462

DESCRIPTION OF VIOLATIONS:

On April 17, 2015, R & L Recycle allowed an unregistered waste tire hauler to remove a container of waste tire bales from their location which is a violation of PRC §42953. Further, R & L Recycle, failed to obtain a completed Comprehensive Trip Log (CTL) receipt for the pickup of these waste tire bales from the hauler which is a violation of PRC §42961.5(b).

Pursuant to PRC §42953, any person who gives, contracts, or arranges with another person to transport waste or used tires shall utilize only a person holding a valid waste and used tire hauler registration from the board (CalRecycle), unless the hauler is exempt as specified in PRC §42954.

Pursuant to 14 CCR §18462(b), as provided in §18459.3(a), a waste tire generator shall retain a Department approved EDT form, a completed CTL Form, or freight transport documentation provided by the waste or used tire hauler at their place of business for three years. For shipments to the port, the waste tire generator shall also retain the confirming freight transport documents at their place of business for three years.

Pursuant to PRC §42961.5(b), any person generating waste or used tires that are transported or submitted for transportation, for offsite handling, altering, storage, disposal, or for any combination thereof, shall complete a California Uniform Waste and Used Tire Manifest, as required by CalRecycle. The generator shall provide the manifest to the waste and used tire hauler at the time of transfer of the tires. Each generator shall submit to CalRecycle, on a quarterly schedule, a legible copy of each manifest. The copy submitted to CalRecycle shall contain the signatures of the generator and the waste and used tire hauler. If approved by CalRecycle, in lieu of submitting a copy of each manifest used, a generator may submit an electronic report to CalRecycle meeting the requirements of Section 42814.

DATE(S) OF VIOLATION: April 17, 2015

STIPULATION DUE DATE: 15 DAYS FROM THE DATE OF SERVICE

TOTAL MONETARY PENALTY: \$300 NUMBER OF COUNTS: 2

FURTHER STATEMENT BY RESPONDENT(S):

I acknowledge that the violation(s) of the Public Resources Code and/or Title 14, California Code of Regulations (CCR) described above and on Exhibit 1 attached, have occurred and request that the California Department of Resources Recycling and Recovery resolve this matter by imposition of the monetary penalty specified above. I acknowledge receipt of the Statement of Respondent's Rights at the bottom of this form and

voluntarily waive any and all procedural rights to contest this matter in an Administrative Hearing. I have enclosed a check or money order made payable to the California Department of Resources Recycling and Recovery in the amount of the penalty described above. I understand that if there are not sufficient funds in my bank account when the check is deposited, CalRecycle has the discretion to determine that this agreement is null and void, and can prosecute this allegation as if no agreement has been executed.

RESPONDENT has freely and voluntarily entered into this Stipulation, Decision, and Order (hereinafter "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.

This Stipulation constitutes 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 it has not relied upon any restrictions, promises, warranties, covenants, undertakings, or representations other than those expressly contained herein.

If necessary, this Stipulation may be executed in counterparts, each of which shall be an original, and all together shall form one agreement. In addition, for purposes of this Stipulation, facsimile signatures will be treated as originals until the applicable page(s) bearing non-facsimile signatures have been received by the parties.

The effective date of this Stipulation, Decision, and Order, is the date that the Department Director signs it.

Dated: 8-15-15 Signature: _____

Printed Name: Paudy Vasters

Job Title: OPERATIONS Manager

Name and Address of Business Entity: Roll Recycle 1596 S 7th Street
Any DBAs: SAN JOSE CA 95112

For California Department of Resources Recycling and Recovery Use Only

STATEMENT BY DIRECTOR:

The foregoing stipulation has been adopted by the California Department of Resources Recycling and Recovery as its final decision and order and is effective upon execution below by the Director of the California Department of Resources Recycling and Recovery.

IT IS SO ORDERED:

Dated: 9/3/15

Mark de Bie
Mark de Bie, Deputy Director
Waste Permitting, Compliance and Mitigation Division
California Department of Resources Recycling and Recovery