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

9 In the Matter of:

10 RUDY R. AND VIRGINIA ARMENTA,  
11 OWNERS; and

12 RUDY ARMENTA, OPERATOR;

13 RE: /D.B.A., ARMENTA'S AUTO  
14 WRECKING

15 WASTE TIRE FACILITY NO. 16-TI-1517

16 RESPONDENT.

CIWMB NO. 2003-010843-ADH

ORDER SETTING LIABILITY

17  
18 Pursuant to the "Stipulation for Issuance of Administrative Decision"  
19 dated January 1, 2005 entered into by and between Complainant CALIFORNIA  
20 INTEGRATED WASTE MANAGEMENT BOARD (the "CIWMB"), and Respondent,  
21 RUDY R. AND VIRGINIA ARMENTA, Owners and RUDY ARMENTA, Operator  
22 ("Respondent"), and good cause appearing therefore, the following Stipulated Factual  
23 Findings and Conclusions of Law are made, and the following Stipulated Order is  
24 issued:  
25  
26  
27  
28





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4 California Integrated Waste Management Board  
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8 STATE OF CALIFORNIA  
9 CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

10 In the Matter of:	)	AGENCY NO: 2004-010843-ADH
11 RUDY R. AND VIRGINIA ARMENTA,	)	
12 OWNERS and	)	STIPULATION FOR ISSUANCE OF
13 RUDY ARMENTA, OPERATOR	)	ADMINISTRATIVE DECISION
14 Re: /d.b.a., ARMENTA'S AUTO	)	
15 WRECKING	)	
16 Facility No: 16-TI-1517	)	
17 APN: 018-150-012	)	
18 RESPONDENTS.	)	

19 INTRODUCTION

20 The parties to this STIPULATION FOR ISSUANCE OF ADMINISTRATIVE  
21 DECISION (hereinafter "STIPULATION") are the California Integrated Waste  
22 Management Board (CIWMB), and RUDY R. AND VIRGINIA ARMENTA, Owners and  
23 RUDY ARMENTA, Operator (Respondents) of ARMENTA'S AUTO WRECKING, 11380  
24 S. 10<sup>th</sup> Avenue, Hanford, Kings County, California 93230, (the "Subject Property").

25 The CIWMB and RESPONDENTS have entered into a settlement of the  
26 complaint herein, pursuant to which they hereby stipulate to the following facts:  
27  
28

1 **STATEMENT OF FACTS:**

- 2 1. The CIWMB has authority to inspect, permit, regulate and conduct  
3 enforcement actions against Waste Tire Facilities (WTF) within the State  
4 of California under PRC Section 42800, et seq., and attendant regulations  
5 contained in Title 14 of the California Code of Regulations (CCR).
- 6 2. RESPONDENTS are responsible for the waste tires being stored at 11380  
7 S. 10<sup>th</sup> Ave. Hanford, CA 93230, Kings County, California. This Site is not  
8 a permitted WTF.
- 9 3. On April 14, 2004, HARLEY THOMPSON of the CIWMB conducted a  
10 Waste Tire Facility Inspection of ARMENTA'S AUTO WRECKING and  
11 observed approximately 3,370 waste tires on the site. The tires were  
12 stored in a manner that violated the standards for facility access and  
13 security, storage, fire prevention and vector control. A true and correct  
14 copy of the State Inspection Report is attached hereto as "Exhibit 1."
- 15 4. A review of CIWMB records revealed that no application for the minor  
16 waste tire facility was ever received.
- 17 5. A written report of the inspection and a Letter of Violation dated April 28,  
18 2004 was addressed and posted by U.S. Mail by HARLEY THOMPSON of  
19 the CIWMB to RUDY R. AND VIRGINIA ARMENTA, Owner and Operator  
20 of the ARMENTA'S AUTO WRECKING requesting that by June 28, 2004  
21 the owner obtain a minor waste tire facility permit from the CIWMB. This  
22 letter informed RUDY R. AND VIRGINIA ARMENTA, Owner that the  
23 accumulated waste tires must be removed to an authorized location by a  
24 registered waste tire hauler. A true and correct copy of that "Letter of  
25 Violation" is attached hereto as "Exhibit 2."
- 26 6. A second inspection was conducted by HARLEY THOMPSON of the  
27 CIWMB on June 29, 2004 to determine whether the owner or operator had  
28 removed the waste tires as requested. It was determined that the

1 operator had not applied for a minor waste tire permit nor had the operator  
2 removed any of the waste tires identified in the April 14, 2004 inspection  
3 as requested. A true and correct copy of the State Inspection Report is  
4 attached hereto as "Exhibit 3."

5 7. Clean Up & Abatement Order dated August 11, 2004, was issued by  
6 CIWMB to RUDY R. AND VIRGINIA ARMENTA, Owner and RUDY  
7 ARMENTA, Operator of ARMENTA'S AUTO WRECKING requesting that  
8 RUDY R. AND VIRGINIA ARMENTA, Owner and RUDY ARMENTA,  
9 Operator to remove all waste tires from their location by October 11, 2004.  
10 Copies of destination receipts and waste tire manifests were to be  
11 submitted to the CIWMB on or before October 25, 2004. A true and  
12 correct copy of this Clean Up & Abatement Order 2004-101783-CAO is  
13 attached hereto as "Exhibit 4."

14 8. On October 28, 2004, HARLEY THOMPSON of the CIWMB conducted a  
15 follow up Waste Tire Facility Inspection of this location and determined  
16 that approximately 1,040 waste tires were still located on site. A true and  
17 correct copy of that State Inspection Report is attached hereto as "Exhibit  
18 5."

19 The RESPONDENTS also stipulate to the following;

- 20 1. RESPONDENTS stipulate to an administrative penalty in favor of the  
21 CIWMB in the sum of Three Hundred Dollars (\$300.00), for the violations  
22 set forth in the Administrative Complaint. Respondent further authorizes  
23 an Administrative Law Judge to sign and issue the proposed Decision  
24 forthwith.
- 25 2. Respondent shall pay to the CIWMB the sum of Three Hundred Dollars  
26 (\$300.00) on the first day of the first month following a Decision by the  
27 Administrative Law Judge.
- 28 a. Payment shall be made to the CIWMB, Attn: Tonia Hogan, at

1 P. O. Box 4025, Sacramento, CA 95812, or to such other person  
2 and/or place as the CIWMB or its agent may from time to time  
3 designate in writing. If payment by RESPONDENTS hereunder is not  
4 received within five days of the due date, then RESPONDENTS shall  
5 be deemed in default of this STIPULATION and the entire balance  
6 owed to the CIWMB will be due immediately. In addition, interest shall  
7 accrue at the modified adjusted rate per annum pursuant to Revenue  
8 and Taxation Code Section 6591.5, from the date of default.

9 b. Said amount shall constitute the full amount of the penalty in this action  
10 unless RESPONDENTS default under the terms of this STIPULATION  
11 in which case the penalty shall consist of TEN THOUSAND FIVE  
12 HUNDRED DOLLARS (\$10,500.00). Payment of said penalty shall be  
13 due on the date of default minus any amounts previously paid. Interest  
14 shall accrue at the modified adjusted rate per annum pursuant to  
15 Revenue and Taxation Code section 6591.5, from the date of default.

16 3. RESPONDENTS agree to the CIWMB recording a lien on any real  
17 property owned by RESPONDENTS for the amount of Three Hundred  
18 Dollars (\$300.00). If the CIWMB determines that RESPONDENTS have  
19 defaulted, then the lien will be for Ten Thousand, Five Hundred Dollars  
20 (\$10,500.00) less the amount paid to date. Once the balance owed is  
21 paid, the CIWMB will record a Satisfaction of Lien form.

22 4. **Waste Tire Removal Schedule:** RESPONDENTS shall complete the  
23 removal of all waste tires (whole and/or tire equivalents) from the Subject  
24 Property by no later than April 15, 2005. All tires removed from the  
25 premises must be legally transported by a Registered Waste Tire Hauler  
26 to a CIWMB approved facility. Copies of destination receipts and waste  
27 tire manifest forms must accompany each load and be submitted by  
28

1 April 30, 2005 to the CIWMB, Legal Office, Attention: Wendy A. Breckon,  
2 Staff Counsel, P. O. Box 4025, MS 5, Sacramento, CA 95812-4025.

3 5. **Property Access Authorization:** If RESPONDENTS fail to properly  
4 remove all of the tires by April 15, 2005, as provided in paragraph 4,  
5 above, and if the CIWMB elects to perform the remainder of such cleanup,  
6 then RESPONDENTS authorize CIWMB staff, their designated  
7 contractors and representatives, and other affected State and local  
8 authorities access to the Subject Property for the purpose of removing the  
9 waste tires. Any such cleanup shall be performed under the Waste Tire  
10 Stabilization and Abatement Program pursuant to the Public Resources  
11 Code (PRC) sections 42800-42855, Waste Tires. RESPONDENTS  
12 hereby certify that they are the legal owner of the Subject Property and  
13 have authority to grant such access.

14 6. **Future Storage of Tires:** RESPONDENTS stipulates that after cleanup  
15 of the site has been accomplished and approved by the CIWMB, no more  
16 than FIVE HUNDRED (500) used or waste tires may be allowed on the  
17 subject property at any time without first obtaining a waste tire facility  
18 permit. Any tires removed from the Subject Property must be legally  
19 transported by a Registered Waste Tire Hauler to a CIWMB approved  
20 facility. Copies of destination receipts and CIWMB waste tire manifest  
21 forms must accompany each load and must be maintained for three years.

22 7. **Inspections:** Upon presentation of proper credentials, CIWMB staff, an  
23 authorized agent of the CIWMB, or Kings County, shall be allowed to enter  
24 the Subject Property during regular business hours without prior notice to  
25 conduct inspections and investigations of the premises, to examine and  
26 copy tire manifests, and to take photographs of any and all tires on the  
27 premises. RESPONDENTS shall permit free and ready access to  
28

1 business records pertaining to the storage or hauling of used and waste  
2 tires.

3 8. RESPONDENTS shall obey any waste tire storage or disposal laws at  
4 Chapter 16 of the Public Resources Code (section 42800 et. seq.), and  
5 waste tire hauler laws at Chapter 19 (section 42950 et seq.) and the rules  
6 and regulations of the CIWMB now or hereafter in effect, including  
7 contracting with registered waste and used tire haulers when hauling  
8 waste or used tires, proper use of closed containers for the purposes for  
9 storing used and waste tires, and use of CIWMB manifests to document  
10 hauling of any waste tires.

11 9. **Default:** If RESPONDENTS default under the terms of this  
12 STIPULATION, then the CIWMB shall send RESPONDENTS a letter, via  
13 certified mail, notifying them of the same. Said letter shall apprise  
14 RESPONDENTS of the provision(s) of the STIPULATION of which they  
15 are in default, and will attach a copy of the Inspection Report or other  
16 report documenting the violation(s) in issue. For any CIWMB  
17 determination of a violation of the promise to cleanup the waste tire site at  
18 the Subject Property, by April 15, 2005, or for any other violation of any  
19 waste tire storage or disposal laws at Chapter 16 of the Public Resources  
20 Code (section 42800 et. seq.), said letter will further relate that the Office  
21 of Administrative Hearings will immediately issue a Decision for Ten  
22 Thousand, Five Hundred Dollars (\$10,500.00) minus any payments  
23 previously made. For any CIWMB determination that RESPONDENTS  
24 have violated any term or condition of this agreement, other than said  
25 waste tire storage or disposal laws, said letter will state RESPONDENTS  
26 will be granted a ten (10) day period of time for any default of the  
27 agreement to be cured. If the default is not cured within ten (10) days, a  
28 second letter will be issued, which will state that the CIWMB will

1 immediately issue a lien for Ten Thousand, Five Hundred Dollars  
2 (\$10,500.00) minus any payments previously made. RESPONDENTS  
3 acknowledge that they understand and agree that they will not be provided  
4 with any hearing or other opportunity to contest the Office of  
5 Administrative Hearings' determination that they are in default of this  
6 STIPULATION.

7 10. No covenant, promise, term, condition, breach or default of or under this  
8 STIPULATION shall be deemed to have been waived except as expressly  
9 so stated in writing by the CIWMB. A waiver by the CIWMB of any breach  
10 or default by RESPONDENTS under this STIPULATION shall not be  
11 deemed a waiver of any preceding or subsequent breach or default by  
12 RESPONDENTS.

13 11. RESPONDENTS have freely and voluntarily entered into this  
14 STIPULATION and have been afforded the opportunity to consult with  
15 counsel prior to entering into this STIPULATION. It is expressly  
16 understood and agreed that no representations or promises of any kind,  
17 other than as contained herein, have been made by any party to induce  
18 any other party to enter into this STIPULATION, and that said  
19 STIPULATION may not be altered, amended, modified or otherwise  
20 changed except by a writing executed by each of the parties hereto. Each  
21 party hereto agrees to execute and deliver any and all documents and to  
22 take any and all actions necessary or appropriate to consummate this  
23 STIPULATION and to carry out its terms and provisions.

24 12. RESPONDENTS waive the right, in the entitled matter to a hearing, any  
25 and all appeals and any and all rights that may be afforded pursuant to the  
26 Public Resources Code, the Administrative Procedure Act, or any other  
27 provision of law.  
28

- 1 13. This STIPULATION shall be binding and inure to the benefit of their  
2 successors, heirs and assigns of the respective parties hereto.
- 3 14. This STIPULATION and the Decision constitute the entire understanding  
4 of the parties concerning the settlement of this proceeding. There are no  
5 restrictions, promises, warranties, covenants, undertakings, or  
6 representations other than those expressly set forth herein or contained in  
7 separate written documents delivered or to be delivered pursuant hereto,  
8 and each party expressly acknowledges that he has not relied upon any  
9 restrictions, promises, warranties, covenants, undertakings, or  
10 representations other than those expressly contained herein.
- 11 15. The effective date of the Decision is the issuance of the Administrative  
12 Law Judge's decision.

13  
14 Dated: 11/15/05

Mark Leary  
MARK LEARY  
Executive Director  
CALIFORNIA INTEGRATED WASTE  
MANAGEMENT BOARD

15  
16  
17  
18 Dated: 2/11/05

Wendy Breckon  
WENDY BRECKON  
Staff Counsel  
CALIFORNIA INTEGRATED WASTE  
MANAGEMENT BOARD

19  
20  
21  
22 Dated: 11/11/05

Rudy R. Armenta  
RUDY R. ARMENTA  
Owner and Operator  
ARMENTA'S AUTO WRECKING

23  
24  
25  
26 Dated: 11/11/05

Virginia Armenta  
VIRGINIA ARMENTA  
Owner  
ARMENTA'S AUTO WRECKING