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**Background**

The Department of Resource Management is authorized by 14 CCR §§18051 and 18084 as the Local Enforcement Agency (LEA) for Solano County. In accordance with Title 14, California Code of Regulations (14 CCR), section 17211 et al., the LEA is authorized to enter into a stipulated agreement with an operator of a permitted solid waste facility for the purpose of granting a Temporary Waiver of Terms of a Solid Waste Facilities Permit (SWFP).

On May 03, 2001, the LEA issued a revised SWFP to Norcal Waste Systems Hay Road Landfill ("Operator") to operate a disposal facility receiving up to 2,500 tons per month of asbestos.

On or about November 1, 2008, Operator started to receive ACW from the Travis Air Force Base. Operator notified the LEA that the ACW fire waste would exceed the permit limit of 2500 tons per month. The fire at Travis Air Force Base is singular event and the waiver will last only to the end of the emergency clean-up in approximately 90 days.

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**SWFP Term/Condition  
Waiver Requested**

On November 21, 2008, the Operator submitted a request for Temporary Stipulated Agreement to increase the permitted tonnage limit of asbestos from 2,500 tons per month to 2,900 tons per month from November 2008 through January 2009.

The temporary waiver is solely for the purpose of allowing Operator to receive Asbestos Containing Waste (ACW) in excess of permitted tonnage from the emergency clean-up of the major fire at Travis Air Force Base.

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**LEA Determinations**

In accordance with the requirements found in 14 CCR § 17211.4, the LEA has made the following determinations:

- A temporary emergency exists.
- The Operator has a valid SWFP.
- The facility is in compliance with state minimum standards and the terms and conditions of the SWFP.
- Operation under the terms of the stipulated agreement will not pose a threat to public health or safety or the environment.
- It is necessary to waive the specified terms and conditions of Operator's SWFP to protect the public health and safety or the environment in that the waste generated by the Travis AFB fire was characterized as containing ACW. Prompt removal of the ACW will eliminate the public health and safety threat to occupants and visitors of Travis Air Force Base.

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**Terms and Conditions of the Agreement**

The request to increase asbestos tonnages to 2,900 tons per month is granted for a period not to exceed January 31, 2009, subject to the following terms and conditions:

- This Stipulated Agreement will commence on November 25, 2008 and will expire on January 31, 2009. A written request for extension to this expiration date may be submitted for good cause at least 10 days before the end of the waiver period.
- Operator may exceed the permitted tonnage of 2500 tons per month for ACW. When the emergency clean-up is finished at Travis Air Force Base for the fire damaged material, even if before the January 31, 2009 date, this Stipulated Agreement will be terminated.
- Operator will ensure that there will be adequate soil cover for the additional ACW and the operations meet all SMS.
- All SWFP terms and conditions which are not subject of this Stipulated Agreement shall remain in full force and effect. The issuance of this Stipulated Agreement is not approval for Operator to disregard or disobey other permits which it currently operates under, or any applicable law or regulation governing its operation
- Operator shall ensure that facility operations will return to the permitted 2,500 tons per month if any problems arise at the facility as a result of this waiver.
- No other term or condition of the SWFP may be violated during the period of this agreement.
- This Stipulated Agreement shall be effective as to each party as of the date such party signs the agreement documents.
- This Stipulated Agreement can be revoked or cancelled by the LEA without advance notice in accordance with 14 CCR § 17211.2 (g)

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**Operator Reporting Requirements**

The Operator shall submit a written report to the LEA within 10 days prior to the termination date of the stipulated agreement.

The written report shall include (14 CCR § 17211.6):

- Information regarding changes in operation or design that took place as a result of the stipulated agreement.
- Description of steps taken to find a longer term and/or permanent solution to address the unforeseeable circumstance.
- Either a request to discontinue the Stipulated Agreement on a date certain, or a request to continue the Stipulated Agreement for another 90 days

If the agreement is extended beyond January 31, 2009, the Operator shall submit a subsequent report once every 10 days prior to the termination date of the Stipulated Agreement. Nothing in this Stipulated Agreement limits the LEA ability to enforce solid waste statutes, regulations, and local ordinances. State solid waste laws and regulations and local solid ordinances are cumulative to this agreement.

County of Solano, Resource Management  
Department, Local Enforcement Agency

Dated: Nov 25, 2008

By: Ricardo M. Ferraro  
for Terry Schmidtbauer, EH Manager

Norcal Waste Systems, Inc. Hay Road Landfill

Dated: Nov 25, 2008

By: Greg Pryor  
Greg Pryor, General Manager