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ARLEEN P. TAYLOR
EXECUTIVE OFFICER

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November 27, 2013

#1 BOS/BCA

Mayor Eric Garcetti
Room No. 305
City Hall
Attn: Mandy Morales

Subject: AUTHORITY TO AWARD AND EXECUTE A PERSONAL SERVICES CONTRACT WITH USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT EL SOBRANTE LANDFILL FOR MUNICIPAL SOLID WASTE DISPOSAL SERVICES

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval and authorization to execute a new Personal Services Contract with USA Waste of California, Inc. dba Waste Management El Sobrante Landfill for municipal solid waste disposal services.

It is also requested, approval and execution of a 6-month Letter of Agreement with USA Waste of California, Inc. dba Waste Management El Sobrante Landfill for municipal solid waste disposal services to continue interim disposal services. This Letter of Agreement will expire upon execution of the new contract with USA Waste of California, Inc. dba Waste Management El Sobrante Landfill.

FISCAL IMPACT

The cost estimate for disposal services for the first five years of this proposed agreement is $25,500,000. Funding for this Fiscal year (FY 2013-2014) in the amount of $2,500,000 is available in Fund 508, Dept. 50, Account 50KX82, Object 602, titled "Operating Supplies and Expense". The remaining funding in the amount of $23,000,000 will be requested in future fiscal years' Bureau of Sanitation operating budget.

Respectfully submitted,

Arleen P. Taylor, Executive Officer
Board of Public Works

APT/TS:mp

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
November 27, 2013

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
NOV 27 2013

Executive Officer

CD: ALL

AUTHORITY TO AWARD AND EXECUTE A PERSONAL SERVICES CONTRACT WITH USA WASTE OF CALIFORNIA, INC., dba WASTE MANAGEMENT EL SOBRANTE LANDFILL FOR MUNICIPAL SOLID WASTE DISPOSAL SERVICES

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and the City Council with the request that the Board of Public Works (Board) be authorized to execute a new personal services contract with USA Waste of California, Inc. dba Waste Management El Sobrante Landfill (El Sobrante) for municipal solid waste disposal services.

2. Approve the execution of a six-month Letter of Agreement (LOA) with USA Waste of California, Inc. dba Waste Management El Sobrante Landfill (El Sobrante) for municipal solid waste disposal services to continue interim disposal services. This LOA will expire upon execution of the new contract with USA Waste of California, Inc. dba Waste Management El Sobrante Landfill (El Sobrante).

3. Upon approval by the Mayor and City Council, authorize the President or two members of the Board to execute the contract, and;

4. Return the executed contract to Nicoleta Serbanescu at 213-483-3592 for further processing.

TRANSMITTALS

1. Copy of the adopted Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, dated February 1, 2012, authorizing the Bureau of Sanitation (LASAN) to distribute a Request for Proposals (RFP) for processing/disposal and hauling services for residual municipal solid waste (MSW) in the City of Los Angeles.

2. Copy of the adopted Bureau of Sanitation and Bureau of Contract Administration Joint Board report No. 1, dated April 8, 2013, authorizing LASAN to negotiate personal services contracts for the processing/disposal and hauling services for residual MSW in the City of Los Angeles.

3. Copy of the proposed personal services contract between the City of Los Angeles (City) and USA Waste of California, Inc. dba Waste Management El Sobrante Landfill for disposal services.

4. Copy of the Adopted Bureau of Sanitation Board Report No. 2 dated January 7, 2013 presenting to the Board the results of the Business Inclusion Program evaluations for the Processing/Disposal and Hauling Services for the Residual Municipal Solid Waste in the City of Los Angeles.

DISCUSSION

Background

On February 1, 2012, the Board authorized LASAN to distribute an RFP and to negotiate contract(s) for Processing/Disposal and Hauling Services for Residual Municipal Solid Waste (MSW) in the City of Los Angeles (Transmittal No. 1). The scope of work in the RFP was to process/dispose 300 to 600 tons per day (tpd) of residual MSW and up to 3,000 tpd of residual MSW during adverse conditions at the City's primary landfill.

Of the ten (10) proposal submitted for the RFP, a total of five (5) proposals for the Processing/Disposal Services were submitted from the following companies: CR&R, Inc., MDSI of LA/ Waste Connections, Inc., San Bernardino County Department of Public Works Solid Waste Management Division, USA Waste of California, Inc. dba Waste Management El Sobrante Landfill, and City Terrace Recycling, LLC. All proposals were evaluated and on April 8, 2013, the Board authorized LASAN to negotiate personal services contracts with the first ranked El Sobrante and the second ranked San Bernardino County Department of Public Works Solid Waste Management Division (San Bernardino) (Transmittal No. 2). LASAN will continue to consider a possible future agreement with San Bernardino through a Memorandum of Understanding.

LASAN currently has a Supplemental Agreement with El Sobrante which will expire on December 31, 2013. El Sobrante has been a reliable and responsible contractor. They also have multiple landfills that will be made available to the City during adverse conditions at the City's primary landfill.

In order to continue providing these essential disposal services to the City, LASAN is recommending that the Board authorize the award and execution of a personal services contract for disposal services with El Sobrante (Transmittal No. 3).

Scope of Services

El Sobrante will be required to perform the following:

- Accept and dispose of 300 to 600 tons per day of residual MSW at the landfill.
- Accept and dispose additional residual MSW at the landfill during adverse conditions at the City's primary disposal facility.
- Operate and maintain the landfill in compliance with all permits and applicable laws.

Proposed Term of Contract
The term of the agreement will be five (5) years from the date of execution with two five (5) year renewal options at the City's discretion.

Performance and Payment Bonds
El Sobrante will provide the City with a Performance Bond set at $ 1,100,000.

Notification of Intent to Contract
The required Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on August 16, 2010.

Charter Section 1022
On January 5, 2011, the CAO determined that City employees have the expertise to perform the work. However it is more feasible to contract out the work because the City does not own or operate a landfill and does not have the necessary equipment, facilities, and operating permits. Acquisition of these items may not be achieved in a timely manner nor serve the City's best interests.

Business Inclusion Program
In compliance with the Mayor's Executive Directive No. 14, this contract is subject to the Business Inclusion Program (BIP) requirements. LASAN established anticipated subcontractor participation levels of 4% MBE, 2% WBE, 1%SBE, 1%EBE, and 1% DVBE. On January 7, 2013, the Board Adopted a LASAN Report that found El Sobrante and San Bernardino responsive for successfully completing the BIP Evaluation (Transmittal No. 4).

El Sobrante has no pledged subcontractors for this project at this time. El Sobrante will be encouraged to utilize subcontractors in the future.

Local Business Preference Program
Of the proposals received in response to the RFP for Processing/Disposal of Residual Municipal Solid Waste in the City of Los Angeles (Transmittal No. 1), staff has verified that CR&R, Inc. was the only certified Local Business Enterprise (LBE). Eight (8) additional points were awarded to CR&R, Inc., and these points were included in their score listed in Table 1 of the Transmittal No. 2. Based on these findings, the Local Business Preference Program did not affect the ranking of the four (4) Proposers.

Other City Requirements
El Sobrante shall comply with all City requirements including the following:

- City Business Tax Registration Certificate
- City of Los Angeles Non-Discrimination – Equal Employment Opportunity – Affirmative Action Program

- Non-Collusion Affidavit
- Municipal Lobbying Ordinance/ Bidder Certification CEC Form 50
- City of Los Angeles Contract History form
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions/ Bidder Certification CEC Form 55
- Child Support Obligation Policy
- Americans with Disabilities Act

Contractor Responsibility Ordinance
All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677, (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the contract subject to termination pursuant to the conditions expressed therein.

Contract Administration
The responsibility for the administration of this contract will be with the Solid Resources Support Services Division of LASAN.

Contractor Performance Evaluation
In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of this contract.

Headquarters and Workforce Information
The headquarters of El Sobrante Landfill is located at 9081 Tujunga Avenue, Sun Valley, CA 91352. The contractor has a staff of 44,300 employees, 97 of which reside within the City of Los Angeles.

City Attorney Review
The City Attorney's Office reviewed the attached contract and approved it as to form.

STATUS OF FINANCING

The cost estimate for disposal services for the first five (5) years of this proposed agreement is $25,500,000. Funding for this Fiscal Year (FY 2013 – 2014) in the amount of $2,500,000 is available in Fund 508, Dept. 50, Account 50KX82, Object 602, titled "Operating Supplies and Expense". The remaining funding in the amount of $23,000,000 will be requested in future fiscal years' Bureau of Sanitation operating budget.

The contract shall include a Financial Liability Clause, which states, "The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

Respectfully Submitted,

ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

JOHN L. REAMER, Jr., Inspector
Bureau of Contract Administration

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

APPROVED AS TO FUNDS:

VICTORIA A. SANTIAGO, Director
Office of Accounting
Date 11/22/2013

Prepared by:
Rowena Romano, SRSSD
(213) 485-3626

JTH 1 BOS BCA 11-27-2013

TRANSMITTAL 1

AS AMENDED**
ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

FEB - 1 2012

Executive Officer

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
FEBRUARY 1, 2012

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS (RFP) AND TO NEGOTIATE CONTRACTS FOR PROCESSING/DISPOSAL and HAULING SERVICES FOR RESIDUAL MUNICIPAL SOLID WASTE (MSW) IN THE CITY OF LOS ANGELES

RECOMMENDATIONS

Authorize the Director of Bureau of Sanitation (Bureau) to:

1. Distribute and advertise the transmitted Request for Proposals (RFP) for the Processing/Disposal and Hauling services for residual municipal solid waste in the City of Los Angeles.

2. Evaluate the proposals, select, and interview the most qualified proposer(s) based on established rating criteria.

** 3. Return to the Board with recommendations on negotiating a contract to perform the work.

TRANSMITTALS

1. Copy of the RFP for the Processing/Disposal and Hauling Services for Residual Municipal Solid Waste in the City of Los Angeles.

2. Copy of the mailing list for distribution of the RFP.

DISCUSSION

Project Background:
The City of Los Angeles (City) is responsible for the collection of residential municipal solid waste (MSW) from over 750,000 single family residences and small apartment complexes (four (4) units or less). On a daily average, the City collects 3,600 tons of residual MSW (i.e., post-source separated MSW or black bin material), 1,800 tons of yard trimmings (i.e., green bin material), and 900 tons of recyclables (i.e., blue bin material) from these single family residences and small apartment complexes.

The Bureau operates a fleet of over 770 heavy-duty vehicles for the collection of residential MSW from six collection districts or wastesheds: East Valley, West Valley, West Los Angeles, North Central, South Los Angeles, and Harbor.

About 1,300 tpd (36 percent) of residual MSW collected in the East Valley and West Valley wastesheds is directly hauled to Republic Service's Sunshine Canyon Landfill (SCL) in Sylmar (C-93688). South Los Angeles, North Central, and West Los Angeles districts deliver about 1,870 tpd (52 percent) of residual MSW to the City's Central Los Angeles Recycling and Transfer Station (CLARTS). Of the 1,870 tons transloaded at CLARTS, 1,270 tons is hauled to SCL and 600 tons is hauled to Waste Management's El-Sobrante Landfill in Corona (C-110742). The West Los Angeles collection district also delivers about 230 tpd (6.4 percent) of residual MSW to the Southern California Disposal & Recycling (SCD) transfer station in Santa Monica (C-109961) to be transloaded for transport to SCL. In the Harbor wasteshed, about 100 tpd (2.8 percent) of residual MSW is transloaded and hauled through the Falcon Transfer Station (owned by Republic Services), and another 100 tpd (2.8 percent) is sent to the South East Resource Recovery Facility (SERRF) in Long Beach for energy recovery. SERRF is owned by the City of Long Beach and the County Sanitation Districts of Los Angeles through a Joint Powers Authority agreement.

At CLARTS, the residual MSW is transloaded onto semi-tractor trailers operated by contracted private haulers. In addition, private waste (100 to 150 tpd) received at CLARTS is transloaded into semi-tractor trailers for transport to designated landfills. CLARTS also anticipates accepting yard trimmings material at their facility and will separately transload and transport this material to designated facilities for processing into mulch or compost. CLARTS has a capacity of receiving up to 4,025 tpd of solid waste.

The Bureau's disposal service contracts with Waste Management's El-Sobrante, Palmdale, and Lancaster landfills were approved by the Board on August 18, 2006 and have expired on December 31, 2011. These disposal services are important to the Bureau's efforts to maintain contingent disposal services at competitive rates. In addition, City contracts with the private haulers (Mario's Trucking (C-107821), Cabo Transport (C-107822), K&A Transportation (C-107823), and Ecology Auto Parts (C-107824)) for waste transportation from CLARTS were approved by the Board on August 30, 2004, and all have expired as of December 31, 2011. The hauling services are crucial to managing residual MSW generated from the South Los Angeles, North Central, and West Los Angeles wastesheds. On November 16, 2011, the Board adopted a Motion to extend all these contracts on a month-to-month basis until new contracts are fully executed.

Therefore, the City seeks the distribution of a new RFP (Transmittal #1) to replace the existing disposal and hauling contracts to fulfill the City's needs. The ability for the City to contract with more than one disposal facility has served the City well, especially in the event of an emergency or adverse condition at one of the primary disposal sites.

In addition, it is prudent for the City to secure these contingent disposal services at a competitive rate prior to the closure of the Puente Hills Landfill in Whittier on October 31, 2013. When the Puente Hills Landfill closes, the capacity for the Los Angeles Region to dispose of about 12,000 tpd of residual MSW will be lost, generating less disposal capacity in the region and therefore likely increasing landfill disposal costs.

Proposed Term of Contract:
The proposed contract term for each contract will be five (5) years with one (1) renewal option for an additional five (5) years. These proposed contracts will replace the existing contracts with Waste Management (C-110742), Mario Trucking (C-107821), Cabo Transport (C-107822), K&A Transportation (C-107823), and Ecology Auto Parts (C-107824).

REQUEST FOR PROPOSALS (RFP):
This RFP is a solicitation for proposals from qualified and experienced contractors to provide the following services, which are separated into PART 1 and PART 2:

PART 1: PROCESSING / DISPOSAL SERVICES

1. Processing and/or disposal services for 300 tpd (minimum) up to 600 tpd (maximum) of residual MSW.

Processing may include existing technologies for resource recovery or beneficial reuse as an alternative to directly disposing the material.

PART 2: HAULING SERVICES

1. Hauling services for up to 500 tpd of private waste from CLARTS to sites designated by the City.

2. Hauling services for 1,800 to 2,500 tpd of residual MSW from CLARTS to Sunshine Canyon Landfill and other sites designated by the City.

3. Hauling services for up to 400 tpd of yard trimmings to designated facilities.

The above listed tonnages are subject to change depending on operational and/or economic conditions.

Private haulers will be required to comply with the California Air Resources Board's Certified Best Available Control Technology (BACT) for Particulate Matter (PM) and Nitrogen Oxide (NO_X) reduction and any regulations under the South Coast Air Quality Management District's Fleet Rule 1193 for clean on-road residential and commercial refuse collection vehicles.

Rationale for Using a RFP

The RFP process is being employed to solicit available services for the greatest benefit to the City at the most competitive rate. A review committee consisting of City staff will evaluate all proposals to determine which proposal or combination of proposals according to the evaluation criteria indentified in Tables 1 and 2 will bring the greatest benefit to the City. Separate evaluation teams will be formed for the processing/disposal services and the hauling services proposals, respectively.

Selection Process and Evaluation Criteria:
The Bureau will send a letter to all firms listed in Transmittal No. 2 notifying them of the RFP. Review of proposals will be conducted by two (2) separate Bureau evaluation teams, one for Processing/Disposal Services and another for Hauling Services, in accordance with the evaluation criteria listed below. The Bureau will then negotiate contract(s) with the most qualified proposer(s). The Bureau will return with a recommendation to the Board for authorization to enter into contract(s) with the selected proposer(s) and forward the contract(s) to the Mayor and City Council for approval.

Table 1. Evaluation Criteria for Processing/Disposal Services Proposals

Item No.	Category	Points
1	Prior Experience • At least 5 years of operational experience • Statement of Qualifications • Reference Facilities	0 - 10
2	Proposal Responsiveness • Overall responsiveness to RFP guidelines and objectives	0 – 10
3	Technical Requirements • Overall feasibility of operations • City capacity • Adequate supplies, equipment, and staffing • Permit and Regulatory compliance • Contingency plans	0 – 20
4	Financial Requirements • Performance bonds • Financial statements	0 - 20
5	Proposed Service Fee • Based on a cost per ton ($/ton) • All-inclusive cost for services • Direct-haul and Transfer-haul options	0 - 40
TOTAL MAXIMUM POINTS		**100**

Table 2. Evaluation Criteria for Hauling Services Proposals

Item No.	Category	Points
1	Prior Experience • At least 5 years of operational experience • Statement of Qualifications	0 - 10
2	Proposal Responsiveness • Overall responsiveness to RFP guidelines and objectives	0 - 10
3	Technical Requirements • Overall feasibility of operations • Adequate supplies, equipment, and staffing • Permit and Regulatory compliance • Employer Pull Notice Program	0 - 20
4	Proposed Service Fee • Based on a cost per load ($/load)for each designated delivery site • All-inclusive cost for services	0 - 60
TOTAL MAXIMUM POINTS		**100**

Business Inclusion Program:
The Business Inclusion Program will be in compliance with the Mayor's Executive Directive No. 14. The Bureau has established anticipated participation levels of 4 percent MBE, 2 percent WBE, 1 percent SBE, 1 percent EBE, and 1 percent DVBE for each of the contracted services.

Local Business Preference Program:
The award of each contract will be subject to the Local Business Preference Program requirements.

World Wide Web:
The RFP will be posted on the City's World Wide Web site in compliance with City Council Motion 95-1060S2 (www.labavn.org).

Newspaper/Journal Announcement:
Upon authorization from the Board, this RFP will be advertised in at least one local newspaper.

Compliance with Board RFP Policy:
As per Board policy, the RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

Other City Requirements:
All proposers will be required to comply with the following City policies and requirements:

- City Business Tax Registration Certificate
- City of Los Angeles Non-Discrimination – Equal Employment Opportunity – Affirmative Action Program
- Insurance and Bonds
- Equal Benefits Ordinance package
- Business Inclusion Program Requirements
- Living Wage Ordinance and Service Contractor Worker Retention Ordinance
- Slavery Disclosure Ordinance
- Los Angeles Residence Information Form
- Non-Collusion Affidavit
- Municipal Lobbying Ordinance/ Bidder Certification CEC Form 50
- City of Los Angeles Contract History form
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions/ Bidder Certification CEC Form 55
- Child Support Obligation Policy
- Americans with Disabilities Act
- Local Business Preference Program

Attachments and forms pertaining to these requirements are included in the RFP.

Notification of Intent to Contract:
The required Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on August 16, 2010.

Charter Section 1022:
The Office of the CAO released the Charter 1022 determination on January 5, 2011 stating that there is insufficient existing City staff to perform the work proposed to be contracted and additional staff cannot be employed and trained in a timely manner to meet the department's needs. In addition, the CAO noted that the City cannot perform the disposal services as it does not currently own or operate a landfill or alternative technology processing facility. There is also insufficient City staff to perform the waste hauling tasks, which may necessitate the acquisition of vehicles, equipment, fleet storage, and maintenance facilities which may not serve the City's best interest, and that the Contractor will be responsible for the handling of the residual MSW beyond the CLARTS distribution point.

Contractor Responsibility Ordinance:
The most qualified proposer will be subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation:
In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of these Personal Services Contracts shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of the contract.

Contract Administration:
The Bureau of Sanitation's Solid Resources Support Services Division (SRSSD) will manage the disposal/processing contract(s) and the Solid Resources Processing and Construction Division (SRPCD) will manage the hauling contract(s).

Estimated Value of Contract:
The estimated value over ten (10) years (including one (1) five (5) year contract term with one (1) five (5) year renewal option) of the contracts is $57,724,812 for disposal/processing services and $64,473,758 for hauling services. The funding sources are the Solid Waste Resource Revenue Fund (Fund 508) and the Central Los Angeles Recycling and Transfer Station Fund (Fund 47R). There is no impact to the General Fund.

Future Action:
Subsequent to the negotiation of the contract, the Bureau will request the Board for authority to award and execute the contract(s) negotiated with the highest rated proposer(s).

Respectfully submitted,

ENRIQUE C. ZALDIVAR, Director

JOHN L. REAMER JR., Director
Bureau of Contract Administration

COMPLIANCE REVEW PERFORMED
AND APPROVED BY:

HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Prepared by:
Rowena Romano, SRSSD
(213) 485-3626

JTH1 BOS BCA 11-27-2013

TRANSMITTAL 2

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
April 8, 2013

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

APR - 8 2013

Executive Officer

CD: ALL

AUTHORITY TO NEGOTIATE PERSONAL SERVICES CONTRACTS FOR THE PROCESSING/DISPOSAL AND HAULING SERVICES FOR RESIDUAL MUNICIPAL SOLID WASTE (MSW) IN THE CITY OF LOS ANGELES

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation (Bureau) to:

1. Negotiate contracts with USA Waste dba Waste Management El-Sobrante and San Bernardino County for disposal services.

2. Negotiate contracts with CR&R Inc., Ecology Auto Parts, Inc., Mario's Trucking Corp., and K&A Transportation, Inc. for hauling services.

3. Return to the Board of Public Works (Board) for authority to award and execute the contracts.

TRANSMITTALS

1. Copy of Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, dated February 1, 2012, requesting authority to distribute an RFP for the Processing/Disposal and Hauling Services for Residual Municipal Solid Waste in the City of Los Angeles.

2. Copy of Request For Proposals (RFP) for the Processing/Disposal and Hauling Services for Residual Municipal Solid Waste (MSW) in the City of Los Angeles.

3. Copy of Addenda 1 through 6 to the RFP for the Processing/Disposal and Hauling Services for Residual Municipal Solid Waste (MSW) in the City of Los Angeles as posted on Los Angeles Business Assistance Virtual Network (LABAVN).

4. Copy of Board Report, dated January 7, 2013, requesting approval of Business Inclusion Program (BIP) results.

DISCUSSION

Project Background

The Request for Proposals (RFP) solicitation for Processing/Disposal and Hauling Services for Residual Municipal Solid Waste (MSW) in the City of Los Angeles was authorized by the Board on February 1, 2012 (Transmittal No. 1). The RFP was made available on the Los Angeles Business Assistance Virtual Network (LABAVN) on February 8, 2012 (Transmittal No. 2). A pre-proposal meeting was held at the Public Works Building on February 22, 2012, in which a total of 51 people attended. Addenda 1, 2, and 3 were issued to address changes to the RFP. Answers to questions asked by proposers were posted on LABAVN on March 7, 2012 (Addendum 4). The original proposal submittal deadline was March 30, 2012; however, at the request of the proposers, the deadline was extended until April 30, 2012 (Addendum 5), and again extended for the same reason, to May 30, 2012 (Addendum 6). Addenda 1 to 6 can be found in Transmittal No. 3.

The RFP solicited two (2) separate types of services, 1) Processing/Disposal services and 2) Hauling services for residual MSW. Proposers were allowed to propose on either or both of the requested services. Proposers who wanted to propose on both services were required to submit two (2) separate proposals.

On the submittal deadline, the City received a total of ten (10) proposals, five (5) proposals for processing/disposal services, and five (5) proposals for residual MSW hauling services. One (1) company proposed on both services. All proposals were sent to the Bureau's Centralized Contracts Unit (CCU) for evaluation of the BIP outreach requirements. CCU deemed all of the proposers responsive to the City's BIP outreach requirements, with the exception of City Terrace Recycling, LLC. The Board approved CCU's BIP results on January 7, 2013 (Transmittal 4).

The evaluation and scoring of the proposals were completed by two (2) separate Evaluation Panels. Following CCU's determination, the two (2) Evaluation Panels completed their evaluation and scoring of only the BIP responsive proposals. Each Evaluation Panel consisted of five (5) Bureau of Sanitation Solid Resources staff who evaluated the proposals based on the criteria established in the RFP.

RFP EVALUATION - PART 1: PROCESSING/DISPOSAL SERVICES

Scope of Work

1. Processing and/or disposal services for 300 tons per day (tpd) (minimum) up to 600 tpd (maximum) of residual MSW.

2. Processing and/or disposal services for up to 3,000 tpd of residual MSW during adverse conditions at the City's primary disposal facilities.

Description of Proposals

The four (4) processing/disposal proposals were evaluated and are described below. The panel members also conducted local site visits of the proposer's facilities from July 18 to July 26, 2012.

CR&R Incorporated

CR&R proposed two options: 1) process, transport, and dispose or 2) transport and dispose of residual MSW. CR&R's Transfer Material Recovery Facility is located in Stanton, CA, which is 24 miles south of the Central Los Angeles Recycling and Transfer Station (CLARTS). Their processing facility includes a combination of manual and mechanical sorting systems to separate recyclables from the MSW. Sorted recyclables are baled or packaged for end-markets, and the remaining material is landfilled.

CR&R's facility is not located near a freeway, and requires driving through residential and business roadways. Their operating hours are also not consistent with City needs, and at the time of the site visit, CR&R did not have sufficient capacity at their facility to receive City waste. In addition, their proposal lacked the financial documents as requested in the RFP. CR&R is a certified Local Business Enterprise.

MDSI of LA, Waste Connections Inc.

MDSI of LA is a wholly owned subsidiary of Waste Connections, Inc. MDSI proposed three disposal options: 1) Disposal at their Chiquita Canyon landfill located in Castaic, CA (44 miles north of CLARTS) at 600 tons per day and up to 3,000 tons per day during adverse conditions, 2) Disposal at their Avenal Regional landfill located in Avenal, CA (193 miles north of CLARTS) at 600 tons per day and up to 3,000 tons per day during adverse conditions, or 3) Disposal at their Chiquita Canyon landfill as the primary facility, and contingency services at the Avenal Regional landfill.

MDSI's second option was proposed on the condition that the City would bear the cost of transporting the material to the Avenal Regional Landfill. MDSI's third option was proposed in the event that they are not able to renew their Chiquita Canyon Landfill Conditional Use Permit (CUP) which will expire on November 24, 2019. MDSI is currently in the process of revising their CUP.

The Chiquita Canyon landfill is located near a major freeway and the operating hours are consistent with City needs.

San Bernardino County Department of Public Works Solid Waste Management Division

The San Bernardino County Department of Public Works Solid Waste Management Division proposed disposal capacity of 600 tons per day of residual MSW at their Mid-Valley Landfill in Rialto, CA (54 miles from CLARTS) and up to 3,000 tons per day during adverse conditions. In addition, they offered contingency services at their San Timoteo Landfill located in Redlands, CA (66 miles east of CLARTS).

San Bernardino County contracts with Burrtec Waste Industries, Inc. for the operation and maintenance of their solid waste facilities, whereas the County manages the scales and capital improvement projects.

The Mid-Valley landfill is located near a major freeway. The current operating hours are not consistent with City needs; however per their proposal these hours can be modified.

USA Waste of California, Waste Management

USA Waste of California is a wholly owned subsidiary of Waste Management. USA Waste of California proposed disposal capacity for 600 tons per day of residual MSW at the Waste Management El-Sobrante Landfill located in Corona, CA (58 miles from CLARTS) and up to 3,000 tons per day during adverse conditions. In addition, they offered 100 tons per day contingency disposal services at their Simi Valley Landfill located in Simi Valley, CA (46 miles northwest of CLARTS).

USA Waste of California dba Waste Management was created in 1994, and operates as a public-private partnership with Riverside County. Waste Management conducts all operations of the landfill while Riverside County controls transactions at the scale house. USA Waste of California has previously held contracts with the City for residual MSW disposal services since 2006 (C-110742), providing their El-Sobrante landfill for primary disposal of residual MSW, and Lancaster and Palmdale Landfills for contingency disposal services.

The landfill is located near a major freeway, and the operating hours maintained is consistent with the City's needs.

Evaluation and Scoring of Proposals
The Evaluation Panel scored and ranked the processing/disposal proposers based on the RFP criteria and the facility site visits. The scoring was based on the following criteria:

- Prior Experience (10%),
- Proposal Responsiveness (10%),
- Technical Requirements (20%),
- Financial Requirements (20%),
- Proposed Service Fee (40%).

The following table shows the rank and score of each processing/disposal proposer.

Table 1. Scores and Ranks of the Processing/Disposal Proposals

Rank	Proposer	Score
1	USA Waste of California / Waste Management	91.79
2	San Bernardino County Department of Public Works Solid Waste Management Division	86.79
3	MDSI of LA, Waste Connections	68.72
4	CR&R	46.87

USA Waste of California was ranked first with a score of 91.79. As a whole, their proposal was found to satisfy and exceed the needs of the City. The City has held contracts with USA Waste of California dba Waste Management and their company has proven to be reliable. Their personnel have been very responsive to the City, especially when the City's primary facility (i.e., Sunshine Canyon Landfill) experiences adverse conditions. The City has not experienced any adverse conditions days at the El-Sobrante landfill whereby disposal services could not be rendered to the City. Furthermore, Waste Management has several other locally available landfills that may provide the City with multiple disposal alternatives during adverse conditions. The El-Sobrante landfill does not have any CUP conditions on its Solid Waste Facility Permit, and has an estimated closure date of Year 2045.

San Bernardino County was ranked second with a score of 86.79. As a whole, their proposal was found to satisfy the needs of the City. Although the operating hours at the landfill are from 7 AM to 5 PM, per their proposal, these hours can be modified as necessary. In addition, the proposal offered contingency services at the Timoteo Landfill. The Mid-Valley Landfill does not have any CUP conditions on its Solid Waste Facility Permit, and has an estimated closure date of Year 2033.

MDSI of LA (Waste Connections) was ranked third with a score of 68.72. The Chiquita Canyon Landfill has a pending CUP expiration date of November 24, 2019, and the proposed contingent landfill is 193 miles north of Los Angeles. Thus the proposal does not provide the operational flexibility needed by the City.

CR&R was ranked fourth with a score of 46.87. The proposed facility does not have sufficient capacity for City waste nor did the proposal provide sufficient planning for contingencies during disruptions. In addition, the operating hours are not consistent with City needs. Therefore, the proposal does not fully meet the needs of the City.

RFP EVALUATION - PART 2: HAULING SERVICES

Scope of Work

1. Hauling Services for up to 500 tpd of private waste from CLARTS to disposal sites designated by the CITY.

2. Hauling Services for 1,800 to 2,500 tpd of residual MSW from CLARTS to Sunshine Canyon Landfill and other sites designated by the CITY.

3. Hauling Services for up to 400 tpd of yard trimmings to designated facilities.

Description of Proposals

Five (5) hauling services proposals were evaluated. The panel members conducted interviews from August 23 to August 28, 2012.

CR&R Incorporated

CR&R proposed to haul solid waste from CLARTS to all destinations requested by the RFP at the cost terms proposed with no specified base price for the fuel. CR&R proposed to haul the solid waste using trucks and trailers they currently own that are compliant with South Coast Air Quality Control Management District's Rule 1193.

CR&R has been providing hauling services from CLARTS as a subcontractor of Cabo Transport Services since January 2011 (C-107822).

Mario's Trucking

Mario's Trucking proposed to haul solid waste from CLARTS to all destinations requested by the RFP at the cost terms proposed with a specified fuel base price. Mario Trucking proposed to haul the solid waste using trucks and trailers they currently own that are compliant with South Coast Air Quality Control Management District's Rule 1193.

Mario's Trucking has been providing hauling services from CLARTS since January 2005 (C-107821).

Ecology Auto Parts

Ecology Auto Parts proposed to haul solid waste from CLARTS to all destinations requested by the RFP at the cost terms proposed with a specified fuel base price. Ecology Auto Parts proposed to haul the solid waste using trucks and trailers they currently own that are compliant with South Coast Air Quality Control Management District's Rule 1193.

Ecology Auto Parts have been providing hauling services from CLARTS since September 2008 (C-107824).

K&A Transportation

K&A Transportation proposed to haul solid waste from CLARTS to all destinations requested by the RFP at the cost terms proposed with a specified fuel base price. K&A Transportation proposed to haul the solid waste using trucks and trailers they currently own that are compliant with South Coast Air Quality Control Management District's Rule 1193.

K&A Transportation has been providing hauling services from CLARTS since January 2005 (C-107823).

Titan Disposal

Titan Disposal proposed to haul solid waste from CLARTS to all destinations requested by the RFP at the cost terms proposed with no specified base price for the fuel. Titan Disposal proposed to haul the solid waste using trucks and trailers that they will purchase after the signing of the contract with the City that are compliant with South Coast Air Quality Control Management District's Rule 1193.

Titan Disposal has not provided hauling services for CLARTS in the past.

Evaluation and Scoring of Proposals
The Evaluation Panel scored and ranked the hauling proposers based on the RFP evaluation criteria as follows:

- Prior Experience (10%),
- Proposal Responsiveness (10%),
- Technical Requirements (20%),
- Proposed Service Fee (60%).

The following table shows the rank and score of each hauler proposer that was evaluated.

Table 2. Scores and Ranks of the Hauling Proposals

Rank	Proposer	Score
1	CR&R Incorporated	95
2	Ecology Auto Parts, Inc.	85
3	Mario's Trucking Corp.	70
4	K&A Transportation, Inc.	67
5	Titan Disposal LLC	48

CR&R Incorporated, Ecology Auto Parts, Mario's Trucking and K&A Transportation proposals completely responded to each section of the RFP. As a whole, including their past experience with CLARTS, responsiveness and technical ability were found to satisfy the needs of the City. Average service fees were calculated to include the 14 destinations and the alternate site service fee for each proposer to allocate the rankings and scores for service fees.

Titan disposal was the least responsive. Titan is a new company incorporated in February 2012 with no trucks or trailers.

Proposed Term of Contracts
The term of agreement for each contract will be for five (5) years from the date of contract execution with one (1) five-year renewal option.

City Requirements
The selected contractor(s) will be required to comply with the following City policies and requirements:

- City Business Tax Registration Certificate
- City of Los Angeles Non-Discrimination – Equal Employment Opportunity – Affirmative Action Practices
- Insurance and Bond Requirements
- Equal Benefits Ordinance
- Living Wage Ordinance and Service Contractor Worker Retention Ordinance
- Slavery Disclosure Ordinance
- Los Angeles Residence Information Form
- Non-Collusion Affidavit
- Municipal Lobbying Ordinance/ Bidder Certification CEC Form 50
- City of Los Angeles Contract History form
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions/ Bidder Certification CEC Form 55
- Child Support Obligation Policy
- Americans with Disabilities Act

Attachments and forms pertaining to these requirements are included in the RFP.

Contractor Performance Evaluation
In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of these personal services contracts shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of the contracts.

Contractor Responsibility Ordinance
All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contract Responsibility Ordinance 173677, [Article 14, Chapter 1, Division 10, L.A.C.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidders' contracts subject to termination pursuant to the conditions expressed therein.

Notification of Intent to Contract:
The required Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on August 16, 2010.

Charter Section 1022:
On January 5, 2011, CAO determined that there is insufficient existing City staff to perform the proposed work.

Business Inclusion Program:
In compliance with the Mayor's Executive Directive No. 14, the Bureau established anticipated participation levels of 4% MBE, 2% WBE, 1% SBE, 1% EBE, and 1% DVBE.

The pledged participation levels as shown in the tables below were submitted with the proposals. However, as negotiations are pending, the subcontractor and total contract dollar amounts have been excluded and will be presented in subsequent Board reports.

Gender/Ethnicity Codes:

AA=African American
SAA=Subcontinent Asian American
C=Caucasian
M=Male

HA=Hispanic American
APA=Asian Pacific American
NA=Native American
F=Female

The MBE/WBE/OBE subcontractor pledged participation levels for *San Bernardino County Department of Public Works Solid Waste Management Division* are:

SUBCONTRACTORS	*GENDER/ ETHNICITY*	*MBE/WBE/ OBE*	*% of CONTRACT AMOUNT*
Burrtec Waste Industries	M/C	OBE	40%
Total MBE Pledged Participation			0%
Total WBE Pledged Participation			0%
Total OBE Pledged Participation			40%

CR&R Incorporated, MDSI of LA (Waste Connections), and USA Waste of California dba Waste Management did not have any pledged subcontractor participation levels for processing/disposal of MSW.

The MBE/WBE/OBE subcontractor pledged participation levels for *Ecology Auto Parts* are:

SUBCONTRACTORS	***GENDER/ ETHNICITY***	***MBE/WBE/ OBE***	***% of CONTRACT AMOUNT***
I.D. Industries	M/HA	MBE	1.6 %
Oasis Fuels	F/C	OBE	42 %
Total MBE Pledged Participation			1.6%
Total WBE Pledged Participation			0%
Total OBE Pledged Participation			42%

The MBE/WBE/OBE subcontractor pledged participation levels for *Titan Disposal* are:

SUBCONTRACTORS	***GENDER/ ETHNICITY***	***MBE/WBE/ OBE***	***% of CONTRACT AMOUNT***
Patten Energy Enterprises	M/AA	MBE	4 %
Total MBE Pledged Participation			4%
Total WBE Pledged Participation			0%
Total OBE Pledged Participation			0%

CR&R Incorporated, K&A Transportation, and Mario's Trucking did not have any pledged subcontractor participation levels for hauling of MSW.

Estimated Value of Contract:
The estimated value over the ten (10) years (which includes one (1) five-year contract term with one (1) five-year renewal option) of the contracts is $57,724,812 for disposal services and $64,473,758 for hauling services. The funding sources are the Solid Waste Resource Revenue Fund (Fund 508) and the Central Los Angeles Recycling and Transfer Station Fund (Fund 47R). There is no impact to the General Fund.

Future Action:
Subsequent to the negotiation of the contracts, the Bureau will request the Board for authority to award and execute the contracts negotiated with the recommended proposers.

Respectfully submitted,

ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY

HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

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JTH1 BOS BCA 11-27-2013

TRANSMITTAL 3

CONTRACT NO. C- _____

AGREEMENT BETWEEN

THE CITY OF LOS ANGELES AND

USA WASTE OF CALIFORNIA, INC dba WASTE MANAGEMENT EL SOBRANTE LANDFILL

FOR DISPOSAL SERVICES FOR RESIDUAL MUNICIPAL SOLID WASTE

IN THE CITY OF LOS ANGELES

2013

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND USA WASTE OF CALIFORNIA, INC dba WASTE MANAGEMENT EL SOBRANTE LANDFILL FOR DISPOSAL SERVICES FOR RESIDUAL MUNICIPAL SOLID WASTE IN THE CITY OF LOS ANGELES

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AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND USA WASTE OF CALIFORNIA, INC dba WASTE MANAGEMENT EL SOBRANTE LANDFILL FOR DISPOSAL SERVICES FOR RESIDUAL MUNICIPAL SOLID WASTE IN THE CITY OF LOS ANGELES

This AGREEMENT, made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and USA Waste of California, Inc. dba Waste Management El Sobrante Landfill hereinafter referred to as the "CONTRACTOR", is set forth as follows:

W I T N E S S E T H

WHEREAS, the CITY is responsible for the collection of the residual municipal solid waste (MSW) from six (6) WASTESHEDS: West Valley, East Valley, West Los Angeles, North Central, South Los Angeles, and Harbor; and

WHEREAS, the CITY disposes of its residual MSW primarily at Sunshine Canyon Landfill except for the portions from the Harbor WASTESHED where it is delivered to the Southeast Resource Recovery Facility in Long Beach for energy recovery; and

WHEREAS, the CITY believes it is in its best interest to diversify its MSW disposal options and therefore authorizes the Bureau of Sanitation (LASAN) to dispose of 300 to 600 tons per day of MSW to a facility other than Sunshine Canyon Landfill; and

WHEREAS, the Board of Public Works (BOARD) authorized LASAN in February 2012 to distribute a Request for Proposals for Processing/Disposal Services and Hauling Services for Residual Municipal Solid Waste in the City of Los Angeles; and

WHEREAS, LASAN received five (5) proposals for the Processing/Disposal Services; and

WHEREAS, the BOARD authorized LASAN in April 2013 to negotiate a service agreement with the CONTRACTOR; and

WHEREAS, the CITY and the CONTRACTOR have negotiated this AGREEMENT in good faith; and

WHEREAS, the CONTRACTOR owns and operates the El Sobrante Landfill, and the CONTRACTOR has a landfill operating agreement with Riverside County as a public-private partnership; and

WHEREAS, the CONTRACTOR meets all Federal, State, and Local requirements to perform disposal services of residual MSW; and

WHEREAS, the CONTRACTOR has the expertise and capability to provide the services and rights provided in this AGREEMENT;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

ARTICLE 2 – DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

AGREEMENT/CONTRACT	This AGREEMENT, including all Attachments appended hereto, between the CITY and CONTRACTOR.

APPLICABLE LAW	All statutes, rules, regulations, permits, orders, or requirements of the United States, State of California, CITY, County of Los Angeles, and all regional, county, and local government authorities and agencies having applicable jurisdiction, that apply to or govern the LANDFILL or the performance of the CONTRACTOR'S and CITY'S respective obligations under this AGREEMENT.
BOARD	Board of Public Works of the CITY.
CALENDAR DAY	Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight.
CERTIFIED WEIGHT TICKETS	Weight tickets issued by a certified Weigh Master from a Weigh Station indicating the gross weight and tare weight of the vehicle or container, and the net weight of the material.
CHANGE IN LAW	The occurrence of any event or change in law specifically set forth below: (a) The adoption, promulgation, modification, or

change in judicial or administrative interpretation occurring after the CONTRACT DATE, which adoption, promulgation, codification, or change in judicial or administrative interpretation relates to any APPLICABLE LAW; or

(b) Any order or judgment of any federal, state or local court, administrative agency or governmental body issued after the CONTRACT DATE, if:

(i) Such order or judgment is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of any third party for whom the party relying thereon is directly responsible; and

(ii) The party relying thereon, unless excused in writing from so doing by the other party, shall take or have taken, or shall cause or have caused to be taken, all reasonable action in good faith to contest such order or judgment (it being understood that the contesting in good faith of such an order or judgment shall not constitute or be construed as a willful misconduct or negligent action of such party); or

(c) The imposition by a governmental authority or agency of any new or different material conditions in connection with the issuance, renewal, or modification of any PERMIT after the CONTRACT DATE to the extent that such occurrence is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the party relying thereon or of any third party for whom the party relying thereon is directly responsible ; or

(d) The failure of a governmental authority or agency to issue, or the suspension or termination of, any PERMIT after the CONTRACT DATE, provided such failure to issue or the suspension or termination of any PERMIT is not the result of willful misconduct or negligent action or inaction of the party relying thereon or any third party for whom the party relying thereon is directly responsible.

It is specifically understood, however, that none of the following shall constitute a "Change in Law":

(i) the failure of the appropriate Governmental Entity to approve the Contractor's staffing plan or any changes therein over time; or

(ii) a change in the nature or severity of the actions typically taken by a Governmental Entity to enforce compliance with Applicable Law which was effective as of the Contract Date.

CITY — The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.

CITY CAPACITY — Amount of CITY RESIDUAL MUNICIPAL SOLID WASTE (specified in TONS per day) that is to be received and accepted at the LANDFILL.

CITY PROJECT MANAGER	Designated representative of the CITY for all issues related to this AGREEMENT.
CLARTS	Central Los Angeles Recycling and Transfer Station owned and operated by the CITY.
CONTRACTOR	USA WASTE OF CALIFORNIA, INC. dba WASTE MANAGEMENT EL SOBRANTE LANDFILL.
CONTRACTOR PROJECT MANAGER	Designated representative of the CONTRACTOR for all issues related to this AGREEMENT.
DIRECT COSTS	The sum of: (i) the costs of payroll directly related to the performance or supervision of any obligation pursuant to the terms hereof, consisting of compensation and fringe benefits, including vacation, sick leave, holidays, retirement, Workers Compensation Insurance, federal and state unemployment taxes and all medical and health insurance benefits, plus (ii) the costs of materials, services, direct rental costs and supplies purchased by such party, plus (iii) the cost of travel and subsistence, plus (iv) the reasonable costs of any payments to

	subcontractors necessary to and in connection with the performance of such obligation, plus (v) any other cost or expense incurred by the party which is directly or normally associated with the task performed by the party.
DISPOSAL SERVICES	Services for RESIDUAL MSW in which the material is received at a LANDFILL.
EXECUTION DATE	Date on which the CONTRACT is attested by the City Clerk.
GROSS WEIGHT	Weight of the collection vehicle or other container including any loaded materials.
HOLIDAY	New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays officially designated and observed by the CITY on which the CITY does not collect CITY waste.

HOUSEHOLD HAZARDOUS WASTE (HHW)	Those wastes resulting from products purchased by the general public for household use which, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed, or otherwise managed.
LANDFILL	The El-Sobrante Landfill
LASAN	Bureau of Sanitation of the Department of Public Works of the CITY.
MBE/WBE/SBE/EBE/DVBE/ OBE	Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises.
NET WEIGHT	The difference between the GROSS WEIGHT of vehicle and material, and the tare weight of the vehicle.
NON-CITY WASTE	Waste or materials not collected by the CITY or in CITY designated vehicles.

OPERATING DAY	Any CALENDAR DAY for which the CONTRACTOR is obligated, pursuant to this AGREEMENT, to dispose of RESIDUAL MUNICIPAL SOLID WASTE at the LANDFILL.
PERMITS	All Federal, State of California, local or any other pertinent governmental unit, permits, orders, licenses, and approvals required by APPLICABLE LAW (including but not limited to California Environmental Quality Act) for the modifications, operations and maintenance of the LANDFILL.
PRIVATE WASTE	Waste or materials other than CITY collected waste.
RESIDUAL MUNICIPAL SOLID WASTE	Waste collected by the CITY and/or specified transportation contractors and/or Departments of the City of Los Angeles specifically designated by the CITY for inclusion in this AGREEMENT excluding HOUSEHOLD HAZARDOUS WASTE, UNPERMITTED WASTE, and any material recovered or separated from CITY waste for the purpose of marketing, selling, or otherwise diverting such materials for reuse, recycling, and/or conversion technologies.

SERVICE FEE	Fee paid to the CONTRACTOR for disposal services as specified in Article 10 Section 10.1.
SUBCONTRACTOR	Any contractor, supplier, or vendor who is subcontracted by the CONTRACTOR to work on the CONTRACT.
TARE WEIGHT	Weight of an empty collection vehicle or container.
TON	2,000 pounds.
TPD	TONS per day.
UNPERMITTED WASTE	Material that has the reasonable composition and/or characteristics of a toxic or hazardous substance as defined by APPLICABLE LAW.
WASTESHED	Geographic area defined by the CITY within CITY limits that generates solid waste.
WEIGH STATION	A weigh station is maintained in compliance with the weight and measure laws in the California Business and Professions Code, and includes but not limited to annual Department of Weight and Measures calibration.

ARTICLE 3 – LANDFILL

CONTRACTOR represents and warrants that the description of the LANDFILL provided in Section 3.1 is true and accurate.

3.1 Description of LANDFILL

El Sobrante Landfill (LANDFILL) is located in unincorporated Riverside County near the City of Corona, just east of Interstate 15 at the Temescal Canyon exit. The LANDFILL is a Class III facility permitted to accept up to 16,054 TPD mixed MSW and construction and demolition debris. The LANDFILL is currently open to commercial haulers from 4:00 AM on Monday to 6:00 PM on Saturday. The LANDFILL is closed on Sunday. The general public hours are 6:00 AM until 6:00 PM Monday through Saturday.

3.2 CONTRACTOR Responsibilities to obtain and maintain control of the LANDFILL

CONTRACTOR hereby represents that it controls the LANDFILL, subject to the Landfill Agreement with Riverside County (**Exhibit O**). CONTRACTOR hereby represents that the use of the LANDFILL is in conformance with all local zoning requirements, and the terms and conditions of any and all site leases and deeds. CONTRACTOR shall retain control of the LANDFILL for the duration of this AGREEMENT except in the event of an assignment pursuant to ARTICLE 18.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

4.1 Acceptance of RESIDUAL MSW

4.1.1 Hours of Operation

CONTRACTOR shall accept deliveries of RESIDUAL MSW at the LANDFILL Monday through Friday between 4:00 AM to 6:00 PM. For any week in which a HOLIDAY occurs on Monday through Friday, the LANDFILL shall accept RESIDUAL MSW on the Saturday of that week from 4:00 AM to 6:00 PM. The LANDFILL is closed on Memorial Day, on which day the CITY will not deliver RESIDUAL MSW to the LANDFILL.

CITY may request that the LANDFILL remain open to accept deliveries at times other than those delineated above. CONTRACTOR shall use reasonable business efforts to comply with such CITY requests.

RESIDUAL MSW delivered by the CITY shall have priority over other waste at the CONTRACTOR's LANDFILL. CONTRACTOR shall also provide adequate restroom facilities at the LANDFILL.

4.1.2 Daily Tonnage of RESIDUAL MSW

CONTRACTOR shall accept 300 TPD to 600 TPD of RESIDUAL MSW. CONTRACTOR shall provide the CITY priority access to three (3) tippers to adequately accommodate tipper trailer vehicles delivering CITY RESIDUAL MSW to the LANDFILL.

During adverse conditions at the CITY'S primary disposal facility, the CITY may deliver additional RESIDUAL MSW to the LANDFILL provided that there is sufficient capacity at the LANDFILL. The CITY or its designated transportation providers shall deliver this tonnage from CLARTS and dispose of it at the LANDFILL.

4.1.3 Monitoring of Waste/Exclusion of UNPERMITTED WASTE

(A) Responsibilities

The LANDFILL shall not be used for the handling, transportation, storage, or disposal of UNPERMITTED WASTE. Neither the CONTRACTOR nor the CITY shall allow the delivery of UNPERMITTED WASTE to the LANDFILL.

In accordance with PERMITS and APPLICABLE LAW, the CONTRACTOR shall diligently monitor deliveries of RESIDUAL MSW to mitigate the potential of an inadvertent delivery of UNPERMITTED WASTE to the LANDFILL. Copies of current procedures and protocols are included in **Exhibit P**. CITY agrees to comply with all such procedures and protocols including but not limited to the LANDFILL's Load Check Program, as they are currently written and as they may be modified in the future. CONTRACTOR shall provide the CITY with prompt written notification of any changes in such procedures and protocols, but in no event shall such notice be later than thirty (30) CALENDAR DAYS from such change.

If CONTRACTOR discovers that UNPERMITTED WASTE has been delivered to the LANDFILL by the CITY and originated from CLARTS, CONTRACTOR shall promptly contact the CITY PROJECT MANAGER by telephone, and provide written notice to the CITY and to other appropriate governmental authorities. Prompt contact by telephone

shall be made within two (2) hours from the discovery of UNPERMITTED WASTE. Written notice shall be transmitted within two (2) CALENDAR DAYS from the discovery of UNPERMITTED WASTE. In as expeditious manner as possible, CONTRACTOR shall clean-up and/or remove the UNPERMITTED WASTE from the LANDFILL, transport, and dispose of such waste at an appropriate facility permitted to handle such UNPERMITTED WASTE in accordance with APPLICABLE LAW.

CONTRACTOR and CITY acknowledge that RESIDUAL MSW may contain incidental small quantities of HOUSEHOLD HAZARDOUS WASTE, and, as such, shall not be construed as UNPERMITTED WASTE. Furthermore, the CONTRACTOR shall not be obligated to clean up, remove, transport, or dispose of such HOUSEHOLD HAZARDOUS WASTE in the same manner as UNPERMITTED WASTE. CITY shall ensure that Federal, State, and local standards are met concerning the exclusion of UNPERMITTED WASTE at its facility.

(B) Costs and Liabilities

CONTRACTOR shall pay all the costs incurred in monitoring UNPERMITTED WASTE pursuant to Section 4.1.3. Subject to CITY review and approval, CITY shall reimburse the DIRECT COSTS of cleaning up, removing, transporting, and disposing UNPERMITTED WASTE delivered to the LANDFILL, with proper cost substantiation, and provided the CONTRACTOR is able to prove and provide in writing that the CITY delivered such UNPERMITTED WASTE. CITY shall not reimburse the CONTRACTOR for, nor hold harmless, indemnify, nor defend the CONTRACTOR against any claims, demands, suits, damages, penalties, charges, judgments, liabilities, or losses of any

kind, to the extent resulting from any negligent acts or omissions of the CONTRACTOR which relate to the management of UNPERMITTED WASTE.

4.1.4 Truck Turnaround Time and Queuing

CONTRACTOR shall ensure that CITY vehicles have priority access to the LANDFILL and the WEIGH STATION. CONTRACTOR shall use its best efforts to enable the turnaround time for CITY vehicles entering the LANDFILL, including but not limited to waiting in line, weighing loads, dumping loads, and leaving the LANDFILL, to be no longer than 25 minutes. The parties hereto acknowledge that despite such efforts by the CONTRACTOR, during peak arrival times (4:00 AM - 5:00 AM, 10:30 AM - 12:00 PM, and 2:30 PM - 3:30 PM) at the LANDFILL during each OPERATING DAY such turnaround times may exceed 25 minutes.

4.2 Staffing

CONTRACTOR shall employ sufficient staff to operate, maintain, and manage the LANDFILL in accordance with generally accepted practices in the solid waste management industry, and to perform its obligations under this AGREEMENT, which shall include, without limitation, operating and maintaining all equipment, machinery, buildings, providing reasonable security, and disposing of RESIDUAL MSW. Additionally, in accordance with the landfill agreement between the CONTRACTOR and the County of Riverside, County personnel shall operate the scale house for the site and shall perform the obligations under this AGREEMENT that pertain to weighing of trucks and

performing load check activities. CONTRACTOR will secure tonnage reports from Riverside County for the purpose of billing the CITY as defined in ARTICLE 10.

4.3 Operation and Maintenance of the LANDFILL

CONTRACTOR shall dispose all RESIDUAL MSW at the LANDFILL. Neither the CITY nor the CONTRACTOR shall have any liability under this AGREEMENT to pay for, use or provide landfill disposal services at the LANDFILL when the LANDFILL is no longer operating and permitted to accept solid waste for disposal. CONTRACTOR shall pay for all the costs incurred in operating and maintaining the LANDFILL in order to accept, receive, and dispose of RESIDUAL MSW in accordance with this AGREEMENT. Such costs shall include, without limitation, labor, materials, utilities, maintenance services, equipment replacement, insurance, taxes, rents, lease payments, daily cover, closure, and post closure monitoring and maintenance, and performance bonds. The CITY's sole payment obligation will be to pay the SERVICE FEE in accordance with ARTICLE 10.

CONTRACTOR shall operate and maintain the LANDFILL in compliance with all PERMITS and APPLICABLE LAW. CONTRACTOR shall notify the CITY, in writing, of any citation, together with a copy of such citation, received by the CONTRACTOR for a violation of any APPLICABLE LAW or PERMIT that would subject any person or entity, if convicted of such violation, to imprisonment or a fine of $1,000 or more. Such notice to the CITY shall be made within five (5) OPERATING DAYS of the CONTRACTOR'S receipt of such citation.

4.4 PERMITS

CONTRACTOR shall secure and maintain all PERMITS. CONTRACTOR hereby represents that, as of the EXECUTION DATE, all PERMITS required to perform its obligations have been secured and are in full force and effect. Copies of all major discretionary PERMITS (Solid Waste Facility Permit, Waste Discharge Requirements, AQMD Permit to Operate) are provided in **Exhibit Q.**

CONTRACTOR shall notify the CITY in writing, as soon as practicable, of any proposed or actual changes in or modifications of the above mentioned PERMITS that would or may have a material impact on CONTRACTOR'S performance of its obligations under this AGREEMENT. Such notice for proposed changes shall be made within five (5) OPERATING DAYS and such notice for actual changes shall be made within two (2) OPERATING DAYS from the proposed or actual change, respectively. CONTRACTOR shall provide the CITY with any and all renewals, updates, and modifications to any PERMIT.

4.5 Workplace Safety Requirements

CONTRACTOR shall provide all workers and the public protection from all safety hazards through its Occupational Safety and Health programs. CONTRACTOR shall be responsible for abiding by APPLICABLE LAWS regarding workplace health and safety. The CONTRACTOR shall provide the CITY access to or printed copies of such health and safety programs and records, upon the CITY'S request. CONTRACTOR shall notify the CITY, in writing, of any serious citation, together with a copy of such citation, received by the CONTRACTOR for any facility for which CITY RESIDUAL MSW is delivered. Such

notice to the CITY shall be made within two (2) OPERATING DAYS of the CONTRACTOR'S receipt of such citation.

4.6 Weighing Records

4.6.1 Measurement Devices and Procedures

CONTRACTOR or its agent shall operate and maintain a WEIGH STATION at the LANDFILL in accordance with the APPLICABLE LAW. CONTRACTOR shall have a minimum of two (2) operating WEIGH STATIONS at the LANDFILL before the EXECUTION DATE. CONTRACTOR shall provide the CITY priority access to WEIGH STATIONS. CONTRACTOR shall weigh upon such WEIGH STATION and record the GROSS WEIGHT and TARE WEIGHT of all vehicles transporting the RESIDUAL MSW to the LANDFILL in accordance with the Landfill Agreement with Riverside County. CITY shall have the authority to verify the accuracy of the WEIGH STATION without prior notice.

4.6.2 Estimates during Incapacitation

If any of the WEIGH STATIONS is incapacitated or being tested, all CITY vehicles transporting RESIDUAL MSW shall be weighed using the remaining operating WEIGH STATIONS.

If all the WEIGH STATIONS are incapacitated or being tested, the weights obtained at CLARTS shall be used and shall be the basis for weight records during the outage of the CONTRACTOR's scales. It is the responsibility of the CONTRACTOR to minimize the time the WEIGH STATIONS are out of service.

4.6.3 Weight Records

CONTRACTOR shall maintain all daily records pertaining to the disposal of RESIDUAL MSW for a period of at least seven (7) years and provide written notice to the CITY prior to destroying such records, to give the CITY the option of receiving copies of these records. CONTRACTOR shall provide printed copies of such records to the CITY, upon the CITY'S request. The obligations of the CONTRACTOR in Section 4.6.3 shall survive the termination of this AGREEMENT.

The records shall indicate the date and time of arrival or departure of each vehicle transporting RESIDUAL MSW with appropriate identification of each vehicle, the GROSS WEIGHT and TARE WEIGHT of each vehicle, and the disposition of all such materials.

All weight records shall be in a form acceptable to the CITY for billing and statistical purposes and shall be made available for review by the CITY during the hours of operation. CONTRACTOR shall, on a monthly basis, submit by email or other format compatible with CITY'S computers, a report containing the weights of RESIDUAL MSW delivered for that month.

4.6.4 Testing of WEIGH STATIONS

CONTRACTOR shall test and calibrate, as necessary, all WEIGH STATIONS at the LANDFILL in accordance with APPLICABLE LAW. The CONTRACTOR shall provide the CITY with a copy of test results.

CITY shall have the right to request, in writing, not more than two (2) times per year, a test of any or all of the WEIGH STATIONS at the LANDFILL. The CONTRACTOR shall test the WEIGH STATIONS within a reasonable time of the CITY'S request.

If, upon conclusion of the CITY's requested test, the results indicate that the WEIGH STATIONS met the requirements of APPLICABLE LAW, then subject to the CITY review and approval, the cost of such test shall be reimbursed to the CONTRACTOR.

If, upon conclusion of the CITY's requested test, the results indicate that the WEIGH STATIONS did not meet the requirements of APPLICABLE LAW, then all SERVICE FEES paid shall be adjusted and corrected consistent with the results of such tests and proper cost substantiation, retroactive from the date of such request.

4.6.5 City Representative to Monitor Compliance

CITY shall have the right, at its expense, to station its representative(s) at any WEIGH STATIONS, or the scale house, upon notification to and approval from Riverside County, to monitor compliance with the provisions of this AGREEMENT.

4.6.6 Automation of Data

CONTRACTOR agrees to cooperate with the CITY in the automation of the data collection process, which includes but not limited to encoded barcode information on CERTIFIED WEIGHT TICKETS, incorporating radio frequency (RF) card reader technology, and real-time dedicated data transmission at the LANDFILL's scale house.

4.7 Payment of Performance Damages

CONTRACTOR shall pay performance damages in accordance with ARTICLE 10 for its failure to dispose of RESIDUAL MSW in accordance with ARTICLE 4.

4.8 Contingent Disposal Facilities

CONTRACTOR has identified an alternate landfill facility for the disposal of RESIDUAL MSW in the event of service disruptions at the CONTRACTOR'S primary LANDFILL or at other disposal facilities under contract with the CITY. Under emergency circumstances or periods of prolonged delay at the CITY'S other contract disposal facilities, and depending on availability of capacity, the CONTRACTOR'S contingent disposal facilities as listed below will be made available to the CITY at the rates stipulated in ARTICLE 10.

CONTINGENT FACILITIES	LOCATION
Antelope Valley Landfill	1200 W. City Ranch Road, Palmdale, CA 93551
Azusa Land Reclamation Co. Landfill	1211 W. Gladstone St., Azusa, CA 91702
Lancaster Landfill	600 E. Avenue F, Lancaster, CA 93535
Simi Valley Landfill	2801 N. Madera Road, Simi Valley, CA 93065
Sun Valley Recycling Park	9227 Tujunga Avenue, Sun Valley, CA 91352
Carson Transfer Station	321 W. Francisco Street, Carson, CA 90745
South Gate Transfer Station	4489 Ardine Street, South Gate, CA 90280

Notwithstanding anything to the contrary in the provisions of this Article 4 Section 4.8, CITY shall have the right, in its sole discretion, to enter into agreements for landfill disposal capacity for RESIDUAL MSW collected by the CITY without consultation or participation with the CONTRACTOR.

4.9 Requirements under LANDFILL AGREEMENT with RIVERSIDE COUNTY

CITY acknowledges that CONTRACTOR operates the LANDFILL under a Landfill Agreement with Riverside County. CITY agrees to abide by those policies, procedures, and site rules, whether documented in writing or established by practice, which are established by CONTRACTOR for the purpose of complying with the requirements set forth in the Landfill Agreement with Riverside County **(Exhibit O)**, and specifically the provisions of Section 3.4.2 (a) of the Landfill Agreement, which are incorporated by reference as if set forth herein in their entirety. Those requirements may include, but are not limited to, (i) delivery of Acceptable Waste in transfer trailers, (ii) inspection of delivery vehicles, and (iii) compliance with AB 939 by the originating jurisdiction. CITY shall make appropriate arrangements with any operator with CLARTS, or any other transfer facility delivering RESIDUAL MSW to the LANDFILL, to allow Riverside County to perform the required inspections.

4.10 Maintenance of Records

CONTRACTOR shall maintain all records in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions, except weight records which shall be kept for seven (7) years (Section 4.6.3). These records shall be retained for a period of no less than three (3) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this CONTRACT and within the three (3) years following final payment made by the CITY

hereunder or the expiration date of this CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

5.1 CONTRACTOR designates the following person to represent the CONTRACTOR in all matters pertaining to this AGREEMENT:

Name:	Damon Defrates
Address:	10910 Dawson Canyon Road Corona, CA 92883
Email:	ddefrates@wm.com
TEL/FAX Number:	951-277-5109 / 951-505-4302

Additional technical specialists shall be assigned subject to the approval of the CITY PROJECT MANAGER.

5.2 CONTRACTOR agrees to give CITY PROJECT MANAGER written notice of any changes to key personnel assigned to these positions at the commencement of services under this AGREEMENT, which notice shall be given as soon as practicable after CONTRACTOR determines to make the change, but in no event later than seven (7) days after the change is made.

5.3 Unless otherwise provided or approved by the CITY, the CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. CITY shall have the right to review and approve any key personnel who are assigned

to work under this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

5.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. CITY has the right to approve the CONTRACTOR'S subcontractors, and CITY reserves the right to request replacement of subcontractors. CITY does not have any obligation to pay the CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

6.1 CITY Deliveries

CITY shall deliver 300 TPD to 600 TPD of RESIDUAL MSW, as described in Section 4.1.2, to the LANDFILL during the operating hours described in Section 4.1.1. CITY, at its sole discretion, may increase the daily disposal average of RESIDUAL MSW upon reasonable advance notice to the CONTRACTOR, as described in Section 4.1.2. CONTRACTOR shall accept such increase in the daily disposal average provided that adequate disposal capacity is available and that the acceptance of such increase will not cause CONTRACTOR to exceed daily permit limits for waste acceptance. Additionally, CONTRACTOR shall not be required to displace other incoming waste from Riverside County or other contracted customers in order to accept such increase in CITY daily disposal average.

6.2 CITY Collection Vehicles

CITY shall deliver RESIDUAL MSW using clearly identified vehicles. Each vehicle shall have its identification number clearly marked and visible to the WEIGH STATION operator. The CONTRACTOR or the CITY, in their respective reasonable discretion, may require the revalidation of the TARE WEIGHT of any CITY vehicle or the reweighing of unloaded CITY vehicles. CITY reserves the right to modify its truck fleet as it deems necessary.

6.3 Title to RESIDUAL MSW

Title to RESIDUAL MSW shall transfer to the CONTRACTOR upon acceptance of such material at the LANDFILL. Title to any UNPERMITTED WASTE mixed in the RESIDUAL MSW shall not transfer to the CONTRACTOR.

6.4 Payment of the SERVICE FEE

CITY shall pay the CONTRACTOR the SERVICE FEE in accordance with ARTICLE 10.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

7.1 The term of this AGREEMENT shall be for five (5) years from the date of full execution. At the CITY'S sole option, the AGREEMENT may be extended by two (2) additional five (5) year terms, for a potential ten (15) year term AGREEMENT. The CITY'S option to renew shall be exercised upon the CITY providing the CONTRACTOR a

notice of renewal at least ninety (90) days prior to the expiration date of the AGREEMENT.

In addition to the two (2) five (5) year renewal options, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on a month-to-month basis prior to the end of a five (5) year term if the CITY elects not to exercise the renewal option, or at the end of the fifteen (15) year term if the CITY exercised the renewal options, by providing the CONTRACTOR written notice at least 90 days prior to expiration of the AGREEMENT. During the period of extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR up to a maximum of ten (10) percent of the total contract cost. During such period of month-to-month operation, if either party decides to terminate the relationship, CONTRACTOR shall be obligated to continue performing for at least sixty (60) days after notice from the terminating party.

Notwithstanding the foregoing, the AGREEMENT may be terminated as provided under ARTICLE 8 or further extended by amendment to this AGREEMENT pursuant to ARTICLE 11.

7.2 The date of full execution is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;
- This AGREEMENT has been approved by the City Council or by the Board, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the City Council, or by the Board, officer or employee authorized to enter into this AGREEMENT, and attested by the City Clerk.

ARTICLE 8 – TERMINATION

8.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

8.2 This AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) CALENDAR DAYS' written notice (delivered by certified mail, return

receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

8.3 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates the CITY'S lobbying policies.

8.4 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, excluding attorney's fees, in addition to termination settlement costs reasonably incurred by the

CONTRACTOR relating to written commitments that were executed prior to the termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this AGREEMENT.

8.5 Upon receipt of a termination action under Article 8, Sections 8.1, 8.2 or 8.3, CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all finished or unfinished documents and materials produced or procured under this CONTRACT, including all intellectual property rights thereto, which shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

8.6 Upon termination under Article 8, Sections 8.1, 8.2 or 8.3, CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

8.7 If, after the termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the AGREEMENT price shall be made as provided in Article 8, Section 8.4.

8.8 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

ARTICLE 9 – SUBCONTRACT APPROVAL

All subcontracts in excess of $10,000 shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name, responsibilities, and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors.

ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT

10.1 Calculation of SERVICE FEE

SERVICE FEE is calculated monthly and is defined as:

$$\mathbf{SF = (OF + CL) + TXPT + CS - PD}$$

Where:

SF = SERVICE FEE per month (unit: $);

OF = Operating fee as calculated in accordance with Article 10, Section 10.1.1 (unit: $);

TXPT = Pass-through taxes, host fees, import fees and other fees per Article 10, Section 10.1.2 (unit: $);

CL = Adjustments for the month to the SERVICE FEE resulting from CHANGES IN LAW exclusive of any change in tax laws or CHANGES IN LAW that impose a governmental fee, as defined in Article 10, Section 10.1.3 shall be additive to the Operating Fee (unit: $);

CS = Amounts due for the month to the CONTRACTOR that requires cost substantiation per Article 4, Section 4.1.3 and 4.6.4 (unit: $);

PD = Performance damages, if any, credited to the CITY for the month as calculated per Article 10, Section 10.1.4 (unit: $).

The tonnage of RESIDUAL MSW disposed by the CONTRACTOR shall be the difference between the GROSS WEIGHT of the vehicles transporting such waste and the TARE WEIGHT of those vehicles.

10.1.1 Operating Fees

The Operating Fee (OF) for the month is calculated by multiplying the tonnage of RESIDUAL MSW delivered to the CONTRACTOR'S disposal or transfer facilities with the following per TON tip fee(s):

Facility	Tip Fee(s)
El Sobrante Landfill	$21.37 per ton
Antelope Valley/Palmdale Landfill	$40.68 per ton
Azusa Land Reclamation Co. Landfill	
Shredded tires	$ 34.49 per ton
Whole Passenger tires	$ 59.49 per ton
Tires with Rims	$ 71.49 per ton
Off-The-Road(OTR) Tires	$ 121.49 per ton
Carson Transfer Station	$54.62 per ton
Lancaster Landfill	$44.30 per ton
Simi Valley Landfill	
Direct hauled	$38.66 per ton
Transfer hauled	$25.73 per ton

South Gate Transfer Station	$55.02 per ton
Sun Valley Recycling Park (2016)	$53.27 per ton
Sun Valley Recycling Park (2017)	$54.88 per ton

The rates stated above for the Sun Valley Recycling Park apply solely to its use as a contingent facility in the event that the El Sobrante Landfill is not available, in accordance with Section 4.8. If CITY desires to use the Sun Valley Recycling Park for other purposes, the 2016 OF would be a not to exceed amount of $78.28 per ton and the 2017 OF would be a not to exceed amount of $80.63 per ton.

The OF shall be firm for the first partial CITY fiscal year of the AGREEMENT, and shall be adjusted on July 1st thereafter within the AGREEMENT term, to reflect the cumulative changes in the Consumer Price Index (CPI-U) for the preceding June compared with the CPI-U for June in the prior fiscal year. Since CPI statistics for any particular month are not available until the middle of the following month, CONTRACTOR shall submit an additional invoice in July reflecting the CPI adjustment effective from July 1st to the published date of the June CPI statistics.

$$\mathbf{IN = [(CPI\text{-}U_a) \div (CPI\text{-}U_b)]}$$

Where:

IN = Annual inflation factor;

CPI-Ua = Published CPI-U for the June immediately preceding the date of the adjustment;

CPI-Ub = Published CPI-U for the June one year prior to CPI-Ua.

The CPI-U will be the value published by the Bureau of Labor Statistics, U.S. Department of Labor for the Los Angeles – Anaheim – Riverside Metropolitan area. The annual inflation factor (IN) shall not exceed six percent (6%). The inflation factor (IN) shall not be applied to pass-through taxes, host fees, import fees, governmental fees (TXPT) and the fuel component of the transfer rate.

10.1.2 Pass-through Taxes, Host Fees, Import Fees, and Governmental Fees

The pass-through taxes, host fee, import fees, and governmental fees (TXPT) shall be calculated by multiplying the tonnage of RESUIDUAL MSW accepted at the LANDFILL by the per ton pass-through tax, host fee, import fee, and governmental fee (TXPT) .

Notwithstanding anything to the contrary in the forgoing, the TXPT shall not include, without limitation, any taxes based on or measured by net income, or any unincorporated business, payroll, franchise, or employment taxes.

CONTRACTOR shall notify the CITY within thirty (30) CALENDAR DAYS after the CONTRACTOR learns of any imposition of a TXPT that will require an adjustment to the SERVICE FEE. In such notice the CONTRACTOR shall describe the TXPT and provide the justification for its inclusion in the SERVICE FEE. Notwithstanding anything to the contrary in Section 10.1.2, CONTRACTOR shall not charge the CITY and the CITY shall not be obligated to pay the CONTRACTOR any actual or accrued TXPT unless and until the CITY is notified by the CONTRACTOR, in writing, of such tax, and approves such adjustment. Furthermore, CONTRACTOR may include in the SERVICE FEE, as provided

in this Section 10.1.2, only the related actual or accrued TXPT that the CONTRACTOR has incurred subsequent to providing such notice to the CITY.

The parties hereto agree that as of the EXECUTION DATE, applicable TXPT is applied to any tonnage delivered to the CONTRACTOR's facilities as follows:

El Sobrante Landfill:
TXPT = $4.40 per TON, itemized as follows:
California State Integrated Management Fee = $1.40 per TON
Riverside County Import Fee = $3.00 per TON

Antelope Valley Landfill:
TXPT = $5.72 per TON, itemized as follows:
California State Integrated Waste Management Fee = $1.40 per TON
Los Angeles County Solid Waste Management Fee = $1.50 per TON
Los Angeles County LEA Fee = $0.36 per TON
City of Palmdale Host Fee = $2.46 per TON

Azusa Land Reclamation Co. Landfill (applies to all types of tires):
TXPT = $3.51 per TON, itemized as follows
California State Integrated Management Fee = $1.40 per TON
LA County Solid Waste Fee = $1.50 per TON
LA County LEA Fee = $0.36 per TON
City of Azusa Host Fees = $0.25 per TON

Carson Transfer Station:
TXPT = $2.26 per TON, itemized as follows:
California State LEA Fee = $0.36 per TON
Los Angeles County Solid Waste Management Fee = $1.50 per TON
City of Carson Host Fee = $0.40 per TON

Lancaster Landfill:
TXPT = $7.70 per TON, itemized as follows:
California State Integrated Waste Management Fee = $1.40 per TON
Los Angeles County Solid Waste Management Fee = $1.50 per TON
Los Angeles County LEA Fee = $0.36 per TON
Los Angeles County Waste Diversion Programs Fee = $0.255 per TON
Los Angeles County Illegal Dumping Programs Fee = $0.102 per TON
Los Angeles County Natural Habitat Programs Fee = $0.510 per TON
Los Angeles County Transportation Improvement Fee = $0.510 per TON
Los Angeles County Environmental Education Fee = $1.020 per TON

Los Angeles County Out of Area Fee (*Imposed only on waste generated outside of the Antelope Valley)* = $2.04 per TON

Simi Valley Landfill:

TXPT = $6.34 per TON, itemized as follows

California State Integrated Waste Management Fee = $1.40 per TON
Ventura County Integrated Waste Management Program Fee = $0.05 per TON
Ventura County Solid Waste Management Fee = $2.72 per TON
Ventura County Waste Control Fee = $1.17 per TON
City of Simi Valley Host Fee = $1.00 per TON

Ventura County Sustainability Fee applicable to all Solid Waste originating from outside the geographic boundaries of Ventura County but inside the geographic boundaries of the State of California disposed of at the Simi Valley Landfill in excess of 75,600 TONS in each calendar quarter. Sustainability Fee = $4.00 per TON.

South Gate Transfer Station:

TXPT = $1.86 per TON, itemized as follows:

California State LEA Fee = $0.36 per TON
Los Angeles County Solid Waste Management Fee = $1.50 per TON

Sun Valley Recycling Park (2016):

TXPT = ESTIMATED $1.90 per TON, itemized as follows:

California State LEA Fee = $0.36 per TON
Sun Valley Host Fee, Diesel = $1.33 per TON*
Sun Valley Host Fee, Alternative Fuel = $0.21 per TON**

The estimate is based on an assumed mix of 81% diesel vehicles and 19% alternative fuel vehicles delivering Solid Waste to the facility, and may be subject to change based on actual vehicle mix. Delivery is assumed to be to the Antelope Valley Landfill for disposal. The description of the Sun Valley Host Fee can be found in **Exhibit R**.

*The base Sun Valley Host Fee, Diesel is $1.50 per TON, pro-rated for the percentage of diesel fuel vehicles delivering Solid Waste to the facility. Subject to CPI from 2013 (assumed at 3% or $1.64 in 2016). At 81% diesel fuel vehicle use, would be $1.33 per TON, but may be subject to change based on actual diesel fuel vehicle use. The CPI adjustment shall not exceed 3%.

**The base Sun Valley Host Fee, Alternative Fuel is $1.00 per TON, pro-rated for the percentage of alternative fuel vehicles delivering Solid Waste

to the facility. Subject to CPI from 2013 (assumed at 3% or $1.09 in 2016). At 19% diesel fuel vehicle use, would be $0.21 per TON, but may be subject to change based on actual alternative fuel vehicle use. The CPI adjustment shall not exceed 3%.

Sun Valley Recycling Park (2017):

TX = ESTIMATED $1.94 per TON, itemized as follows:

California State LEA Fee = $0.36 per TON
Sun Valley Host Fee, Diesel = $1.37 per TON^
Sun Valley Host Fee, Alternative Fuel = $0.21 per TON^^

The estimated is based on assumed mix of 81% diesel vehicles and 19% alternative fuel vehicles delivering Solid Waste to the facility, and may be subject to change based on actual vehicle mix. Delivery is assumed to be to the Antelope Valley Landfill for disposal. The description of the Sun Valley Host Fee can be found in **Exhibit R.**

^The base Sun Valley Host Fee, Diesel is $1.50 per TON, pro-rated for the percentage of diesel fuel vehicles delivering Solid Waste to the facility. Subject to CPI from 2013 (assumed 3% or $1.69 in 2017). At 81% diesel fuel vehicle use, would be $1.37 per TON, but may be subject to change based on actual diesel fuel vehicle use. The CPI adjustment shall not exceed 3%.

^^The base Sun Valley Host Fee, Alternative Fuel is $1.00 per TON, pro-rated for the percentage of alternative fuel vehicles delivering Solid Waste to the facility. Subject to CPI from 2013 (assumed 3% or $1.13 in 2017). At 19% diesel fuel vehicle use, would be $0.21 per TON, but may be subject to change based on actual alternative fuel vehicle use. The CPI adjustment shall not exceed 3%.

10.1.3 Adjustments Due to CHANGE IN LAW

Subject to substantiation of costs, the CONTRACTOR may adjust the SERVICE FEE to recover any DIRECT COSTS incurred as a result of a CHANGE IN LAW exclusive of any changes in tax law or CHANGES in LAWS that impose governmental fees, occurring after the EXECUTION DATE.

The CONTRACTOR shall notify the CITY within thirty (30) CALENDAR DAYS after the CONTRACTOR determines that any CHANGE IN LAW will require an adjustment in the SERVICE FEE. In such notice the CONTRACTOR shall describe the CHANGE IN LAW and provide the reasons for the adjustment in the SERVICE FEE. The CONTRACTOR shall provide in the first monthly invoices prepared for the CITY in accordance with Section 10.1, cost substantiation, including cost records and worksheets to support the CONTRACTOR'S claim for the adjustment, and provide the total adjustment to the SERVICE FEE for all CHANGES IN LAW exclusive of any changes in tax law or CHANGES IN LAW that impose governmental fees that have occurred since the CONTRACT DATE, i.e., "CL". The CONTRACTOR shall not charge the CITY and the CITY shall not be obligated to pay the CONTRACTOR any actual or accrued costs associated with any CHANGE IN LAW unless and until the CITY is notified by the CONTRACTOR, in writing, of such CHANGE IN LAW. Furthermore, the CONTRACTOR may include in the SERVICE FEE, as provided in this section, only the related or actual accrued costs associated with any CHANGE IN LAW that the CONTRACTOR has incurred subsequent to providing such notice to the CITY.

If at any time the adjustment in the SERVICE FEE for a single CHANGE IN LAW results in an increase in the SERVICE FEE of more than twenty-five percent (25%) over what the SERVICE FEE would have been had there been no such CHANGES IN LAW, then the CITY will have the option to terminate this AGREEMENT upon thirty (30) CALENDAR DAYS written notice to the CONTRACTOR. Furthermore, if at any time the total cumulative adjustment in the SERVICE FEE, i.e., "CL", results in an increase in the SERVICE FEE of more than seventy-five percent (75%) over what the SERVICE FEE

would have been had there been no CHANGES IN LAW, then the CITY will have the option to terminate the AGREEMENT upon thirty (30) CALENDAR DAYS written notice to the CONTRACTOR. Notwithstanding anything to the contrary in the forgoing, the CONTRACTOR may, in its sole discretion, prior to any noticed termination date choose to absorb all or a portion of the increased cost due to CHANGE IN LAW to keep the increase paid by the CITY below these thresholds and in such case the CITY will not have the right to terminate this AGREEMENT in accordance with Section 10.1.3.

10.1.4 Performance Damages

CITY shall have the right to claim that the CONTRACTOR wrongfully rejected the RESIDUAL MSW, for a period of 30 days following the end of the month in which each such wrongful rejection occurred. The failure of the CITY to make a claim for any wrongful rejection within this 30 day period shall not limit in any way the CITY'S right to make claims of other wrongful rejections.

The parties acknowledge (1) that consistent, efficient operation of the LANDFILL is of utmost importance, (2) that delays in operation or failure to accept RESIDUAL MSW may increase costs to the CITY, and (3) that the CITY has considered and relied on the CONTRACTOR'S representations as to its quality of service commitment in entering into this AGREEMENT. The parties further recognize that qualified standards of performance are necessary and appropriate to ensure consistent and reliable service. The parties further recognize that if the CONTRACTOR wrongfully rejects RESIDUAL MSW, the CITY will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that the

CITY will suffer. Therefore, the parties agree that the following performance damages shall liquidate such damages to the CITY and such performance damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this AGREEMENT, including the relationship of the sums to the range of harm to the CITY that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this performance damage provision at the time that this AGREEMENT was made.

CONTRACTOR	CITY
Initial Here: _____	Initial Here: _____

The performance damage (PD) is calculated as follows:

$$PD = DC + IC$$

Where:

PD = Performance Damage (unit: $);

DC = Direct Cost that the CITY has incurred for the transportation, processing and/or disposal of wrongfully rejected RESIDUAL MSW (unit: $); and

IC = Incremental disposal cost incurred by the CITY to dispose of wrongfully rejected RESIDUAL MSW at an alternate disposal facility (unit: $). IC can be either a positive or negative number.

To calculate PD, the CONTRACTOR shall use the actual quantities, as reported by the CITY, of RESIDUAL MSW collected by the CITY and wrongfully rejected by the CONTRACTOR. The calculation of the transport and processing/disposal costs component of "PD" shall be made such that the estimated aggregate transport and disposal/processing costs are minimized for the wrongfully rejected waste, taking into account any limits on the quantity of waste that can be delivered to an alternate disposal site.

10.2 Preparation of Invoices

Beginning on the month following the EXECUTION DATE, and on a monthly basis thereafter, CONTRACTOR shall invoice the CITY indicating the amount due for services rendered in the prior month. At CONTRACTOR'S discretion, invoices may be prepared on a biweekly basis with notification to the CITY. CITY'S sole payment obligation for all services provided by the CONTRACTOR shall be the SERVICE FEE as described in Section 10.1.

CONTRACTOR shall invoice the CITY for services rendered in a form acceptable to the CITY. CONTRACTOR shall submit to the CITY no later than 25th CALENDAR DAY of the month an original and two copies of an invoice, which shall include, but not limited to, the SERVICE FEE due to the CONTRACTOR (if such SERVICE FEE is a positive

number), or the amount owed to the CITY by the CONTRACTOR (if such SERVICE FEE is a negative number) for the previous month plus a detailed account, including all calculations and cost substantiations of each component of the SERVICE FEE. The information provided in each invoice shall include, but not limited to, CERTIFIED WEIGHT TICKETS, the month the services were provided, number of OPERATING DAYS during the month, TONS of RESIDUAL MSW, time and date, and truck number for each refuse load accepted at the LANDFILL and any other CONTRACTOR'S facility during the billing period.

CONTRACTOR shall submit a SUBCONTRACTOR utilization report (Schedule B) indicating the amount invoiced by each SUBCONTRACTOR, and the invoiced amounts paid to date to each firm.

The invoices must reference this AGREEMENT and are to be submitted in a neat and orderly manner to:

Administrative Section
Bureau of Sanitation
Solid Resources Support Services Division
1149 South Broadway Suite 500, MS 521
Los Angeles, CA 90015

10.3 Payment of Invoices

CITY shall review the CONTRACTOR'S invoice including, but not limited to, the calculation of the SERVICE FEE payable by the CITY or performance damages payable by the CONTRACTOR and notify the CONTRACTOR, in writing, of any exceptions or disputed amounts within sixty (60) CALENDAR DAYS of receipt. CITY shall pay the CONTRACTOR the total invoice amount less any exceptions or disputed amounts. CITY

shall pay the CONTRACTOR the approved amount for payment within 60 CALENDAR DAYS after the CITY receives the invoice.

CITY shall not be responsible for the payment of invoices or supplemental invoices submitted by the CONTRACTOR more than 60 CALENDAR DAYS after the date of service.

Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to the CONTRACTOR if said costs were incurred in completing any task specifically authorized by this AGREEMENT and said costs are reviewed and approved by the CITY and said approval for payment occurs after this AGREEMENT is fully executed.

If for any month, the SERVICEE FEE is negative indicating that the CONTRACTOR owes the CITY then the CONTRACTOR shall pay the CITY such amount within 60 CALENDAR DAYS of issuing such invoice. CITY shall have the right to offset such amounts from future SERVICE FEE payments. If CITY elects to offset such amounts, then CONTRACTOR shall pay the CITY any remaining balance due to the CITY within a period of 60 CALENDAR DAYS, or within 10 CALENDAR DAYS after receipt of written notice of remaining balance, whichever is later.

10.4 Financial Liability Clause

The CITY liability under this AGREEMENT shall only be to the extent of the present appropriation to fund the AGREEMENT. No action, statement, or omission of any officer, agent, or employee of the CITY shall impose any obligation upon the CITY,

such officer, agent, or employee, except to the extent the CITY has appropriated funds and otherwise in accordance with this AGREEMENT.

The CONTRACTOR and the CITY agree that no indebtedness for work performed which results in costs under this AGREEMENT shall arise against the CITY until and unless there is an appropriation of funds to pay for such work. However, if the CITY shall appropriate funds for any successive fiscal years, the CITY'S liability shall be extended to the extent of such appropriation subject to the terms and conditions of this AGREEMENT.

10.5 False Claims Act

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California False Claims Act (Cal. Gov. Code 12650 et. seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to $10,000 per false claim.

ARTICLE 11 – AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

12.1 Indemnification

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, the

CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

12.2 Insurance

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the City, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by the CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in **Exhibit B** hereto, covering its operations hereunder. Such insurance

shall conform to the CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in **Exhibit B**, and which can also be found at the Board of Public Work's website: http://bpw.lacity.org/Secretariat/Insurance.html, in the form Instructions and Information on Complying with the CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on **Exhibit B** hereto. **Exhibit B** is hereby incorporated by reference and made a part of this CONTRACT.

12.3 Bonds

All bonds which may be required hereunder shall conform to the CITY requirements established by the Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

ARTICLE 13 – INDEPENDENT CONTRACTORS

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. The CONTRACTOR shall not represent or otherwise hold out itself or any of its Directors, officers, partners, employees, or agents to be an agent or employee of the CITY. The CITY shall not represent or otherwise hold itself

out or any of its Directors, officers, partners, employees or agents to be an agent or employee of the CONTRACTOR.

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR

14.1 The CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

14.2 The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this AGREEMENT. The CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

14.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONTRACTOR will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.

14.4 The CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.

14.5 Except as specified in Article 12 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party.

ARTICLE 15 – INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR, or its SUBCONTRACTORS of any tier,

in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its SUBCONTRACTORS of any tier, under the AGREEMENT. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 16 INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT do not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 17 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by the CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas

matters and combinations thereof, and all forms of intellectual property. The CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by the CONTRACTOR under this CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT, the CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

The CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by the CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 18 – SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 27.

ARTICLE 19 – CONTACT PERSONS – PROPER ADDRESSES – NOTIFICATION

All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail should be registered or certified and mailed to the following contact person(s):

To The CITY:

Contact Persons: Bernadette Halverson
Program Manager
(213) 485-3634

Rowena Romano
Project Manager
(213) 485-3633

Address: Solid Resources Support Services Division
1149 S Broadway Suite 500, MS 521
Los Angeles, CA 90015

To CONTRACTOR:

Contact Person: Damon Defrates
Area Director of Landfill Operations
(951) 277-5109

Address: 10910 Dawson Canyon Road
Corona, CA 92883

ARTICLE 20 – FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 21 – SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 22 – DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 23 – ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 24 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having

jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of the AGREEMENT shall not be affected thereby.

ARTICLE 25 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, the CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER. **(Exhibit H)**

ARTICLE 26 – WAIVER

A waiver of a default of any part, term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 27 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

a) Assign or otherwise alienate any of its rights hereunder this AGREEMENT, including the right of payment; or

b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 28 – PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the CONTRACTOR'S performance of the services hereunder and shall pay any fees required therefore. The CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 29 – DISCOUNTS

The CONTRACTOR agrees to offer the CITY a discount of two percent (2%) of the OPERATING FEE portion of any invoice if the invoice is paid within thirty (30) days from the date of the invoice. If the CITY does not pay any given invoice within thirty (30) days of the invoice it shall not be entitled to any discounts on that invoice regardless of the cause for such failure to pay within the thirty (30) day period specified

above. The CITY will still be entitled to the discount if a disputed amount was not paid within thirty (30) days if the reason for the delay is determined to be solely due to the failure by the CONTRACTOR to provide invoices that comply with the requirements of Section 10.2 of this AGREEMENT, or that have incorrect information that precludes the CITY from meeting the thirty (30) day period.

CITY has an option for prepayment of LANDFILL capacity if paid 90 days in advance. The discount for such prepayment shall be two percent (2%) of OPERATING FEE. The quantity of material subject to prepayment is that specified in ARTICLE 4.1.2. Any prepaid LANDFILL capacity not used during any 90 CALENDAR DAY period will be credited to the CITY.

These discounts may not be combined. Only one discount may be applied at one time.

ARTICLE 30 – CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 31 – BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 32 – NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, the CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by the CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject the

CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 33 – EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of this CONTRACT, the CONTRACTOR agrees and represents that it will provide equal employment practices and the CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

   1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

   2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

   3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion,

ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request the CONTRACTOR shall provide evidence that he or she has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to the CONTRACTOR.

F. Upon a finding duly made that the CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, the CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until the CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, the CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;

2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by the CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 34 – AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of a CITY contract, the CONTRACTOR certifies and represents that the CONTRACTOR and each SUBCONTRACTOR hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. CONTRACTOR/CONSULTANT shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that the CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. The CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the

Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the CONTRACTOR.

F. Upon a finding duly made that the CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the CONTRACTOR has been guilty of

willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to the CONTRACTOR by the CITY under the contract, a penalty of ten dollars ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

I. Intentionally blank.

J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the CONTRACT. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the

approval is 30 days or less from expiration, the CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the CONTRACT is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. The CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the CONTRACTOR.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of

employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action

Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.

Q. All CONTRACTORS subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR's CONTRACT with the CITY **(EXHIBIT E)**.

ARTICLE 35 – CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, the CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for the CONTRACTOR'S employees. The CONTRACTOR shall also certify (1) that the Principal Owner(s) of the CONTRACTOR are in compliance with any Wage and Earnings

Assignment Orders and Notices of Assignment applicable to them personally; (2) that the CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that the CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to the CONTRACTOR by the CITY.

Any subcontract entered into by the CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of the CONTRACTOR to obtain compliance of its SUBCONTRACTORS shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination where such default shall continue for more than ninety (90) days after notice of such default to the CONTRACTOR by the CITY.

The CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment

Development Department as set forth in Section 7110(b) of the California Public Contract Code.

ARTICLE 36 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as **Exhibit F** and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.

2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. The CONTRACTOR shall require each of its SUBCONTRACTORS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing.

The CONTRACTOR shall receive and retain on file the executed pledges from each such SUBCONTRACTOR within ninety (90) days of the execution of the Subcontract. The CONTRACTOR'S evidence of executed pledges from each such SUBCONTRACTOR shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. The CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.

5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.

B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.

C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. The AGREEMENT shall inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Credit (EIC). The CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

ARTICLE 37 – AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires the CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) calendar

days after any change to the responses previously provided if such change would affect the CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, the CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract. **(Exhibit G)**

ARTICLE 39 – LOS ANGELES BUSINESS INCLUSION PROGRAM

The CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran, and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. The CONTRACTOR certifies that it has complied with Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts. The CONTRACTOR shall not change any of these designated SUBCONTRACTORS, nor shall the CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

The CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein as **Exhibit A**, for each invoice as described in Article 10, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts invoiced as part of the invoicing procedures.

ARTICLE 40 – EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.

B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.

C. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend this CONTRACT, in whole or in part, and all monies due or to become due under this CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against the CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the CONTRACT. Violation of this provision may be used as evidence against the CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625." **(Exhibit C)**

ARTICLE 41 – SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as **Exhibit D** and incorporated herein by this reference. The CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

ARTICLE 42 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 43 – MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, **Exhibit L**, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 44 – FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

The CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that the CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT. The Department of Public Works Office of Contract Compliance is the DAA.

The CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any

employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

Any subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article. Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO. **(Exhibit M)**

ARTICLE 45 - COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

The CONTRACTOR, SUBCONTRACTORS, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at $100,000 or more and requires approval of a CITY elected official. Additionally, the CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least $100,000 for performance under this CONTRACT:

> Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions
>
> As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at http://ethics.lacity.org/ or by calling 213/978-1960.

The CONTRACTOR, SUBCONTRACTORS, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available **(Exhibit N)**.

ARTICLE 46 - COOPERATIVE PURCHASING

This AGREEMENT may be extended for use by other CITY departments. Any such usage by other CITY departments shall be in accordance with APPLICABLE LAWS. The BUREAU desires that equal prices, terms, and conditions contained in this AGREEMENT be offered to other CITY departments. Any resulting cooperative purchasing shall be solely between the CONTRACTOR and the CITY department, and the BUREAU shall have no liability and shall receive no benefit as a result of such cooperative purchasing. However, the CONTRACTOR shall provide priority service to the BUREAU over any other CITY departments for said service.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

USA WASTE OF CALIFORNIA, INC.
dba WASTE MANAGEMENT
EL SOBRANTE LANDFILL

By: _____

Title: President Southern California Area

Date: 11/25/13

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
John A. Carvalho

Title: Deputy City Attorney

Date: 11/25/13

ATTEST: HOLLY WOLCOTT, Interim City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

JT#1 BOS BCA 1-27-2013

TRANSMITTAL 4

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

JAN - 7 2013

Executive Officer

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
Board Report No. 2
January 7, 2013

CD: ALL

PROCESSING/DISPOSAL SERVICES AND HAULING SERVICES FOR MUNICIPAL SOLID WASTE IN THE CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP) RESULTS

RECOMMENDATIONS

1. Find City Terrace Recycling, LLC non-responsive for failing to successfully complete the BIP evaluation.
2. Find Chiquita Canyon Landfill, CR&R, Inc., Ecology Auto Parts, Inc., K&A Transportation, Inc., Mario's Trucking, Corp., San Bernardino County, Titan Disposal, and Waste Management responsive for successfully completing the BIP evaluation.

TRANSMITTALS

1. Copy of the adopted Bureau of Sanitation (Bureau) motion, dated November 16, 2011, authorizing the Bureau to extend the hauling service contracts on a month-to-month basis until the new contracts are executed.
2. Copy of the adopted Bureau of Sanitation (Bureau) and Bureau of Contract Administration Joint Board Report No. 1, dated February 1, 2012, authorizing the Bureau to distribute a Request for Proposals (RFP) and to negotiate contracts for the Processing/Disposal and Hauling Services for Residual Municipal Solid Waste (MSW) in the City of Los Angeles.
3. Copy of the RFP for the Processing/Disposal and Hauling Services for Residual Municipal Solid Waste (MSW) in the City of Los Angeles.
4. Copy of the letter sent by the Bureau, Centralized Contracts Unit (CCU) to City Terrace Recycling, LLC, dated October 24, 2012, regarding the BIP evaluation of City Terrace Recycling, LLC.

DISCUSSION

Background
The City of Los Angeles (City) is responsible for the collection of residential municipal solid waste (MSW) from over 750,000 single family residences and small apartment complexes (four (4) units or less). On a daily average, the City collects 3,600 tons of residual MSW (i.e., post-source separated MSW or black bin material), 1,800 tons of yard trimmings (i.e. green bin material), and 900 tons of recyclables (i.e. blue bin material) from these single family residences and small apartment complexes.

The Bureau operates a fleet of over 770 heavy-duty vehicles for the collection of residential MSW from six collection districts or wastesheds: East Valley, West Valley, West Los Angeles, North Central, South Los Angeles, and Harbor.

About 1,300 tpd (36 percent) of residual MSW collected in the East Valley and West Valley wasteshed is directly hauled to Republic Service's Sunshine Canyon Landfill (SCL) in Sylmar (C93688), South Los Angeles, North Central, and West Los Angeles districts deliver about 1,870 tpd (52 percent) of residual MSW to the City's Central Los Angeles Recycling and Transfer Station (CLARTS). Of the 1,870 tons transloaded at CLARTS, 1,270 tons is hauled to SCL and 600 tons is hauled to Waste Management's El-Sobrante Landfill in Corona (C110742). The West Los Angeles collection district also delivers about 230 tpd (6.4 percent) of residual MSW to the Southern California Disposal & Recycling (SCD) transfer station in Santa Monica (C109961) to be transloaded for transport to SCL. In the Harbor wasteshed, about 100 tpd (2.8 percent) of residual MSW is transloaded and hauled through the Falcon Transfer Station (owned by Republic Services), and another 100 tpd (2.8 percent) is sent to the South East Recovery Facility (SERRF) in Long Beach for energy recovery. SERRF is owned by the City of Long Beach and the County Sanitation Districts of Los Angeles through a Joint Powers Authority agreement.

At CLARTS, the residual MSW is transloaded onto semi-tractor trailers operated by contracted private haulers. In addition, private waste (100 to 150 tpd) received at CLARTS is transloaded into semi-tractor trailers for transport to designated landfills. CLARTS also accepts yard trimmings material at their facility, and separately transloads and transports this material to designated facilities for processing into mulch or compost. CLARTS has a capacity of receiving up to 4,025 tpd of solid waste.

The Bureau's disposal service contracts with Waste Management's El-Sobrante, Palmdale, and Lancaster landfills were approved by the Board on August 18, 2006 and expired on December 31, 2011. These disposal services are important to the Bureau's efforts to maintain contingent disposal services at competitive rates. In addition, City contracts with the private haulers (Mario's Trucking (C107821), Cabo Transport (C107822), K&A Transportation (C107823), and Ecology Auto Parts (C107824)) for waste transportation from CLARTS were approved by the Board on August 30, 2004, and all have expired as of December 31, 2011. The hauling services are crucial to managing residual MSW generated from the South Los Angeles, North Central, and West Los Angeles wastesheds. On November 16, 2011, the Board adopted a Motion to extend all these contracts on a month-to-month basis until new contracts are full executed (Transmittal No. 1).

On February 1, 2012, the Board of Public Works (Board) authorized the Bureau to distribute a RFP and to negotiate a contract for Processing/Disposal and Hauling Services for Residual Municipal Solid Waste (MSW) in the City of Los Angeles (Transmittal No. 2). The RFP (Transmittal #3) would replace the existing disposal and hauling contracts to fulfill the City's needs.

The ability for the City to contract with more than one disposal facility has served the City well, especially in the event of an emergency or adverse condition at one of the primary disposal sites. In addition, it is prudent for the City to secure these contingent disposal services at a competitive rate prior to the closure of the Puente Hills Landfill in Whittier on October 31, 2013. When the Puente Hills Landfill closes, the capacity for the Los Angeles Region to dispose of about 12,000 tpd of residual MSW will be lost, generating less disposal capacity in the region and therefore likely increasing landfill disposal costs.

Scope of Services

PART 1: PROCESSING / DISPOSAL SERVICES

1. Processing and/or disposal services for 300 tpd (minimum) up to 600 tpd (maximum) of residual MSW.

2. Processing and/or disposal services for up to 3,000 tpd of residual MSW during adverse conditions at the City's primary disposal facilities.

Processing may include existing technologies for resource recovery or beneficial reuse as an alternative to directly disposing the material.

PART 2: HAULING SERVICES

1. Hauling services for up to 500 tpd of private waste from CLARTS to sites designated by the City.

2. Hauling services for 1,800 to 2,500 tpd of residual MSW from CLARTS to Sunshine Canyon Landfill and other sites designated by the City.

3. Hauling services for up to 400 tpd of yard trimmings to designated facilities.

The above listed tonnages are subject to change depending on operational and/or economic conditions.

Proposed Term of Agreement and Estimated Value of the Contract

The proposed contract term for each contract will be five (5) years with one (1) renewal option for an additional five (5) years. The estimated value over ten (10) years (including one (1) five (5) year contract term with one (1) five (5) year renewal option) of the contracts is $57,724,812 for disposal/processing services and $64,473,758 for hauling services. The funding sources are the Solid Waste Resource Revenue Fund (Fund 508) and the Central Los Angeles Recycling and Transfer Station Fund (Fund 47R). There is no impact to the General Fund.

Business Inclusion Program (BIP)
It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. For the purpose of this RFP, the City set anticipated participation levels of four percent (4 %) MBE, two percent (2%) WBE, one percent (1%) SBE, one percent (1%) EBE, and one percent (1%) DVBE based upon the potential areas of work which may be subcontracted.

On February 1, 2012, the Board of Public Works (Board) authorized the Bureau to distribute a Request for Proposals (RFP) and to negotiate a contract for Processing/Disposal and Hauling Services for Residual Municipal Solid Waste (MSW) in the City of Los Angeles. (Transmittal No. 2) Nine (9) proposals were received in response to the RFP with the May 30, 2012 due date. The Bureau's CCU reviewed the BIP documentation submitted with each proposal. In order to be deemed responsive, proposers were required to submit BIP documentation as described in Attachment F of the RFP, and to successfully complete the seven (7) indicators of the BIP Outreach Requirements.

After a detailed review and evaluation by CCU of the BIP documentation submitted by the nine (9) proposers (Chiquita Canyon Landfill, City Terrace Recycling, LLC, CR&R, Inc., Ecology Auto Parts, Inc., K&A Transportation, Inc., Mario's Trucking, Corp., San Bernardino County, Titan Disposal, and Waste Management) CCU found Chiquita Canyon Landfill, CR&R, Inc., Ecology Auto Parts, Inc., K&A Transportation, Inc., Mario's Trucking, Corp., San Bernardino County, Titan Disposal, and Waste Management to be responsive, each successfully completing all of the BIP requirements. However, CCU determined City Terrace Recycling, LLC failed to successfully complete all of the BIP requirements. CCU emailed correspondence, dated October 24, 2012, to City Terrace Recycling, LLC notifying them of being found Nonresponsive. (Transmittal No. 4)

City Terrace Recycling, LLC did not issue a response to CCU's evaluation of their BIP documentation. As a result, CCU is recommending to the Board of Public Works that City Terrace Recycling, LLC be deemed non-responsive for failing to successfully complete the BIP evaluation.

The following summary of the indicator in contention (Indicator 6) lists:

(1) The required documentation for Indicator 6;
(2) City Terrace Recycling, LLC submitted documentation; and
(3) City Terrace Recycling, LLC stated response to clarification; and
(4) CCU's response.

Indicator (6)-Negotiated in Good Faith

The requirement for this indicator states that: *"The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors for each item of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that lead to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN. Required Documentation shall include: a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form; b) An online Summary Sheet organized by work area, listing the following: 1) The responses and/or bids received; 2) The name of the subconsultant who submitted the bid/quote; 3) A brief reason given for selection/non-selection as a subconsultant; c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City; The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. All bids/quotes received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet. To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer's Schedule A. All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet."*

City Terrace Recycling, LLC failed to submit any BIP outreach documentation under the City Terrace Recycling, LLC name to the Bureau of Sanitation. In addition, City Terrace Recycling, LLC did not outreach, negotiate or select the subcontractor Southland Disposal Company, as indicated on the submitted Southland Disposal Company BAVN summary sheet and Schedule A.

City Terrace Recycling, LLC said in response to the clarification sent by CCU *"the relationship between Southland Disposal and City Terrace Recycling regarding our proposal is a Joint Venture. I will send you our Joint Venture Agreement tomorrow morning when I return to my office."*

Per the Business Inclusion Program Requirements (Attachment F), page seven, of the RFP (Transmittal #3), "*only BIP outreach documentation submitted under the bidders name will be evaluated. Therefore submission by a third party will result in the bidder being deemed non-responsive.*" In this case, City Terrace Recycling, LLC submitted a proposal to the Bureau of Sanitation. All throughout this proposal, whether it was noted on its header/footer or throughout its verbiage on the Signature and Authority page and elsewhere stated, "*City Terrace Recycling is pleased to submit the enclosed proposal Processing/Disposal of MSW for the City of Los Angeles.*" Clearly City Terrace Recycling, LLC submitted a proposal for the Processing/Disposal of MSW for the City of Los Angeles project. However when referencing the BAVN contact history, which lists all the proposers who conducted outreach to subcontractors for the aforementioned project, there is no mention of City Terrace Recycling, LLC. Instead a company called Southland Disposal Company conducted and submitted the subcontractor outreach for the Processing/Disposal of MSW for the City of Los Angeles, which again is a violation of the Business Inclusion Program (BIP) Requirements cited above. Please note a Joint Venture Agreement was never sent nor mentioned again following the City Terrace Recycling electronic correspondence. Being the case, City Terrace Recycling, LLC should have conducted and submitted the BIP outreach documentation under its own name. Failure to do so results in City Terrace Recycling, LLC being recommended as non-responsive, as third party representative, Southland Disposal Company, cannot conduct nor submit BIP outreach documentation on behalf of City Terrace Recycling, LLC.

Within the RFP, it states, "*All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.*" For the purpose of this proposal, City Terrace Recycling, LLC is a processor of solid waste. Southland Disposal Company is a hauler of solid waste. Both are completely separate organizations and offer a different description of work. Being the case, City Terrace Recycling, LLC, which is the proposer for the Processing/Disposal and Hauling Services for Residual Municipal Solid Waste (MSW) in the City of Los Angeles project would be considered the primary proposer; whereas Southland Disposal Company would be considered the subcontractor to City Terrace Recycling. Therefore, if City Terrace Recycling intent was to utilize Southland Disposal Company as a subcontractor on this project, which according to the electronic mail correspondence was the case, City Terrace Recycling should have electronically sent mail to Southland Disposal Company, negotiated and finally select Southland Disposal Company. In addition, documentation in the form(s) of an electronic written notice to a subconsultant, a listing on the BAVN online summary sheet, as well as the Schedule A should have been apparent. However Southland Disposal Company was not documented on any of the three documents; therefore cannot be utilized on this contract, on behalf of City Terrace Recycling, LLC, even with the intent stated in the aforementioned electronic correspondence.

Failure to outreach and negotiate with Southland Disposal Company is a violation of the Business Inclusion Program Requirements as subconsultants cannot arbitrarily be added or deleted, and pledged dollar values cannot deviate from the subcontractor bids without the approval of the Board of Public Works, as per the MBE/WBE/SBE/EBE/DVBE/OBE subcontractor outreach program policy. To simply add a subconsultant, such as Southland Disposal Company and/or pledged dollar value, at any time, without prior approval, is in direct violation of the RFP. In addition, even with the inclusion on the Schedule A, a reasonable interpretation would indicate that City Terrace Recycling, LLC failed to negotiate in good faith.

Therefore, without City Terrace Recycling, LLC satisfactorily completing and submitting the BIP outreach documentation under the City Terrace Recycling, LLC name, as well as failing to properly perform outreach and negotiation with the subcontractor, Southland Disposal Company, a reasonable interpretation would indicate that City Terrace Recycling, LLC did not negotiate in good faith or complete the Business Inclusion Program to the satisfaction of the BIP requirements. As a result, CCU would recommend City Terrace Recycling, LLC, as non-responsive both on Indicator 6 and the Business Inclusion Program.

Summary

The Bureau of Sanitation, Central Contracts Unit, acknowledges receipt of Chiquita Canyon Landfill, City Terrace Recycling, LLC, CR&R, Inc., Ecology Auto Parts, Inc., K&A Transportation, Inc., Mario's Trucking, Corp., San Bernardino County, Titan Disposal, and Waste Management BIP documentation. Of the nine (9) BIP proposals submitted, eight (8) are recommended as responsive, (Chiquita Canyon Landfill, CR&R, Inc., Ecology Auto Parts, Inc., K&A Transportation, Inc., Mario's Trucking, Corp., San Bernardino County, Titan Disposal, and Waste Management), while the remaining proposer, City Terrace Recycling, LLC., did not successfully complete the BIP outreach requirements and is recommended as non-responsive according to the BIP evaluations performed by CCU, and as discussed throughout this Board Report. After reviewing all documentation submitted by City Terrace Recycling, LLC, CCU is unable to recommend City Terrace Recycling, LLC as having successfully completed the BIP outreach requirements. Therefore, CCU recommends the Board find City Terrace Recycling, LLC as a non-responsive proposer for failing to successfully complete the BIP requirements, and Chiquita Canyon Landfill, CR&R, Inc., Ecology Auto Parts, Inc., K&A Transportation, Inc., Mario's Trucking, Corp., San Bernardino County, Titan Disposal, and Waste Management as responsive for the Processing/Disposal and Hauling Services for Residual Municipal Solid Waste (MSW) in the City of Los Angeles Request for Proposals. Upon authorization from the Board, the Bureau will return to the Board for authority to negotiate and award the Processing/Disposal and Hauling Services for Residual Municipal Solid Waste (MSW) personal services contract with the selected proposer(s).

Respectfully Submitted,

ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

Prepared by:
Bryan Cowitz, ADM
(213) 485-3697

JT#1 BOS BCA 11-27-2013

EXHIBITS

EXHIBIT A -	**MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE (SCHEDULE A)**
EXHIBIT B -	**INSURANCE REQUIREMENTS**
EXHIBIT C -	**EQUAL BENEFITS ORDINANCE**
EXHIBIT D -	SLAVERY DISCLOSURE ORDINANCE
EXHIBIT E -	NONDISCRIMINATION, EQUAL EMPLOYMENT, AFFIRMATIVE ACTION
EXHIBIT F -	LIVING WAGE ORDINANCE
EXHIBIT G -	CONTRACTOR RESPONSIBILITY ORDINANCE
EXHIBIT H -	BUSINESS TAX REGISTRATION CERTIFICATE
EXHIBIT I -	RESIDENCE INFORMATION
EXHIBIT J -	NON-COLLUSION
EXHIBIT K -	CONTRACT HISTORY
EXHIBIT L -	MUNICIPAL LOBBYING ORDINANCE
EXHIBIT M -	FIRST SOURCE HIRING ORDINANCE
EXHIBIT N -	CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS
EXHIBIT O -	SECOND EL SOBRANTE LANDFILL AGREEMENT, A PUBLIC-PRIVATE PROJECT BETWEEN COUNTY OF RIVERSIDE AND USA WASTE OF CALIFORNIA; FIRST AMENDMENT; and SECOND AMENDMENT
EXHIBIT P -	EL SOBRANTE LANDFILL PROCEDURES AND PROTOCOLS
EXHIBIT Q -	EL SOBRANTE LANDFILL PERMITS
EXHIBIT R-	SUN VALLEY RECYCLING PARK HOST FEE DOCUMENT

EXHIBIT A - **MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

(SCHEDULE A)

FAX → BRYAN COWITZ, CENTRALIZED CONTRACTS UNIT, DEPT OF P.W. BOS
FOR

August 15, 2012 → SEPTEMBER 13, 2012

Explanation on why no Schedule A was provided:
We did not select subconsultants.

Clarification: Please accept this Schedule A that confirms that Waste Management did not select subconsultants for the named project.

SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title DISPOSAL SERVICES for Residential Municipal Solid Waste in the City of Los Angeles	
Proposer USA WASTE OF CALIFORNIA, INC. dba WASTE MANAGEMENT	**Address** 9081 TUJUNGA AVENUE. SUN VALLEY CA 91352
Contact Person LILY LEE	**Phone/Fax** TEL: (818) 252-3106 ; FAX: (818) 252-3249

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE	CALTRANS/ CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
None selected.	N/A	N/A	N/A	N/A

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	$ 0	— %
TOTAL WBE AMOUNT	$ 0	— %
TOTAL SBE AMOUNT	$ 0	— %
TOTAL EBE AMOUNT	$ 0	— %
TOTAL DVBE AMOUNT	$ 0	— %
TOTAL OBE AMOUNT	$ 0	— %
BASE BID AMOUNT → added on 09/13/2012	$ 4,695,000.00	

Lily G Lee
Signature of Person Completing this Form

LILY Y. LEE
Printed Name of Person Completing this Form

Public Affairs Manager August 15, 2012
Title Date

09/13/2012

MUST BE SUBMITTED WITH PROPOSAL

Rev. 07/01/11 (Citywide RFP – BAVN BIP)

* Assuming that the city sends the station upper limit of 14,600 tons per day, at the rate that we submitted for El Sobrante, 313 working days.

DOUG CARLSON
DIRECTOR OF OPERATIONS
09/13/2012

CLEAN COPY ATTACHED.

EXHIBIT B - **INSURANCE REQUIREMENTS**

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: USA Waste of California, Inc. dba Waste Management El Sobrante Landfill Date: 10/22/2013

Agreement/Reference: Disposal of City Refuse

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 1,000,000

☉ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** No less than $10 million aggregate and $2 million per occurrence 2,000,000

☉ Products/Completed Operations ☐ Sexual Misconduct

☉ Fire Legal Liability

☐

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 1,000,000

___ **Professional Liability** (Errors and Omissions)

Discovery Period

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood ☐ Builder's Risk

☐ Earthquake ☐

___ **Pollution Liability**

☐

✓ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds $1,100,000

___ **Crime Insurance**

Other: All limits stated on a per occurrence basis

Provided to Rowena Romano, Sanitation Dept.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/08/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 5847 SAN FELIPE STE 320 HOUSTON TX 77057	CONTACT NAME: Timothy F. Kelly PHONE (A/C, No, Ext): 7134585286 FAX (A/C, No): E-MAIL ADDRESS: mlamb@lockton.com
INSURED Waste Management, Inc. 9081 Tujunga Avenue Sun Valley CA 91352	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE American Insurance Company — 22667 INSURER B : Indemnity Insurance Company of N A — 43575 INSURER C : ACE Property & Casualty Insurance Co — 20699 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU INCLUDED X ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC	Y	Y	HDO G27015189	01/01/2013	01/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ $ 5,000,000 $ 6,000,000 $ 6,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS X MCS-90 SCHEDULED AUTOS X NON-OWNED AUTOS	Y	Y	MMT H08712293	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	XOO G27048201	01/01/2013	01/01/2014	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 115,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C47128250	01/01/2013	01/01/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 3,000,000 $ 3,000,000 $ 3,000,000
A	Excess Auto Liability	Y	Y	XTR H0871230A	01/01/2013	01/01/2014	COMBINDED SINGLE LIMIT (EACH ACCIDENT)	$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

City of Los Angeles and all of its Agencies, Boards and Departments
200 North Main Street
City Hall East, Suite 1240
Los Angeles CA 90012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Timothy F. Kelly

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12.1

March 27, 2012

City of Los Angeles
Javier Polanco
Division Manager, Solid Resources Support Services
1149 S. Broadway Street, Suite 500
Los Angeles, CA 90015

RE: USA Waste of California, Inc., dba Waste Management, Los Angeles Market Area
9081 Tujunga Avenue
Sun Valley, CA 91352
(Processing, Disposal and Hauling of City Refuse)

To Whom It May Concern:

Lockton Companies, LLC, as the Authorized Representative for ACE American Insurance Company, Indemnity Insurance Company of North America and ACE Property & Casualty Insurance Co., has reviewed Article 12.1 Insurance Requirements (page 51) provided to us and can confirm that the insurance for Commercial General Liability, Automobile Liability, Workers' Compensation/EL and Umbrella Liability policies for which we handle the brokering and placement on behalf of Waste Management, Inc. of which, USA Waste of California, Inc. dba Waste Management, Los Angeles Market Area is an entity, meets the coverage limits stated in 12.1. Please note that the General Liability $10,000,000 aggregate is fulfilled through the Umbrella policy, as the GL limits are $5,000,000 each occurrence, $6,000,000 each aggregate.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Shala Gallagher, ACSR
Account Manager

Dated this 27th day of March, 2012

NANCY A REICHART
My Commission Expires
March 15, 2013

LOCKTON COMPANIES, LLC
5847 San Felipe, Suite 320 / Houston, TX 77057-3183
713-458-5200 / FAX: 713-458-5299
www.lockton.com

EXHIBIT C - EQUAL BENEFITS ORDINANCE

Waste Management

Company Information	
ID	22353
Name:	Waste Management
Address:	9081 Tujunga Avenue Sun Valley, CA 91352

File Name	Date Uploaded	Status	Date Verified	EEOE Verfication
Affirmative Action				
C110742AA2013	01/18/2013	Verified	02/01/2013	
Equal Benefits Ordinance				
C110742EBO2013	01/18/2013	Verified	02/01/2013	
First Source Hiring Ordinance				
C110742FSHO2013	01/18/2013	Verified	02/01/2013	
Non-discrimination/Equal Employment Practices Provisions				
C110742NonDisEE2013	01/18/2013	Verified	02/01/2013	
Slavery Disclosure Ordinance				
Not Uploaded				
Slavery Disclosure Ordinance (Indefinite Application)				
C110742SDO2013	01/18/2013	Verified	02/01/2013	

LA BAVN is NOT responsible for the timeliness or accuracy of this data. If in doubt, please contact the opportunity's agency of record for additional information.
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EXHIBIT D - **SLAVERY DISCLOSURE ORDINANCE**

Waste Management

Company Information	
ID	22353
Name:	Waste Management
Address:	9081 Tujunga Avenue Sun Valley, CA 91352

File Name	Date Uploaded	Status	Date Verified	EEOE Verfication
Affirmative Action				
C110742AA2013	01/18/2013	Verified	02/01/2013	
Equal Benefits Ordinance				
C110742EBO2013	01/18/2013	Verified	02/01/2013	
First Source Hiring Ordinance				
C110742FSHO2013	01/18/2013	Verified	02/01/2013	
Non-discrimination/Equal Employment Practices Provisions				
C110742NonDisEE2013	01/18/2013	Verified	02/01/2013	
Slavery Disclosure Ordinance				
Not Uploaded				
Slavery Disclosure Ordinance (Indefinite Application)				
C110742SDO2013	01/18/2013	Verified	02/01/2013	

LA BAVN is NOT responsible for the timeliness or accuracy of this data. If in doubt, please contact the opportunity's agency of record for additional information.
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EXHIBIT E - **NONDISCRIMINATION, EQUAL EMPLOYMENT, AFFIRMATIVE ACTION**

Waste Management

Company Information	
ID	22353
Name:	Waste Management
Address:	9081 Tujunga Avenue Sun Valley, CA 91352

File Name	Date Uploaded	Status	Date Verified	EEOE Verfication
Affirmative Action				
C110742AA2013	01/18/2013	Verified	02/01/2013	
Equal Benefits Ordinance				
C110742EBO2013	01/18/2013	Verified	02/01/2013	
First Source Hiring Ordinance				
C110742FSHO2013	01/18/2013	Verified	02/01/2013	
Non-discrimination/Equal Employment Practices Provisions				
C110742NonDisEE2013	01/18/2013	Verified	02/01/2013	
Slavery Disclosure Ordinance				
Not Uploaded				
Slavery Disclosure Ordinance (Indefinite Application)				
C110742SDO2013	01/18/2013	Verified	02/01/2013	

LA BAVN is NOT responsible for the timeliness or accuracy of this data. If in doubt, please contact the opportunity's agency of record for additional information.
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EXHIBIT F - **LIVING WAGE ORDINANCE**

EXHIBIT G - CONTRACTOR RESPONSIBILITY ORDINANCE

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: DISPOSAL SERVICES & HAULING SERVICES FOR MUNICIPAL SOLID WASTE IN THE CITY OF LOS ANGELES

RFB/RFQ/RFP # (if any): Date RFB/RFQ/RFP Released:

Procuring Dept.: SANITATION Mail Stop #: 521

Name of Dept. Contact: ROWENA ROMANO Phone: (213) 485-3626

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: USA ~~V8A~~ WASTE OF CALIFORNIA INC

Company Address: 9081 TUJUNGA AVENUE

City: SUN VALLEY State: CA Zip: 91352

Company Name:

Company Address:

City: State: Zip:

Company Name:

Company Address:

City: State: Zip:

Company Name:

Company Address:

City: State: Zip:

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 10/17/13.

The Questionnaires were processed by:

X Dept. of Public Works for Construction Contracts and **Service** Contracts

____ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Marc Wright Phone (213) 847-2408

DAA Representative Signature Date 10/17/13

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: Agreement between the City of Los Angeles and USA WASTE OF CALIFORNIA, I. dba WASTE MANAGEMENT EL SOBRANTE LANDFILL for disposal services for residual municipal solid waste in the City of Los Angeles

RFB/RFQ/RFP # (if any): RFP – BAVN JS 13037 Date RFB/RFQ/RFP Released: 02/08/2012

Procuring Dept.: SANITATION Mail Stop #: 521

Name of Dept. Contact: NICOLETA SERBANESCU (Cntr. coordin.) Phone: 213-485-3592
ROWENA ROMANO (project manager) 213-485-3626

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: USA WASTE OF CALIFORNIA, INC. dba WASTE MANAGEMENT EL SOBRANTE LANDFILL
Company Address: 9081 TUJUNGA AVENUE
City: SUN VALLEY State: CA Zip: 91352

Company Name:
Company Address:
City: State: Zip:

Company Name:
Company Address:
City: State: Zip:

Company Name:
Company Address:
City: State: Zip:

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) _____.

The Questionnaires were processed by:

_X_ Dept. of Public Works for Construction Contracts and Service Contracts
____ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature _____ Date _____

12.11 = RQ

22 pages total

SERVICE

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

BUREAU OF SANITATION, DEPT OF PUBLIC WORKS | ROWENA ROMANO, | (213) 485-3626

City Department/Division Awarding Contract | City Contact Person | Phone

REQUEST FOR PROPOSAL FOR PROCESSING/DISPOSAL SERVICES AND HAULING SERVICES FOR MUNICIPAL SOLID WASTE IN THE CITY OF LOS ANGELES

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

VSA Waste of California, Inc.

Bidder/Proposer Business Name

9081 TUJUNGA AVENUE | SUN VALLEY | CA | 91352

Street Address | City | State | Zip

DOUG CORCORAN, DIRECTOR OF OPERATIONS | (818) 252-3147 | (818) 252-3249

Contact Person, Title | Phone | Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☐ An initial submission of a completed Questionnaire.

☒ An update of a prior Questionnaire dated __/__/2009.

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated __/__/__ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

DOUG CORCORAN | March 27, 2012

Print Name, Title | Signature | Date

DIRECTOR OF OPERATIONS | 05/30/2012

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 22 (RQ = Responsibility Questionnaire)

updated

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

X **Corporation:** Date incorporated: 6/25/93 State of incorporation: DE

List the corporation's current officers.

President:

Vice President: (See attached) p. 9 of 22

Secretary:

Treasurer:

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Waste Management Holdings, Inc. (DE) - 100%

☐ **Limited Liability Company:** Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

RQ = 2 of 22

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☒ Yes ☐ No p. 12 Q 22

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☒ Yes ☐ No p. 13 Q 22

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☒ Yes ☐ No p. 14 Q 22

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

RQ: 3 Q 22

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 19 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No p. 11 of 22.

If, **Yes,** list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No (See attachment) p. 15 of 22

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

RQ: 4 of 22

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case; the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

    (a) Payment to subcontractors?

    ☐ **Yes** ☒ **No**

    (b) Work performance on a contract?

    ☒ **Yes** ☐ **No** (see attached) > p. 16-17 of 22.

    (c) Employment-related litigation brought by an employee?

    ☒ **Yes** ☐ **No** (see attached)

14. Does your firm have any outstanding judgements pending against it?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

    ☐ **Yes** ☒ **No** (see attached) p. 18 of 22 - Statement.

    If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

    ☒ **Yes** ☐ **No** (See attached) p. 19 of 22; p. 20-21 of 22.

    If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome. Also Last of 22.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

RQ: 5 of 22

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

~~If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.~~

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

DOUG CORCORAN, DIRECTOR OF OPERATIONS		March 27, 2012
Print Name, Title	Signature	Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the Internet for public review. Make copies of this Attachment if additional pages are needed.

Page 7 of 22.

(See attached)

SERVICE

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page _____

(See attached)

RQ: 8 9 22

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor
- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice
- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)
- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency
- Environmental Protection Act

National Labor Relations Board
- National Labor Relations Act

Federal Equal Employment Opportunity Commission
- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES

California's Department of Industrial Relations
- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing
- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs
- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice

LOCAL ENTITIES

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

AA: 9 9 22

Officers and Directors
USA Waste of California, Inc.

Duane C. Woods	President
Larry W. Metter	Vice President
Alejandro Oseguera	Vice President
Barry S. Skolnick	Vice President
Jason S. Rose	Vice President
Douglas E. Corcoran	Vice President
Douglas J. Diemer	Vice President
Lawrence L. Galek	Vice President and Assistant Treasurer
Joseph J. Cassin	Vice President
Ronald D. Pope	Vice President
Robert E. Longo	Vice President and Assistant Secretary
Linda J. Smith	Vice President, Secretary and Sole Director
Greg A. Robertson	Vice President, Chief Financial Officer and Controller
John S. Tsai	Vice President and Assistant General Counsel
Cherie C. Rice	Vice President and Treasurer
Don P. Carpenter	Vice President and Assistant Treasurer
Edward R. Schauble	Vice President
Courtney A. Tippy	Assistant Secretary
Mark A. Lockett	Assistant Treasurer
Devina A. Rankin	Assistant Treasurer

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As of January 1, 2012

Current and Prior City of Los Angeles Contracts

~~March 2012 Submission~~ no change - 05/30/2012

Contract No.	Name of City Department/Agency	Contact Person/ Phone Number	Signing Date	Completion Date	Description of Work	Total Dollar Amount
110742	Bureau of Sanitation	Javier Polanco 213-485-3062	Attested 10/19/2006	Current	Disposal services for city waste.	$21,924,000.00
C-107485	Bureau of Sanitation	Stanton Lewis 213-485-3581	Attested 10/14/2004	Current	Receipt, processing, and reuse of residential green material from the Valley and Metro transfer areas.	$1,619,505.00
C-113188	Bureau of Sanitation	Neal Guglielmo 213-485-3905	03/18/2008	03/17/2013	Multi-family residential recycling.	$17,000,000.00
C-112001	Bureau of Street Services	Josie Santiago 213-847-2861	08/09/2007	08/2010	Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the East Valley Diversion Facility.	Not to exceed $12,000,000.00
C-1122002	Bureau of Street Services	Josie Santiago 213-847-2861	08/09/2007	08/2010	Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the Downtown Diversion Facility.	Not to exceed $12,000,000.00
RFQ#1006	Bureau of Street Services	Josie Santiago 213-847-2861	11/05/2003	As-needed	"Recycling & Disposal sites for Inert Materials" Vendors	As-needed basis.
C-92531	Bureau of Sanitation	Stanton Lewis 213-485-3581	04/1995	08/2004	Processing and transport of green and wood waste in the Northeast SF Valley.	Not to exceed $31,135,000.00
C-56886	Bureau of Sanitation	Stanton Lewis 213-485-3581	04/1995	08/2004	Processing and transport of green and wood waste downtown.	Not to exceed $31,135,000.00
C-93689	Bureau of Sanitation	Javier Polanco 213-485-3062	07/1996	06/2001	Disposal services for city-collected residential waste.	$18.07/ton+CPI for life of contract.
01165-1	Department of Water & Power	Karen Higgins 213-367-1137	04/01/2001	03/31/03	Rubbish removal for 25-yard and 40-yard containers.	$150,000.00
4600002002	L.A. World Airports	Chris Baker	08/14/2003	06/30/04	Disposal of solid waste from 20- and 40-yard rolloff containers and compactors at LAX.	$98,000.00
57100	Department of General Services	Jane Ugalde 310-648-5167	05/01/2001	12/01/2003	Rolloff, 3-yard and storage box rubbish removal.	$960,000.00
4600003685	L.A. World Airports	Cheryl Sampson	11/25/2005	11/25/2008	Commercial recycling.	$99,000.00

C (1) Relationship between firm and associated firms.

USA Waste of California, Inc. is wholly-owned by Waste Management Holdings, Inc., which in turn is wholly-owned by Waste Management, Inc. USA Waste of California, Inc. owns 100% of the stock of the following subsidiaries, which operate in the State of California:

Waste Management of Alameda County, Inc.
Antelope Valley Recycling and Disposal Facility, Inc.
Coast Waste Management, Inc.
Waste Management Recycling and Disposal Services of California, Inc.
Feather River Disposal, Inc.
Valley Garbage and Rubbish Co., Inc.
California Asbestos Monofill, Inc.
Guadalupe Rubbish Disposal Co., Inc.
Azusa Land Reclamation, Inc.
Moor Refuse, Inc.
Redwood Landfill, Inc.
Anderson Landfill, Inc.
Nu-Way Live Oak Reclamation, Inc.
Liquid Waste Management, Inc.
Cal Sierra Disposal
Looney Bins, Inc.
Downtown Diversion, Inc.
Thermal Remediation Solutions, LLC

USA Waste of California, Inc. is affiliated with a number of other subsidiaries of Waste Management, Inc. that are qualified to do business in the State of California, including but not limited to:

Waste Management of California, Inc.
GI Industries
Waste Management National Servcies, Inc.
Chemical Waste Management, Inc.
Waste Management Collection and Recycling, Inc.
Modesto Garbage Co., Inc.
Western Waste Industries
Waste Management of Oregon, Inc.
WM Energy Solutions, Inc.
WM Recycle America, LLC
Avalon Southwest, Inc.
Mountain High Medical Disposal Services, Inc.
WM Storage, Inc.
WM Organic Growth, Inc.
WM Renewable Energy, LLC
WM Greenops, LLC
WM Green Squad, LLC
WM Curbside, LLC
WM Lamptracker, Inc.
CA Newco, LLC
Recycle America Co., LLC
High Mountain Fuels, LLC
WM Healthcare Solutions, Inc.

RQ: 12 of 22

C(2) List of active business units operated by USA Waste of California, Inc. - May 23, 2012

BU #	Business Unit Name	Address	City	State	Zip Code
50	Sac Val Disposal	8761 Younger Creek	Sacramento	CA	95828-1023
51	Stockton Scavenger	1240 Navy Drive	Stockton	CA	95206-1167
109	WM of San Diego Orange County Area Office	1800 S. Grand Ave.	Santa Ana	CA	92020-1501
149	BDC/Big Disposal	1211 W Gladstone Street	Azusa	CA	91702-5142
159	LA Metro Hauling	1970 E. 213th Street	Long Beach	CA	90810-1201
160	Santa Clarita Hauling/Blue Barrel Disposal	25772 Springbrook Rd.	Saugus	CA	91350-2563
161	Corona Hauling	800 South Temescal Street	Corona	CA	92879-2058
165	Fresno Hauling	4333 East Jefferson Avenue	Fresno	CA	93725-9707
166	El Sobrante Landfill	10910 Dawson Canyon Rd.	Corona	CA	92883-5020
169	Carson Transfer Station	321 West Francisco Street	Carson	CA	90745-1006
171	Fresno Transfer Station	5608 South Villa Ave.	Fresno	CA	93725-8902
519	Jolon Road Transfer Station	52654 Jolon Road	King City	CA	93930
527	Carmel Marina Corporation	11240 Commercial Parkway	Castroville	CA	95012-3206
529	Salinas Disposal Service Inc	1120 Madison Land	Salinas	CA	93907-1818
531	Anderson-Cottonwood Disposal	8592 Commercial Way	Redding	CA	96002-3901
533	Corning Disposal	3281 Hwy. 99W	Corning	CA	96021-9736
536	Nevada City Garbage Service	11229 McCourtney Road	Grass Valley	CA	95945
538	North Valley Disposal	2569 Scott Ave.	Chico	CA	95928-7188
540	Lassen Waste Systems	335 North Main Street	Alturas	CA	96101-4048
541	Paradise Solid Waste	951 American Way	Paradise	CA	95969-6315
543	Central Valley Waste	1333 East Turner Road	Lodi	CA	95240-0730
550	UWS of California	1120 Madison Lane	Salinas	CA	93907-1818
1170	WM of Sacramento Nevada Area Office	11931 Foundation Place	Gold River	CA	95670
1369	Atascadero Waste Alternatives	7625 San Luis Avenue	Atascadero	CA	93422-5229
1500	Western Area Office	7025 N. Scottsdale Rd #200	Scottsdale	AZ	85253-3675
1584	WM San Diego	1001 W Bradley Avenue	El Cajon	CA	92020-1501
1812	CMC Recycling	11260 Commercial Parkway	Castroville	CA	95012-3206
1813	Lodi Recycling	1333 E. Turner Rd.	Lodi	CA	95240-0703
1818	Clayton Ward Recycling	2500 Ellis St.	Redding	CA	96001-3522
1969	Nevada County MRF	13083 Grass Valley Ave	Grass Valley	CA	95945-9325
1971	North Valley MRF	2569 Scott Ave	Chico	CA	95928-7188
1974	Lodi Transfer Station	1333 E Turner Rd	Lodi	CA	95240-0730
2360	Orange Transfer and MRF Recycling	2050 N Glassell St	Orange	CA	92865-3306
2366	San Gabriel USACA	13940 E Live Oak Ave.	Baldwin Park	CA	91706-1321
2618	NuWay Arrow Land Reclamation	1270 E. Arrow Hwy	Irwindale	CA	91706-1359
2648	Corporate - Western Group Office	1001 Fannin, Ste 4000	Houston	TX	77002-6711
2684	Compton Hauling	407 E El Segundo Blvd.	Compton	CA	90222-2316
2782	El Cajon Transfer Station	1001 W Bradley Avenue	El Cajon	CA	92020-1501
2798	Southwest Call Center	2421 W Peoria Avenue	Phoneix	AZ	85209-4944
2858	Western Group Sales	2421 W Peoria Avenue	Phoenix	AZ	85209-4944
4946	Chino Hauling	13793 Redwood Avenue	Chino	CA	91710-5506
4969	Sacramento Recycling and Transfer Station	8491 Fruitridge Road	Sacramento	CA	95826-4807

RQ = 13 & 22

updated 05/23/2012

C (4) Name of corporation that holds the firm's licenses:

USA Waste of California, Inc.

E (10) Circumstances surrounding instances of contract termination by governmental or private entity or individual.

There have been no material contract defaults involving the Bidder that have been the subject of contract termination. The Bidder has hundreds of thousands of contracts with private individuals and private entities and, as such, some may have been terminated prior to completion for a variety of reasons; however, the Bidder does not track such terminations in a centralized fashion.

F (13) Litigation

Matter Name	Status	Comments	Court	Case No.	Date Filed
Bledsoe, Karen v. USA Waste of California, Inc. and Heather Lott	Inactive	Complaint filed by former employee alleging wrongful termination, among other claims. Settled.	Sacramento County Superior Court	07AS02805	06/19/07
Ron Tomczak, Christina Poeppel, et al. v. USA Waste of California, Inc. and Waste Management of California, Inc.	Inactive	Uncertified class action by commercial service customers alleging breach of contract, breach of covenant of good faith and fair dealing, unfair competition, among other allegations. Settled.	San Diego County Superior Court	37-2007-00069453-CU-BT-CTL	07/02/07
Thompson, Laura v. Waste Management of California, Inc.	Inactive	Wrongful termination complaint filed by former employee. Court granted summary judgment to WM. Dismissed.	Plumas County Superior Court	27745	10/18/07
Mnoian Management, Inc. v. Sanifill of California, Inc., et al.	Active	Breach of contract action by property owner asserting that WM did not properly backfill a pit on the property. Settled.	Los Angeles County Superior Court	KC053061 G	05/30/08
Lopez, Jesse v. Waste Management dba Stockton Scavengers Association, et al.	Inactive	Complaint by former employee alleging discrimination due to disability and failure to accommodate. Settled.	San Joaquin County Superior Court	39-2008-00187786-CU-CR-STK	07/03/08
West Coast Recycling Services, Inc. d/b/a Mission Recycling v. Recycle America Alliance LLC, et al.	Inactive	Breach of contract and fraud action alleging that WMRA intentionally ceased delivery of recyclable material. Defendants counter that contract was terminable at will. Settled.	Los Angeles County Superior Court	BC395445	07/31/08
Sues, Suzanne v. Waste Management, GI Industries, et al.	Inactive	Wrongful termination complaint alleging sexual/gender harassment, unlawful retaliation, disability discrimination, among other claims. Settled.	Orange County Superior Court	30-2008-00115597	12/03/08
Johnson, Gregory v. Anderson Landfill, Inc., USA Waste of California, Inc., et al.	Inactive	Complaint for wrongful discharge in violation of public policy; violation of labor code Section 1102.5; breach of covenant of good faith and fair dealing. Settled.	Shasta County Superior Court	165093	12/31/08
Loza, Julio vs. Waste Management, et al.	Inactive	Wrongful termination matter alleging disability and age discrimination, among other claims. Settled.	Los Angeles County Superior Court	BC416901	06/30/09
Murillo, Gilberto vs. Waste Management of California Inc, et al.	Inactive	Complaint alleging employment discrimination, failure to accommodate disability, among other claims. Settled.	Los Angeles County Superior Court	BC417954	07/16/09
Mitchell, James v. USA Waste of CA, Inc & Brian Waters	Inactive	Wrongful termination matter alleging age discrimination, among other claims. Settled.	San Joaquin County Superior Court	39-2010-00238304-CU-WT-STK	04/01/10
RREEF America REIT II Corp. DD dba Provence at Valencia, Plaintiff v. USA Waste of California, Inc. dba Blue Barrel Disposal	Inactive	Complaint by commercial customer alleging improperly billed service charges. Settled.	Los Angeles County Superior Court	BC438811	06/11/10
Meneses, Julio v. Waste Management Collection and Recycling, Inc., et al	Inactive	Wrongful termination matter. Settled.	Riverside County Superior Court	10013464	07/07/10
Corrales, Silvestre v. Waste Management, Inc., Jorge Hernandez	Inactive	Complaint for wrongful discharge in violation of public policy, among other claims. Settled.	Orange County Superior Court	30-2010-00388395	07/09/10
Delgado, Gilbert, & Torres, Moises vs. USA Waste of CA Inc., et al.	Active	Employee complaint stemming from alleged California wage and hour violations.	Riverside County Superior Court	10017396	08/31/10
Martinez, Jesus v. Waste Management Collection & Recycling, Inc.	Inactive	Wrongful termination matter. Settled.	Los Angeles County Superior Court	BC452050	12/28/10
Smith, Tanya v. WM, Inc. dba El Sobrante Landfill	Active	Wrongful termination complaint alleging breach of contract and other allegations.	Riverside County Superior Court	RIC100024986	12/30/10
Casian, Juan v. USA Waste of CA Inc. dba WM Inc.	Inactive	Wrongful termination matter. Settled.	Los Angeles County Superior Court	BC454783	02/09/11

Matter Name	Status	Comments	Court	Case No.	Date Filed
Persley & Killings v. WM Inc of CA	Active	Action by temporary employees alleging sexual harassment and sexual favoritism.	Riverside County Superior Court	1107883	05/05/11
California Sportfishing Protection Alliance v. USA Waste of California, Inc. and Steve Cameron	Active	Clean Water Act citizen suit alleging failure to comply with stormwater discharge requirements.	USDC, Eastern District of California	2:11-CV-02663-WBS-KJN	10/24/11
Dinwiddie, Curtis v. Waste Management, Inc. dba Waste Management; and Don Johnson	Active	Complaint by former employee for discrimination on the basis of race and color; retaliation; hostile work environment, failure to prevent harrassment, and wrongful termination in violation of public policy.	USDC, Eastern District of California	11-CV01874-AWI-GSA	11/03/11
Jose Hernandez v. Waste Management	Active	Claim of discrimination on the basis of age, violation of the California Family Rights Act, and failure to prevent discrimination.	Fresno County Superior Court	12CECG00015	01/03/12
Abboud, et al. v. Consolidated Disposal Service, Republic Services, et al.	Active	Class action to recover alleged collection fees from persons in Unincorporated Los Angeles County.	Los Angeles County Superior Court	BC464116	06/22/11

05/25/12

*Does not reflect litigation history of facilities that have been closed or sold.

RQ 11 Q 22
05/29/12

F. 15

F (15) Liquidated damages.

Waste Management and its subsidiaries, including USA Waste of California, Inc., do not track liquidated damages, and as such, have no means by which to report any liquidated damages that may have been paid by the Bidder in the past five years. However, we are not aware of any material contract defaults involving the Bidder's 40+ locations that resulted in the payment of liquidated damages.

RQ: 18 of 22

G (16) Compliance

As Waste Management's chief operating subsidiary in California, at times the 40+ active business units of USA Waste of California, Inc. have been investigated, cited and/or assessed penalties in various regulatory matters. We include a five-year history of notices of violation from environmental agencies, certain labor and employment matters with government entities, and penalties paid according to the on-line database maintained by the Occupational Health and Safety Administration. Our report includes information relating to facilities inherited by USA Waste of California, Inc. via corporate consolidation or acquired via asset purchase agreement. However, for many of the other types of laws, rules and regulations referenced in the City's request, we do not regularly or centrally track information.

RQ: 19 9 22

G (16) Compliance - Labor and Employment Matters with Government Agencies

Facility	Date	Claimant	Agency	Nature of Claim
WM of Los Angeles	1/9/07	Doniel Ervin	DFEH	DFEH charges of discrimination based on race and harrassment. Case Nos. E2006-07T0799-00E/37AA711039.
Stockton Scavengers	2/23/07	Jesse Lopez	EEOC/DFEH	Discrimination charge filed with the DFEH and EEOC; DFEH case no. E200607E0731-00-pe/EEOC case no. 37AA709151.
Fresno Hauling & Transfer Station	5/24/07	Barbara Lynne Mitchell	CA DOL	Labor Commission case, alleging unpaid sales commissions, Case Number 04-40620.
Stockton Scavengers	3/17/08	Teamsters Local 439	NLRB	Unfair labor practice charge filed by Teamsters Local 439 with NLRB Region 32.
WM of Sacramento	4/9/08	Narissa R. Coker	EEOC	Discrimination charge filed with EEOC on 4/9/08, #555-2008-00508.
El Sobrante Landfill	5/6/08	Anita Bonillas	DFEH	Complaint filed with DFEH E-200708-K-1734 and EEOC 37AA814245 on 5/6/08 alleging sexual discrimination and retaliation.
WM of Sacramento	5/8/08	Paul Corsi	EEOC	Age discrimination charge filed with EEOC on 5/8/08 #37A-2008-09384.
Central Valley Waste Services	5/19/08	James Mitchell	EEOC	EEOC charge no. 550-2008-01599 filed May 19, 2008 alleging discrimination.
WM of Orange County	6/26/08	Marcos Abrego	EEOC/DFEH	Claim of disability discrimination. DFEH E-200708-K-2061-00pe and EEOC
WM of Sacramento	9/14/08	Mark Romandia	CA DOL	Case no. 08-59119.
El Sobrante Landfill	9/22/08	Tanya Smith	EEOC	Discrimination and harassment charge filed with the EEOC on September 22, 2008 , case #480-2008-04430.
Compton Hauling	11/24/08	Julio Loza	DFEH	Complaint filed with DFEH alleging denied disability accommodation; # DFEH E200809-R0978-00-pc.filed 11/24/08
Salinas Disposal	12/1/08	Juan Banda	CA DOL	Case no. 12-75112.
Salinas Disposal	12/1/08	Donald Brooks	CA DOL	Case no. 12-75104.
Salinas Disposal	12/1/08	Arcadio Ortiz	CA DOL	Case no. 12-75127.
Salinas Disposal	12/1/08	John Enes	CA DOL	Case no. 75110.
El Sobrante Landfill	2/24/09	Jennifer Anderson	DFEH	Complaint of sexual discrimination filed with the DFEH #E-200809-K-1306-01s on 2/24/09.
Central Valley Waste Services	3/8/09	James Mitchell	EEOC	Complaint of racial discrimination filed with the EEOC #550-2009-00246 filed on
Salinas Disposal Svcs.	3/13/09	Salinas Disposal	NLRB	Charge filed 3/13/2009 with NLRB alleging retalitation for union related activities. Case #: 32-CA-24371 Filed: 3/6/2009. Charge of denial of Weingarten rights filed 3/24/2009, Case #: 32-CA-24417.
Inland Empire Corona	4/14/09	Venegas & Ventura, Local 12	NLRB	ULP charge filed 4/14/2009. Case Number: 31-CA-38809.
LA Hauling	8/3/09	Jose Sanez	NLRB	Charge filed with the NLRB alleging Section 8 vioations. Case Number: 21-CA-38711
Santa Clarita Hauling	10/5/09	William Jones	EEOC	Charge with the EEOC alleging racial discrimination. Case Number: 480-2010-00055 Date Filed: 10/5/2009.
Fresno Hauling & Transfer Station	1/29/10	Jose Hernandez	EEOC/DFEH	Discrimination charge alleging violation with the ADEA Act. EEOC #: 37ABO6137 DFEH #: E200910-C-0443-00afe
BDC Special Waste Services	3/8/10	BDC Special Waste Services, Teamsters Local 396	NLRB	ULP allegation of violating section 8 (a) and subsections (1) and (5).
Compton Hauling	5/5/10	Ernest Covarrubias	EEOC	Charge of age discrimination, in violation of the ADEA.
Stockton Scavengers	5/11/10	Jess Juarez	DFEH	Allegation of disability discrimination in violation of the CA Fair Employment and Housing Act.
Fresno Hauling & Transfer Station	10/5/10	Ray Martinez	EEOC	Allegation of discrimination filed with DFEH for CFRA leave.
Stockton Scavengers	10/7/10	Stockton Local 439	NLRB	Teamsters Local 439 filed a charge alleging violations of Section 8 (s), subsections (1) and (3) of the NLRB Act. Case no. 32-CA-25093
CMC Recycling	11/18/10	Alejandro Zamora	EEOC	Allegation of age discrimination in violation of the ADEA.
Inland Empire Corona	12/17/10	Eddie Cortez	EEOC	Allegation of disability discrimination in violation of the ADA.
Stockton Scavengers	2/10/11	Raul Hernandez	DFEH	Charge of discrimination and retaliation filed with the DFEH based on health condition.
WM of Sacramento	7/1/11	Gina Cornett	DLSE	DLSE claim for unpaid wages filed on 6/16/2011.
Fresno Hauling & Transfer Station	2/8/12	Jose Hernandez	DFEH	Allegation of age discrimination, DFEH case no. E2011112CO526-00-apre/37-AB206155.
Central Valley Waste Services	2/22/12	Christopher Michael Chavez	DLSE	DLSE complaint no. 14-31861 JS, alleging wages owed for breaks.
North Valley Disposal	3/11/12	Chad Cleveland	DLSE	DLSE Charge of retalitation/termination due to vehicle safety complaints.
Inland Empire Corona	3/11/2012	Luis Bailon	NLRB	Allegation of ULP, case no. 21-CB-075930.
Inland Empire Corona	3/14/12	Eddie Cortez	NLRB/EEOC	Allegation of ULP: breach of duty of fair representation, and EEOC complaint.

**Does not reflect history to facilities that have been sold.

RQ: 20 of 22

G (16) Notice of Violations - Environmental Matters

Site Name	Date	Nature of Violation	Issuing Agency
Sac Val Disposal	4/3/2007	Alleged that the facility discharged pollutants to the County's storm drain system	County of Sacramento
Inland Empire (Corona)	8/16/2007	Alleged violation for having missing two emission control labels	CARB
USA Waste of California	10/17/2007	Alleged that certain WM companies failed to maintain required records regarding periodic smoke opacity testing at several fleet facilities during the years of 2004 and 2005.	CARB
Inland Empire (Corona)	5/20/2008	Alleged failure to maintain truck in good working order, leaking on the roadway.	County of Riverside Dept of Environment
Inland Empire (Corona)	10/21/2008	It is alleged that a vehicle from the facility was not maintained to standards, leaking on the roadway	County of Riverside Dept of Environment
Sac Val Disposal	4/23/2009	It is alleged the facility discharged of portable toilet wastewater with a TPH concentration in excess of permitted limits (100 mg/L).	City of Stockton
Long Beach Hauling	6/8/2011	As a result o f a June 08, 2011 storage tank inspection it is alleged that the following required items were not submitted, as required: - Secondary containment testing - AB 2481 testing - Line leak detection testing - Financial responsibility certification - Designated Operator statement. - March 12, 2011 testing that showed failures in the 8 7 annular space and the diesel south annular space.	LAPDW
San Gabriel	5/26/2011	As a result of a May 26, 2011 storage tank inspection it is alleged that both the CA Financial Responisbiilty Certificaiotn and the Oneer Statement of Designated Operator were missing from the file.	LAPDW

*Does not reflect history prior to acquisition or relating to facilities that have been sold or closed.

RQ = 21 of 22

updated 05/23/2012

G (16) Compliance - OSHA Penalties Paid

Open Date	Inspection #	Site	Inspection Type	Penalty	Close Date
6/18/2007	309149581	Compton Hauling	Planned	$6,750	Date Unknown
8/28/2007	309679298	Stockton Scavengers Assoc.	Planned	$150	1/23/2009
9/12/2007	309679330	Central Valley Waste Svcs	Planned	$2,850	6/20/2008
9/12/2007	309679348	Lodi Recycling Facility	Prog Related	$3,000	3/2/2009
2/27/2009	311867972	Alturas Disposal	Complaint	$560	7/2/2009

*Does not reflect history prior to acquisition or relating to facilities that have been sold or closed.

RR: Last q 22.

EXHIBIT H - **BUSINESS TAX REGISTRATION CERTIFICATE**

CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

12,2

USA WASTE OF CALIFORNIA INC
WASTE MANAGEMENT- LOS ANGELES
MARKET AREA

9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352-1516

9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352-1516

USA Waste of California, Inc.
(WM-LAMA)
Fund/Class: L049 - cost of maintaining only
9081 TUJUNGA AVENUE
SUN VALLEY CA 91352
Acct 0000383632-0001-7; L049

EIN:
68-
0306154

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX ISSUED: 08/19/2011

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000383632-0001-7	L049	Professions/Occupations	08/15/2011	Active

COPY

USA WASTE OF CALIFORNIA INC
WASTE MANAGEMENT- LOS ANGELES MARKET AREA

9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352-1516
9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352-1516

ISSUED BY:
Antonia R. Christensen
DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS- Office of Finance P.O. Box 53200 Los Angeles CA 90053-0200

EXHIBIT I - **RESIDENCE INFORMATION**

12.4

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: WASTE MANAGEMENT, INC.

I. Corporate or Main Office Address:

1001 FANNIN STREET, SUITE 4000
HOUSTON, TX 77002

II Total Number of Employees in Organization: ~~45,000~~ 44,300 at the end of 2011.

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

97 and 0.22 %

05/25/2012

EXHIBIT J - **NON-COLLUSION**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles }

On May 30, 2012 (Date) before me, A. Ann Jones Notary Public (Here Insert Name and Title of the Officer),

personally appeared Doug Corcoran (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

A. ANN JONES
Commission # 1877645
Notary Public - California
Los Angeles County
My Comm. Expires Feb 16, 2014

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: A. Ann Jones (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: May 30, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: i

Capacity(ies) Claimed by Signer(s)

Signer's Name: Doug Corcoran	Signer's Name: _____
☒ Corporate Officer — Title(s): Vice President	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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12.3

1 of 2

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, DOUG CORCORAN, depose and say that I am

VICE PRESIDENT, of USA WASTE OF CALIFORNIA, INC.
("President," "Vice-President," etc.) (Insert Name and Address of Organization

who submits this proposal to the City of Los Angeles, City Attorney's Office, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: 03/26/2012 at Sun Valley, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.

(Signature)

05/30/2012

update →

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EXHIBIT K - **CONTRACT HISTORY**

12.5

192

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Please see attached.

USA Waste of California, Inc.
Name of Organization

DOUG CORCORAN
Print Name

March 27, 2012
Date

Signature

Director of Operations
Title

05/30/2012

Current and Prior City of Los Angeles Contracts

USA Waste of California, Inc., May 30, 2012 Submission

Contract No.	Name of City Department/Agency	Contact Person/ Phone Number	Signing Date	Completion Date	Description of Work	Total Dollar Amount
110742	Bureau of Sanitation	Javier Polanco 213-485-3062	Attested 10/19/2006	Current	Disposal services for city waste.	$21,924,000.00
C-107485	Bureau of Sanitation	Stanton Lewis 213-485-3581	Attested 10/14/2004	Current	Receipt, processing, and reuse of residential green material from the Valley and Metro transfer areas.	$1,619,505.00
C-113188	Bureau of Sanitation	Neal Guglielmo 213-485-3905	03/18/2008	03/17/2013	Multi-family residential recycling.	$17,000,000.00
C-112001	Bureau of Street Services	Josie Santiago 213-847-2861	08/09/2007	08/2010	Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the East Valley Diversion Facility.	Not to exceed $12,000,000.00
C-1122002	Bureau of Street Services	Josie Santiago 213-847-2861	08/09/2007	08/2010	Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the Downtown Diversion Facility.	Not to exceed $12,000,000.00
RFQ#1006	Bureau of Street Services	Josie Santiago 213-847-2861	11/05/2003	As-needed	"Recycling & Disposal sites for Inert Materials" Vendors	As-needed basis.
C-92531	Bureau of Sanitation	Stanton Lewis 213-485-3581	04/1995	08/2004	Processing and transport of green and wood waste in the Northeast SF Valley.	Not to exceed $31,135,000.00
C-56886	Bureau of Sanitation	Stanton Lewis 213-485-3581	04/1995	08/2004	Processing and transport of green and wood waste downtown.	Not to exceed $31,135,000.00
C-93689	Bureau of Sanitation	Javier Polanco 213-485-3062	07/1996	06/2001	Disposal services for city-collected residential waste.	$18.07/ton+CPI for life of contract.
01165-1	Department of Water & Power	Karen Higgins 213-367-1137	04/01/2001	03/31/03	Rubbish removal for 25-yard and 40-yard containers.	$150,000.00
4600002002	L.A. World Airports	Chris Baker	08/14/2003	06/30/04	Disposal of solid waste from 20- and 40-yard rolloff containers and compactors at LAX.	$98,000.00
57100	Department of General Services	Jane Ugalde 310-648-5167	05/01/2001	12/01/2003	Rolloff, 3-yard and storage box rubbish removal.	$960,000.00
4600003685	L.A. World Airports	Cheryl Sampson	11/25/2005	11/25/2008	Commercial recycling.	$99,000.00

12.6

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is $1,000 or more, and every construction contract for which the consideration is $1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

12.6
2.9.6

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs arefunctioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

✓ 1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.

✓ 2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of $1,000 or more.

USA WASTE OF CALIFORNIA, INC
COMPANY NAME

AUTHORIZED SIGNATURE

9081 TUJUNGA AVENUE
ADDRESS

DOUG CORCORAN DIRECTOR OF OPERATIONS
NAME AND TITLE (TYPE OR PRINT)

SUN VALLEY, CA 91352
CITY, COUNTY, STATE, ZIP

(818) 252-3147; dcorcora@wm.com
TELEPHONE/E-MAIL

March 27, 2012

05/30/2012

12.6
3 of 6

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

The LAAC provides that the requirements of the program shall, as far as practicable, be similar to those adopted in applicable Federal Executive Orders. Such requirements are codified in the Code of Federal Regulations, Title 41, Chapter 60 and Executive Order 11246.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the labor pools from which the contractor recruits and selects. Affirmative action programs contain a diagnostic component which includes a number of quantitative analyses designed to evaluate the composition of the workforce of the contractor and compare it to the composition of the relevant labor pools. Affirmative action programs also include action-oriented programs. If women and minorities are not being employed at a rate to be expected given their availability in the relevant labor pool, the contractor's affirmative action program includes specific practical steps designed to address this underutilization. Effective affirmative action programs also include internal auditing and reporting systems as a means of measuring the contractor's progress toward achieving the workforce that would be expected in the absence of discrimination.

An affirmative action program also ensures equal employment opportunity by institutionalizing the contractor's commitment to equality in every aspect of the employment process. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to evaluate the impact of those systems on women and minorities.

An affirmative action program is, thus, more than a paperwork exercise. An affirmative action program includes those policies, practices, and procedures that the contractor implements to ensure that all qualified applicants and employees are receiving an equal opportunity for recruitment, selection, advancement, and every other term and privilege associated with employment. Affirmative action, ideally, is a part of the way the contractor regularly conducts its business. OFCCP has found that when an affirmative action program is approached from this perspective, as a powerful management tool, there is a positive correlation between the presence of affirmative action and the absence of discrimination.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is $100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is $5,000 or more shall contain the **AFFIRMATIVE ACTION PROGRAM** provisions as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et. seq. of such contract:

Per LAAC Section 10.8.4(K)(2), a contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

As provided by LAAC Section 10.8.4(K), this document sets forth the City of Los Angeles Affirmative Action Plan approved by the Office of Contract Compliance. In accordance with LAAC Section 10.8.4(M) the Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors, and suppliers of all racial and ethnic groups, provided, however that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not les than the prevailing wage,

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the Affirmative Action Plan shall also consist of the following:

1. The contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

   (a) Recruit and make efforts to obtain such employees through:

      1. Advertising employment opportunities in minority and other community news media.

      2. Notifying minority, women and other community organizations of employment opportunities.

      3. Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.

      4. Encouraging present minority, women and other employees to refer their friends and relatives.

      5. Promoting after school and vacation employment opportunities for minority, women and other youth.

      6. Validating all job specifications, selection requirements, tests, etc.

      7. Maintaining a file of the names and addresses of each worker referred to the contractor and what action was taken concerning such worker.

      8. Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

   (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.

   (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.

   (d) Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.

   (e) Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

   (f) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.

2. The contractor shall make a good faith effort with respect to apprenticeship and training programs to:

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

(a) Recruit and refer minority, women and other employees to such programs;

(b) Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.

(c) Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.

3. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.

LAAC Section 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts. The items 4, 5 and 6 below are provided to serve as a guide for satisfying the reporting requirements of Section 10.13. Construction Contractors are subject to all provisions contained in LAAC Section 10.13 et. seq.

4. **Construction Contracts Included.** The contractor shall not be eligible for an award of a City Construction Contract in excess of $5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

* "**Minority**" is defined as the term "**minority person**" is defined in Subsection (f) of section 2000 of the California Public Contract Code.

5. **Anticipated Utilization.** The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U.S. Bureau of the Census and made available by the Office of Contract Compliance.[1] Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

[1] The anticipated levels of minority, women and other staffing utilization can be obtained by visiting the Bureau of Contract Administration at http://bca.lacity.org

12.6

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CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

6. **Construction Contractors** are required to complete and submit the Anticipated Employment Utilization Levels Form to report anticipated utilization of Minority, Women and Other Staffing and establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

Equal Employment Opportunity Officer:

Please be advised that STELLA RAYMAKER, DIRECTOR OF ETHICS & EEO COMPLIANCE is hereby designated
NAME OF DESIGNEE TITLE
as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

1001 FANNIN STREET, #4000, HOUSTON, TX 77002 ( ) 713-512-6554; YRaymaker@wm.com
WORK ADDRESS (IF DIFFERENT THAN COMPANY ADDRESS) TELEPHONE E-MAIL

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, sex, sexual orientation, or national origin.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et. seq. and agree to comply with them while under contract as set forth therein.

Executed this 27th day of March, in the year 2012 at Los Angeles (City), CA (State).

USA WASTE OF CALIFORNIA, INC.
COMPANY NAME

AUTHORIZED SIGNATURE 05/30/2012

9081 TUJUNGA AVENUE
ADDRESS

DOUG CORCORAN, DIRECTOR OF OPERATIONS
NAME AND TITLE (TYPE OR PRINT)

SUN VALLEY, CA 91352
CITY, COUNTY, STATE, ZIP

(818) 252-3147; dcorcora@wm.com
TELEPHONE/E-MAIL

Notes:

The above Pre-Approved Affirmative Action Plan will be effective for 12 months from the date it is uploaded onto the BAVN system. If the Affirmative Action Plan is 30 days or less from expiration, the contractor must upload a new Plan onto the BAVN System and that Plan must be approved (verified by the Office of Contract Compliance) before the contract is awarded.

***Construction contractors** must submit an **Anticipated Employment Utilization Report** with each new bid for purposes of effectuating the Plan for the specific project.*

EXHIBIT L - **MUNICIPAL LOBBYING ORDINANCE**

12.13

City Ethics Commission
200 N Spring Street
City Hall – 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification
CEC Form 50

Bid/Contract Number:	Department:
RFP - Bureau of San	Bureau of Sanitation, Dept of PW

Name of Bidder:	Phone:
USA WASTE OF CALIFORNIA INC	(818) 252-3147

Address: 9081 TUJUNGA AVENUE, SUN VALLEY CA 91352

Email: dcorcora@wm.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. ✓ I am a person or entity that is applying for a contract with the City of Los Angeles.

B. The contract for which I am applying is an agreement for one of the following:
   1. ✓ The performance of work or service to the City or the public;
   2. The provision of goods, equipment, materials, or supplies;
   3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
   4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
      a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
         i. Are provided on premises that are visited frequently by substantial numbers of the public; or
         ii. Could be provided by City employees if the awarding authority had the resources; or
         iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
      b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).

C. The value and duration of the contract for which I am applying is one of the following:
   1. ✓ For goods or services contracts—a value of more than $25,000 and a term of at least three months;
   2. For financial assistance contracts—a value of at least $100,000 and a term of any duration; or
   3. For construction contracts, public leases, or licenses—any value and duration.

D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: March 27, 2012 Signature: [signature] 05/30/2012

Name: DOUG CORCORAN

Title: DIRECTOR & OPERATIONS

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

EXHIBIT M - **FIRST SOURCE HIRING ORDINANCE**

Waste Management

Company Information	
ID	22353
Name:	Waste Management
Address:	9081 Tujunga Avenue Sun Valley, CA 91352

File Name	Date Uploaded	Status	Date Verified	EEOE Verfication
Affirmative Action				
C110742AA2013	01/18/2013	Verified	02/01/2013	
Equal Benefits Ordinance				
C110742EBO2013	01/18/2013	Verified	02/01/2013	
First Source Hiring Ordinance				
C110742FSHO2013	01/18/2013	Verified	02/01/2013	
Non-discrimination/Equal Employment Practices Provisions				
C110742NonDisEE2013	01/18/2013	Verified	02/01/2013	
Slavery Disclosure Ordinance				
Not Uploaded				
Slavery Disclosure Ordinance (Indefinite Application)				
C110742SDO2013	01/18/2013	Verified	02/01/2013	

LA BAVN is NOT responsible for the timeliness or accuracy of this data. If in doubt, please contact the opportunity's agency of record for additional information.
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EXHIBIT N - CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS

City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions
CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

Bid/Contract Number (or other identifying information if no number): RFP - DISPOSAL OF MUNICIPAL WASTE

Date Bid Submitted: MARCH 28, 2013

Description of Contract: PROPOSAL RESPONDING TO RFP

Awarding Authority (Department): BUREAU OF SANITATION, DEPT OF PUBLIC WORKS

BIDDER

Name: USA WASTE OF CALIFORNIA, INC. d/b/a WASTE MANAGEMENT

Address: 9081 TUJUNGA AVENUE, SUN VALLEY, CA 91352

Email (optional): dcorcora@wm.com Phone: (818) 252-3147

State Contractor I.D.: N/A

Must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor I.D., indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ _____ additional sheets are attached. ☐ Bidder is an individual with no principals.

City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions
CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth $100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: _____
Address: _____
State Contractor I.D. *(for identification purposes; if none, indicate "not applicable")*: N/A

Subcontractor: _____
Address: _____
State Contractor I.D. *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____
Address: _____
State Contractor I.D. *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____
Address: _____
State Contractor I.D. *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____
Address: _____
State Contractor I.D. *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____
Address: _____
State Contractor I.D. *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____
Address: _____
State Contractor I.D. *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____
Address: _____
State Contractor I.D. *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____
Address: _____
State Contractor I.D. *(for identification purposes; if none, indicate "not applicable")*: _____

Subcontractor: _____
Address: _____
State Contractor I.D. *(for identification purposes; if none, indicate "not applicable")*: _____

☐ _____ additional sheets are attached.

☒ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth $100,000 or more.

City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions
CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____
Address: _____
Subcontractor: _____

Name: _____ Title: _____
Address: _____
Subcontractor: _____

Name: _____ Title: _____
Address: _____
Subcontractor: _____

Name: _____ Title: _____
Address: _____
Subcontractor: _____

Name: _____ Title: _____
Address: _____
Subcontractor: _____

Name: _____ Title: _____
Address: _____
Subcontractor: _____

☐ Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☒ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth $100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: October 8, 2013 Signature: _____

Name: DOUG CORCORAN

Title: DIRECTOR OF OPERATIONS

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

OFFICER SLATE

USA WASTE OF CALIFORNIA, INC.
WASTE MANAGEMENT OF CALIFORNIA, INC.
AND
WASTE MANAGEMENT COLLECTION AND RECYCLING, INC.

Barry Skolnick	President – Northern California Area
Larry Metter	President – Southern California Area
Alex Oseguera	Vice President
David Stratton	Vice President and Assistant Secretary
Pete Demolder	Vice President and Assistant Secretary
Doug Corcoran	Vice President
Joseph J. Cassin	Vice President
Robert E. Longo	Vice President and Assistant Secretary
Dennis M. Wilt	Vice President
Linda J. Smith	Vice President and Secretary
Don P. Carpenter	Vice President, Chief Financial Officer and Controller
John Tsai	Vice President and Assistant General Counsel
Devina A. Rankin	Vice President and Treasurer
Mark A. Lockett	Vice President and Assistant Treasurer
Courtney A. Tippy	Assistant Secretary

*Separate officer slates exist for other subsidiaries operating in California.

As of September 1, 2012

EXHIBIT O - **SECOND EL SOBRANTE LANDFILL AGREEMENT, A PUBLIC-PRIVATE PROJECT BETWEEN COUNTY OF RIVERSIDE AND USA WASTE OF CALIFORNIA; FIRST AMENDMENT; and SECOND AMENDMENT**

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

CLERK OF THE BOARD
DEPARTMENT
(CAC - 14th Floor)

AND WHEN RECORDED MAIL TO:

RETURN TO:
Clerk of the Board
(CAC Bldg. - 14th Floor)

SEP 1 7 1998 394163

Clerk-Recorder
RIVERSIDE COUNTY, CALIFORNIA

THIS SPACE FOR RECORDERS USE ONLY

Second El Sobrante Landfill Agreement
A Public-Private Project between County of Riverside and USA Waste of California

Title of Document

(Waste Management)
(Item 10.3 of September 1, 1998)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE
FOR RECORDING INFORMATION

SECOND EL SOBRANTE LANDFILL AGREEMENT

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ATTACHMENT

Attachment #1 Agreement of Guarantee

EXHIBITS

Exhibit "A"--Legal Description of Property
Exhibit "B"--Map showing Property and its Location
Exhibit "C"--Description of Land to be Donated
Exhibit "D"--Form of Annual Monitoring Report
Exhibit "E"--Schedule of Road Improvement Shares and Statement of Transportation-Related Conditions of Approval
Exhibit "F"--Conditions of Approval

SECOND EL SOBRANTE LANDFILL AGREEMENT

This Second El Sobrante Landfill Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Riverside County Recorder (hereinafter the "Effective Date") by and between the COUNTY OF RIVERSIDE, CALIFORNIA (hereinafter called "COUNTY"), and USA WASTE OF CALIFORNIA, INC., a Delaware corporation, a wholly owned subsidiary of Waste Management, Inc., a Delaware corporation, (hereinafter called "USA WASTE"):

RECITALS

A. WHEREAS, COUNTY is a party to that certain El Sobrante Landfill Agreement dated September 3, 1985, and six (6) amendments to said Agreement (Existing Agreement) under the terms and conditions of which WESTERN WASTE INDUSTRIES, a wholly owned subsidiary of Waste Management, Inc., the parent of USA WASTE, owns and operates the El Sobrante Landfill in the County of Riverside as a public-private partnership; and

B. WHEREAS, the parties desire to replace said Existing Agreement with an Agreement with USA WASTE pursuant to which the Landfill will be expanded, the method of paying for depositing Waste in the Landfill will be changed, and provision made for operation of the Landfill when the expansion has been authorized; and

C. WHEREAS, pursuant to a Preliminary Memorandum of Understanding entered into with WESTERN WASTE INDUSTRIES in April, 1991, the COUNTY has prepared an Environmental Impact Report (EIR) addressing the environmental effects of expanding the

Landfill; and

D. WHEREAS, USA WASTE has acquired or will acquire the land where the present landfill is located and the land necessary for the expansion and has or will acquire an assignment of WESTERN's rights under the Existing Agreement, and

E. WHEREAS, COUNTY has determined that there is an existing need for additional Landfill space available to COUNTY and its residents; and

F. WHEREAS, COUNTY has determined that there will continue to be a need for landfill space to be available for the disposition of County Waste well into the twenty-first century; and

G. WHEREAS, the parties wish to expand the existing El Sobrante Landfill, as defined herein, and USA WASTE is willing to reserve space in the Landfill, as expanded, for at least 25,000,000 additional tons of Non-hazardous Solid Waste originating from within Riverside County; and

H. WHEREAS, it is estimated that said Landfill, as expanded, would serve the non-hazardous waste disposal needs of COUNTY and its residents for twenty or more years in the future; and

I. WHEREAS, the expanded Landfill will be located and operated so as to eliminate, or at least minimize, any negative environmental effects on the COUNTY and would operate to the financial advantage of COUNTY; and

J. WHEREAS, all of the procedures required by the California Environmental Quality Act have been met with respect to the Project and the Agreement; and

K. WHEREAS, this Agreement and the Project (as defined herein) are consistent with the Riverside County Solid Waste Management Plan, the Riverside County Comprehensive General Plan and any Specific Plan applicable thereto; and

L. WHEREAS, the Project is and will continue to be a public project exempt from the Land Use Ordinance (Ordinance 348) and will continue to provide an essential public service; and

M. WHEREAS, all actions taken and approvals given by COUNTY and DISTRICT for the expansion have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

N. WHEREAS, the expanded Landfill built and operated in accordance with this Agreement will provide substantial benefits to COUNTY and will further important public policies and goals of COUNTY.

COVENANTS

NOW, THEREFORE, in consideration of the matters recited above and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1. Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1. "Administrative Review Committee" means the County Administrative Review Committee provided by COUNTY as set out in Section 13 of this Agreement.

1.1.2. "Agreement" means this Second El Sobrante Landfill Agreement.

1.1.3. "Board" means the Board of Supervisors of Riverside County.

1.1.4. "Closure/Post-Closure Costs" means those costs defined in Section 4.3.1.

1.1.5. "COUNTY" means the County of Riverside, a political subdivision

of the State of California. COUNTY shall include DISTRICT unless the text specifically provides otherwise.

1.1.6. "County Waste" means waste which was first collected for disposal or was generated inside the geographic boundaries of Riverside COUNTY as set forth in Government Code Section 23133 and including both incorporated and unincorporated territory within those boundaries.

1.1.7. "Consumer Price Index" or "CPI" means the Consumer Price Index, All Items, for the Los Angeles, Anaheim, Riverside Area, published by the United States Department of Labor, or if that index is no longer published, by the most similar available index.

1.1.8. "DISTRICT" means the Riverside County Waste Resources Management District. It does not include "COUNTY."

1.1.9. "Effective Date" means the date this Agreement is recorded with the County Recorder.

1.1.10. "Environmental Impact Report" and "EIR" mean the Environmental Impact Report, State Clearinghouse No. 90020076 re El Sobrante Landfill Expansion certified by the Board on August 18, 1998, and consisting, in its entirety, of the Draft Environmental Impact Report dated April 1994, the Final Environmental Impact Report dated April 1996, and the Update to the Final EIR dated July 1998.

1.1.11. "Existing Agreement" means the El Sobrante Landfill Agreement dated September 3, 1985, the six (6) amendments to said agreement, and one Addendum to said agreement.

1.1.12. "Landfill" means the existing El Sobrante Landfill and the expansion proposed to be constructed, operated and closed under this Agreement as provided in

the Environmental Impact Report.

1.1.13. "Landfill Site Plan" and "Site Plan" means the Site Plan for the expanded Landfill as set forth in the Environmental Impact Report.

1.1.14. "Liquid Waste" means liquid waste as defined in Title 14 of the California Code of Regulations.

1.1.15. "MGR" means the General Manager-Chief Engineer of DISTRICT.

1.1.16. "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.17. "Non-County Waste" means all waste which is not County Waste.

1.1.18. "Non-hazardous Solid Waste" means all waste defined in Title 23 California Code of Regulations Section 2523 as it now exists or may be amended other than sludge, incinerator ash and automobiles, which shall not be considered "Non-hazardous Solid Waste".

1.1.19. "Project" means the expansion of the Landfill and complementary improvements and facilities to be developed as contemplated by the Environmental Impact Report. "Project" also means the construction of additional facilities as contemplated by the Landfill Site Plan in the EIR. "Project" includes, but is not limited to, the following:

(a) Additional storage facilities for recyclable materials;

(b) Additional methane recovery facilities;

(c) Additional administration, repair and maintenance facilities;

(d) Such other compatible and ancillary uses as may be necessary or convenient to the operation of the Landfill.

Subject to further environmental review and appropriate amendments

to this Agreement, "Project" may include, but is not limited to, the following:

(i) Sales facilities for recycled materials and fabricated products;

(ii) Fabricating plants or facilities;

(iii) Mining facilities and operations;

(iv) Composting or co-composting; and

(v) Recycling and processing facilities.

(vi) Power cogeneration (landfill gas)

1.1.20. "Project Plan" means the plans for the proposed construction and utilization of the expanded Landfill as contemplated by the Landfill Site Plan as described in the EIR. "Project Plan" includes the plans for the proposed construction of the structures, improvements and facilities on the Property which are complementary and/or necessary for Landfill operations.

1.1.21. "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.22. "RIVERSIDE COUNTY" means the County of Riverside, a political subdivision of the state of California. RIVERSIDE COUNTY shall include DISTRICT unless the text specifically provides otherwise.

1.1.23. "Regulatory Agencies" means all government agencies having jurisdiction over the construction, operation, remediation or closure of the Landfill.

1.1.24. "Site" and "Landfill Site" mean the physical location of the Landfill and other Project improvements on the Property.

1.1.25. "Solid Waste Facility" means any facility handling or processing

solid waste which requires a permit to operate under any applicable law, rule or regulation.

1.1.26. "Start Date" means the date that all necessary permits and authorizations referred to in Section 2.11.2 have been obtained for the Project.

1.1.27. "USA WASTE" means USA Waste of California, Inc., a Delaware corporation, which is a wholly owned subsidiary of Waste Management, Inc., a Delaware corporation.

1.1.28. "Waste" means waste as defined by Section 25124 of the Health and Safety Code.

1.1.29. "WESTERN" means WESTERN WASTE INDUSTRIES, a California corporation, a wholly owned subsidiary of Waste Management, Inc., a Delaware corporation, and its successors in interest.

1.2. Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" -- Legal Description of the Property.

Exhibit "B" -- Map showing Property and its Location.

Exhibit "C" -- Description of Land to be Donated.

Exhibit "D" -- Form of Annual Monitoring Report.

Exhibit "E" -- Schedule of Road Improvement Shares and Statement of Transportation-Related Conditions of Approval.

Exhibit "F" -- Conditions of Approval.

2. PRELIMINARY MATTERS.

2.1. Term. The term of this Agreement shall be from the Effective Date to and including January 1, 2075, and thereafter until the obligations to maintain and/or monitor the

Landfill expire, unless the term is further modified or extended pursuant to the provisions of this Agreement.

2.1.1. Early Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

2.1.1(a) Entry of a final judgment setting aside, voiding or annulling this Agreement.

2.1.1(b) Start Date does not occur within ten (10) years of the Effective Date of this Agreement.

2.1.2. Land Use Entitlements. Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

2.1.3. Restoration of Existing Agreement. In the event of termination prior to the time the maximum tonnage of Waste permitted under the Existing Agreement is in the Landfill, the terms and conditions of the Existing Agreement shall control and such financial adjustments will be made by the parties as will restore them as equitably as possible to the position they would have been in had the Existing Agreement continued in effect.

2.2. Land Subject to Agreement. The Property shall become subject to this Agreement upon the Effective Date.

2.3. Operations Under Existing Agreement. Except as expressly provided

otherwise in this Agreement, until Start Date, the Landfill shall continue to be operated under the terms of the Existing Agreement. At Start Date, the terms and conditions of this Agreement shall control operation of the Landfill and the terms of this Agreement shall supersede the Existing Agreement.

2.4. Ownership of Property. USA WASTE represents that the Property is currently owned in fee by WESTERN. Prior to Start Date, USA WASTE shall provide COUNTY with evidence sufficient for such purpose, of the following:

(a) That fee simple title to the Property is held in the name of USA WASTE.

(b) That permanent access to the Site is held in the name of USA WASTE or is a public right of way.

(c) That all rights of WESTERN under the Existing Agreement have been assigned to USA WASTE.

2.5. Right to Construct and Operate. Subject to the terms of this Agreement, COUNTY and USA WASTE agree that USA WASTE shall have the right to construct the Project and thereafter to operate the Landfill on the Property in accordance with, and to the extent set out in the EIR.

2.6. Site Plan. The parties acknowledge that in executing this Agreement COUNTY has approved the construction, development and operation of the expanded Landfill Site Plan, expanded Landfill and Project as defined in Section 1.1.19 hereof. Refinement and further development of the Landfill and Project may require future amendments to the Landfill Site Plan. The parties agree that any minor amendment or change to the Landfill Site Plan or Project Plan (those which are exempt under the California Environmental Quality Act or CEQA), shall be

reviewed and approved by COUNTY at an administrative level to determine that such changes comply with COUNTY requirements for landfills and environmental certifications for the Project. The parties further agree that the provisions of Riverside County Ordinance No. 348 pertaining to site plan requirements shall not apply to a site plan implementing or refining the Landfill and Project and that the decision of the Administrative Review Committee on any minor revision to the Site Plan shall be final, subject to appeal by USA WASTE under the provisions of Section 13.3.3 hereof. Changes to the Landfill Site Plan and/or Project Plan that require revisions to the Landfill's operating permits or that require additional CEQA analysis must be reviewed and approved by the Board and the appropriate regulatory agency(ies).

2.7. Fees. The parties have determined that the reasonable advance to COUNTY of COUNTY's expenses in connection with the processing of the EIR, this Agreement and the administrative reviews required in order to achieve Start Date, including but not limited to, the approval of this Agreement and Consultant Fees set forth in Section 2.12, but excluding application fees for the Landfill facility permit, shall be Three Hundred Sixty Seven Thousand, Seven Hundred Sixty Six Dollars ($367,766), receipt of which is hereby acknowledged. COUNTY hereby waives all other reimbursement charges and fees in connection with the processing of such discretionary or administrative approvals, with the exception of those related to the activities of the LEA, as may be required for Start Date of the Landfill and which were environmentally assessed in the Draft EIR, State Clearinghouse No. 90020076.

2.8. Project Changes.

2.8.1. Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement and the fact that the Project is a Public Project, in any applications for Project Plan changes, USA WASTE agrees to advance at the time such fees are

due, all processing fees and charges of every kind and nature imposed by COUNTY on a uniform county-wide basis to cover the estimated actual costs to COUNTY of processing applications for any Project Plan changes, and to comply with the following Land Use Regulations of COUNTY:

(a) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(b) Regulations governing construction standards and specifications including, without limitation, the COUNTY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code.

2.8.2. Modification or Suspension by State or Federal Law or by Court Judgment. In the event that State or federal laws or regulations, enacted after the Effective Date of this Agreement, or the judgment of a court of competent jurisdiction would prevent or preclude compliance with one or more of the provisions of this Agreement, the provisions of Section 20.4 relating to Severability shall apply.

2.9. Reservation of Police Powers. All police power and authority which cannot be legally restricted by contract under existing California law are reserved by COUNTY.

2.10. Regulation by Other Public Agencies. The parties acknowledge that other public agencies not within the control of COUNTY possess authority to regulate aspects of the Project separately from or jointly with COUNTY and this Agreement does not limit the authority of such other public agencies to act separately. COUNTY agrees to use its best good faith efforts to assist USA WASTE to secure any and all permits or approvals which may be required for the development of the Project and operation of the Landfill that are within the authority or otherwise issued or granted by other governmental agencies or public utilities companies with jurisdiction

over the development and operation of the Project. Any joint exercise of a regulatory authority between COUNTY and any other public agency or public utility shall be exercised by COUNTY consistent with the terms of this Agreement. This Agreement does not limit the authority, nor expand the duties, of the COUNTY or the Local Enforcement Agency to enforce applicable State and federal regulations.

2.11. Pre Permit Performance by USA WASTE. USA WASTE shall, prior to Start Date, do the following:

2.11.1. Inspection, Investigation and Evaluation of Site. USA WASTE has and shall continue to independently inspect, investigate and evaluate the Property regarding its suitability for a Class III - Landfill as described in the EIR. USA WASTE's decision to enter into this Agreement is based upon USA WASTE's own independent inspection, investigation and evaluation, and no reliance has been placed by USA WASTE upon any work done by COUNTY, its employees or its agents.

2.11.2. Permits. USA WASTE shall use its best efforts to obtain all necessary permits or other approvals from the Regulatory Agencies having jurisdiction for operation of a Class III - Landfill, to permit a deposit in the Landfill of ten thousand (10,000) tons of waste per day and a total capacity of one hundred ninety six million (196,000,000) cubic yards, pursuant to the terms and conditions of this Agreement. Within fifteen (15) days of the Effective Date, USA WASTE shall initiate the engineering design work necessary to apply for the permits or their approvals. In the event a permit cannot be obtained for 10,000 tons of Waste per day and/or for 196,000,000 cubic yards of total capacity but a permit can be obtained for less daily tonnage and/or less total capacity, the parties will negotiate in good faith to attempt to reach an agreement on how the daily capacity or total capacity or both will be allocated between the parties

under this Agreement. In the event COUNTY will not agree to accept forty percent (40%) of the permitted daily rate and forty percent (40%) of the permitted expanded total capacity for County Waste, USA WASTE may terminate this Agreement on 180 days' written notice. In the event USA WASTE will not agree that COUNTY may have at least 3,500 tons of the permitted daily rate and/or 25 million tons of the expanded capacity for County Waste, COUNTY may terminate this Agreement on 180 days' written notice.

In the event a permit has not been obtained within five (5) years after the Effective Date, either party may cancel this Agreement. The five (5) year period shall be extended by the amount of time during which litigation regarding the Project, the EIR or this Agreement is pending. In the event termination is made under the terms of this section, USA WASTE shall not be entitled to expand or increase the existing landfill as described in the EIR without the agreement of COUNTY and the Existing Agreement shall continue in full force and effect.

Upon receipt of each such permit or approval, a copy thereof together with all conditions or requirements attached thereto shall be delivered by USA WASTE to the MGR.

It is understood and agreed that the establishment and operation of the Property as a Class III - Landfill site shall comply with all State and federal laws, rules and regulations applicable to such establishment and operation.

2.11.3. Acquisition of Rights-of-Way. USA WASTE shall, at the time waste is accepted at the Landfill, have right-of-way and/or public road access to the Property and Landfill from Temescal Canyon Road. The parties have agreed that the existing access road to El Sobrante Landfill meets this requirement. USA WASTE agrees that at such time as COUNTY agrees to maintain the access road from Temescal Canyon Road to the turn around area as described in Exhibit E, USA WASTE will dedicate that portion of the El Sobrante access road to

COUNTY.

2.11.4. Engineering. USA WASTE shall do or cause to be done all engineering work, including without limitation, the preparation of detailed building plans and specifications for the building of the Project, including without limitation, plans and specifications acceptable to all Regulatory Agencies having jurisdiction over the Landfill or the Project.

All such plans and specifications shall be sufficiently detailed to provide for the issuance of permits for the construction of such items as are described in this Agreement and where appropriate they may be subject to approval by COUNTY prior to commencement of any work. Where appropriate, all such plans and specifications shall be signed by a California Registered Civil Engineer.

2.12. Consultant Fees. USA WASTE has advanced and shall advance monies to COUNTY for fees actually paid by COUNTY to employ outside consultants, not to exceed, in the aggregate, the sum of Ninety-Eight Thousand Nine Hundred Eighty Eight Dollars and One Cent ($98,988.01) receipt of which is hereby acknowledged. Said consultants may be employed for the purpose of assisting and advising COUNTY with respect to financial, legal, engineering, or other technical aspects of the expansion Project or with respect to the sufficiency of the environmental analysis of the expansion Project. COUNTY agrees that prior to employing such consultants it will advise and meet with USA WASTE regarding its intent to do so, identify such consultant, and describe the scope of the assistance it intends to seek and the amount of compensation to be paid to such consultant. As to each such consultant about whom the COUNTY has advised and met with USA WASTE, as herein above provided, USA WASTE shall promptly advance to COUNTY consultant fees incurred within thirty (30) days of invoice. COUNTY invoices shall contain summaries of receipts, credits and charges.

2.13. COUNTY's Pre-Permit Performance. COUNTY shall, prior to Start Date, do the following:

2.13.1. Cooperation and Assistance. COUNTY shall in good faith offer every cooperation and assistance to USA WASTE in regard to USA WASTE's efforts to obtain all necessary permits and approvals, including but not limited to, providing information and testimony to the Regulatory Agencies in support of establishing the Site as a Class III - Landfill.

2.13.2. Eminent Domain. In the event USA WASTE is unable to acquire any necessary slope and grading easements or other necessary real property in order to operate the Project, COUNTY may exercise its rights of eminent domain and immediate possession to acquire any such easements or other property. COUNTY may exercise such eminent domain and immediate possession rights prior to such time upon written notice from USA WASTE that such assistance may be necessary. In the event COUNTY exercises its rights of eminent domain, all such acquisition, and the subsequent use of such property thereafter, shall be done in accord with law. All costs in connection therewith including any condemnation awards will be paid by USA WASTE.

2.13.3. Approval of Plans. COUNTY may review all plans and specifications prepared by USA WASTE for construction of the Project pursuant to the provisions of this Agreement. The charges for such review have been included in the amount paid by USA WASTE under Section 2.7 above.

2.14. Pre-Permit Non-County Waste. USA WASTE may continue to place Non-County Waste in the Landfill prior to the Start Date only until the total tonnage of County Waste which could then be placed in the existing Landfill without the Project is not less than 7.32 million tons less the amount of County Waste then in the Landfill.

3. GENERAL OPERATIONAL MATTERS.

3.1. Disposal of Solid Waste. No Non-County Waste shall be delivered to or accepted in the Landfill from any person, firm, entity or agency source determined by the California Integrated Waste Management Board to be out of compliance with the California Integrated Waste Management Act of 1989, as amended. Solid waste processed within Riverside County may be processed through facilities approved in accordance with the Riverside County 1989 Solid Waste Management Plan or its successor, the Riverside County Integrated Waste Management Plan (Waste Plan) if (i) the Waste Plan has been adopted, and (ii) the provisions of the Waste Plan are being applied on a uniform and consistent basis to all landfills within the COUNTY.

3.2. Changes and Amendments. The parties acknowledge that refinement and further development of the Project may require changes in the Project Plan and may demonstrate that changes are appropriate and mutually desirable. In the event USA WASTE finds that a change in the Project Plan is necessary or appropriate, USA WASTE shall apply to COUNTY for approval to effectuate such change and COUNTY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement. The approval shall not unreasonably be withheld. If approved, any such change in the Project Plan shall be incorporated herein as an addendum, and may be further changed from time to time as provided in this section. Unless otherwise required by law, as determined in COUNTY's reasonable discretion, a change to the Project Plan may be deemed "minor" and not require an amendment to this Agreement.

In connection with any change in the Project Plan, COUNTY shall approve such change if it complies with the EIR, and this Agreement. COUNTY shall accept for processing,

review and action all applications for changes in the Project Plan. COUNTY agrees promptly to commence and diligently to proceed to complete the review of all of USA WASTE's applications for any changes in the Project Plan during the preparation of all drawings, plans, and related documents. The staffs of COUNTY and USA WASTE shall hold regular progress meetings as needed to coordinate the preparation and review of such items. The staffs of COUNTY and USA WASTE shall communicate and consult informally as frequently as is necessary to insure that formal submittal of any documents to COUNTY can receive prompt and speedy attention. Any disapproval by COUNTY shall state in writing and in reasonable detail the reasons for disapproval. COUNTY shall not impose conditions on the Landfill or its operation which unfairly discriminate against the Landfill as compared to other landfills. No plan, permit or approval required for the Project shall be revoked, modified or subsequently disapproved once issued by COUNTY, however, the LEA operating as an agent of the State of California is not bound by conditions with respect to future COUNTY approvals, revocations, modifications or disapprovals.

3.3. MGR Authority. Unless otherwise expressly provided for herein, the MGR is authorized to act for and on behalf of COUNTY to administer the Agreement and consent or approval of the MGR with regard to such administration shall be binding on COUNTY. The Board may at any time change the person authorized to act for COUNTY under this Section 3.3. USA WASTE may appeal decisions of the MGR to the Board.

3.4. Local Enforcement Agency Authority.

3.4.1. LEA Authority. USA WASTE and COUNTY recognize that the Local Enforcement Agency (LEA) designated by COUNTY and approved by the California Integrated Waste Management Board shall have authority to regulate all disposal, processing and/or transferring activities at the Landfill and shall make inspections to determine compliance

with all applicable laws and regulations.

3.4.2. Inspection and Monitoring. USA WASTE and COUNTY further agree that inspection and monitoring of all Solid Waste Facilities, which are involved in the flow of Waste to the Landfill, are necessary to assure themselves of compliance with the Non-hazardous Solid Waste standards for all Waste destined for the Landfill. USA WASTE and COUNTY, therefore, agree to the following:

(a) USA WASTE shall include a provision in each new contract with a supplier of Non-County Waste that:

(i) Requires the waste supplier to have a valid permit for such operations if a permit is required;

(ii) Requires the waste supplier to have documented procedures to determine that hazardous material and other prohibited materials are not included in the Non-hazardous Solid Waste delivered to Landfill;

(iii) Provides that the waste supplier shall not ship Waste from any source which has been found by a governmental agency or court having jurisdiction to be in violation of the provisions of any applicable State or federal law dealing with waste diversion to the Landfill;

(iv) Provides that USA WASTE has the right to inspect, without notice, any facility from which Waste will be delivered to the Landfill;

(v) Provides that USA WASTE may terminate or suspend any contract with any facility shipping Waste to the Landfill if USA WASTE determines that the facility is not operating in accordance with any required permit, or is not implementing its documented procedures, or that any community served by it is not meeting the provisions of any

applicable State or federal law dealing with waste diversion;

(vi) Provides that Riverside County LEA and/or Department of Environmental Health personnel may inspect their facility without prior notice from time-to-time, but not more often than once in any six-month period in the absence of a substantive violation of the terms of the facility's permit.

(vii) Requires the waste supplier to provide a copy of the annual report to the California Integrated Waste Management Board for AB 939 compliance to the Riverside County LEA.

(b) Prior to the initial shipment of Waste to the Landfill from a Solid Waste Facility which has not previously sent Waste to the Landfill, the LEA and/or COUNTY Department of Environmental Health shall verify that the Solid Waste Facility is (i) operating in substantial compliance with its permit, (ii) has a documented procedure to prevent hazardous materials and other prohibited materials from being shipped to the Landfill, (iii) is implementing its documented procedures, and (iv) that every community it serves is in substantial compliance in all material respects with applicable State and federal laws dealing with waste diversion. If the LEA or the COUNTY Department of Environmental Health gives notice to USA WASTE or USA WASTE learns that a facility is not in compliance with this subsection (b) then, unless such non-compliance is cured within thirty (30) days after such notice or knowledge, no further shipments of Waste from the facility will be made to or accepted at the Landfill until the facility is in compliance.

(c) The DISTRICT, LEA and/or COUNTY Department of Environmental Health shall have the unrestricted right to inspect at any time any and all shipments which are received at the Landfill to insure that only Non-hazardous Solid Waste is disposed of

at the Landfill.

(d) USA WASTE agrees to pay reasonable expenses incurred by LEA in inspecting and monitoring the Landfill and the Non-County Waste being deposited therein as provided in this Agreement, up to the maximum amount of $200,000.00 per year. The $200,000.00 per year, maximum, will be adjusted each five (5) calendar years in the same proportion that the Consumer Price Index published by the United States Department of Labor changes from the same index as of the month in which the Effective Date falls. The $200,000 per year maximum will be renegotiated in the event of extraordinary changes in the LEA oversight as result of revised regulations, natural disaster or other COUNTY emergency.

4. PAYMENTS BY COUNTY TO USA WASTE.

4.1. Payments Prior to Start Date. Except as expressly modified herein, and subject to a retroactive adjustment as provided in Section 7, the payments and the obligations of the parties shall continue as provided in the Existing Agreement until the Start Date.

4.2. Payments After Start Date. The provisions of this paragraph 4.2 shall become effective on the Start Date.

4.2.1. Charge for County Waste.

(a) Before 7.32 Million Tons. Until 7.32 million tons of County Waste have been placed in the Landfill, including Waste placed under the Existing Agreement, or until July 1, 2010, whichever is earlier, COUNTY will pay USA WASTE $16.95 per ton for the first 30,000 tons of County Waste placed in the Landfill in any calendar month, and $15.95 per ton for all County Waste over 30,000 tons placed in the Landfill in any calendar month. The County Waste described herein shall include County Waste delivered to the Landfill by USA WASTE for which USA WASTE paid the COUNTY's gate charge. The rate paid by COUNTY

to USA WASTE shall be increased on January 1, 2001 and annually thereafter on January 1 of each year by a percentage equal to ninety percent (90%) of the percentage increase in the CPI during the twelve (12) calendar month period ending three (3) full calendar months prior to the ending of each calendar year. This price includes but is not limited to remediation, environmental monitoring, impairment, operation and maintenance, liner construction, Closure/Post-Closure Costs and development costs.

COUNTY will, in addition, be responsible for LEA fees and charges, gate operation costs, load check costs and State fees applicable to County Waste. COUNTY will remit to USA WASTE all State fees for County Waste on a timely quarterly basis. USA WASTE will be responsible for forwarding County share and Non-County share of State fees to the State Board of Equalization.

In the event there are extraordinary costs affecting the Landfill, including but not limited to other new or increased State, federal or local taxes, fees, or regulatory costs, but excluding Closure/Post-Closure and remediation costs, USA WASTE will have the right to pass through these costs to the COUNTY prorated on a tonnage basis.

(b) After 7.32 Million Tons. After a total of 7.32 million tons of County Waste are in the Landfill, or after July 1, 2010, whichever occurs first, the rate for County Waste will be set in the following manner:

(1) If there is a contract or contracts under which USA WASTE accepts Non-County Waste into the Landfill and renders no other substantial services except transportation or transfer, then the rate for County Waste shall be the lowest price which USA WASTE receives for accepting Non-County Waste into the Landfill under such a contract, less the Import Charge paid by USA WASTE to COUNTY pursuant to Section 5.3 in respect of

Non-County Waste deposited into the Landfill under such a contract. The price will be assumed to include LEA fees, gate operation cost, load check fees and State fees. If such a contract includes transportation in addition to deposit into the landfill, the price for County Waste shall be the contract price from which has first been deducted an amount equal to the industry standard for the transportation involved, less the Import Charge. If such a contract includes transfer in addition to transportation and/or deposit into the landfill, the price for County Waste shall be the contract price from which has also been deducted an amount for the transfer services involved, in accordance with the procedures set forth below, less the Import Charge.

(i) Six months prior to the time when 7.32 million tons of County Waste are in the Landfill, or July 1, 2010, whichever occurs first, the parties agree to negotiate in good faith to determine an initial rate for transfer that will be deducted from any contract, as applicable.

(ii) If the parties are unable to reach agreement on the amount of the initial deduction, then either party will have the right to submit the matter to arbitration by an independent waste consultant who shall examine USA WASTE's costs at transfer stations owned and operated by USA WASTE providing waste to the Landfill.

(iii) Thereafter, but not more often than once every five years, either party may request an adjustment to the amount of the deduction. The parties agree to negotiate in good faith on the amount of the deduction. If agreement of the amount of the deduction cannot be reached either party will have the right to submit the matter to arbitration by an independent waste consultant who shall examine USA WASTE's costs at transfer stations owned and operated by USA WASTE providing waste to the Landfill.

Contracts which require substantial services by USA WASTE

other than transportation, transfer and/or deposit in the Landfill such as collection, Material Recovery Facility, etc. shall not be considered for the purpose of determining the rate for County Waste.

USA WASTE shall promptly supply copies of all such contracts to COUNTY as provided in Section 4.2.2 hereof.

If the parties cannot agree on the correct rate for County Waste under this paragraph 4.2.1(b)(1), an independent waste consultant acceptable to both parties shall examine the contracts to determine the disposal rate of each contract and the applicable price for County Waste.

If a qualifying contract is "put or pay" or "sliding scale," the price for County Waste shall be determined by the lowest price actually being paid to USA WASTE at the time.

(2) If there is no contract as described in paragraph 4.2.1(b)(1) above, then USA WASTE and COUNTY will negotiate in good faith for an agreed upon price which shall be presented to the Board for approval.

(3) In the event the parties cannot agree on a price to cover a period when there is no such contract in effect, then the price shall be based upon all actual costs incurred by USA WASTE related to the development, design, construction or operation of the Landfill, including reasonable administrative fees, plus a Reasonable Profit of 20%. Such costs shall not include costs of the acquisition of WESTERN by USA WASTE not related to the development, design, construction or operation of the Landfill (including goodwill, customer lists, or attorney and consultant fees), or COUNTY or DISTRICT capital expenditures in the existing landfill which were necessary or required expenditures pursuant to the Existing Agreement. The COUNTY will have the right to submit the matter to arbitration by an independent waste

consultant who shall examine USA WASTE's cost and based thereon determine a price which shall prevail until a new contract for Non-County Waste of the kind described in paragraphs 4.2.1(b) becomes effective. Either party may request a review and redetermination of the price determined under this subparagraph (3) at any time but not more often than once in any 12 month period.

During any period for which a price for County Waste has not been determined, the last price in effect shall continue to be paid by COUNTY until the correct price is determined at which time an appropriate retroactive adjustment will be made.

4.2.2. Notification. USA WASTE shall notify COUNTY promptly of all contracts of the kind described in Section 4.2.1(b) and any changes to such contracts pursuant to which Non-County Waste will be deposited in the Landfill. If the contract is a matter of public record, USA WASTE will provide COUNTY with a copy of the contract. If the contract is not a matter of public record and USA WASTE chooses not to furnish a copy of it to COUNTY, then USA WASTE will make a copy of the contract available for review but not to be copied by COUNTY's legal counsel who will be authorized by COUNTY to verify the contract's rates and terms with the understanding that all information reviewed by the attorney is confidential and shall not be disclosed except to certify to COUNTY that the applicable rates have been correctly disclosed by USA WASTE. In all cases, USA WASTE will supply COUNTY with the price per ton which USA WASTE is charging for depositing the Non-County Waste in the Landfill under the contract as determined under Section 4.2.1(b) above. If the contract price per ton varies with the rate of delivery the notice will include an estimate of the rate of delivery expected under the contract. USA WASTE shall provide COUNTY with monthly summaries of tonnage of Non-County Waste received during the previous month under qualified contracts segregated by source and itemizing the amount billed under such contract for that tonnage.

4.2.3. Duration of a Price. A contract for disposal of Non-County Waste shall not be considered for the purpose of determining the price for County Waste except during the term when Non-County Waste is being or could be deposited in the Landfill under such contract. If the price per ton for Non-County Waste under a qualified contract is conditional, the price actually being charged for Non-County Waste under the contract shall be the rate used to determine the price for County Waste.

4.2.4. Included Waste. The price for County Waste set out in this Section 4 will apply only to County Waste. It does not apply to Non-County Waste. USA WASTE will set the price for all Non-County Waste deposited in the Landfill.

4.2.5. No Effect on Prior Agreements. If COUNTY and USA WASTE have entered into a supplement to this Agreement setting a gate rate for County Waste for a specified period of time, the price provisions of Section 4.2.1(b) shall not apply during such period.

4.3. Payments After Non-County Capacity is Filled. Except as otherwise provided in Section 4.3.8, when the total of Non-County Waste in the Landfill reaches the maximum amount of Non-County Waste permitted under Section 5 before the Landfill is filled to capacity, Sections 4.2.1 to 4.2.5, inclusive, shall no longer apply and thereafter COUNTY shall bear all expenses of operating the Landfill including, but not limited to, contributions to Closure/Post-Closure funds and Closure/Post- Closure Costs. USA WASTE will operate the Landfill for COUNTY on a "cost plus a Reasonable Profit" basis, with costs as described below in Section 4.3.2 or other rate as may be agreed to between COUNTY and USA WASTE.

4.3.1 Closure/Post-Closure Costs Defined. Closure/Post-Closure Costs are all costs of every kind required by the EIR or for which allowance is made by regulatory agencies

in computing the amount required to be contributed to a trust fund, the purpose of which is to assure the availability of funds for the proper Closure and Post-Closure maintenance and monitoring of the Landfill. In the event a similar trust fund is required by any other governmental entity the Closure/Post-Closure Costs shall also include the items used to compute the contributions to such fund. In the event no such trust fund exists or such trusts are inadequately funded, the Closure/Post-Closure Costs shall include all costs necessary or desirable to close, cover, maintain and monitor the Landfill or any portion thereof until all statutory or regulatory obligations to do so have expired.

4.3.2. Costs Defined. Costs, as used herein, means all actual costs incurred by USA WASTE related to the development, design, construction or operation of the Landfill, including reasonable administrative fees. Such costs shall not include contributions to the Closure/Post-Closure trust fund, costs or accrued liabilities which are attributable to operation of the Landfill prior to reaching the maximum allowed deposit of Non-County Waste, costs of the acquisition of WESTERN by USA WASTE not related to the development, design, construction or operation of the Landfill (including goodwill, customer lists, or attorney and consultant fees), COUNTY or DISTRICT capital expenditures in the existing landfill which were necessary or required expenditures pursuant to the Existing Agreement, or capital expenditures which COUNTY has not approved in advance. As provided in Section 4.3.6, COUNTY will separately contribute to the Closure/Post-Closure trust.

4.3.3. Reasonable Profit Defined. Reasonable Profit as used herein means twenty percent (20%) of cost as defined in Section 4.3.2 or 4.2.1(b)(3), respectively.

4.3.4. Costs-Payment. Billing will be made monthly for services under this Section 4.3 and payment shall be made by COUNTY within thirty (30) days after billing by USA

WASTE.

4.3.5. No Further Tonnage Payments by COUNTY. Upon the upper limit for Non-County Waste being reached, payments by COUNTY for County Waste will stop and be replaced by the provisions of this Section 4.3.

4.3.6. Closure/Post-Closure Costs - Payment. COUNTY will continue to contribute to the Closure/Post-Closure trust or trusts as required by law. COUNTY will make such payments in respect of County Waste as required. To the extent such funds are available, Closure/Post-Closure Costs will be paid from trust funds. In the event trust funds are not available or are insufficient, COUNTY will pay such costs to the extent they relate to County Waste deposited after the Non-County Waste limit was reached and USA WASTE will pay such costs to the extent they relate to Waste deposited in the Landfill prior to the limit for Non-County Waste being reached.

4.3.7. Cost Records. During such time as this Section 4.3 is in effect, USA WASTE shall keep full, true and correct records of all costs connected with the Landfill and its operations and shall make such records available to COUNTY. COUNTY may request and will be furnished such substantiation of all costs and billings which COUNTY may reasonably require from time to time.

4.3.8. Increase in Non-County Capacity. At such time as the daily amount of Non-County Waste being deposited in the Landfill makes it appear that the total amount of Non-County Waste will reach the maximum total amount of Non-County Waste permitted under this Agreement within fifty-four (54) months, USA WASTE will notify COUNTY in writing of the estimated date when such maximum will be reached. Within one hundred eighty (180) days after receiving such notice, COUNTY may increase the total amount

of Non-County Waste which USA WASTE may deposit in the Landfill in which event Section 4.3 shall not become effective until the new Non-County Waste limit is reached.

4.4. Interest. All sums to be paid under this Section 4 shall bear interest at the rate of ten percent (10%) per annum from thirty (30) days after the end of the month in respect of which payment is due until paid.

4.5. Payments to USA WASTE. On or before the 30th day of each month COUNTY shall pay over to USA WASTE all amounts due USA WASTE in respect of County Waste for the previous month. USA WASTE will bill all haulers of Non-County Waste.

5. NON-COUNTY WASTE DEPOSITS, LIMIT AND PAYMENT.

USA WASTE shall have the right to deposit Non-County Waste in the Landfill subject, however, to the following limitations.

5.1. Upper Limit on Total Amount of Non-County Waste. In no event shall the total amount of Non-County Waste deposited in the Landfill by USA WASTE exceed the permitted capacity of the expanded Landfill less 47,320,000 tons or such other amount as may have been reserved for County Waste under Section 2.11.2; provided, further, that prior to the Start Date, the remaining permitted capacity in the Landfill shall not at any time be less than 7.32 million tons less the amount of County Waste then in the Landfill.

5.2. Upper Limit on Daily Deposit of Non-County Waste. In no event shall the total amount of Non-County Waste deposited in the Landfill exceed, except upon the agreement of the Administrative Review Committee:

(i) From the Start Date until the road improvements described in Section 10.6.4 are completed, 120,000 tons in any 30 day period (approximately 4,000 TPD).

(ii) From the date of completion of the road improvements described in Section

10.6.4 and for one (1) year thereafter, 180,000 tons in any 30 day period (approximately 6,000 TPD).

(iii) Commencing one (1) year following the completion of the road improvements described in Section 10.6.4, 225,000 tons in any 30 day period (approximately 7,500 TPD).

Notwithstanding the above, in no event shall the total amount of Non-County Waste deposited in the Landfill in any day exceed the maximum daily deposit of Waste permitted less the amount of County Waste deposited on that day as provided in Section 6.

Except upon the agreement of the Administrative Review Committee, USA WASTE shall not enter into a contract or contracts for the deposit of Non-County Waste into the Landfill that individually or collectively obligate USA WASTE to deposit more than 6,000 tons of Non-County Waste into the Landfill in any day.

5.3. Payment for Non-County Waste. For and in consideration of the mutual undertakings of the parties hereunder, USA WASTE agrees that COUNTY share in the money to be received by USA WASTE for depositing Non-County Waste in the Landfill. Accordingly, the parties have agreed to the following payments (the "Import Charge"):

5.3.1. Existing Import Capacity. Until 1.68 million tons of Non-County Waste are in the Landfill, including Non-County Waste placed under the Existing Agreement, USA WASTE will continue to pay COUNTY the same amounts as are being paid under the Existing Agreement in respect of Non-County Waste placed in the Landfill.

5.3.2. Expanded Import Capacity. After 1.68 million tons of Non-County Waste are in the Landfill, USA WASTE will pay COUNTY an amount no less than twelve percent (12%) and no greater than seventeen percent (17%) of the Base Disposal Fee charged by USA WASTE for the deposit of Non-County Waste into the Landfill (the "Percentage Rate"), or $3.00

per ton of Non-County Waste delivered to the Landfill, whichever is greater. The Percentage Rate applied to each invoice or payment for delivery of waste will be determined by the level of the Base Disposal Fee as provided in the invoice in accordance with the table below, and the amount payable to COUNTY will be calculated by multiplying the Base Disposal Fee as provided in each invoice by the applicable Percentage Rate.

For each invoice the Percentage Rate shall be based upon the level of the Base Disposal Fee, as follows:

Base Disposal Fee	Percentage Rate
$0.01 - $25.00	12% ($3.00 per ton minimum applies)
$25.01 - $32.00	12% ($3.00 - $3.84 per ton)
$32.01 - $39.00	13% ($4.16 - $5.07 per ton)
$39.01 - $46.00	14% ($5.46 - $6.44 per ton)
$46.01 - $53.00	15% ($6.90 - $7.95 per ton)
$53.01 - $60.00	16% ($8.48 - $9.60 per ton)
$60.01 and up	17% ($10.20 and up per ton)

In addition to the above payments, USA WASTE will be responsible to pay State fees for Non-County Waste. LEA fees and charges, COUNTY gate operation costs and load check costs will be pro-rated between the parties in proportion to tonnage. Such charges will be based on COUNTY's actual and reasonable costs.

USA WASTE shall invoice each person delivering waste to the Landfill under contract at least monthly. Each invoice will contain at a minimum the following information: Base Disposal Fee, State Integrated Waste Management Fee, Other Fees (Specified), Riverside County Import Charge, and the Total Due. For customers delivering Non-County Waste to the Landfill

without a contract, pursuant to Section 11.18.3 (Posted Rate), USA WASTE and the COUNTY shall cooperate to determine the Base Disposal Fee for such delivery.

For purposes of this section, "Base Disposal Fee" shall mean the rate per ton charged by USA WASTE for the deposit of Non-County Waste into the Landfill as contained in the invoice, less (i) the Import Charge and (ii) all federal, state or local taxes, fees, exactions, donations, special taxes, or any other payments assessed on a volume or tonnage basis and specifically applied to the Landfill or that apply to landfill or landfill operational criteria. The COUNTY gate operation costs and load check costs, LEA fees and charges, corporate income taxes, and property taxes shall not be deducted. To the best knowledge and belief of USA WASTE, the federal, state or local taxes, fees or exactions applicable as of the Effective Date are: the State Integrated Waste Management Fee.

COUNTY will be authorized to have electronic access to USA WASTE's billing system to retrieve invoicing information at any time for any person delivering waste to the Landfill, including affiliates of USA WASTE.

5.4. Time of Payment. USA WASTE shall pay COUNTY amounts due in respect of Non-County Waste deposited in the Landfill within thirty (30) days after the end of the month in which such Non-County Waste was deposited in the Landfill. Amounts payable shall bear interest at ten percent (10%) per annum from the due date until paid.

6. LIMIT OF COUNTY WASTE DEPOSITS.

Provided COUNTY pays to USA WASTE the amounts set out in Section 4 above, USA WASTE shall accept County Waste in the Landfill provided, however, that in no event shall the total tons of County Waste deposited in the Landfill on any day exceed the total permitted daily amount of Waste less the amount of Non-County Waste deposited that day, or 4,000 tons,

whichever is greater or such other maximum amount as the parties may have agreed under Section 2.11.2, above.

7. RETROACTIVE ADJUSTMENT.

The parties have agreed that as of the Start Date, the financial obligations of the parties will be adjusted retroactively to June 3, 1996, as though that date had been the Start Date. USA WASTE will credit to COUNTY against payments due for County Waste, any amounts paid by COUNTY to WESTERN or USA WASTE in respect of development or other costs including COUNTY's contributions to the Environmental Impairment Trust and State required contributions to the Closure/Post-Closure trust incurred on tonnage received on or after June 3, 1996, less $16.95 per ton for all County Waste placed in the Landfill on or after June 3, 1996, and before Start Date, and less any amount due WESTERN or USA WASTE by reason of WESTERN or USA WASTE having paid for Non-County Waste at the rate under the Existing Contract but to which the price after the Start Date is applicable.

8. ADDITIONAL PAYMENTS BY USA WASTE.

8.1. Payment by USA WASTE. From and after Start Date, USA WASTE shall make the following payments:

8.1.1. State Closure/Post-Closure Maintenance Trust. The parties have agreed that USA WASTE will make all required payments to the existing Closure/Post-Closure Maintenance trust required by the California Integrated Waste Management Board or similar trusts which may be required by State or federal law subject to the following terms and conditions:

(a) Current Trust Funds. Funds currently in the State required trust as of Start Date shall remain in the trust and be available to USA WASTE for paying Closure/Post-Closure Costs and expenses.

(b) Title to Trust Funds. COUNTY and USA WASTE shall be named as co-grantors under the trust.

(c) Use of Trust Funds. Funds from the trust shall be used by USA WASTE for USA WASTE's Closure/Post-Closure Costs and expenses at the Landfill and such other uses as the California Integrated Waste Management Board may from time to time authorize.

(d) Release of Funds. Withdrawal of funds from the trust shall require the consent of both parties, which consent shall not be unreasonably withheld. USA WASTE shall be entitled to withdraw funds from the trust from time to time as partial Closure and Post-Closure expenses are incurred by USA WASTE. In the event USA WASTE fails for any reason to properly close or thereafter to maintain the Landfill or defaults under the Agreement, COUNTY may use the trust funds for Closure and Post-Closure maintenance of the Landfill.

(e) Applications for Release of Funds. From time to time USA WASTE will prepare written applications to the State for payments to USA WASTE from the trust funds. Such applications shall be submitted to COUNTY for execution by COUNTY. Within two (2) weeks after USA WASTE has submitted an application to COUNTY, COUNTY will join in and execute all proper applications. If for any reason COUNTY believes an application to be improper or not authorized, COUNTY will immediately advise USA WASTE in writing of any objections and promptly meet with USA WASTE's representatives to resolve any differences.

(f) Excess Funds. Any funds in the trust in excess of State requirements shall be paid to USA WASTE when release is authorized by the California Integrated Waste Management Board. If and when any such excess funds are available, COUNTY will join with USA WASTE in requesting the release of any such excess funds to USA WASTE, provided, however, that no moneys in the fund as of Start Date will be withdrawn as excess funds. After

USA WASTE has given notice under Section 4.3.8 that it appears that the total amount of Non-County Waste will reach its maximum within 54 months, if COUNTY does not increase the upper limit of Non-County Waste, USA WASTE will not withdraw excess funds from the Closure/Post-Closure trust; provided, however, that after the Landfill is closed and the post closure maintenance period has expired any funds remaining in the trust will be distributed to USA WASTE and COUNTY in proportion to the amount of Non-County and County Waste in the Landfill.

(g) Substitute Trust or Security. If, for any reason, the State no longer requires a Closure/Post-Closure trust fund, the parties will establish a similar trust to be funded by payments on each ton of Waste placed in the Landfill sufficient to defray the then estimated cost of Closure and Post-Closure maintenance of the Landfill as set forth in the EIR. The trustee shall be a mutually agreeable independent financial institution and the terms shall be as set out in this Section 8.1.1. In the event California State law and regulations permit some method of security for the Closure/Post-Closure Costs of the Landfill other than a trust, USA WASTE may, provided the COUNTY agrees, substitute such other security for a trust.

8.1.2. State and Federal Trust/Insurance Programs. USA WASTE shall maintain all trust funds and/or insurance programs and pay all fees now required or which in the future may be required by State or federal law or regulatory programs for operation of a landfill including, but not limited to, those established under the provisions of the Resource Conservation and Recovery Act including, but not limited to, closure and post-closure maintenance of landfills funds, disposal site maintenance and closure and post-closure funds, corrective action funds and general or environmental liability funds.

8.1.3. Insurance. USA WASTE shall procure and pay the premium for

comprehensive general liability insurance in the minimum amount of $10,000,000.00 for the Landfill which policy shall name COUNTY and the Riverside County Waste Resources Management District as additional insureds and shall furnish to COUNTY a certificate of such insurance.

USA WASTE certifies that it is aware of the laws of the State of California requiring employers to be insured against liability for worker's compensation and agrees to comply with such laws during the term of this Agreement.

8.1.4 Payment to County for Import Restriction. USA WASTE will pay $3,650,000 to COUNTY in consideration of the COUNTY'S agreement to restrict its own imports as provided in Section 12.1.2; said monies to be paid as follows: $2,150,000 at Start Date, with an additional $1,500,000 to be paid 12 months later. A portion ($150,000) shall be placed in a trust account for use by the County for local mitigation projects in areas surrounding the Landfill, as recommended by the Citizens Oversight Committee. In addition, in further consideration of the County's agreement to restrict its own imports as provided in Section 12.1.2, USA WASTE shall make the payment, if any, required pursuant to Section 10.6.4.

8.2. Limitation on Export of County Waste. USA WASTE agrees not to export County Waste to a landfill not owned or operated by COUNTY other than the El Sobrante Landfill without first offering to COUNTY to bring said County Waste to El Sobrante or to a COUNTY owned or operated landfill on the same terms and conditions allowing for cost of transportation as USA WASTE has been offered by a landfill outside Riverside County and holding said offer open for a minimum of thirty (30) days.

8.3. Entire Economic Benefits. If the Board, while this Agreement is in effect,

imposes any additional fees, exactions, donations, special taxes or any other payments, which are specifically applied to this Landfill or apply only to landfills or landfill operational criteria, excluding LEA fees and charges after the Effective Date (hereafter "Additional Regulatory Costs"), and USA WASTE pays such Additional Regulatory Costs, USA WASTE shall be entitled to offset such Additional Regulatory Costs against the payments next occurring under Section 5 except $1.00 per ton thereof designated for multi-species habitat acquisition and management under Section 10.7. Any amount not offset within one year after such additional taxes or fees have been paid may be carried forward and offset in subsequent years.

9. THIS SECTION INTENTIONALLY LEFT BLANK.

10. FACILITIES TO BE CONSTRUCTED BY USA WASTE.

All construction and site preparation for the Project shall be provided by USA WASTE and shall include, but will not be limited to, the specific items listed below.

10.1. Landfill Site. USA WASTE shall prepare the Site for acceptance of Class III waste in accord with the requirements of the Regulatory Agencies. It is understood and agreed that such preparation shall be of a continuing nature and the preparation required of USA WASTE under this section may be limited to only that portion of such Site as is necessary to accept Waste.

10.2. Gate Facilities. USA WASTE shall supply and maintain a gate fee collection booth with at least two (2) fee collection stations. The booth shall, as a minimum, be constructed and furnished as in COUNTY landfills. The collection booth shall be located so as to expedite the transaction between the fee collector and the customer. The booth shall be attractively painted and the entrance area around the booth and scales attractively landscaped.

10.3. Present Gate Facilities. The parties agree that the present gate facilities at

the El Sobrante Landfill meet the requirements of Section 10.2.

10.4. Scales. USA WASTE shall supply and maintain two (2) scales with electronic output compatible with COUNTY's computerized gate fee collection system. At such time as the daily average tonnage exceeds 4,000 tons per day for any month USA WASTE will install and thereafter maintain a third scale. A fourth scale may be added as traffic requires as determined by USA WASTE. The COUNTY shall provide and maintain the computer system and associated hardware including disk drives and ticket printers. The COUNTY shall also provide all weight tickets.

The scales shall meet all State requirements for design approval and accuracy for State certified scales. USA WASTE shall obtain the State of California certification for scale accuracy. Required checks for accuracy arranged by USA WASTE will be made by the State and/or County Department of Weights and Measures.

10.5. EIR Compliance. All operations and construction will at all times comply with the terms and conditions of the EIR.

10.6. Construction.

10.6.1. General. USA WASTE shall be responsible for the design, construction and maintenance of the Site including, but not limited to, on-site access roads, traffic control facilities, flood control and drainage works, buildings, fencing, onsite conveniences, and other facilities necessary and required of a solid waste disposal facility. All construction will be in accordance with applicable County and State codes.

10.6.2. Standard Specifications. USA WASTE shall use the Standard Specifications for Public Works Construction by Southern California Chapter American Public

Works Association and the Southern California District Associated General Contractors of California Joint Cooperative Committee, more commonly known as "Green Book," as the specifications for the construction of those elements of the Project to which it applies. All construction work performed under this Agreement shall be performed in strict accordance with appropriate provisions of that publication, as last revised, except as modified by this Agreement or as may be superseded by local ordinance.

10.6.3. Flood Control and Drainage. The design of flood control and drainage facilities on the Site shall conform to provisions and standards of the Riverside County Flood Control and Water Conservation District.

10.6.4. Off-Site Road and Temescal Canyon Road/I-15 Interchange Construction. Within three (3) months after Start Date, USA WASTE shall commence construction of the off-site road improvements and the Temescal Canyon Road/I-15 Interchange improvements as approved by Caltrans and specified in Condition of Approval Nos. 3 and 4 in the letter from the Riverside County Transportation Department, dated March 27, 1998, a copy of which is attached as Exhibit "E" hereto. The cost of said improvements shall be paid by USA WASTE. In the event that the cost of the improvements described in condition No. 3 is less than $2,316,000, USA WASTE shall, within sixty (60) days from the date of completion, pay COUNTY the difference between the actual cost of improvements and $2,316,000 in further consideration of the COUNTY's agreement to restrict its own imports as provided in Section 12.1.2; provided, however, that in no event shall the payment exceed $850,000.

10.6.5. Government Code - Solid Waste Management Act. In the event of any proposed changes in the Project Plan, the landfill design standards shall be governed by the

provisions of the California Integrated Waste Management Act of 1989, as amended, and regulations promulgated thereunder in effect at the time of any such change.

10.6.6. Water Quality. The California Regional Water Quality Control Board - Santa Ana Region (RWQCB-SAR) is responsible for the protection of water resources in the Santa Ana Region. Site plans will be subject to their review and requirements.

10.6.7. Air Quality. The California South Coast Air Quality Management District (SCAQMD) is responsible for protection of the air quality. Construction plans will be subject to their review and requirements.

Within five (5) business days following the Start Date, USA WASTE shall amend its Policies and Procedures Manual at the Landfill to require that all heavy construction and operating equipment at the Landfill shall not idle for longer than fifteen (15) minutes.

10.7. Donations of Land and Money for Biological Mitigation. Prior to Start Date at the Landfill, USA WASTE will donate the parcel of land described on Exhibit "C" hereto to COUNTY for use as a multi-species habitat preserve. RIVERSIDE COUNTY agrees to utilize one dollar ($1.00) for multi-species habitat acquisition and management for each ton of Non-County Waste for which USA WASTE pays as provided in Section 5. COUNTY shall have no further obligation or liability hereunder regarding Biological and Habitat Mitigation.

11. OPERATION OF LANDFILL.

From and after Start Date, USA WASTE shall operate the Landfill and maintain the Site as provided in the EIR including, but not limited to, the specific items listed below.

11.1. Maintenance of Improvements. USA WASTE shall maintain all real property improvements on the Site, including signs, and shall repair or replace any fencing which

is damaged.

USA WASTE may construct and maintain any additional facilities, improvements, buildings and signs within the Site required for USA WASTE's convenience and which are consistent with the Landfill Site Plan and EIR.

11.2. Access Roads, Haul Roads and Service Roads. It shall be USA WASTE's responsibility to build and maintain all roads required on the Property for purposes of transporting refuse to the actual point of disposal, or transporting earth materials for fill within the Site, and such other roads as may be required for its convenience.

11.3. Access to Tipping Area. USA WASTE shall take reasonable measures to build and maintain the deck surface of the active Landfill area level and reasonably free from potholes or depressions so that vehicles may have clear and safe access to the tipping areas at all times. In the event a "tipper" is installed at the Landfill no distinction will be made in its use between Non-County Waste and County Waste.

11.4. Signs and Traffic. USA WASTE shall maintain all existing and future signs on the Landfill in a clean and readable condition. USA WASTE shall provide and maintain signs for the convenience of the vehicles using the Landfill and for safe and efficient traffic flow to and from the tipping area.

11.5. Drainage. USA WASTE shall maintain all drainage channels to assure their proper function during rainfall periods. Positive drainage around and over the refuse shall be maintained to avoid ponding and erosion of the fill. Drainage shall be maintained as required by the Regulatory Agencies.

11.6. Security. USA WASTE shall provide reasonable security measures for the

protection of equipment, scales and gate fee booth.

11.7. Liquid Waste. USA WASTE will not accept Liquid Waste and will close the existing septage ponds within 12 months of the Effective Date. Notwithstanding the provisions of Sections 5 and 7, the reasonable cost of closing the septage ponds will be paid by COUNTY.

11.8. Unacceptable Waste. Neither USA WASTE nor the COUNTY shall permit disposal at the Site of any Waste or other materials except those permitted by a Class III landfill facility permit. It is recognized that some non-approved materials including hazardous wastes may occasionally be unloaded at the Site by users thereof. Both USA WASTE and COUNTY shall train their respective employees to recognize such unacceptable waste and to observe procedures for the identification of unacceptable waste. In the event unacceptable waste is deposited at the Site, it shall be removed by USA WASTE. COUNTY and USA WASTE shall also use all available enforcement methods to have the depositor and/or generator of such unacceptable waste remove it or pay the cost of removal and proper disposal.

11.9. Measurement of Volume. At the request of COUNTY but not more often than once in any twelve (12) month period, the volume of Waste deposited in the Landfill shall be determined by USA WASTE by appropriate methods; provided, however, that once USA WASTE has given notice under Section 4.3.8 that the amount of Non-County Waste is approaching its upper limits, COUNTY may require USA WASTE to measure the volume once each six months if USA WASTE has deposited Non-County Waste in the Landfill during that six month period. The density of the in-place Waste shall be determined based on the volume measurements and the weight of the incoming waste as determined by the scales and gate records. These methods, volume and density calculations shall be submitted to the MGR for review.

11.10. Hours of Operation. Operations may be conducted twenty-four (24) hours per day. The gate may remain open at the site between the hours of four (4:00) a.m. and Midnight (12:00) a.m., Monday through Sunday, with the exception of holidays, as established by USA WASTE and the MGR. Customers may be given until fifteen (15) minutes after gate closure to complete dumping before being charged for delaying closing.

11.11. Unavoidable Closure. In the event USA WASTE temporarily cannot operate the Site as required by this Agreement as a result of conditions beyond its control, such as force majeure, severe weather or landslide on the access road, it shall not thereby be deemed in default; provided, however, USA WASTE shall, in all such events, use its reasonable best efforts to resume operations as soon as reasonably possible.

11.12. Late Gate Personnel. In the event COUNTY's operators at the gate are not on duty within fifteen (15) minutes after the scheduled opening of the gate, USA WASTE may open the gate to admit waiting trucks keeping such temporary records as may be convenient under the circumstances.

11.13. Personnel. USA WASTE shall assign personnel to perform operations on the Site on such days and during such hours as refuse is being delivered and disposed as may be required to assure a smooth and efficient operation. USA WASTE shall assign adequate qualified personnel to operate equipment and direct traffic to the proper disposal area.

Personnel shall be provided with operating and safety training on landfill procedures and operations.

A representative of USA WASTE shall be present at the Site at all times that any operations are being conducted thereon. USA WASTE shall file with the MGR the names,

addresses, and telephone numbers of representatives who can be contacted at any time. These representatives must be fully authorized and equipped to respond to reasonable requests of the MGR.

11.14. Equipment. It is the intent hereof to insure that adequate numbers and types of equipment suitable for heavy-duty service in connection with the daily refuse compacting and dirt covering operation are utilized by USA WASTE. The equipment utilized must be suitably designed and built for use in sanitary landfilling operations. USA WASTE shall properly protect the equipment and place it in the charge of competent operators.

11.15. Equipment Maintenance and Repair. All equipment shall be repaired and maintained by USA WASTE. USA WASTE shall have available sufficient equipment to permit prompt resumption of operations in event of equipment breakdown or increased volumes of material which needs to be landfilled. The intent of this requirement is that there will be sufficient equipment available to comply with the requirements of this Agreement.

11.16. Safety. In the event conditions arise which create a condition hazardous to the public, USA WASTE shall furnish, erect and maintain such fences, barricades, lights, signs and other devices, and take such other protective measures as are reasonably necessary to remedy such condition.

11.17. Site Accessibility and Inspection. USA WASTE shall at all reasonable times allow authorized COUNTY, State and federal officials to come upon the Site for any reasonable purpose, including inspection, or official tours. Upon arrival of any such official(s) at the gate, COUNTY's representatives shall immediately inform USA WASTE's onsite representative of such arrival. During the inspection or other tour of the Site by such official(s),

USA WASTE's representative shall be entitled to accompany such official(s). COUNTY shall give at least twenty four (24) hours' advance notice of any official tour excluding regulatory inspections. In no event will such inspection or tour be allowed to interfere with operation of the Landfill.

Inspection of the work by COUNTY shall not relieve USA WASTE of any obligation to perform under this Agreement.

11.18. Non-Discrimination of Customers

11.18.1. Equal Service. USA WASTE and COUNTY shall not by act or omission show partiality to any haulers of County Waste to the Site, but shall provide equal service to any and all such haulers pursuant to the terms and conditions of this Agreement and applicable regulations and standards. Subject to the provisions of this Agreement, except for emergency physical conditions, COUNTY shall not restrict or restrain any hauler from disposing of County Waste at the Landfill; provided, however, that during periods in which the provision in Section 12.2 is applicable, haulers with pre-existing contracts with COUNTY which have prices lower than the price being charged by USA WASTE to COUNTY, may be directed to other landfills.

11.18.2. Non-Discriminatory Contracts for Non-County Waste. To the extent there is unused daily tonnage capacity for Non-County Waste at the Landfill, USA WASTE will make such unused daily tonnage available by contract to hauling companies and public entities wishing to bring Non-County Waste to the Landfill. All such contracts shall be on a uniform and non-discriminatory basis for the type of service provided, taking into account present and predicted daily tonnage rates, the amount of Non-County Waste involved, the amount of the commitment

to supply Waste, the term of such commitment, market rates for landfill disposal and other factors reasonably considered in the landfill industry in pricing waste disposal. All such contracts will fully comply with the terms and conditions of this Agreement.

11.18.3. Posted Rate for Non-County Waste. From and after the Start Date, USA WASTE shall provide COUNTY with a posted rate for Non-County Waste which posted rate shall be charged by COUNTY in the event COUNTY allows Non-County Waste to be admitted to the Landfill without being subject to a contract with USA WASTE as provided in Section 12.1.1. Said posted rate will be set by USA WASTE based on reasonable market factors but will in no event be less than COUNTY's posted rate for County Waste.

11.19. Labor Matters.

11.19.1. Strike. In the event of a labor strike, USA WASTE shall use its best efforts to keep the Landfill open to waste haulers and the public, and to operate it in accordance with this Agreement unless a mutually acceptable disposal alternative is agreed upon between USA WASTE and the MGR.

11.19.2. Strike Assistance. In the event of any labor dispute resulting in a strike which, in spite of the reasonable efforts of USA WASTE to resolve, adversely affects the operation of the Site and its service, COUNTY shall, upon request of USA WASTE, use all reasonable means legally available to it for the purpose of keeping the Site in operation so as to protect the public health, safety and welfare.

11.20. Permits. USA WASTE shall be responsible for maintaining all permits or other approvals required for the operation of the Site and Landfill.

11.21. Changes in Operation. USA WASTE shall not make any change in its

operation of the Site which is materially different than the Project described in the EIR and this Agreement without the prior written approval of the MGR which shall not be unreasonably withheld.

11.22. Salvage Rights. At all times during the term hereof, USA WASTE shall have all rights to the salvage of materials of every kind from the Site, in accordance with the conditions included within the Solid Waste Facility Permit, and State and Federal regulations.

11.23. Riverside County Waste Processed Out of COUNTY. USA WASTE shall not transport County Waste outside COUNTY for processing without first giving notice to the MGR and the LEA representative. The residue from all such Waste shall be treated as County Waste and, except as provided in Section 8.2 above, all such Waste shall be delivered to the Landfill.

11.24. Non-County Waste Hauling. Non-County Waste shall be delivered to the Landfill only in equipment owned by USA WASTE or entities under contract with USA WASTE. Non-County Waste shall be delivered to the Landfill only in large transfer type trucks and trailers and no collection vehicles will be used to deliver Non-County Waste to the Landfill, except that Non-County Waste originating in San Bernardino County may be delivered to the Landfill in collection vehicles until July 1, 2000.

12. PERFORMANCE BY COUNTY.

12.1. Non-County Waste. COUNTY agrees to the following conditions with respect to COUNTY acceptance of Non-County Waste:

12.1.1. Acceptance of Non-County Waste from USA WASTE. COUNTY will not accept Non-County Waste into the Landfill except under one of the following conditions:

(a) USA WASTE is the hauler, or

(b) The hauler has a written contract with USA WASTE to deposit the Non-County Waste in the Landfill, or

(c) On the day such Non-County Waste is accepted, there is tonnage dumping capacity available under the existing permits which neither COUNTY nor USA WASTE will utilize, and

(i) The Non-County Waste meets all of the requirements of the Agreement and all applicable permits, and

(ii) Prior to the Non-County Waste being accepted into the Landfill, the hauler pays the full posted rate for Non-County Waste set by USA WASTE under Section 11.8.3, and

(iii) COUNTY keeps full, true and correct information as to the identity of the hauler, the weight of the Non-County Waste, the source of the Waste and the time it is allowed into the Landfill, and

(iv) All amounts collected from such non-contracting haulers of Non-County Waste is paid to USA WASTE by COUNTY with other amounts payable to USA WASTE under Section 4.5, above.

12.1.2. Limit on County Imports. COUNTY will not accept more than 225,000 tons of Non-County Waste into all COUNTY owned or operated landfills combined in any twelve (12) month period except under the following conditions:

(a) For a period of ten (10) years commencing on the Start Date, in addition to the 225,000 tons per twelve (12) months referred to in Section 12.1.2, COUNTY may

accept Non-County Waste into COUNTY owned or operated landfills to replace County Waste which after January 1, 1998 ceases to be deposited in COUNTY owned or operated landfills or the Landfill by reason of such Waste being exported to landfills not owned or operated by COUNTY; provided that the total amount of such Non-County Waste accepted pursuant to this Section 12.1.2(a) does not at any time exceed 360,000 tons per twelve (12) month period and that the total amount of Non-County Waste being accepted by COUNTY at all COUNTY owned or operated landfills combined, except El Sobrante, does not at any time exceed 585,000 tons per twelve (12) month period. The 360,000 tons per twelve (12) month limit on replacement tonnage will be increased 10,800 tons per twelve (12) months each year for the last seven (7) years of the ten (10) year term.

County Waste which ceases to be placed in a COUNTY owned or operated landfill by reason of it being taken to the El Sobrante Landfill shall not be considered as having been exported to a landfill not owned or operated by COUNTY.

After the expiration of the ten (10) year period, COUNTY will limit its acceptance of Non-County Waste into COUNTY owned or operated landfills to 625 tons per day, maximum, except as provided in subsection 12.1.2(b), below.

(b) At such time as USA WASTE (i) has deposited 2,000,000 tons or more of Non-County Waste in the Landfill in any twelve (12) month period or (ii) has entered into a contract or contracts for the deposit of Non-County Waste into the Landfill that individually or collectively obligate USA WASTE to deposit the equivalent of more than 5,800 tons of Non-County Waste into the Landfill in any day, either of which event shall be referred to as the "Practical Maximum Amount", COUNTY's right to deposit Non-County Waste in COUNTY

owned or operated landfills shall thereafter not be subject to the limitation provided in this Section 12.1.2; provided, however, that in the event USA WASTE's deposits of Non-County Waste in the Landfill thereafter drop below the Practical Maximum Amount permitted to USA WASTE, (i) COUNTY may not then increase the amount of Non-County Waste COUNTY is accepting until and unless the amount of Non-County Waste again reaches the Practical Maximum Amount of Non-County Waste which USA WASTE can deposit in the Landfill, and (ii) COUNTY's acceptance of Non-County Waste shall be limited to those amounts provided in Sections 12.1.2 and 12.1.2(a), above, and Waste being received under contracts entered into while this Section 12.1.2(b) was in effect provided that acceptance of Waste under such contracts stops after five (5) years unless USA WASTE is again depositing the Practical Maximum Amount.

12.1.3. County Charge for Imports. The COUNTY charge for Non-County Waste shall not be less than the amount per ton payable by USA WASTE in respect of Non-County Waste under Section 5 above plus the lowest COUNTY contract price between the COUNTY and any City or hauler for County Waste at the Landfill or COUNTY's cost per ton at the Landfill.

12.1.4. Penalty for Exceeding Import Limit. In the event COUNTY were to violate the terms of this Section 12.1, USA WASTE would be damaged but the amount of damages would be difficult or impossible to ascertain. The parties have therefore agreed that twenty percent (20%) of the amount received for such tonnage is a reasonable estimate of the damages which USA WASTE would suffer and have agreed on said amount as liquidated damages payable by COUNTY to USA WASTE for each ton of Non-County Waste accepted by COUNTY in excess of 100 tons per day in violation of this Section 12.1.

12.1.5. Special Conditions for Exceeding Import Limit. Notwithstanding the foregoing provisions of this Section 12.1, COUNTY may elect to accept Non-County Waste before USA WASTE reaches its practical maximum amount of Non-County Waste without regard to the foregoing limitations provided it (a) grants to USA WASTE the right to set the price which COUNTY pays to USA WASTE for County Waste without regard to the provisions of Sections 4.2.1 and 4.2.2 which sections will be deleted, and (b) agrees to allow USA WASTE to contract directly with haulers of County Waste for County Waste.

12.2. Uniform COUNTY Charges. Except as provided in Section 12.1.5 above, the price which COUNTY charges for all County Waste brought into the Landfill will be set by COUNTY in accordance with its standard practices for establishing such fees for the County solid waste disposal system. The price which COUNTY charges for County Waste at the Landfill shall not be more than the lowest price which COUNTY charges for County Waste at any gated COUNTY owned or operated landfill; provided, however, that if COUNTY can prove that the price charged at COUNTY landfills is not below COUNTY's own cost, COUNTY shall not be required to set a lower price at the Landfill than the price which USA WASTE charges COUNTY thus creating differential pricing within the County Landfill System. USA WASTE will pay COUNTY a fee at the gate for County Waste delivered to the Landfill by USA WASTE which is the same as the fee paid at the gate by any other hauler of County Waste. Any failure by USA WASTE to make such payment shall be a material breach of this Agreement and shall be enforceable by COUNTY by any remedy provided herein for any such breach including, but not limited to, injunctive relief.

12.3. Operation of Gate. COUNTY shall operate the Site gate, scales and fee

booths, including, without limitation, the providing of all labor and materials in regard thereto and in accordance with Section 11.10 "Hours of Operation." Such operation shall be for all hours and days the Site is open for acceptance of Waste.

12.4. Fee Collection. The COUNTY shall collect, count and account for all appropriate County Landfill gate fees from each user at the Site. All such fees shall be collected in accordance with this Agreement. All vehicles that enter the Site must be accounted for, including those of visitors, USA WASTE's employees, representatives, contractors and COUNTY vehicles.

All vehicles carrying Waste into the Site must be identified by COUNTY and a determination made as to whether they carry County Waste or Non-County Waste and the amount of tonnage. Those facts must be noted on the gate fee ticket.

COUNTY will keep the gate fee tickets for a period of three (3) years or as may be required under any applicable law, rule or regulation, and make these tickets or copies thereof available to USA WASTE upon request. On or before the tenth day of each month the COUNTY will provide USA WASTE with a detailed report on all gate fee transactions made during the previous month and will provide a daily tonnage count following the close of each business day. Such reports will include the number and types of vehicles, and the tons of refuse of various types as a basis for the statement and payment to USA WASTE as provided in this Agreement. USA WASTE shall have the right, at all reasonable times, and at its expense, to examine, evaluate and copy all COUNTY gate fee records.

USA WASTE shall have the right, at USA WASTE's cost, to install any necessary equipment to transmit directly to USA WASTE's office the tonnage of Waste entries being made

on COUNTY's gate computers provided such USA WASTE equipment does not unreasonably interfere with the operation of COUNTY's equipment. Such entries are subject to correction of errors and are not final until certified by COUNTY.

12.5. COUNTY Reports. COUNTY will furnish USA WASTE with all necessary billing information on haulers of both County and Non-County Waste on a daily basis on or before 5:00 p.m. of the following business day. No haulers of Non-County Waste will be admitted to the Landfill without the prior written consent of USA WASTE and confirmation that the vehicles and hauler have met the pertinent requirements of Riverside County Ordinance 657 as enforced by the Department of Environmental Health.

12.6. Restrictions on COUNTY. COUNTY shall not deposit Non-County Waste in the Landfill or permit the disposal of Non-County Waste into any COUNTY facility except as provided in Section 12.1. COUNTY shall not deposit any Waste in the Landfill which does not comply with the terms and conditions of any permit required for operation of the Landfill and this Agreement.

13. COUNTY ADMINISTRATIVE REVIEW COMMITTEE.

13.1. Composition of Committee. In order to assure County that the construction and operation of the Landfill complies with this Agreement, and the Project as described in the EIR, and that it also meets the public purposes contemplated herein, COUNTY will provide an Administrative Review Committee composed of a representative of the County Executive office, the Planning Director and the MGR.

13.2. Submissions and Reports. At least once in each calendar year USA WASTE shall provide the Administrative Review Committee with a copy of USA WASTE's Mitigation

Monitoring Program reports for the period since the last such report as required by said program. The Administrative Review Committee may require USA WASTE to submit to the Administrative Review Committee such information concerning USA WASTE's performance hereunder as the Committee may reasonably require in order to determine compliance with the EIR and this Agreement.

13.3. Consent of Administrative Review Committee.

13.3.1. USA WASTE shall not undertake any construction or operation which materially departs from the construction or operation described in the EIR without first submitting the proposed changes or departure in writing to the Administrative Review Committee in such detail as the Committee may reasonably require and no such change shall be undertaken in the Project until USA WASTE has received the written consent of the Administrative Review Committee which consent will not be unreasonably withheld; provided, however, that unless the Administrative Review Committee specifically objects to the proposed change within sixty (60) days after it has been submitted to the Administrative Review Committee the change will be deemed consented to by COUNTY. Any consent of COUNTY to such a change may be conditioned on compliance with existing environmental and other applicable laws.

13.3.2. When this Agreement requires a matter to be submitted, reviewed or approved by COUNTY or the Administrative Review Committee such matter shall be submitted to the MGR stating the request. The matter, along with four (4) copies of pertinent documents shall be submitted to the Administrative Review Committee by the MGR, indicating such review as believed to be required.

13.3.3. USA WASTE may appeal any decision of the Administrative

Review Committee to the Board in which event action by the Board shall constitute action of the COUNTY.

14. INCORPORATION AND ANNEXATION.

14.1. Intent. If all or any portion of the Property is annexed to or otherwise becomes a part of a city or another county, it is the intent of the parties that this Agreement and its term shall survive and be binding upon such other jurisdiction and that payments from COUNTY to USA WASTE and from USA WASTE to COUNTY will continue as herein provided.

14.2. Incorporation and Annexation. USA WASTE and COUNTY shall oppose, in accordance with the procedures provided by law, any incorporation of a city or district comprising all or any portion of the Property, any annexation to any city or district of all or any portion of the Property, and any formation of another county whose territory includes all or any portion of the Property unless both USA WASTE and COUNTY give written consent to such incorporation, annexation or formation.

15. DEFAULT AND REMEDIES.

15.1. Specific Performance. The parties acknowledge that money damages and remedies at law may be inadequate remedies for breach of this Agreement, and specific performance and other non-monetary relief may be particularly appropriate and preferred remedies for the enforcement of this Agreement and should be available to all parties.

15.2. Release. Except for causes of action based on breach of the terms of this Agreement and causes of action for non-monetary remedies, USA WASTE, for itself, its successors and assignees, hereby releases RIVERSIDE COUNTY, the DISTRICT, their officers,

agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement.

15.3. Termination of Agreement for Default of USA WASTE. Subject to the appeal provisions contained in Subsection 13.3.3 herein, COUNTY may terminate this Agreement only for failure of USA WASTE to perform any material duty or obligation of USA WASTE under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, COUNTY may terminate this Agreement pursuant to this section only after providing written notice to USA WASTE of default setting forth the nature of the default and the actions, if any, required by USA WASTE to cure such default and, where the default can be cured, USA WASTE has failed to take such actions and cure such default within one hundred and eighty (180) days after the effective date of such notice or, in the event that such default cannot be cured within such 180 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 180 day period and to diligently proceed to complete such actions and cure such default.

In the event of a default which USA WASTE has failed to cure as provided in this section, COUNTY instead of terminating the Agreement may require USA WASTE to stop accepting Waste into the Landfill three (3) years after the date the Notice of Default was given and not to accept Waste thereafter without COUNTY's written consent.

15.4. Right of Offset. In the event COUNTY defaults in any of its monetary obligations to USA WASTE under this Agreement, USA WASTE may, in addition to any other remedy available to USA WASTE, offset any amounts due USA WASTE against amounts due to COUNTY from USA WASTE under Section 5.3.

16. THIRD PARTY LITIGATION, ENVIRONMENTAL IMPAIRMENT, INDEMNITY AND FINANCIAL ASSURANCES.

16.1. General Plan Litigation. COUNTY has determined that this Agreement is consistent with its Comprehensive General Plan, herein called General Plan, and that the General Plan meets all requirements of law. USA WASTE has reviewed the General Plan and concurs with COUNTY's determination.

16.2. Third Party Litigation Concerning Agreement. USA WASTE shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless RIVERSIDE COUNTY and DISTRICT and their agents, officers and employees from any claim, action or proceeding against RIVERSIDE COUNTY or DISTRICT, their agents, officers, or employees by any entity except USA WASTE to attack, set aside, void, or annul the approval of this Agreement or the Project, certification of the EIR or the approval of any permit granted pursuant to this Agreement. RIVERSIDE COUNTY shall promptly notify USA WASTE of any such claim, action or proceeding, and COUNTY shall cooperate in the defense. If RIVERSIDE COUNTY fails to promptly notify USA WASTE of any such claim, action or proceedings, or if RIVERSIDE COUNTY fails to cooperate in the defense, USA WASTE shall not thereafter be responsible to defend, indemnify, or hold harmless RIVERSIDE COUNTY or DISTRICT.

16.3. USA WASTE Indemnity. USA WASTE shall indemnify and hold

RIVERSIDE COUNTY and DISTRICT, their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of USA WASTE, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (USA WASTE's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the negligence or willful misconduct of RIVERSIDE COUNTY or DISTRICT. USA WASTE shall defend, at its expense, including attorneys' fees, RIVERSIDE COUNTY and DISTRICT, their officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions of USA WASTE. If RIVERSIDE COUNTY fails to promptly notify USA WASTE of any such claim, action or proceeding, or if RIVERSIDE COUNTY fails to cooperate in the defense, USA WASTE shall not thereafter be responsible to defend, indemnify or hold harmless RIVERSIDE COUNTY or DISTRICT. RIVERSIDE COUNTY may at its sole cost and in its discretion participate in the defense of any such legal action. .

16.4. COUNTY Indemnity. COUNTY shall indemnify and hold USA WASTE, its officers, directors, shareholders, agents, employees and independent contractors free and harmless from any liability based or asserted upon acts or omissions of COUNTY, its officers, agents, employees, subcontractors and independent contractors and elected officials, for property damage, bodily injury, or death or any other element of damage of any kind or nature arising from the negligence or willful misconduct of COUNTY. COUNTY shall defend, at its expense,

including attorneys' fees, USA WASTE, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. If USA WASTE fails to promptly notify COUNTY of any such claim, action or proceeding, or if USA WASTE fails to cooperate in the defense, COUNTY shall not thereafter be responsible to defend, indemnify or hold harmless USA WASTE. USA WASTE may at its sole cost and in its discretion participate in the defense of any such legal action.

16.5. Additional USA WASTE Indemnity. Except for those items of cost which COUNTY agrees to reimburse USA WASTE for herein, USA WASTE shall indemnify and hold RIVERSIDE COUNTY and DISTRICT, their officers, agents, and employees free and harmless from any liability, arising out of any act or omission of USA WASTE, its officers, agents, employees, and subcontractors which act or omission was not required by COUNTY under this Agreement for any violation of any federal, State or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and USA WASTE shall defend, at its expense, including attorneys' fees, RIVERSIDE COUNTY and DISTRICT, their officers, agents and employees in any action based or asserted upon any such alleged act or omission.

16.6. Survival of Indemnities. The indemnities provided in this Section 16 shall survive termination of this Agreement as to all acts and omissions of the parties occurring prior to termination.

16.7. Environmental Impairment and Damage to Natural Resources. USA WASTE shall promptly comply with all final judgments and orders issued by a court of competent jurisdiction as well as all orders, rules or regulations issued by any County, State or Federal

regulatory agency having jurisdiction over the Project which require USA WASTE or COUNTY to remedy any environmental impairment or damage to any natural resource or to pay monetary damages to any third party as a result of any environmental impairment or damage to natural resources arising out of the Project.

16.8. Emergencies. In the event the Board determines by Resolution and in good faith, that an emergency exists:

16.8.1. which, unless responded to immediately, would likely result in serious and immediate adverse impacts upon the public health, safety or welfare; and

16.8.2. which is a direct result of an accident arising out of or connected with any aspect of the Project, including, but not limited to operations at the Project; and

16.8.3. which appears, in the good faith judgment of the Board, to be the legal responsibility of USA WASTE; it may order USA WASTE to respond immediately to such emergency to commence and complete such cleanup, remediation or such other action as the Board determines necessary to reduce or eliminate the immediate threat to the public health, safety, or welfare. In the event USA WASTE refuses or neglects to respond to the emergency, the COUNTY may undertake the cleanup, remediation or other response. In the event it is later determined, as a result of any lawsuit, negotiated settlement, arbitration or otherwise, that USA WASTE was legally responsible to pay for the cleanup, remediation or other response, USA WASTE shall immediately reimburse COUNTY for all amounts expended by COUNTY in remediating such emergency.

17. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit USA

WASTE, in any manner, at USA WASTE's sole discretion, from encumbering the Property or any interest therein or portion thereof or any improvement thereon, or from encumbering, selling or reserving air space associated with the Property by any mortgage, deed of trust or other security device securing financing with respect to the Property or taking any other action with regard to USA WASTE's title to or ownership of the Property. COUNTY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with USA WASTE and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. COUNTY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

17.1. Liens Unimpaired. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

17.2. Notice to Lienholder. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to the COUNTY in the manner specified herein for giving notices, shall be entitled to receive written notification from COUNTY of any default by USA WASTE in the performance of USA WASTE's obligations under this Agreement.

If COUNTY receives a timely request from a Mortgagee requesting a copy of any notice of default given to USA WASTE under the terms of this Agreement, COUNTY shall

provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to USA WASTE. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

17.3. Rights After Foreclosure. Any Mortgagee or purchaser at a foreclosure sale who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of USA WASTE's obligations or other affirmative covenants of USA WASTE hereunder, or to guarantee such performance; provided, however, that should the Mortgagee or a purchaser at a foreclosure sale or from the Mortgagee operate the Landfill then such person shall be subject to all of the provisions of this Agreement and provided further that to the extent that any covenant to be performed by USA WASTE is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 18 of this Agreement.

18. ASSIGNMENT.

18.1. Right to Assign. USA WASTE shall have the right to sell, transfer or assign its interest in and to the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410 et. seq., or Riverside Coun Ordinance No. 460) to any person, partnership, joint venture, firm or corporation at any tim during the term of this Agreement. Concurrent with any such sale, transfer or assignment, or

within fifteen (15) business days thereafter, USA WASTE shall notify COUNTY, in writing, of such sale, transfer or assignment and shall provide COUNTY with an executed agreement, in a form reasonably acceptable to COUNTY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of USA WASTE under this Agreement; provided, however, and notwithstanding the foregoing, USA WASTE shall not sell, transfer or assign its interest in and to the Landfill without the prior written consent of the COUNTY which shall not be unreasonably conditioned or withheld.

Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement herein above, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

18.2. Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring owner, including USA WASTE, shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring owner of the following conditions:

18.2.1. Such owner no longer has a legal or equitable interest in all or any part of the Property.

18.2.2. Such owner is not then in material default under this Agreement

18.2.3. Such owner has provided COUNTY with the notice and agreement executed in accordance with Subsection 18.1 above.

18.2.4. The purchaser, transferee or assignee provides COUNTY with security reasonably equivalent to the security provided by such owner at the time of the proposed transfer to secure performance of its obligations hereunder.

18.3. Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of Section 18.

18.4. Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties. This provision shall not limit any remedy of COUNTY or USA WASTE as provided by this Agreement.

19. NOTICES.

19.1. As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

19.2. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) two (2) business days after deposit in the United States mail in a sealed envelope by certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below; or (iv) upon receipt of a facsimile (FAX) transmission sent to the FAX number listed below. All notices shall be addressed as follows:

If to COUNTY:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon Street, 14th Floor
Riverside, California 92501
FAX No. (909) 955-1071

With copies to:

Chief Executive Officer
County of Riverside
4080 Lemon Street, 12th Floor
Riverside, California 92501
FAX No. (909) 955-1105

Planning Department
County of Riverside
4080 Lemon Street, 9th Floor
Riverside, California 92501
FAX No. (909) 955-2063

County Counsel
County of Riverside
3535 Tenth Street, Suite 300
Riverside, California 92501
FAX No. (909) 955-6322

General Manager -Chief Engineer
Riverside County Waste Resources Management District
County of Riverside
1995 Market Street
Riverside, California 92501
FAX No. (909) 955-1334

Director
Environmental Health
Health Administration Building
4065 County Circle Drive
Riverside, California 92503
FAX No. (909) 358-5017

If to USA WASTE:

USA Waste Services of California, Inc.
Attention: President
21061 South Western Avenue
Torrance, California 90501
FAX No. (310) 212-7092

With copies to:

General Counsel
USA Waste of California, Inc.
21061 South Western Avenue
Torrance, California 90501
FAX No. (310) 212-7092

Clayson, Mann, Yaeger & Hansen
A Professional Law Corporation
Attention: Roy H. Mann, Esq.
601 South Main Street
Corona, California 91720
FAX No. (909) 737-4384

19.3. In the event notice is given by FAX, a copy of the notice shall also be mailed to the recipient as provided in 19.2(ii) above on the same day the FAX notice is given.

19.4. Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

20. MISCELLANEOUS PROVISIONS.

20.1. Confidentiality. Any document or information submitted or provided to COUNTY hereunder by USA WASTE which is claimed by USA WASTE not to be subject to disclosure under the California Public Records Act (Government Code Sections 6250 et. seq.)

shall be so designated in writing by USA WASTE at the time of its submission, together with the reasons for its exemption, and thereafter if any person request or demands the disclosure of any such document or information, COUNTY shall immediately notify USA WASTE thereof, and USA WASTE shall, within five (5) business days of receipt of such notice, inform COUNTY whether USA WASTE desires to maintain the exempt nature of the document or information, and if it does so, of its agreement to defend and indemnify the COUNTY in any litigation over the disclosure of such documents, and in the event USA WASTE shall fail to so notify COUNTY, COUNTY may disclose such document to the requesting party without any liability whatsoever to USA WASTE for such disclosure.

20.2. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the Clerk of the Board of Supervisors.

20.3. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

20.4. Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the

foregoing, the provisions regarding Indemnity and the Financial Assurances set forth in Section 16 of this Agreement are essential elements of this Agreement and COUNTY would not have entered into this Agreement but for such provisions, and therefore in the event any such provision(s), is/are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever. Similarly, the provisions for payment to USA WASTE by COUNTY provided in Section 4 are essential to USA WASTE and if determined to be invalid, void or unenforceable shall cause this Agreement to be null and void.

20.5. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

20.6. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

20.7. Singular and Plural. As used herein, the singular of any word includes the plural.

20.8. Joint and Several Obligations. If at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS.

20.9. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

20.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

20.11. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

20.12. Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), referendum, substantially changed economic conditions or circumstances or other causes beyond the party's control. If any such events shall occur, the time for performance by either party of any of its obligations hereunder shall be extended for the period of time that such events prevented such performance, but in no event, shall the time be extended beyond the term of this Agreement.

20.13. Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefitted thereby of the covenants to be performed hereunder by such benefitted party.

20.14. Successors in Interest. The burdens of this Agreement shall be binding

upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

20.15. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

20.16. No Partnership. It is specifically understood and agreed by and between the parties hereto that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

20.17. Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

20.18. Further Agreement. Either party may at any time petition the other parties hereto for modification or changes of the terms and/or conditions hereof and the parties agree in that event to meet and confer in good faith with regard to the subject matter of such petition and including, where appropriate, changes or modifications to the terms and/or conditions of this Agreement.

20.19. Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain.

20.20. Authority to Execute. The person or persons executing this Agreement or any Exhibit attached hereto on behalf of USA WASTE and COUNTY warrant and represent that they have the authority to execute this Agreement or Exhibit on behalf of USA WASTE and COUNTY, and warrant and represent that they have the authority to bind USA WASTE and COUNTY to the performance of their obligations hereunder.

20.21. Parent Company Guarantee. The parties acknowledge that USA WASTE is a wholly owned subsidiary of Waste Management, Inc., a Delaware corporation. Prior to the execution of this Agreement, USA WASTE has provided COUNTY the written agreement of Waste Management , Inc. signed by duly authorized corporate officers that Waste Management, Inc. guaranteeing the performance of all of the obligations and duties of USA WASTE hereunder attached hereto as Attachment 1.

20.22. Additional Conditions. Attached hereto as Exhibit "F" are certain "Conditions of Approval" which are incorporated into this Agreement as a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT
1995 Market Street
Riverside, CA 92501

Date: SEP - 1 1998

RECOMMENDED FOR APPROVAL

By: Robert A. Nelson
Robert A. Nelson
General Manager-Chief Engineer

RIVERSIDE COUNTY

By:
Chairman, Board of Supervisors
JOHN TAVAGLIONE

ATTEST: GERALD A. MALONEY
CLERK of the BOARD OF SUPERVISORS
County of Riverside, State of California
SEP - 1 1998

By:
Gerald A. Maloney, Clerk of the Board

FORM APPROVED
COUNTY COUNSEL
AUG 11 1998
BY

USA WASTE OF CALIFORNIA, INC.
21061 South Western Avenue
Torrance, CA 90501

Date: August 18, 1998

By:
Regional Vice President
USA Waste Services, Inc.

Date: August 18, 1998

By:
President, Chief Operating Officer
Waste Management, Inc.

(ALL SIGNATURES SHALL BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC. EXECUTION ON BEHALF OF ANY CORPORATION SHALL BE BY TWO (2) CORPORATE OFFICERS.)

8/1/98 11.3

Ref 09/01/1998 ; Signed 06/20/2003

EL SOBRANTE

FIRST AMENDMENT TO

SECOND EL SOBRANTE LANDFILL AGREEMENT

A PUBLIC-PRIVATE PROJECT

between

COUNTY OF RIVERSIDE

and

USA WASTE OF CALIFORNIA, INC.

This First Amendment to Second El Sobrante Landfill Agreement (hereinafter "First Amendment") is entered into by and between the COUNTY OF RIVERSIDE, CALIFORNIA (hereinafter called "COUNTY") and USA WASTE OF CALIFORNIA, INC., a Delaware corporation (hereinafter called "USA WASTE").

RECITALS

A. WHEREAS, the Second El Sobrante Landfill Agreement (hereinafter called "Second Agreement") was adopted by the parties on September 1, 1998; and

B. The development of the expanded landfill has proceeded in accordance with the Project Plan, and is currently operational; and

C. USA WASTE desires to amend the scope of the Project Plan to add two new activities, a landfill gas to energy facility and a yard trimmings chipping, grinding and processing facility; and

7/1/03 10.3

D. COUNTY recognizes that the proposed new activities provide for enhanced resource recovery, reduced air emissions and diversion of waste materials from landfill disposal, and for that reason provide a long term benefit to COUNTY; and

E. The Second Agreement provides for the addition of complementary improvements and facilities by appropriate amendment.

F. WHEREAS, USA WASTE has decided on its own accord to pursue the permitting of facilities for the conversion of Landfill gas and will receive revenue and benefit from the marketable products produced by processing or converting said gas from the Landfill that may or may not provide a return on its capital investment for such facilities;

NOW, THEREFORE, in consideration of the matters recited above and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective as of the date hereof, the "Project" as defined in the Second Agreement includes:

1.1. A facility for the generation of electricity using landfill gas; and

1.2. A facility for chipping, grinding, sorting and processing of yard trimmings such as grass, leaves, branches, brush and similar materials.

2. USA WASTE shall operate the electric generating facility and the yard trimmings facility in accordance with applicable law, and shall obtain all required permits.

3. The following conditions regarding the yard trimmings facility will apply:

3.1 Approval to operate the facility shall be granted on an interim basis for up to 90 days with authority to implement a permanent facility providing, however, that no determination is made by the Board of Supervisors that unacceptable odors, dust, noise or other environmental problems are encountered during the 90-day interim period.

3.2 USA WASTE agrees that it will not accept yard trimmings self-hauled by residents or businesses to the facility, self-haul by commercial landscapers, or from commercial haulers other than USA WASTE. USA WASTE agrees that it will not accept yard trimmings originating from outside of the City of Corona, the City of Norco, and surrounding areas in unincorporated Riverside County. However, USA WASTE may change the source areas or types of accounts from which it

accepts yard trimmings, in accordance with the procedures set forth in Section 13.3 of the Second Agreement.

3.3 Operating hours for grinding activities shall be limited to 8:00 am to 5:00 pm, Monday through Saturday.

4. COUNTY has the right of review or approval of the electric generating facility and the yard trimmings facility to the extent provided by, and in accordance with, the terms and conditions of, Sections 2.6 and 2.8 of the Second Agreement.

5. Future expansions of the electric generating facility may require additional amendments to the Second Agreement, to the extent required or permitted by the Second Agreement, which may or may not include, but not be limited to, a revenue sharing arrangement that considers the gross revenue resulting from the production and retail sales of electricity, liquefied natural gas or other products with marketable value produced from landfill gas, and the capital investment, operating cost, and potential return on investment to USA WASTE or COUNTY.

6. Item 23.a. of the Conditions of Approval, Exhibit "F", is revised as follows: USA WASTE or its successor-in-interest shall be responsible for the control and cleanup of litter and debris from the landfill and/or waste-hauling vehicles along the landfill access road to its intersection with Temescal Canyon Road, and along

Temescal Canyon Road from the intersection with Interstate 15 (I-15) to the intersection with Weirick Road.

7. In order to provide more focused assistance with the problem of illegal dumping on private property, USA WASTE or its successor-in-interest will provide one roll-off bin per quarter in the Spanish Hills area and one roll-off bin per quarter in the Dawson Canyon area for private property owners in those areas. Costs associated with transportation and disposal of waste deposited in the bins will be borne by USA WASTE, with the understanding that the private property owners will bear the responsibility of depositing waste in the bins.

8. USA WASTE shall provide grading services once per quarter on the dirt roads in the following areas described below:

Park Canyon/Dawson Canyon Road – Beginning at the southern end of the pavement located at approximately 10600 Dawson Canyon Road and continuing along Park Canyon/Dawson Canyon Road to Spanish Hills Drive.

Dawson Canyon Road - From Park Canyon Road on the west and heading east into the canyon until the end of the road at the private drive located at 12355 Dawson Canyon Road on the eastern end.

Sunway Drive - From Park Canyon Road on the west, heading east to the private drive at 11021 Sunway Drive.

Spanish Hills Drive – From Park Canyon Road on the west, east to a point approximately 7/10ths of a mile to the east of 11399 Spanish Hills Drive.

9. USA Waste shall not be obligated to grade side roads or private drives, but may do so at the request of property owners while the grading work is being performed. USA Waste shall not be responsible for the purchase of aggregate materials or the maintenance of roadside ditches.

10. All defined terms used herein shall have the same meaning as in the Second Agreement.

11. Except as modified herein, all terms and conditions contained in the Second Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

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RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT
14310 Frederick Street
Moreno Valley, CA 92553

Date: _____

By: _____
Joseph R. McCann
General Manager-Chief Engineer

USA WASTE OF CALIFORNIA, INC.
10910 Dawson Canyon Road
P.O. Box 77908
Corona, CA 92877-0130

Date: 6-20-03

By: _____
J. A. Braicovich
General Manager

RIVERSIDE COUNTY

By: _____
ROY WILSON
VICE-CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

By: _____
Nancy Romero, Clerk of the Board

APPROVED:

By: _____
Frank C. Aldrich III, Deputy County Counsel

7/1/03 10.2

Riverside County
Waste Management Department
Hans W. Kernkamp, General Manager-Chief Engineer

September 5, 2006

Damon DeFrates
USA Waste of California, Inc.
P.O. Box 77908
Corona, CA 92877-0130

Re: Memorandum of Understanding between Riverside County Waste Management Department and USA Waste of California, Inc.

Dear Mr. DeFrates:

Enclosed is a fully executed copy of the referenced document, for your records. If you have any questions, you may call Debbie Woods of my staff at (951) 486-3233.

Sincerely,

Hans Kernkamp
General Manager-Chief Engineer

HK:ft

Enclosure

cc: Debbie Woods
Justine Quinones w/enclosure

14310 Frederick Street • Moreno Valley, CA 92553 • (951) 486-3200 • Fax (951) 486-3205 • Fax (951) 486-3230
www.rivcowm.org

APPENDIX A
TO MEMORANDUM OF UNDERSTANDING
BETWEEN RIVERSIDE COUNTY WASTE MGMT DEPT
AND USA WASTE OF CALIFORNIA, INC.

This APPENDIX A has been entered into between the RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT and USA WASTE OF CALIFORNIA, INC. in order to set forth a methodology for implementing the requirements of the Second El Sobrante Landfill Agreement related to operation of the Gate House, and the allocation of costs for such operations between COUNTY (for County Waste) and USA WASTE (for Non-County Waste).

Sec. 2.a. Current cost of Gate Fee and Waste Inspection Services (based on 9,000 hrs/yr for Gate Services and 2,000 hrs/yr for Waste Inspection):

- At Jan. 1, 2006 Annual Cost = $584,731.00 Monthly cost = $48,727.58

Sec. 2.b. Increases/Decreases Created by staffing adjustments:

- Increases or decreases to the Monthly Cost shall be adjusted on the billing cycle following the change caused by actual increases in hours of service at El Sobrante Landfill resulting from:
    - Increased or decreased operational hours of USA Waste
    - Increased or decreased staffing due to significant and sustained changes in customer entrance, including the addition of a second manned fee booth or system

Increases or decreases to the Monthly Cost due to changes in Load Inspections staffing shall be made after providing USA Waste 30-days notice of proposed changes. Such changes shall not be arbitrary and the inspection frequency ratio shall not exceed the approximate inspection frequency ratios conducted at other Riverside County solid waste facilities.

- Waste Inspection per additional Waste Inspector:
    - Minimum of .5 FTE at 218% of Sr. Waste Inspector base salary, Step 6
        - Estimated annual increase based on rates in effect at Jan. 1, 2006 would be $43,331.41 or 19.1123/hr x 2.18 x 1040 hours
        - Monthly increase at Jan. 1, 2006 rates would be $3,610.95
- Gate Fee per additional service assistant:
    - Minimum of .5 FTE at 177% of Sr. Gate Service Asst. base salary, Step 5
        - Estimated annual increase based on rates in effect at Jan. 1, 2006 would be $26,726.58 or 14.5190/hr x 1.77 x 1040 hours
        - Monthly increase at Jan.1, 2006 rates would be $2,227.22
- Increases or decreases for staffing will be charged at increments of .25 FTE.
- Additional or reduced billing will become part of the regular cost as described in Section 2.a. of the MOU and subject to the next allowable CPI increase as described below in this Appendix.
- Additional billing will be considered all inclusive – i.e. includes overtime, shift differential pay, training, equipment, supplies, and administrative support.

A CPI increase will be applied annually, equal to 90% of the annual change in All Urban Consumers LA, Riverside, Orange County Consumer Price Index (CPI) for period ending December 31.

- Increase to be calculated each January for the upcoming year

- Notice is hereby given of annual CPI increase and no additional notice will be required or expected
    - At January 1, 2007 Annual Cost = $584, 731.00 x change in CPI
    - Monthly billing = Adjusted Annual Cost divided by 12 and rounded to the nearest whole cent.
    - Adjusted monthly billing will be reflected on those invoices submitted for payment on or about February 10 of each year and onward.

SUPPORTING CALCULATION FOR SALARY MULTIPLIERS USED IN APPENDIX A

Waste Inspectors at 218% of base salary:

• Base Salary				100%
• Overtime and Shift Differential				5%
• Benefits:				
o Employer Pd retirement			19.4%	
o Employer Pd Social Security			7.5	
o Health Benefit			21.1	48%
		Est. Annual Cost		
• Equipment:				
o Vehicle:				
▪ Purchase $30,000		$10,000		
▪ Annual Mileage est.=16,640				
▪ Maintenance at .45/mile		$7,488	$17,488	44%
o Uniform		$550		
o Physical		$450 doc exam+hearing+gas mask		
o Safety Equipment:				
▪ Shoes		$175		
▪ Gloves & Mask		$250		
o Communication Equipment:				
▪ Radio		$350		
▪ Cell phone		$360		
▪ Digital Camera		$650		
• Training:				
o Annual Certification Training		$1,500	$4,285	10.8%
• Administrative Support:				10%
			TOTAL	**217.8%**

Gate Service Assistant at 177% of base salary:

• Base Salary				100%
• Overtime and Shift Differential				5%
• Benefits:				
o Employer Pd retirement			19.4%	
o Employer Pd Social Security			7.5	
o Health Benefit			27.8	54.7%
• Supplies:				
o Computer / Supplies	$1,600			
o Other Office Supplies	475			
• Training:				
o Customer Service	250	$2,325		7.7%
• Administrative Support:				10%
			TOTAL	**177.4%**

Both parties represent and warrant that they have the requisite authority to enter into this agreement, and that the persons signing below have authority to bind their respective party.

EFFECTIVE as of the latest date set forth below.

RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT
14310 Frederick Street
Moreno Valley, CA 92553

Date: 9/1/06
By: _____
Name: HANS KERNKAMP
Title: GENERAL MANAGER-CHIEF ENGINEER

USA WASTE OF CALIFORNIA, INC.
10910 Dawson Canyon Road
P.O. Box 77908
Corona, CA 92877-0130

Date: 8/30/06
By: _____
Name: DENNIS DE FRATES
Title: DISTRICT MANAGER

Date: _____
By: _____
Name: _____
Title: _____

Agreed 03/12/2007; MF 06/20/2003

EL SOBRANTE

SECOND AMENDMENT TO
SECOND EL SOBRANTE LANDFILL AGREEMENT
A PUBLIC-PRIVATE PROJECT
between
COUNTY OF RIVERSIDE
and
USA WASTE OF CALIFORNIA, INC.

This Second Amendment to the Second El Sobrante Landfill Agreement (hereinafter "Second Amendment") is entered into by and between the COUNTY OF RIVERSIDE, CALIFORNIA (hereinafter called "COUNTY") and USA WASTE OF CALIFORNIA, INC., a Delaware corporation (hereinafter called "USA WASTE").

RECITALS

A. WHEREAS, the Second El Sobrante Landfill Agreement (hereinafter called "Second Agreement") was adopted by the parties on September 1, 1998 and amended in accordance with the First Amendment to the Second El Sobrante Landfill Agreement dated June 20, 2003; and

B. WHEREAS, the development of the expanded Landfill has proceeded in accordance with the Project Plan, and is currently operational; and

C. WHEREAS, COUNTY and USA WASTE desire to amend the Second Agreement to provide for alternative methods of setting the rate for acceptance of County Waste, to provide for revised operations at the Landfill, to provide for the diversion of some County Waste from the Landfill into a COUNTY owned or operated landfill, and to increase the aggregate capacity reserved for County Waste at the Landfill.

NOW, THEREFORE, in consideration of the matters recited above and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. California Environmental Quality Act Compliance; Costs.

(a) This Second Amendment proposes revisions to Landfill operations and associated permits that may result in environmental impacts. In accordance with the California Environmental Quality Act (CEQA), COUNTY will assume the role of Lead Agency and perform an environmental analysis of these impacts. COUNTY and the Regulatory Agencies having jurisdiction over operation of a Class III - Landfill will consider the environmental analysis at the time they consider the proposed revisions. During the consideration process, both COUNTY and the Regulatory Agencies shall retain full discretion to approve, modify, or deny the proposed revisions. This Second Amendment does not give USA WASTE any vested rights to the proposed revisions.

(b) On the date of execution of this Second Amendment, USA WASTE shall, upon receipt of an invoice from COUNTY, deposit with COUNTY monies sufficient to cover all costs that COUNTY estimates it will incur in acting as the CEQA Lead Agency, including but not limited to, consultant fees, legal fees, and other direct and indirect costs. Should actual costs incurred by COUNTY in acting as CEQA Lead Agency exceed the estimated costs, USA WASTE agrees to reimburse COUNTY for actual costs incurred. COUNTY and USA WASTE acknowledge and agree that the provisions of Section 16.2 of the Second Agreement entitled "Third Party Litigation Concerning Agreement" apply with respect to any claim, action or proceeding to attack, set aside, void or annul this Second Amendment on the ground that CEQA was not complied with.

2. Approvals; Permits.

(a) USA WASTE shall seek COUNTY'S approval of the revisions to Landfill operations contemplated by this Second Amendment, as more fully described in Section (b) below.

(b) If USA WASTE obtains the approval referenced in Section 2.(a) above, it shall use its best efforts to obtain, from the Regulatory Agencies having jurisdiction over operation of a Class III – Landfill, all permits or other approvals required to authorize the following revisions to Landfill operations:

(1) To permit the disposal of seventy thousand (70,000) tons of waste per week into the Landfill; and

(2) To extend the hours that the gate is permitted to remain open for acceptance of material for a continuous period of twenty-four (24) hours per day Monday through Sunday, except for County landfill holidays; and

(3) To require that no additional truck trips be allowed beyond those currently authorized in the solid waste facility permit for the Landfill; and

(4) Such other revisions as are required to reflect and implement the revisions to operations described in this Second Amendment.

(c) COUNTY agrees to cooperate with USA WASTE in working with the Local Enforcement Agency (LEA), the California Integrated Waste Management Board, other Regulatory Agencies having jurisdiction over operation of a Class III – Landfill, and the general public to facilitate the issuance of any necessary permits or other approvals related to the revised operations.

3. Effectiveness of Provisions; Commencement Date; Termination.

(a) The provisions of Sections 4 (Interim Rate), 13 (Inspection and Monitoring) and 14 (No Charge for Community Cleanups) of this Second Amendment will become effective on the date of execution of this Second Amendment.

(b) The provisions of Sections 5 (Rate for County Waste), 6 Notification), 7 (Capacity Reserved for County Waste), 8 (Hours of Operation; Hours of Waste Acceptance), 9 (Upper Limits of Deposits of Non County Waste), 10 (Limit of County Waste Deposits), 11 (Delivery of County Waste to COUNTY Owned or Operated Landfill) and 12 (Release and Hold Harmless) of this Second Amendment will become effective on the "Commencement Date", which is the later of either of the following dates:

(1) The date of issuance of all necessary permits or other approvals from Regulatory Agencies having jurisdiction over operation of a Class III - Landfill, including, but not limited to, issuance of a revised solid waste facility permit by the Riverside County LEA, authorizing the revised operations at the Landfill on terms and conditions substantially similar to those set forth in Section 2(b) of this Second Amendment; or

(2) The date that any legal challenges brought regarding the issuance of such permits or approvals, or the CEQA process, are fully and finally resolved.

(c) In the event that the Commencement Date does not occur on or before the expiration of eighteen (18) months following the date of execution of this Second Amendment, either party may, upon six (6) months written notice to the other, terminate this Second Amendment upon the good faith determination of the parties that the permit revisions are not likely to be approved on terms substantially similar to those set forth in Section 2(b). Notwithstanding the above, the eighteen (18) month period may be extended for up to two additional six (6) month periods upon the good faith determination of the parties that the permit revisions described in Section 2 are likely to be approved on terms substantially similar to those set forth in Section 2(b). Upon such termination, the determination of the rate for County Waste shall be determined in accordance with the provisions of the Section 4.2.1(b) of the Second Agreement, and both parties shall have all rights and remedies available to them as if this Second Amendment had never been entered into.

4. Interim Rate. Beginning on the date of execution of this Second Amendment, until the Commencement Date or the termination of this Second Amendment in accordance with Section 3(c), COUNTY will pay USA WASTE $18.15 per ton for each ton of County Waste placed in the Landfill (the "Rate"). The County Waste described herein shall include County Waste delivered to the Landfill by USA WASTE for which USA WASTE paid the COUNTY'S standard gate charge. The rate paid by COUNTY shall be adjusted on July 1 of each year beginning July 1, 2007 by a percentage equal to ninety percent (90%) of the percentage change in the CPI- all urban consumers for the Los Angeles/Riverside/Orange County metropolitan area during the twelve (12) calendar month period ending three (3) full calendar months prior to the adjustment date. COUNTY will be responsible for payment of LEA fees, gate operation cost, load check fees and State fees related to the receipt of County Waste.

5. Rate for County Waste. Beginning on the Commencement Date, Section 4.2.1(b) of the Second Agreement is deleted in its entirety and replaced with the following:

"(b) After 7.32 Million Tons. After a total of 7.32 million tons of County Waste are in the Landfill, which the parties agree and acknowledge took place on August 24, 2004, the rate for County Waste will be set in the following manner:

(1) Except as otherwise provided herein, COUNTY will pay USA WASTE $18.15 per ton for each ton of County Waste placed in the Landfill (the "Rate"). The County Waste described herein shall include County Waste delivered to the Landfill by USA WASTE for which USA WASTE paid the COUNTY'S standard gate charge. The rate paid by COUNTY shall be adjusted on July 1 of each year beginning July 1, 2007 by a percentage equal to ninety percent (90%) of the percentage change in the CPI- all urban consumers for the Los Angeles/Riverside/Orange County metropolitan area during the twelve (12) calendar month period ending three (3) full calendar months prior to the adjustment date. COUNTY will be responsible for payment of LEA fees, gate operation cost, load check fees and

State fees related to the receipt of County Waste.

(2) If there is a contract under which USA WASTE accepts more than 30,000 tons of Non-County Waste into the Landfill for disposal into the Landfill in any twelve-month period and renders no other substantial services except transportation or transfer at a disposal rate lower than that set forth in paragraph 4.2.1(b)(1), as that rate may be adjusted from time to time, then USA WASTE shall provide COUNTY with a credit against any amounts due for acceptance of County Waste (the "billing credit") in an amount equal to the difference between the contract rate under such contract and the Rate established under paragraph 4.2.1(b)(1), multiplied by the tons of waste received under such contract during the applicable twelve-month period. The billing credit does not apply and shall not be provided in the event that the amount received under any such contract is not more than thirty thousand (30,000) tons in any twelve-month period. The billing credit and the thirty thousand (30,000) ton threshold is specific to each such contract for Non-County Waste, and not to all such contracts cumulatively or in the aggregate.

The rate set forth in any such contract for purposes of determining the amount of the billing credit shall be exclusive of the Import Charge paid by USA WASTE to COUNTY pursuant to Section 5.3, but is assumed to include LEA fees, gate operation cost, load check fees and State fees.

If such a contract includes transportation in addition to disposal into the landfill, the rate for determining the billing credit shall be the contract price from which has first been deducted an amount equal to the industry standard for the transportation involved and the Import Charge. If such a contract includes transfer in addition to transportation and/or disposal into the landfill, the rate for determining the billing credit shall be the contract price from which has also been deducted an amount for the transportation services involved, an

amount for the transfer services involved (in accordance with the procedures set forth below), and the Import Charge. The deduction for transfer costs will be specific for each transfer station from which Non County Waste is delivered to the Landfill under any contract.

(i) Upon the identification of any applicable contract, the parties agree to negotiate in good faith to determine an initial rate for transfer that will be deducted from any contract, as applicable.

(ii) If the parties are unable to reach agreement on the amount of the initial deduction, then either party will have the right to submit the matter to arbitration by an independent waste consultant acceptable to both parties who shall examine USA WASTE'S costs at transfer stations owned and operated by USA WASTE providing waste to the Landfill.

(iii) Thereafter, but not more often than once every three (3) years, either party may request an adjustment to the amount of the deduction. The parties agree to negotiate in good faith on the amount of the deduction. If agreement of the amount of the deduction cannot be reached either party will have the right to submit the matter to arbitration by an independent waste consultant acceptable to both parties who shall examine USA WASTE'S costs at transfer stations owned and operated by USA WASTE providing Waste to the Landfill.

Contracts which require substantial services by USA WASTE other than transportation, transfer and/or disposal in the Landfill such as collection, Material Recovery Facility, etc., will not be provided any billing credit in respect of any such contract.

USA WASTE shall promptly supply copies of any such contract to COUNTY as provided in Section 4.2.2 hereof.

If the parties cannot agree on the contract rate for purposes of the billing credit under this paragraph 4.2.1(b)(2), an independent waste consultant acceptable to both parties shall examine the contracts to determine the disposal rate of any such contract.

If such contract is "put or pay" or "sliding scale," the contract rate for determining the amount of the billing credit shall be determined by the price actually being paid to USA WASTE during all or a portion of the relevant twelve-month period described in subparagraph (b)(2) above.

(3) USA WASTE shall provide COUNTY with an additional billing credit against any amounts due to the acceptance of County Waste in the amount of one dollar ($1.00) per ton for each ton of Non-County Waste accepted at the Landfill for disposal between the hours of 9:00 p.m. and 5:00 a.m. on Monday through Saturday, in accordance with paragraph 11.10(b). Notwithstanding the actual amount of tons delivered, but subject to the provisions of Section 11.10(c) (Unavoidable Circumstances), the additional billing credit will be in an amount not less than two thousand dollars ($2,000.00) for each operating day between Monday and Friday (the Friday operating day expires at 5:00 am on Saturday)."

6. Notification. Beginning on the Commencement Date, paragraph 4.2.2 of the Second Agreement is amended to add the following paragraph:

"In addition, COUNTY may, not more often that once each calendar year request a review of any contract that it reasonably believes may require a billing credit under paragraph 4.2.1(b)(2), whether or not notification of such contract has been provided by USA WASTE."

7. Capacity Reserved for County Waste. Beginning on the Commencement Date, all references in the Second Agreement to the disposal capacity at the Landfill reserved for County

Waste will be changed from "47,320,000 tons" to "52,320,000 tons or 40% of total landfill volume, whichever is greater."

8. Hours of Operation; Hours of Waste Acceptance. Beginning on the Commencement Date, paragraph 11.10 of the Second Agreement is deleted in its entirety and replaced with the following:

"11.10. Hours of Operation; Avoidance of Peak Traffic Hours.

(a) Hours of Operation. Operations may be conducted twenty-four (24) hours per day. The gate may remain open for acceptance of material for a continuous period of twenty-four (24) hours per day Monday through Sunday, with the exception of County landfill holidays, unless mutually agreed upon by USA WASTE and the MGR. USA Waste shall provide COUNTY with 30 days written notice prior to implementing proposed changes to the hours that the gate is open.

(b) Avoidance of Peak Traffic Hours; After-Hours Waste Acceptance Commitment. In addition to other requirements related to the transportation of Non-County Waste, USA WASTE will use commercially reasonable efforts to schedule long haul transport vehicles delivering Waste so as to utilize off-peak traffic hours for transportation. In addition, USA WASTE agrees to receive at the Landfill not less than two thousand four hundred (2400) tons of the permitted daily tonnage of Waste between 9:00 p.m. and 5:00 a.m. of each operating day falling on Monday through Friday, excluding holidays, of which not less than two thousand (2000) tons must be Non-County Waste. For purposes of this provision, the Friday operating day is deemed to be completed at 5:00 a.m. on Saturday.

(c) Unavoidable Circumstances. In the event USA WASTE temporarily cannot meet its after-hours Waste acceptance commitment as required in paragraph 11.10(b) due to conditions beyond its control, such as force majeure, documented freeway

closures, adoption of statutes, ordinances, or regulations by a governmental body, or court order, it shall not thereby be deemed in default; provided, however, that USA WASTE shall, in all such events resume its after-hours Waste acceptance commitment immediately upon resolution of said circumstance."

9. Upper Limits on Deposits of Non County Waste. Beginning on the Commencement Date, the first paragraph of Section 5.2(iii) of the Second Agreement is hereby deleted in its entirety and replaced with the following:

"Non-County Waste deliveries shall always be limited by USA WASTE so as to provide capacity for County Waste quantities on a daily basis, as provided in Section 6. Except upon agreement of the Administrative Review Committee, USA WASTE shall not enter into a contract or contracts for the disposal of Non-County Waste into the Landfill that individually or collectively obligate USA WASTE to dispose of more than 42,000 tons of Non-County Waste into the Landfill in any week."

10. Limit of County Waste Deposits. Beginning on the Commencement Date, Section 6 of the Second Agreement is hereby deleted in its entirety and replaced with the following:

"Subject to compliance with the requirements of laws, regulations or permits applicable to the Landfill, and provided COUNTY pays to USA WASTE the amount set out in Section 4.2.1.(b) of the Second Agreement, USA WASTE shall accept County Waste in the Landfill in an amount not to exceed five thousand (5000) tons per day (TPD) on Monday through Friday operating days (the Friday operating day expires at 5:00 am on Saturday), three thousand (3000) TPD on Saturday operating days, and five thousand (5000) TPD on Saturday operating days following a County landfill holiday. USA WASTE may accept additional amounts of County Waste. USA WASTE and County shall monitor and communicate as needed to manage the inflow limits to achieve compliance with both daily disposal limits contained in

Landfill's permit and this agreement. Notwithstanding the provisions of Section 11.18.1 of the Second Agreement, USA WASTE shall, with respect to County Waste, provide priority to County Waste originating from jurisdictions located in the Western Corridor of Riverside County. These jurisdictions include Corona, Norco, Lake Elsinore, Canyon Lake, Murrieta, Temecula and surrounding unincorporated Riverside County. Also, notwithstanding the provisions of Section 11.18.1 of the Second Agreement, County shall not modify existing contracts for mandatory delivery of County Waste to Landfill without obtaining advice on its impact to these provisions, from USA WASTE."

11. Delivery of County Waste to COUNTY Owned or Operated Landfill. Beginning on the Commencement Date, USA WASTE agrees to deliver not less than nine thousand (9000) tons of Waste per calendar month from its Moreno Valley Transfer Station to a landfill owned or operated by COUNTY, and COUNTY agrees to accept such deliveries up to a maximum of five hundred (500) tons on any operating day. The amount of Waste delivered by USA WASTE will be reviewed by the parties at the end of each calendar quarter, with additional amounts to be delivered by USA WASTE in the succeeding calendar month to make up for any shortfalls in meeting the monthly minimum requirement during the prior calendar quarter. On July 1 immediately following the Commencement Date, and on each July 1 thereafter during the term of this Agreement, the nine thousand (9000) ton monthly minimum requirement will be increased by two and one-half percent (2½%) each year.

12. Release and Hold Harmless. Beginning on the Commencement Date, the parties agree to release and hold each other harmless with respect to any issues related to the Rate charged or payments made by COUNTY to USA WASTE for acceptance of County Waste beginning on August 24, 2004, as follows.

(a) COUNTY'S Release. In consideration for the release granted by USA WASTE, COUNTY hereby releases, discharges and holds USA WASTE harmless from

any and all claims, liabilities, demands and causes of action, known or unknown, likely or unlikely, which it may have or claim to have against USA WASTE related to the Rate charged or payments made by COUNTY to USA WASTE for acceptance of County Waste beginning on August 24, 2004 ("COUNTY's Claims").

(b) COUNTY'S Civil Code Section 1542 Waiver. COUNTY expressly waives all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, which states as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Following consultation with counsel, COUNTY acknowledges and agrees that the provisions of its above release are intended to include and discharge each and all of COUNTY'S Claims, including those which it does not know of or suspect to exist at the date of execution of this Second Amendment.

(c) USA WASTE'S Release. In consideration for the release granted by COUNTY, USA WASTE hereby releases, discharges and holds COUNTY harmless from any and all claims, liabilities, demands and causes of action, known or unknown, likely or unlikely, which it may have or claim to have against COUNTY related to the Rate charged or payments made by COUNTY to USA WASTE for acceptance of County Waste beginning on August 24, 2004 ("USA WASTE'S Claims").

(d) USA WASTE'S Civil Code Section 1542 Waiver. USA WASTE expressly waives all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, which states as follows:

> "A general release does not extend to claims which the creditor does not know or

suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Following consultation with counsel, USA WASTE acknowledges and agrees that the provisions of the above release are intended to include and discharge each and all of USA WASTE'S Claims, including those which it does not know of or suspect to exist at the date of execution of this Second Amendment.

13. Inspection and Monitoring. Beginning on the date of execution of this Second Amendment, the following language is added to Section 3.4.2 of the Second Agreement:

"(e) USA WASTE agrees that COUNTY personnel may inspect facilities owned by USA WASTE no more than once every three months and that these inspections will include a review of the facility's load check activities, access to load check documents including load check reports, training records, and load check waste manifests. These inspections may include up to three days each of performing actual load checks at the facility using COUNTY Hazardous Waste Inspectors in an effort to judge the effectiveness of the facility's hazardous waste exclusion efforts. These additional inspection efforts will be performed by COUNTY at no additional cost to USA WASTE."

14. No Charge for Community Cleanups. Beginning on the date of execution of this Second Amendment, COUNTY shall not be required to pay USA WASTE the rate established under Section 4 of this Second Amendment for tons placed in the Landfill during a Community Cleanup for which the COUNTY waived the gate charge, up to an amount of Seventy thousand dollars ($70,000.00) each calendar year, which amount shall be adjusted on July 1 of each year beginning July 1, 2007 by a percentage equal to ninety percent (90%) of the percentage change in the CPI- all urban consumers for the Los Angeles/Riverside/Orange County metropolitan area during the twelve (12) calendar month period ending three (3) full calendar months prior to the adjustment date.

15. Effect of Second Amendment. All other terms and conditions of the Second Agreement and its First Amendment remain in full force and effect. Notwithstanding the above, the parties agree that with respect to the subject matters addressed in this Second Amendment, other provisions of the Second Agreement and First Amendment are to be deemed amended, construed and interpreted so as to be consistent with and give full effect to the terms and conditions of this Second Amendment.

16. Date of Execution. The date of execution of this Second Amendment shall be the date that the Chairman of the COUNTY Board of Supervisors signs it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT
14310 Frederick Street
Moreno Valley, CA 92553

Date: 3/12/07

RECOMMENDED FOR APPROVAL

By: [signature]
Name: HANS KERNKAMP
Title: GEN. MGR - CHIEF ENGINEER

FORM APPROVED
COUNTY COUNSEL
MAR 1 2 2007
BY: [signature]

USA WASTE OF CALIFORNIA, INC.
10910 Dawson Canyon Road
P.O. Box 77908
Corona, CA 92877-0130

Date: 3-9-07
By: [signature]
Name: Scott A. Bradley
Title: Vice President

RIVERSIDE COUNTY

By: _____
Chairman, Board of Supervisors
JOHN TAVAGLIONE

ATTEST:

By: _____
Clerk of the Board

EXHIBIT P - **EL SOBRANTE LANDFILL PROCEDURES AND PROTOCOLS**

Waste Handling Protocol

USA Waste of California, Inc. dba Waste Management El Sobrante
10/10/2013

USA Waste of California, Inc. dba Waste Management El Sobrante (WMES) provides all waste handling services from the time the CITY delivers the first load of RESIDUAL MSW (City Waste) to El Sobrante Landfill.

WMES will accept deliveries of City Waste at El Sobrante Landfill from 4:00 a.m. Monday to 6 p.m. Saturday.

El Sobrante Landfill maintains daily records of the types and quantities of municipal solid waste, including separated or commingled recyclables received each day.

City Waste is delivered to the landfill in collection vehicles or transfer trailers. Trucks tip refuse at or near the working face. Trailer tipper(s) are used to facilitate unloading of some transfer trailers.

Operation of the landfills utilizes a "fill and cover" sequence - where waste is deposited, spread, compacted and covered – forming a series of cells. The active working face of the landfill is sized to accommodate incoming traffic and facilitate adequate landfill compaction.

Bulky item, such as large tree stumps or concrete from demolition wastes with protruding rebar, are separated when possible, to protect the integrity of the liner systems. These bulky items are set aside in a specified area of the working face and covered with solid waste and compacted in place.

At the close of each operating day, the working face is covered with soil (or an approved alternative daily cover) and sloped to reduce the amount of infiltration into the waste from precipitation and the associated surface water runoff. The entire working face is covered with 6 inches of soil which is compacted by dozers or an approved daily cover.

At El Sobrante Landfill where 24-hour continuous operation is in place, daily cover is placed on any disposed waste that will not receive new waste within a 12-hour period.

Daily records of the number and types of vehicles using the facility per day is maintained.

It should be noted that El Sobrante operates as a public-private partnership between WM and Riverside County. USA Waste runs all operations related to the landfill; Riverside County controls the scale house and provides USA Waste data that it needs for required reports.

Scavenging is strictly prohibited at all landfills.

- Site cleanup and litter control practices, applicable at both landfills

A number of measures are utilized to minimize the occurrence of litter and other foreign material. Litter is controlled at the working face by the use of soil cover or an approved alternative, portable litter fences, reduction of the size of the working face during periods of high winds, and policing of surrounding areas. Litter pick-up and control is performed on a routine basis.

- Hazardous waste exclusion program:

A hazardous waste load checking program is in place at each landfill, keeping track of the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream. A record regarding the disposition of these materials is also maintained.

El Sobrante Landfill does not accept hazardous waste and operates in accordance with the County of Riverside hazardous load-check program for screening of incoming wastes. The load check program was established by the County of Riverside Waste Management Department and Department of Environmental Health. The program is implemented at El Sobrante by trained County personnel and is designed to control improper disposal of household or other hazardous waste:

Public and commercial disposal vehicles that deliver waste to our landfills are subject to random inspections at the scale house, and by a load checker at the working face. Public and commercial dumpling areas are segregated at the working face.

When unacceptable wastes are observed in either a private or commercial load prior to dumping, the vehicle is turned away, and the hauler is given educational material detailing proper procedures and guidelines for handling and disposal of hazardous waste. If a discharging load contains unacceptable waste, the hauler is issued a Warning Notice of Violation by the County load-checker and is required to remove the unacceptable waste from the landfill.

Incidental hazardous waste recovered at the landfill is placed in a designated container located in an isolated area of the landfill.

- Emergency plans

  El Sobrante Landfill operates 24-hours per day and has trained personnel and security staff ready to respond and report emergencies at all times. An Emergency Response Plan contact list is prominently displayed in the administration building, employee building, and other key locations onsite. The list is updated as necessary, and contains the telephone number of key personnel and agencies to be contacted in the event of an emergency involving serious personal injury, fire, hazardous materials, or other site emergencies.

Waste Accepted

El Sobrante Landfill accepts incoming waste from both Riverside County and out of County origins. Wastes that are accepted at the landfill include:

- Municipal solid waste;
- Agricultural wastes;
- Animal wastes;
- Construction demolition wastes;
- Inert materials;
- Dead animals;
- Egg washing wastes;
- Urban wood wastes;
- White goods for recycling only and large metallic materials (pursuant to County policy implementing State Public Resource Code Section 42170);
- Other Class III and inert wastes;
- Petroleum Contaminated Soils (as approved by the Riverside County Hazardous Materials Management Division and RWQCB);
- Off-specification liquids in original consumer packaging (as approved by the RWQCB in accordance with 40 CFR 258.28(b));
- Treated medical waste that has been treated with a method approved by the California Department of Health Services that, render the medical "solid waste" and that come from a facility that is inspected by the Department of Health Services or a local enforcement agency (as approved by the Riverside County Waste Management Department);
- Incinerator Ash, in accordance with 27 CCR 20220(d), (unless the Department of Toxic Substances Control (DTSC) determines that the waste must be managed as hazardous waste); and
- Treated Wood Waste (in accordance with California Health and Safety Code, §25150.7 and 25150.8, for disposal in composite-lined areas without a prior release).

Excluded Wastes

Unacceptable waste includes, but is not necessarily limited to:

- Hazardous, toxic, flammable, and explosive waste
- Transmissions
- Engines
- Oil
- Paint or thinner
- Gasoline
- Tires
- Batteries
- Pesticides
- Aerosols
- Chemicals
- Explosives
- Asbestos
- Septic tank pumping

EXHIBIT Q - **EL SOBRANTE LANDFILL PERMITS**

SOLID WASTE FACILITY PERMIT

1. Facility/Permit Number: 33-AA-0217

2. Name and Street Address of Facility:	3. Name and Mailing Address of Operator:	4. Name and Mailing Address of Owner:
El Sobrante Landfill 10910 Dawson Canyon Road Corona, CA 92883-5020	USA Waste Services of California, Inc. 10910 Dawson Canyon Road Corona, CA 92883-5020	USA Waste Services of California, Inc. 10910 Dawson Canyon Road Corona, CA 92883-5020

5. Specifications:

a. Permitted Operations:

- ☐ Composting Facility (mixed wastes)
- ☐ Composting Facility (yard waste)
- ☒ Landfill
- ☐ Material Recovery Facility
- ☐ Processing Facility
- ☐ Transfer Station
- ☐ Transformation Facility
- ☐ Other:

b. Permitted Hours of Operation: 24 hours per day, Monday through Sunday, except on the six (6) days identified by Riverside County as landfill closure holidays. The site may accept waste for a continuous 24-hour period, Monday through Sunday. Daily cover will be placed on any disposed waste that will not receive new waste within a 12-hour period.

c. Permitted Tons per Operating Day: Non-Hazardous-General..... Total: 70,000 Tons/Week

16,054 Tons/Day Maximum Daily Peak

d. Permitted Traffic Volume: Total: 1305 Vehicles/Day

Incoming waste materials..... 1305 Vehicles/Day
Outgoing waste materials (for disposal)..... Vehicles/Day
Outgoing materials for material recovery operations..... Vehicles/Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CIWMB validations):

	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (in acres)	1322 acres	468 acres	N/A	N/A	N/A	N/A
Site Capacity		209.91 million yd^3	N/A	N/A	N/A	N/A
Max. Elevation (Ft. MSL)		1832 ft				
Max. Depth (Ft. BGS)		170 ft				
Estimated Closure Date		2045				

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permits.

6. Approval:

Steve Van Stockum, Director

7. Enforcement Agency Name and Address:

Local Solid Waste Management Enforcement Agency for
Riverside County
4080 Lemon Street, 9th Floor
P.O. Box 1280
Riverside, CA 92502-1280

8. Received by CIWMB: JUN 29 2009

9. CIWMB Concurrence Date: AUG 18 2009

10. Permit Review Due Date: 9-9-2014

11. Permit Issued Date: 9-9-2009

12. Legal Description of Facility:

Section 26 and 23, Township 4 South, Range 6 West, San Bernardino Baseline and Meridian

13. Findings:

a. The Countywide Integrated Waste Management Plan was approved by the CIWMB on 9/23/98. The location of the facility is identified on pages 4-17 of the Countywide Siting Element, pursuant to Public Resources Code, Section 50001(a).

b. This permit is consistent with standards adopted by the CIWMB, pursuant to Public Resources Code, Section 44010.

c. The design and operation of this facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Enforcement Agency.

d. The Riverside County Fire Department has determined that the facility is in conformance with applicable fire standards as required by Public Resources Code, Section 44151.

e. A project Environmental Impact Report (EIR), consisting of a Draft EIR, Final EIR, and an Update to the Final EIR, was prepared to evaluate the El Sobrante Landfill Expansion Project under the California Environmental Quality Act (CEQA). On September 1, 1998, the Riverside County Board of Supervisors adopted Resolution No. 98-275 certifying the project EIR (SCH # 90020076).

f. A Notice of Determination was filed with the Governor's Office of Planning and Research on September 2, 1998, for the El Sobrante Landfill Expansion Project.

g. Riverside County Board of Supervisors approved the Addendum to El Sobrante Landfill Expansion Project EIR (State Clearinghouse [SCH] No. 90020076) on November 4, 2003, which finds that changes in the hours that define "operating day" in terms of daily cover do not cause new significant environmental impacts or increase the severity of previously identified impacts in the EIR.

h. Riverside County Board of Supervisors approved the Notice of Exemption 2003-3/Amendment No. 1 to Second El Sobrante Landfill Agreement on June 26, 2003. The project is an amendment to the Second El Sobrante Landfill Agreement to allow the following additional activities at the landfill: 1) green waste grinding operation; and, 2) generation of electricity from landfill gas.

i. On March 31, 2009, the Riverside County Board of Supervisors adopted Resolution No. 2009-093, approving the El Sobrante Landfill SWFP Revision Project, certifying the Supplemental Environmental Impact Report (SEIR) State Clearinghouse (SCH) No.: 2007081054 and adopting a Mitigation Monitoring Program.

14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid (excluding off-specification liquid waste), designated, sewage sludge in any form or other wastes requiring special treatment or handling, except as identified in the Joint Technical Document and as approved by the enforcement agency and other federal, state and local agencies.

New operations may not begin without prior submittal of amendments to the JTD, the permit is revised or modified, and/or written approvals are received from the enforcement agency and other appropriate agencies.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Joint Technical Document and Amendments	Revised 3/2009	Prelim. Closure and Postclosure Maintenance Plan	Revised 3/2009
Waste Discharge Requirements Order No. 01-53	6/14/2001	Closure Financial Assurance Documentation	Revised 3/2009
SCAQMD Permit to Operate #F33202,F24059,F27625	2000	Operating Liability Certification	Revised 12/2008
Environmental Impact Report (SCH #90020076) Draft EIR Final EIR	4/94 4/96	Land Use and/or Conditional Use Permit	Not required
Update to Final EIR	7/98		
Notice of Exemption 2003-3	6/2003	Second El Sobrante Landfill Agreement	9/98
SEIR (SCH) No.: 2007081054	3/2009		
Mitigation Monitoring Program	Revised 3/2009	Post-Closure Monitoring and Maintenance Plan	Revised 3/2009

16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period (for example, 1st quarter = January – March, the report is due by April 30, etc. Information required on an annual basis shall be submitted with the 4th quarter monitoring report, unless otherwise stated.)

Program	Reporting Frequency
a. Maintain daily records of the types and quantities of municipal solid waste, including separated or commingled recyclables received each day. Daily records shall be available to the EA upon request. For reporting purposes, the quarterly report shall provide, in tons, the monthly total of waste received and the peak daily load received during the quarter.	Quarterly
b. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Quarterly
c. Maintain daily records of the number and types of vehicles using the facility per day. Daily records shall be available to the EA upon request. For reporting purposes, the quarterly report shall provide the monthly total of the number of vehicles that used the facility during the quarter.	Quarterly
d. Copies of all written complaints by the public regarding this facility and the operator's actions taken to resolve these complaints.	Quarterly
e. Results of the landfill gas monitoring program.	Quarterly
f. Wet weather preparedness report/winter operations plan.	Annual – due by November 1
g. Fill sequencing plan for the forthcoming year.	Annually
h. Remaining site capacity.	Annually
i. Maintain daily tonnage records of processed and unprocessed green material. Include a tonnage record of contaminants, etc. removed from the unprocessed green material for landfill disposal.	Quarterly

17. Enforcement Agency (EA) Conditions:

a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title27, California Code of Regulations.

b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times.

c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.

d. The maximum permitted weekly tonnage for disposal for this facility is 70,000 tons per week, with a maximum daily peak of 16,054 tons per day for disposal and shall not receive more than this amount without a revision of this permit.

e. For both unprocessed and processed green material, the maximum acceptance rate is 2,284 tons per day or 14,788 tons per week.

f. Two different criteria will be used to determine the frequency of daily cover placement.

1. 24 Hour Continuous Operation: When the landfill is conducting 24-hour operations at the working face of the landfill, daily cover will be placed on any disposed waste that will not receive new waste within a 12-hour period.

2. All Other Operations: When the landfill is operating less than 24-hour per day, daily cover will be placed on the disposed waste at the end of each working day. When earthen daily cover is applied, the working face is sloped and covered with soil to reduce the amount of infiltration into the waste from precipitation and the associated surface water runoff. The daily cover will be compacted to six inches by heavy equipment.

g. This permit is subject to review by the EA and may be suspended, revoked, or revised at any time for sufficient cause.

h. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.

i. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change not authorized by the permit without first submitting a written notice of the proposed change, in the form of a JTD amendment, to the EA at least 180 days in advance of the change.

j. A copy of this permit and a current JTD shall be maintained at the facility.

California Regional Water Quality Control Board
Santa Ana Region

Linda S. Adams
Acting Secretary for
Environmental Protection

3737 Main Street, Suite 500, Riverside, California 92501-3348
Phone (951) 782-4130 • Fax (951) 781-6288 • TDD (951) 782-3221
http://www.waterboards.ca.gov/santaana

Edmund G. Brown Jr.
Governor

May 2, 2011

Mr. Mike Williams, Senior District Manager
mwilli13@wm.com
Waste Management El Sobrante Landfill
P.O. Box 77908
Corona, CA 92877-0130

WASTE DISCHARGE REQUIREMENTS, ORDER NO. R8-2011-0014 FOR THE USA WASTE OF CALIFORNIA, INC., EL SOBRANTE LANDFILL, RIVERSIDE COUNTY

Dear Mr. Williams:

At the regular Board Meeting held on April 22, 2011, the Board adopted Order No. R8-2011-0014 for the El Sobrante Landfill. Enclosed is a signed copy.

If you have any questions, please contact me at 951-320-2024, or by email at **rakhtarshad@waterboards.ca.gov**.

Sincerely,

Ray Akhtarshad
WRC Engineer

Enclosure: Order No. R8-2011-0014

RA:C:\DATA\LDS\EL SOBRANTE\SIGNED COPY OF TRANSMITTAL LETTER

California Regional Water Quality Control Board
Santa Ana Region

April 22, 2011

STAFF REPORT

ITEM: *11

SUBJECT: Revision of Waste Discharge Requirements for El Sobrante Landfill, Order No. R8-2011-0014

DISCUSSION:

Waste Management Inc. (hereinafter discharger) owns and operates the El Sobrante Landfill (ESL) located at 10910 Dawson Canyon Road, Corona, California, within the County of Riverside. The ESL is a Class III landfill that accepts non-hazardous municipal solid waste. ESL currently operates under Waste Discharge Requirements (WDR) Order No. 01-053 as amended by Order No. R8-2010-0032, which authorized ESL to accept treated woodwaste and other designated wastes.

WDR No. 01-053 is being updated to reflect the Discharger's request for a change in the previously approved bottom liner design for the new expansion project at ESL into previously permitted areas, and to incorporate WDR Order No. R8-2010-0032 into the revised WDR. Therefore, WDR Order No. R8-2011-0014 updates and supersedes WDRs Order No. 01-053 and R8-2010-0032.

RECOMMENDATION:

Adopt Order No. R8-2011-0014, as presented.

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION

ORDER NO. R8-2011-0014

WASTE DISCHARGE REQUIREMENTS
FOR

USA WASTE OF CALIFORNIA, INC.

EL SOBRANTE LANDFILL
CLASS III SOLID WASTE DISPOSAL SITE
RIVERSIDE COUNTY

The California Regional Water Quality Control Board, Santa Ana Region (hereinafter Regional Board), finds that:

1. USA Waste of California, Inc. (hereinafter Discharger) owns and is responsible for the operation and maintenance of the El Sobrante Landfill (ESL). ESL is a Class III landfill that accepts non-hazardous municipal solid waste (MSW). The landfill is located at 10910 Dawson Canyon Road, Corona, California, within the County of Riverside. Landfilling operations at ESL began in 1986. Approximately 468 acres of the site have been surveyed and permitted for landfill activities to date. The existing, permitted portion of the ESL is located in Section 26, T4S, R6W, SBB&M, at latitude 33°47'36" and longitude -117°28'24". The location of the site is shown on **Attachment A**, which is hereby made a part of this order.

2. The discharge of waste to land is regulated by California Code of Regulations, Title 27, Division 2, Subdivision 1 (Title 27). The terms used in this order are contained in Title 27, Chapter 2, §20150, §20163, §20164, and §20415.

3. ESL currently operates under Waste Discharge Requirements (WDR) Order No. 01-53 as amended by Order No. R8-2010-0032, which authorized ESL to accept treated woodwaste and other designated wastes as approved by the Regional Board staff. The current permitted capacity of the ESL is approximately 210 million cubic yards (MCY). The permitted footprint is 495 acres. This order updates and replaces WDR Order No. 01-53.

4. Storm water discharges from ESL are regulated by State Water Resources Control Board (SWRCB) Water Quality Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, for discharges of storm water associated with industrial activities.

5. The WDRs for the site are being updated to reflect the Discharger's request for a change in the previously approved bottom liner design and construction, as described in Order No. 01-53, for the new expansion projects at ESL into previously

permitted areas, and to incorporate WDR Order No. R8-2010-0032 into the revised WDRs.

6. ESL is located in western Riverside County in the foothills east of the Temescal Valley, between Olsen Canyon and Dawson Canyon. Elevations across the site range from 1,450 feet above mean sea level (MSL) to 1,832 feet above MSL. Natural slopes range from 1.5 (horizontal) to 1 (vertical) to nearly flat. The steeper slopes are generally found in the eastern portions of the site.

7. ESL is located within the Peninsular Ranges Physiographic Province and is part of the Perris Structural Block. The Glen Ivy North segment of the active Elsinore fault zone projects along the Temescal Valley approximately 2 miles west of the site. The site is primarily underlain by the metasedimentary[1] rocks of the Jurassic Bedford Canyon Formation. The Bedford Canyon Formation is composed mainly of thinly to thickly interbedded argillites, quartzites, metabreccias, and metasandstones. Portions of the site are also underlain by Tertiary and Quaternary sedimentary formations including the Lake Mathews Formation, the Silverado Formation and older alluvium. Cretaceous granitic rocks associated with the Southern California Batholith are located in the extreme northeastern portion of the site, and intrusive dikes[2] of the Cretaceous Temescal Wash Quartz Latite Porphyry were encountered during excavation of some cells in the existing landfill area.

8. The site is located in an arid to semi-arid environment. Average annual site precipitation is estimated to be approximately 12 inches based on precipitation data and maps from the National Weather Service (NOAA Atlas 2 dated 1973). The estimated precipitation for a 24-hour, 100-year storm event is 6 inches. The evaporation rate averages 73.39 inches per year.

9. ESL is located between Lake Mathews to the northeast and Temescal Wash to the southeast within the Lake Mathews Hydrologic Area, in the Bedford Canyon Hydrologic Subarea of the Santa Ana River Watershed (Santa Ana Hydrologic Basin). No natural lakes or other bodies of standing water occur at the site. Ephemeral[3] seeps and springs occur in several canyons located within or adjacent to the landfill property. Groundwater, of generally poor quality, can be found in the bedrock fractures of the Bedford Canyon Formation and in the alluvium-filled bottoms of the canyons. Depth to groundwater beneath the site varies, with groundwater in the canyon bottoms occurring at depths less than 20 feet, and groundwater beneath the ridges occurring at depths in excess of 150 feet (approximately 1,070 to 1,300 feet above MSL, respectively). Groundwater flow varies across the site, but in the vicinity of the existing landfill it flows predominantly

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[1] Sedimentary rocks that have been partially metamorphosed. Sedimentary rocks are rocks that have formed from the deposition of sediments from water or air such as silt, sand, and gravel, or through the precipitation of chemicals from water such as limestone and gypsum. Metamorphism is the process by which rocks are altered in the solid state by pressure, heat, and chemical substances.

[2] Intrusive dikes are tabular bodies of igneous rocks (such as granite) that are usually caused by the injection or emplacement of magma into fractures, joints, or bedding of adjacent rocks.

[3] Streams or springs that only flow during part of the year, usually in direct response to precipitation.

from the northeast to the south and southwest at an average hydraulic gradient of 0.08 foot per foot.

10. A Water Quality Control Plan for the Santa Ana River Basin (Basin Plan) became effective on January 24, 1995. The Basin Plan recognizes and lists beneficial uses and water quality objectives for waters in the Santa Ana Region. The water quality objectives and the groundwater basin boundaries, now known as groundwater management zones, were updated in February 2008.

11. Surface drainage from the landfill property, and surface drainage from ephemeral streams located adjacent to the landfill property, is tributary to Temescal Creek Reach 2, the intermittent beneficial uses of which include:

    a. Agricultural supply,
    b. Industrial service supply,
    c. Groundwater recharge,
    d. Contact water recreation,
    e. Non-contact water recreation, and
    f. Limited Warm freshwater habitat.

12. Groundwater from the fractured bedrock and alluvial deposits beneath the landfill property flows into the Bedford Groundwater Management Zone, the beneficial uses of which include:

    a. Municipal and domestic supply,
    b. Agricultural supply,
    c. Industrial service supply, and
    d. Industrial process supply.

13. Water quality at the site is currently monitored under a Detection Monitoring Program (DMP) and a Corrective Action Program (CAP) in accordance with the parameters and schedules set forth in Monitoring and Reporting Program (M&RP) No. 01-053. The water quality monitoring program for the ESL currently includes groundwater, surface water (including natural seeps and springs), leachate, and landfill gas (LFG) condensate.

14. Low-level concentrations of inorganics and volatile organic compounds (VOCs) were detected in wells located near the toe of the landfill in the fall of 1987, and the landfill was placed in an Evaluation Monitoring Program (EMP). Since LFG was considered to be the principal source of the suspected release, a LFG collection and extraction system was installed and began operation in June 1993. In July 1996, a CAP was initiated, consisting of a groundwater extraction and treatment system, to contain and remove low-level VOCs that were found in groundwater. The CAP was successful, and in June 2003, the Regional Board staff permitted the Discharger to

shut off the groundwater extraction and treatment system and change the CAP remedy to monitored natural attenuation (MNA).

15. The existing LFG collection and extraction system consists of a series of horizontal collectors and vertical wells located in each operating or completed phase. A series of LFG monitoring probes are located around the perimeter of the existing landfill footprint. This LFG monitoring system is regulated by the Riverside County Department of Environmental Health, Local Enforcement Agency.

16. The Discharger has been monitoring leachate annually for Appendix II constituents and re-testing for newly discovered ones, in order to create a constituent of concern (COC) list containing those Appendix II constituents that have been detected and verified to be present.

17. On July 18, 1997, the State Water Resources Control Board (SWRCB) and the Department of Resources Recycling and Recovery (Cal Recycle), formerly known as California Integrated Waste Management Board, enacted the Solid Waste Requirements, Title 27, to replace the non-hazardous waste portions of 23 CCR, Chapter 15.

18. The Regional Board adopted Order No. 01-53 on July 20 2001, for discharges of MSW to land at the ESL. Order No. 01-53 contains discharge requirements, provisions, and monitoring and reporting requirements in accordance with Title 27 and SWRCB Resolution 93-62 for landfill design, operations, and groundwater monitoring. Order No. 01-53 is being replaced by R8-2011-0014.

19. On January 1, 2005, Assembly Bill 1353 (AB 1353), a state law that governs the disposal of treated wood waste (TWW), became effective. "Treated wood," as defined in California Health and Safety Code (CHSC) §25150.7, means wood that has been treated with a chemical preservative registered pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sec. 136 and following), that is used for the purposes of protecting wood against insects, microorganisms, fungi, and other environmental conditions that can lead to decay of the wood. The chemicals used to treat wood may include, but are not limited to, chromated copper arsenate, pentachlorophenol, creosote, acid copper chromate, ammoniacal copper arsenate, ammoniacal copper zinc arsenate, or chromated zinc chloride. Order No. 01-53 was amended by WDR Order No. R8-2010-0032, adopted on September 16, 2010, to allow the acceptance of TWW and other designated wastes (as approved by the Regional Board staff) into the lined portions of ESL.

20. AB 1353 negated all existing hazardous waste variances for TWW formerly granted by the California Department of Toxic Substances Control (DTSC), and requires TWW to be disposed of in either:

    a. A Class I hazardous waste landfill, or

    b. A Class III landfill that meets all three of the following conditions:

i. The landfill has at least one composite-lined unit that meets all requirements applicable to the disposal of MSW in California after October 9, 1993. All TWW shall be disposed of in a composite-lined unit of an MSW landfill.

ii. The landfill must be regulated by WDRs that specifically allow discharges of TWW, as defined in CHSC §25150.7(b), or designated waste, as defined in California Water Code (CWC) §13173. All TWW accepted at a MSW landfill must be managed to prevent scavenging and landfill operations must assure compliance with CHSC §25150.7(d)(2).

iii. Groundwater monitoring of the composite-lined unit(s) to be used for TWW disposal does not indicate a verified release of contaminants to groundwater.

21. AB 1353 does not affect existing law (CHSC, §25143.1.5), which allows MSW landfills to accept non-hazardous TWW generated by the utility industries for disposal in composite-lined units if so authorized by the facility's WDRs.

22. This WDR will allow the Discharger to dispose of TWW and other designated waste (as approved by the Regional Board staff) at the ESL.

23. The California Water Code (CWC) §13263(a) requires that waste discharge requirements implement relevant water quality control plans. The requirements contained herein are intended to assure compliance with the Basin Plan, including water quality objectives and beneficial uses. The Discharger is proposing to implement a waste containment system that meets or exceeds the requirements imposed by Title 27 and SWRCB Resolution 93-62 to protect water quality.

24. As part of the permit application, the Discharger has requested the use of an Engineered Alternative Design (EAD) for both the bottom and side-slope liner systems in place of the prescriptive standard design (PSD). The proposed EAD is equivalent to that previously approved by the Regional Board staff at ESL. All EADs must be approved by the Regional Board staff prior to implementation.

25. Engineered alternatives to the PSD are proposed because they will:

a. Provide minimum static and seismic stability as required under Title 27 §21750(f)(5) on steep side slopes. Steep cut slopes (1.5:1) are proposed at the landfill to decrease the amount of hard rock requiring excavation by blasting; and

b. Save installation time and cost while providing equivalent or better protection against water quality impairment offered by the PSD.

26. On April 19 2010, the Discharger submitted an amendment to the May 2009 Joint Technical Document (JTD) to allow the use of an alternative liner design than the one prescribed in Order No. 01-53. Order No. 01-53 is being revised to incorporate the changes to the EAD for liner at ESL. The Regional Board staff has evaluated the design and has determined that the design is consistent with the requirements of Title 27 and SWRCB Resolution 93-62.

27. Title 27 §20240(c) provides that there shall be a five-foot separation zone between MSW and the highest anticipated elevation of underlying groundwater. There are portions of the ESL expansion area where natural groundwater seeps have been observed at the ground surface. The proposed EAD for the liner at ESL expansion area includes the use of a subdrain system to intercept and collect the intermittent flow from the seeps. The Regional Board has evaluated the Discharger's engineering analysis and concluded that the subdrain component of the EAD liner system meets the requirements of 27 CCR §20080(c) for protection of water quality, and is equivalent to that provided by a five-foot separation zone between the historic high groundwater elevation and the first lift of refuse. Any contamination discovered in the liquids from the subdrain is an indication of a release to the groundwater beneath the site and must be mitigated through an EMP and a CAP.

28. Regional Board staff has reviewed the JTD and its amendments, which is equivalent to a report of waste discharge. It includes the slope stability analyses; the construction quality assurance/ construction quality control (CQA/CQC) plan; final closure and postclosure maintenance plans (PCMP); the financial assurance plan; and the design, operation, and drainage control plans for the expansion areas. During the JTD review period, Regional Board staff provided comments to, and received responses from, the Discharger. All comments and revisions were incorporated in the final JTD.

29. The capability of the EAD liner systems to afford water quality protection equivalent to the PSD system depends largely on good quality control during manufacturing of the materials used and diligent CQA/ CQC during the installation of these materials.

30. The Discharger is proposing to implement a rigorous CQA/CQC program for all phases of the project. This CQA/CQC program is intended to identify and correct any problems associated with the construction of the landfill liner systems. The goal of the CQA/CQC program is to prevent any potential tears or other imperfections in the base and side-slope liner systems.

31. A quality assurance/ quality control (QA/QC) program is also implemented during the operation of the landfill. This program includes load checking to screen waste material that comes into the landfill for disposal in order to remove and properly dispose of hazardous waste detected in the waste stream. The QA/QC program also includes on-going monitoring of various elements of the landfill's liner containment system[4] so that any problems detected will be corrected immediately.

32. The Discharger has demonstrated that the expansion of ESL, if conducted as proposed, will not pollute or threaten to pollute the waters of the State. Further, based on the significantly enhanced containment and operational controls proposed by the Discharger, wastes discharged to the expansion area of the ESL during its

[4] The liner containment system includes the landfill liner and leachate collection and recovery system (LCRS), which may also include subdrains, and a protective soil layer placed over the liner and LCRS system.

operation and post-closure period should not pollute or threaten to pollute the waters of the State.

33. The proposed post-closure land use is non-irrigated open-space graded to blend in with the natural surroundings and landscaped with low-maintenance ground cover and native plants and shrubs. No construction improvements are proposed on the completed site.

34. The Discharger has stated in the ESL PCMP that the deed to the landfill property, or some other instrument that is normally examined during title search, will be modified to include, in perpetuity, a notation advising any potential purchaser of the property that:

    a. The parcel has been used as a MSW landfill,
    b. The land use options for the parcel are restricted in accordance with the post-closure land uses set forth in the PCMP in the JTD, and
    c. In the event that the Discharger defaults on carrying out either the PCMP or any corrective action needed to address a release, then the responsibility for carrying out such work falls to the property owner.

35. The project involves the continued operation of an existing facility and as such, is exempt from provisions of the California Environmental Quality Act (Public Resources Code, §21000 et seq.) in accordance with §15301, Chapter 3, Title 14 of the California Code of Regulations.

36. The Regional Board has notified the Discharger and interested agencies and persons of its intent to prescribe revised WDRs for ESL.

37. The Regional Board, in a public meeting, heard and considered all comments pertaining to the discharge.

IT IS HEREBY ORDERED that the Discharger, in order to meet the applicable provisions contained in the California Water Code (CWC), Title 27, and Subtitle D of the Federal Code of Regulations (40 CFR §258), shall comply with the following:

A. DISCHARGE SPECIFICATIONS

1. GROUNDWATER:

The discharge shall neither cause nor contribute to the contamination or pollution of groundwater via the release of waste constituents in either the liquid or gaseous phase.

2. SURFACE WATER:

The discharge shall neither cause nor contribute to any surface water contamination, pollution, or nuisance, including, but not limited to:

a. Floating, suspended, or deposited macroscopic particulate matter or foam;

b. Increases in bottom deposits or aquatic growth;
c. An adverse change in temperature, turbidity, or apparent color change beyond natural background levels and occurrences;
d. The creation or contribution of visible, floating, suspended, or deposited oil or other products of petroleum origin; and
e. The introduction or increase in concentration of toxic or other pollutants/ contaminants resulting in unreasonable impairment of beneficial uses of the waters of the State.

3. UNSATURATED ZONE:

The discharge shall not cause any increase in the concentration of waste constituents in soil-pore gas, soil-pore liquid, soil, subdrain water, or other geologic materials beneath or outside of ESL, if such waste constituents could migrate to the waters of the State and cause a condition of contamination, pollution, or nuisance.

4. PRECIPITATION AND DRAINAGE CONTROL:

a. Waste management units shall be designed, constructed, and maintained to limit, to the greatest extent possible, ponding, infiltration, inundation, erosion, slope failure, and washout which could occur as a result of precipitation from a 100-year, 24-hour frequency storm.
b. Units shall be designed and constructed to achieve compliance with Title 27, §20365.
c. Top deck surfaces shall be constructed to achieve a minimum one-percent slope and to direct flows to downdrains.
d. Downdrains and other necessary drainage structures must be constructed for all sideslopes.
e. All containment structures shall be protected and maintained continuously to prevent commingling of leachate and gas condensate with surface run-on and runoff and to ensure their effectiveness.

5. LIQUIDS USAGE:

a. The discharge of liquids, including groundwater, leachate or landfill gas condensate, or their use for dust control or irrigation at ESL is prohibited, unless the following conditions are met:
    i. The liquids are being returned to the landfill; **and**
    ii. The portion of the landfill to which these liquids are discharged is equipped with a containment system meeting the requirements of Section B of this order; **or**
    iii. The liquids generated from the site are disposed offsite in accordance with a disposal plan approved by the Regional Board staff.

b. Restrictions under section A.5.a. shall not apply to groundwater, leachate, and landfill gas condensate that is treated in accordance with an approved plan prior to being used for dust control or irrigation over the lined portions of the site.

6. **ALTERNATIVE LINER DESIGN:**

Engineered Alternative Design - The Discharger has demonstrated that the EAD for ESL (including the expansion areas) liner system satisfies the criteria for an engineered alternative to the PSD (as provided by Title 27, §20080 (b)). The performance of the EAD equals or exceeds the waste containment capability of the PSD. For each phase of liner construction, the following shall apply:

a. An approved construction quality assurance/ construction quality control (CQA/CQC) program for the EAD shall be implemented during each phase of construction;

b. All mitigation measures proposed by the Discharger or the Regional Board shall be implemented to protect water quality;

c. The Discharger and its contractors shall submit progress reports on a daily basis to the Regional Board during the construction of the landfill's EAD so that compliance with Item (a), above, can be determined. Daily summary reports, including all construction activities and tests, shall be submitted by 12:00 PM the following business day;

d. Within 90 days of completion of the EAD, the Discharger shall submit a final as-built report including drawings, maps, and CQA/CQC certification; and

e. If the EAD fails to perform as expected, the Regional Board reserves the right to require additional protective measures at the landfill.

B. CONTAINMENT SYSTEMS INSTALLED BEYOND THE EXISTING FOOTPRINT

Discharge prohibition – The discharge of MSW to any area of ESL beyond the existing footprint of the site is prohibited, unless approved by the Regional Board, and unless such discharge is to an area equipped with a containment system that is constructed in accordance with the standard of the industry, and that meets the additional requirements for both liners and leachate collection systems in accordance with an approved JTD or JTD addendum, and any additional requirements of Title 27, §§20330, 20080, 20340, and 20360; and State Board Resolution No. 93-62.

C. PROVISIONS

1. The Discharger shall comply with all discharge prohibitions, discharge specifications, provisions, and monitoring and reporting requirements of this order upon its adoption.

2. The discharge of wastes shall not cause the release of pollutants or waste

constituents in a manner that could cause a condition of contamination, pollution, or nuisance to occur, as indicated by the most appropriate statistical or non-statistical data analysis method and retest method.

3. The treatment or disposal of wastes shall not cause a nuisance or pollution, as defined in CWC §13050.

4. All wastes shall be maintained on property owned or controlled by the Discharger.

5. There shall be no disposal of wastes that contain any substances in concentrations toxic to human, animal, or plant life, such that these wastes could commingle with waters of the State.

6. The discharge of hazardous wastes at the site is prohibited.

7. The disposal of liquid wastes into the landfill is prohibited, except as allowed by Discharge Specification A.5 of this order.

8. The operation of ESL shall not cause a discharge of pollutants into waters of the United States, including wetlands, that violates any requirements of the Clean Water Act (CWA), including, but not limited to, the National Pollutant Discharge Elimination System (NPDES) requirements, pursuant to CWA §□402.

9. During the months when precipitation can be expected, disposal activities shall be confined to the smallest area possible based on anticipated quantity of wastes that will be received and on operational procedures.

10. The Discharger shall remove and properly dispose of any wastes that are placed at the site in violation of these requirements.

11. All sewage treatment plant grit and screening residues disposed of at the site must be segregated from public access and shall meet the following criteria:

    a. A moisture content of less than 50 percent;

    b. Disinfection in accordance with a method approved by the local Department of Environmental Health and the Regional Board; and

    c. An Analysis for heavy metals.

12. The Discharger shall require all operators that submit a request to dispose sewage treatment plant grit and screening residues at the ESL to provide a minimum 24-hour notice to landfill personnel, or a written schedule of expected delivery dates and approximate arrival times, before these materials can be transported to the ESL.

13. The Discharger shall establish and maintain permanent monuments in California coordinates (or equivalent) to define the boundary of the footprint of the landfill.

The benchmarks shall be certified by a licensed surveyor or a professional civil engineer authorized to practice in California.

14. Prior to the initiation of waste discharge in the proposed expansion area, the Discharger shall install an approved groundwater monitoring network.

15. The water used during landfill operations shall be limited to the minimum amount reasonably necessary for dust control purposes, fire suppression, and minor maintenance.

16. Adequate cover shall be placed over all lifts at all times, with the exception of the active face of the landfill, which receives daily cover or an approved alternative daily cover (ADC) for protection.

17. At the end of each operating day, as defined in the ESL's solid waste facility permit, or if landfilling operations cease for more than a 12-hour period, daily cover or an approved ADC must be placed over the active face in a quantity and depth sufficient to prevent any waste from daylighting or as directed by Regional Board staff.

18. The Discharger shall notify the Regional Board within 48 hours of any slope failure occurring in a waste management unit. Any failure that threatens the integrity of containment features or the landfill shall be promptly corrected after a remediation workplan and schedule have been approved by the Executive Officer of the Regional Board, unless it poses an immediate threat to the environment or landfill containment structures. Then it will be corrected as soon as possible.

19. The Discharger shall implement the attached M&RP No. R8-2011-0014 in order to detect, at the earliest opportunity, any unauthorized discharge of waste constituents from the Unit, or any unreasonable impairment of beneficial uses caused by or associated with discharges of waste to the Unit.

20. At any time, the Discharger may file a written request, including appropriate supporting documents, with the Executive Officer of the Regional Board, proposing modifications to M&RP No. R8-2011-0014. The Discharger shall implement any changes in the revised M&RP upon receipt of a signed copy.

21. The Discharger shall install any additional ground water, soil pore liquid, soil pore gas, or leachate monitoring devices determined by the Executive Officer of the Regional Board to be necessary to comply with M&RP No. R8-2011-0014.

22. The Discharger shall expand the existing landfill gas collection and recovery system as the landfill operation progresses in order to prevent the migration of landfill gas to groundwater and to the environment.

23. This Order supersedes and replaces WDR Order Nos. 01-53 and R8-2010-0032, which are hereby rescinded.

24. Concentration Limits – The concentration limit for any given Constituent of Concern (COC) or Monitoring Parameter in a given monitored medium at an MSW landfill shall be in accordance with Title 27, §20400. These limits are specified in the attached Monitoring and Reporting Program (M&RP).

D. CONTINGENCY RESPONSES

1. **Leachate seep** – The Discharger shall immediately report by telephone and/or email the discovery of any seepage from, or soil staining at, the site. If feasible, a sample of the leachate shall be collected and analytical data submitted to the Regional Board. A written report shall be filed with the Regional Board within seven days, containing at least the following information:

   a. Map – A map showing the location(s) of seepage;

   b. Flow rate – An estimate of the flow rate or volume;

   c. Description – A description of the nature of the discharge (e.g., all pertinent observations and analyses); and

   d. Corrective measures - Measures proposed to address any seep(s) for approval by Regional Board staff.

2. **An initial indication of a release** – Should the initial statistical or non-statistical comparison of the groundwater monitoring data under Title 27, §20415 for any COC or Monitoring Parameter indicate that a release is tentatively identified, the Discharger shall immediately notify the site's designated Regional Board staff person by phone and/or email. The Discharger shall also provide written notification by certified mail within seven days of such determination (Title 27, §20420(j)(1)) and shall carry out a discrete retest in accordance with Title 27, §20415(e)(8)(E). The Discharger shall inform the Regional Board of the outcome of the retest as soon as the results are available, and follow up with written results submitted by certified mail within seven days of receipt of the final retest laboratory report.

3. **Retest** – If the retest confirms the existence of a release, the Discharger shall carry out the requirements of Title 27, §20420(k) and §20425.

4. **Physical evidence of a release** – If either the Discharger or the Regional Board determines that there is significant physical evidence of a release (Title 27, §20385(a)(3)), the Discharger shall conclude that a release has been discovered and shall:

   a. Immediately notify the Regional Board of this fact by certified mail (or acknowledge the Regional Board's determination);

   b. Carry out the requirements of Title 27, §20420(k) for all potentially affected monitored media; and

c. Carry out any additional investigations stipulated in writing by Regional Board staff for the purpose of identifying the cause of the release.

5. **Release beyond facility boundary** – Any time the Discharger or Regional Board staff concludes that a release from the Unit has proceeded beyond the facility boundary, the Discharger shall so notify all persons who either own or reside upon the land that directly overlies any part of the plume (Affected Persons).

   a. **Initial notice** – Initial notification to Affected Persons shall be accomplished within 14 days of making this conclusion and shall include a description of the Discharger's current knowledge of the nature and extent of the release.

   b. **Updated notice** – Subsequent to initial notification, the Discharger shall provide updates to all Affected Persons, including any persons newly affected by a change in the boundary of the release, within 14 days of concluding there has been any material change in the nature or extent of the release.

   c. **Submittal** – Each time the Discharger sends a notification to Affected Persons, the Discharger shall, within seven days of sending such notification, provide Regional Board staff with both a copy of the notification and a current mailing list of all Affected Persons.

6. **Response to VOC detection in background**

   a. **Detection and verification** - Except for VOCs validated as not having come from the landfill, any time the laboratory analysis of a sample from a compliance monitoring point shows either three or more VOCs at or above their respective method detection limit (MDL), or one VOC at or above its respective practical quantitation limit (PQL), then the Discharger shall immediately notify Regional Board staff by phone that possible contamination has occurred; shall follow up with written notification by certified mail within seven days; and ninety days later, shall obtain a new independent VOC sample and send for laboratory analysis of all detectable VOCs. If the sample shows a release from the landfill, the Discharger shall:

      i. **Notification** - Immediately notify the Regional Board about the VOCs verified to be present at that background monitoring point, and follow up with written notification submitted by certified mail within seven days of validation; and

      ii. **Report** - Within 180 days of validation, submit a report, acceptable to Regional Board staff, that examines the possibility that the detected VOC(s) originated from the Unit (e.g., using concentration gradient analyses) and proposes appropriate changes to the monitoring program.

b. **VOCs not from landfill** - If, after reviewing the report, Regional Board staff determines that the VOC(s) detected originated from a source other than the Unit, the Regional Board will make appropriate changes to the monitoring program.

c. **VOCs likely from landfill** - If, after reviewing the report, Regional Board staff determines that the detected VOC(s) most likely originated from the Unit, the Discharger shall be notified that a release has been detected and shall immediately begin carrying out the requirements of Title 27, §20420(k).

E. WATER SAMPLING AND ANALYSIS

All water quality monitoring and sampling analysis for the monitored media, and the monitoring points and background monitoring points for each such medium, shall be in accordance with Title 27, §20415.

1. Monitoring parameters for the required monitoring program(s) at the landfill shall be approved by Regional Board staff. Regional Board staff may approve alternative monitoring parameters that meet the requirements of both Title 27, §§20380 et seq. and 40 CFR §258.54. Regional Board staff may also approve alternative statistical methods that meet the requirements of Title 27, §20415(e) and 40 CFR §258.53.

2. **Latter third/thirty days** – For any given monitored medium, samples shall be taken from all monitoring points and background monitoring points to satisfy the data analysis requirements. All samples shall be taken during the latter third of the Reporting Period within a maximum of 30 days, and shall be taken in a manner that insures sample independence to the greatest extent feasible, in accordance with Title 27, §20415(e)(12)(B).

3. **Elevation/field parameters** – Shall be in accordance with Title 27, §20415(e)(13). Groundwater elevations taken prior to purging the well and sampling for monitoring parameters shall be used to fulfill the Spring and Fall groundwater flow rate/direction analyses required under item 5, below.

4. **Data analysis** – Data analysis shall be carried out as soon as the monitoring data are available, in accordance with Title 27, §20415(e).

5. **Groundwater flow rate/direction** – Shall be monitored in accordance with Title 27, §20415(e)(15). This information shall be included in the regular monitoring reports for ESL.

F. DRAINAGE AND EROSION CONTROL

1. Waste management units shall be designed, constructed, and maintained to limit, to the greatest extent possible, ponding, infiltration, inundation, erosion, slope

failure, and washout which could occur as a result of precipitation from a 100-year, 24-hour frequency storm. This shall be accomplished by, at a minimum, the following:

a. Top deck surfaces shall be constructed to achieve a minimum of one percent (1%) slope, including structures which direct water to downdrains;

b. Downdrains and other necessary drainage structures must be constructed for all sideslopes as necessary; and

c. All components of the facility drainage system must be designed and constructed to withstand site-specific maximum intensity precipitation (peak flow[5]) from a 100-year, 24-hour storm (6 inches).

2. Leachate and landfill gas condensate containment system structures shall be protected and maintained continuously to ensure their effectiveness and to prevent commingling of leachate and gas condensate with surface run-on and runoff.

3. The Discharger shall design, construct, and maintain:

a. A run-on drainage control system to prevent flow from off-site sources onto the disposal areas of the landfill (active or inactive portions), and to collect and divert both the calculated volume of precipitation and the peak flow from off-site sources that result from a 100-year, 24-hour storm;

b. A runoff drainage control system to minimize sheet flow from the disposal areas, and to collect and divert both the calculated volume of precipitation and the peak flow from on-site surface runoff that results from a 100-year, 24-hour storm; and

c. Drainage control structures to divert natural seepage from native ground and to prevent such seepage from entering the waste management units.

4. All drainage structures shall be protected and maintained continuously to ensure their effectiveness.

5. Annually, **by October 1**, all drainage control system construction and maintenance activities shall be completed. By December 31 of each year, the Discharger shall submit a drainage control system maintenance report to the Executive Officer of the Regional Board. The drainage control system maintenance report shall include, but not be limited to, the following information:

a. For the previous 12 months, a summary of the adequacy and effectiveness of the drainage control system to collect and divert the calculated volume of precipitation and peak flows resulting from a 100-year, 24-hour storm;

[5] Peak flow is the maximum expected flow of run-on and runoff resulting from precipitation both on and off-site for a given recurrence interval.

b. A tabular summary of both new and existing drainage control structures, including the types and completion dates of maintenance activities performed for each of these structures; and

c. An 11"x17" or larger site map indicating the locations of the elements listed in Item b., above, and the flow direction of all site drainage.

6. At least 30 days prior to the construction of any new elements of the drainage control system, the Discharger shall submit a workplan outlining all design parameters and calculations, construction details, and a construction quality assurance plan for approval by the Executive Officer of the Regional Board.

7. The Discharger shall submit as-built drawings within 4 weeks of completing construction of any new elements of the drainage control system at the site.

8. All design plans, construction plans, and operation and maintenance plans shall be prepared by, or prepared under the direct supervision of, a registered civil engineer or a certified engineering geologist.

9. Periodic inspection of the waste management units, the drainage control system, and all containment structures shall be performed to assess the conditions of these facilities and to initiate corrective actions necessary to maintain compliance with this order.

10. The facility shall be surveyed once a year either by aerial surveillance or a licensed surveyor to assure compliance with the one percent slope requirements. By December 31 of each year, a map compiled from the survey data shall be submitted to the Regional Board, showing landfill elevations, the flow direction of all site drainage, the drainage control system, and containment structures.

11. The Discharger shall notify the Regional Board staff site representative by telephone and/or email within two business days of determination of a failure of facilities necessary to maintain compliance with the requirements in this order. Within seven days, the notification shall be submitted in writing to the Regional Board.

12. The Discharger shall maintain a copy of this order at the site so as to be available at all times to site operating personnel.

13. The Discharger shall permit the Regional Board:

a. Entry upon premises where a discharge source is located;

b. To copy any records required to be kept under terms and conditions of this order;

c. To photograph or videotape any structures, facilities, activities, or other phenomena that could result in adverse impacts to water quality and that are pertinent to compliance of the landfill with its WDRs; and

d. To sample any discharges.

14. The Discharger shall notify the Regional Board in writing of any proposed change in ownership or responsibility for construction, operation, closure or post-closure maintenance of the landfill. This notification shall be given prior to the effective date of the change and shall include a statement by the new Discharger that construction, operation, closure, and post-closure maintenance will be in compliance with any existing WDRs and any revisions thereof.

G. REQUIRED REPORTS AND NOTICES

1. REPORTING PROVISIONS:
   a. All applications, reports or information submitted to the Regional Board shall be signed and certified in accordance with 40 CFR §122.22.
   b. The Discharger shall furnish, within a reasonable time, any information the Regional Board may request to determine whether cause exists for modifying, reissuing, or terminating this order. The Discharger shall also furnish to the Regional Board, upon request, copies of records that this order requires the Discharger to maintain.
2. The Discharger shall file a JTD or JTD amendment with the Regional Board at least 120 days before making any material change or proposed change in the character, location, volume, treatment, or disposal methods of any discharge of waste.
3. The Discharger shall give advance notice to the Regional Board of any planned changes in the permitted facility or site activities that may result in noncompliance with these WDRs.
4. In the event of any change in control or ownership of land or waste discharge facilities currently owned or controlled by the Discharger, the Discharger shall notify the succeeding owner or operator of the existence of this order by letter. A copy of this letter shall be signed by the new owner accepting responsibility for complying with this order, and shall be forwarded to the Executive Officer of the Regional Board.
5. **CLOSURE AND POST-CLOSURE PLANS:**
   a. In accordance with Title 27, §21710(a)(2) and §21780 (b)(3), final closure and PCMPs for solid waste landfills shall be submitted two years prior to the anticipated date of closure. Within five years of the anticipated date of closure, the operator may submit the final closure and PCMPs in lieu of submitting new or updated preliminary closure and PCMPs.
   b. An alternative monolithic final cover using on-site soil was modeled to determine whether the alternative cover would be consistent with the performance goals addressed by the prescriptive standard. Based on previous experience of cover construction at the site, the soils used for final

cover shall have an average hydraulic conductivity of less than or equal to $1X10^{-5}$ cm/sec. At no time the hydraulic conductivity of any samples shall exceed the $5X10^{-5}$.

6. FINANCIAL ASSURANCE PLANS:

   The Discharger shall obtain, maintain, and submit assurances of financial responsibility for:

   a. Closure activities pursuant to Title 27 §22205;
   b. Post-closure maintenance activities pursuant to Title 27 §22210;
   c. Operating liability pursuant to Title 27 §22215; and
   d. Corrective action activities pursuant to Title 27 §22220.

I, Kurt V. Berchtold, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an order adopted by the California Regional Water Quality Control Board, Santa Ana Region, on April 22, 2011.

Kurt V. Berchtold
Executive Officer

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION

ORDER NO. R8-2011-0014

MONITORING AND REPORTING PROGRAM
FOR

USA WASTE OF CALIFORNIA, INC.

EL SOBRANTE LANDFILL
CLASS III SOLID WASTE DISPOSAL SITE
RIVERSIDE COUNTY

A. GENERAL

1. The discharger shall comply with all the monitoring programs required under this Monitoring and Reporting Program (M&RP).

2. Water Quality Protection Standard (Water Standard) – The Water Standard shall consist of the list of Constituents of Concern (COC) (under Title 27, §20395), the Concentration Limits (under Title 27, §20400), and the Point of Compliance and all Monitoring Points (under Title 27, §20405). The Water Standard shall apply during the active life of the landfill, the closure period, the postclosure maintenance period, and during any compliance period (under Title 27, §20410).

3. The concentration limit for any given COC at each monitoring point shall be its approved background data set, except for any concentration limits which the Regional Board has adopted a concentration limit greater than background pursuant to Title 27, §§20400. Monitoring parameters, COCs, data evaluation procedures, and reporting requirements for the required water quality monitoring programs for the ESL are specified in this M&RP. This M&RP may be revised and approved by the Executive Officer of the Regional Board as necessary to reflect changes in the required water quality programs.

4. The compliance period of the Detection Monitoring Program (DMP) at ESL shall equal the active life of the landfill plus a 30-year in accordance with Title 27, §20410. The compliance period may be extended if the facility is not in compliance with its Water Quality Standards.

5. Sample collection, storage, and analysis shall be performed according to the most recent version of Standard U.S. EPA Methods (U.S. EPA Publication "SW-846").

6. CORRECTIVE ACTION SYSTEM

Low-level concentrations of inorganics and volatile organic compounds (VOCs) were detected in wells located near the toe of the landfill in the fall of 1987, and the landfill was placed in an Evaluation Monitoring Program (EMP). Since landfill gas (LFG) was considered to be the principal source of the suspected release, a LFG collection and extraction system was installed and began operation in June of 1993. In July 1996, a corrective action program (CAP) was initiated, consisting of a groundwater extraction and treatment program, to contain and remove low-level VOCs that were found in groundwater. The CAP was successful, and in June 2003, the Regional Board staff permitted the discharger to shut off the groundwater extraction system and change the CAP remedy to monitored natural attenuation (MNA). If the monitoring shows any further release from the site, the discharger shall begin a new EMP, and a new CAP (if needed).

7. MONITORING PARAMETERS

a. The discharger shall analyze separate water samples from each water-bearing medium and shall test the resulting data using one of the statistical or non-statistical methods listed in Title 27, §20415(e)(7) et seq. Monitoring parameters for the required monitoring program(s) at ESL shall be approved by the Executive Officer of the Regional Board. The Executive Officer may approve alternative monitoring parameters that meet the requirements of both Title 27, §§20380 et seq. and 40 CFR §258.54. The Executive Officer may also approve alternative statistical or non-statistical analytical methods that meet the requirements of Title 27, §20415(e) and 40 CFR §258.53.

b. Any Appendix II VOC or degradation by-products of confirmed VOCs that are detected in the landfill gas condensate and leachate sample collected in October of each year, and confirmed in the landfill gas condensate and leachate sample collected in April of the following year, shall be permanently added to the VOC monitoring parameter list.

c. The groundwater monitoring parameters shall be evaluated as follows:

(i) **Monitoring parameters (metals surrogates) that use statistical data analysis methods:**

(a) **Metals surrogates under 40 CFR §258.54(a)(2)** – bicarbonate alkalinity (as Ca CO3), chloride, calcium, magnesium, sodium, and potassium, shall be analyzed using a statistical analysis method specified in Title 27, §20415(e)(8)(C, D, and E). If using SANITAS™, the discharger shall use the "Unified Guidance Standards" settings. Other inorganic monitoring parameters, in particular those that can be naturally-occurring, shall be evaluated using time-series concentration plots.

(ii) **Monitoring parameters and VOCs that use non-statistical data analysis methods**:

(a) **VOCs-** A release of VOCs in wells will have tentatively occurred if either of the two following triggering conditions is met:

(i) Three or more VOCs exceed their laboratory method detection limits (MDLs) in the sample; or
(ii) One or more VOCs exceed their laboratory practical quantitation or reporting limit (PQL or RL) in the sample.

(b) General chemistry parameters – pH, nitrate as nitrogen, sulfate, total dissolved solids, total organic carbon, iron, and manganese.

(c) If a tentative release is indicated in a well, the Regional Board shall be immediately notified and an additional groundwater samples will be collected from this well after 90 days of the notification for retesting (unless laboratory contamination is suspected). The additional groundwater samples will be retested in the laboratory for only the constituents detected in the initial sample that triggered the retesting. If the sample confirms the original test, then the release will be confirmed.

(d) If the release is confirmed and is considered significant, but is derived from off-site sources, then the discharger shall comply with Title 27, §20420(k)(7) and demonstrate that the landfill is not the cause of the release. If the landfill is the cause of the release, then the discharger shall implement an EMP pursuant to Section B.3 of this M&RP.

8. CONSTITUENTS OF CONCERN (COCS)

The ESL is equipped with both a liner and a leachate collection and removal system (LCRS) that collects leachate generated within the landfill. Therefore, COCs shall be established and monitored as follows:

a. The discharger shall monitor all COCs every five years, pursuant to Title 27, §20420(g). Any COC that exceeds its threshold value in any of the monitoring wells will be added to the list of groundwater monitoring parameters for the site.

b. Background sampling for new constituents - For each newly detected Appendix II constituent that is added to the existing monitoring parameter list, the discharger shall establish a reference background value by analyzing at least one sample semi-annually from each background monitoring point for a period of at least four years.

B. MONITORING PROGRAM

1. **Water Quality Monitoring**

   a. The discharger shall comply with the requirements of Title 27, §20415 for any water quality monitoring program developed to satisfy §20420, §20425, or §20430 of Title 27 and the requirements of this order.

      (i) The ground water monitoring shall meet the requirements of Title 27, §20415(b) and 40 CFR §§258.51(a, c, and d).

      (ii) The surface water monitoring shall meet the requirements of Title 27, §20415(c).

      (iii) Unsaturated zone monitoring shall meet the requirements of Title 27, §20415(d).

      (iv) All general monitoring requirements shall be in accordance with Title 27, §20415(e).

2. **Detection Monitoring Program (DMP)** - The discharger shall implement the requirements of the DMP as outlined in Title 27, §20420.

3. **Evaluation Monitoring Program (EMP)** - In the event of the discovery of a release from the Landfill unit, the discharger shall make all tests and submittals required under Title 27, §20430(k). The EMP shall be used to assess the nature and extent of the new release and to design a corrective action program meeting the requirements of Title 27, §20430.

4. **Corrective Action Program (CAP)** – The discharger shall continue to implement the CAP adopted to meet the requirements of Title 27, §20430. The compliance period of the CAP shall end when the discharger can demonstrate, and the Regional Board concurs, that the site has been in compliance with its Water Standard for a period of three consecutive years.

5. **General Site Monitoring**

   a. At a minimum, all systems such as landfill gas condensate collection, leachate containment, groundwater extraction, and seep water collection systems shall be inspected and evaluated on a monthly basis for their effectiveness. All deficiencies identified and the dates and types of corrective action taken shall be recorded in a permanent log. All deficiencies shall be documented for the record. The volume of liquids collected in the containment structures shall be recorded monthly. Liquid samples, such as gas condensate and leachate, shall be collected in accordance with the monitoring frequency in Table 1, and analyzed for constituents specified in Tables 6 and 7.

b. Monthly, the discharger shall inspect all waste management units and shall evaluate their effectiveness in achieving compliance with Discharge Specifications in the WDRs. All areas of slope failure, differential settlement, fissuring, erosion, ponding, leachate staining, and seepage into or from the landfill shall be identified, field-marked, and documented. In the event seepage is discovered, the location of each seep shall be mapped and a mitigation plan submitted for the approval of Regional Board staff. All such field conditions and events shall be photographed for the record.

c. At a minimum, all run-on and runoff drainage control structures shall be inspected and evaluated quarterly for their effectiveness in achieving compliance with Discharge Specification F.3. of the WDRs. During dry weather conditions, the effectiveness of the drainage control system shall be evaluated on the basis of its conformance to the as-built drawings, or revised drawings, for the system. All deficiencies shall be identified, repaired, and recorded.

d. Annually, by October 15, an aerial or ground survey of the landfill facility shall be performed in accordance with the schedule in Table 1 of this M&RP. The Discharger shall notify the Regional Board if the October 15 deadline for the aerial photogrammetric survey cannot be adhered to due to bad weather conditions or bad visibility.

C. REPORTING

1. **Monitoring report contents** - All reports shall be submitted no later than one month following the end of their respective Reporting Period. The reports shall be comprised of at least the following, in addition to the specific contents listed for each respective report:

   a. **Transmittal letter** - A letter summarizing the essential points in the report. This letter shall include a discussion of any requirement violations found since the last such report was submitted, and shall describe actions taken or planned for correcting those violations;

   b. **Compliance evaluation summary** - For groundwater monitoring reports, a compliance evaluation summary containing at least:

      (i) **Flow rate/direction** - For each monitored groundwater body, a description and graphical presentation (e.g., arrow on a map) of the velocity and direction of groundwater flow under/around the Unit, based upon quarterly water level elevations. The results are reported on a semi-annual basis;

      (ii) **Well information** - For each monitoring well addressed by the report, a description of the method and time of water level measurement, and a description of the method of purging used before sampling to remove stagnant water in the well, pursuant to Title 27, §20415(e)(12)(B); and

(iii) **Sampling Information** - For each monitoring point and background monitoring point addressed by the report, a description of the type of pump or other device used and its vertical placement for sampling, and a detailed description of the sampling procedure (number and description of the samples, field blanks, travel blanks, and duplicate samples taken, the type of containers and preservatives used, the date and time of sampling, the name of the person collecting the samples, and any other observations);

c. **Map** - A map (or copy of an aerial photograph) showing the locations of observation stations, monitoring points, and background monitoring points;

d. **Laboratory data** - The laboratory results of all analyses shall be submitted in accordance with Section A.8 of this M&RP;

e. **Leachate monitoring and control facilities, and drainage and erosion control system** - A statement as to the condition and performance of any leachate monitoring and control facilities, containment structures, waste management unit, and the drainage and erosion control systems. The summary shall include a list of deficiencies identified and the dates and types of corrective actions taken to achieve compliance with the requirements contained in this order. If corrective actions for identified deficiencies could not be implemented by the end of the monitoring period; the discharger shall provide the reason(s) for noncompliance and a time schedule for implementing the corrective actions; and

f. **Waste type and placement** - The quantity and types of wastes discharged and the locations in the landfill where waste has been placed since submittal of the last such report.

2. **Compliance monitoring report** - The discharger shall submit monitoring reports for the monitoring periods and reporting due dates specified below, which are also summarized in Table 1. The discharger may propose an alternate schedule and the Executive Officer may approve the proposal or require the discharger to comply under an alternate reporting frequency.

3. **Semi-Annual monitoring reports** - For each monitored medium, all monitoring points assigned to detection monitoring, evaluation monitoring and corrective action monitoring, including all background monitoring points, shall be monitored on a semi-annual basis. Reports prepared for this M&RP shall be submitted semi-annually to the Regional Board in accordance with Table 1.

4. **Leachate Monitoring Report –**

   a. **October leachate sampling results** - The discharger shall report to the Regional Board no later than April 30 of each year, the results of the annual leachate sample taken the previous October;

   b. **April leachate retest results**- If the annual leachate sample taken in October identifies constituents which are not on the updated COC list, the discharger shall collect and analyze a retest leachate sample in April. During any year in which an April leachate retest is carried out, the discharger shall submit a report to the Regional Board. Submitted with the October 31 semi-annual report. This report must identify all constituents, including degradation by-products of confirmed constituents(s) that must be added to the landfill's monitoring parameters list as a result of having been detected in both the previous calendar year's October sample and in the April retest sample.

5. **Landfill Gas Condensate Monitoring Report –**

   a. **October landfill gas condensate sampling results** - The discharger shall report to the Regional Board, no later than April 30 of each year, the analytical results of the landfill gas condensate sample taken the previous October;

   b. **April landfill gas condensate retest results**- If the annual landfill gas condensate sample taken in October identifies VOC constituents that are not on the updated COC list, the discharger shall collect and analyze a retest landfill gas condensate sample in April. The retest sample shall be analyzed only for the constituents detected in the October sampling event. During any year in which an April landfill gas retest is carried out, the discharger shall submit a report to the Regional Board. Submitted with the October 31 semi-annual report. This report must identify all constituents that must be added to the landfill's monitoring parameters list as a result of having been detected in both the previous calendar year's October sample and confirmed in the April retest sample (as well as degradation by-products of confirmed constituents(s). The report shall also include an updated monitoring parameter list.

6. **Annual summary report** - The discharger shall submit an annual report to the Regional Board covering the previous monitoring year (April 1 of the previous year through March 31 of the following year). The annual summary reports are due on April 30. This report may be combined with the water quality monitoring report period ending March 31, and shall meet the following requirements:

   a. **Graphical Presentation** - Graphing the Groundwater Analytical Data shall be in accordance with Title 27, §20415(e)(14);

   b. **Tables** - All monitoring analytical data obtained during the two previous semi-annual reporting periods shall be presented in tabular form in the annual

summary report and shall be uploaded electronically onto the State's database (GeoTracker) within one month following the submittal of the semi-annual monitoring reports to the Regional Board. The Regional Board regards the submittal of data in hard copy and electronically on the State's database as the form necessary for statistical analysis [Title 27, §20420(h)]. This format facilitates periodic review by the Board's statistical consultant;

c. **Compliance record discussion** - A comprehensive discussion of the compliance record, and of any corrective actions taken or planned which may be needed to bring the Discharger into full compliance with the landfill's waste discharge requirements relating to water quality issues;

d. **Waste allocation map** - A map showing the area, if any, in which filling has been completed during the previous calendar year;

e. **Summary of changes** - A written summary of monitoring results and monitoring and control systems, indicating any changes made or observed since the previous annual report; and

f. **Leachate control** - For units having leachate monitoring/control facilities, an evaluation of their effectiveness, pursuant to Title 27, §20340(b, c, & d). This evaluation of the effectiveness of leachate monitoring/control systems will be performed under the General Site Monitoring Program described in Section B.5.a. of the M&RP.

7. **Annual drainage control and maintenance report** - Annually, by January 31, an annual site drainage control and maintenance report shall be submitted. The drainage control system maintenance report shall include, but not be limited to, the following information:

   a. For the previous 12 months, a summary of the adequacy and effectiveness of the drainage control system to collect and divert the calculated volume of precipitation and peak flows resulting from a 100-year, 24-hour storm.

   b. A tabular summary of the new and existing drainage control structures including the types and completion dates of maintenance activities performed for each of these structures; and

   c. An 11"x17" site map indicating the locations of the elements listed in Item b., above, and the flow direction of all site drainage.

8. **COC Report at least every five years** - In the absence of a new release being indicated, the discharger shall monitor all parameters on the facility's COC list and submit a report (COC Report):

   a. **Reporting period for COCs** - The discharger shall sample all monitoring points and background monitoring points for each monitored medium for all

COCs every fifth year, beginning with the Fall of 2011. The first Reporting Period ends September 30, 2011, with subsequent COC monitoring to be carried out every fifth year thereafter, alternately in the Spring (Reporting Period ends March 31) and the Fall (Reporting Period ends September 30).

b. **COC report** - This report, which is due one month following the Reporting period, may be combined with any semi-annual monitoring report or annual summary report. The last COC scan was performed in 2006. Future COC reports are due every 5 years since the last COC report submittal (in 2011, 2016, 2021, etc.)

9. **Reporting Schedule** - The discharger shall submit the reports/ documents in accordance with the deadlines specified in Table 1.

10. **Signature** - All reports shall be signed by a responsible officer or a duly authorized representative of the discharger and shall be submitted under penalty of perjury.

I, Kurt V. Berchtold, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an order adopted by the California Regional Water Quality Control Board, Santa Ana Region, on April 22, 2011.

Kurt V. Berchtold
Executive Officer

Attachment A

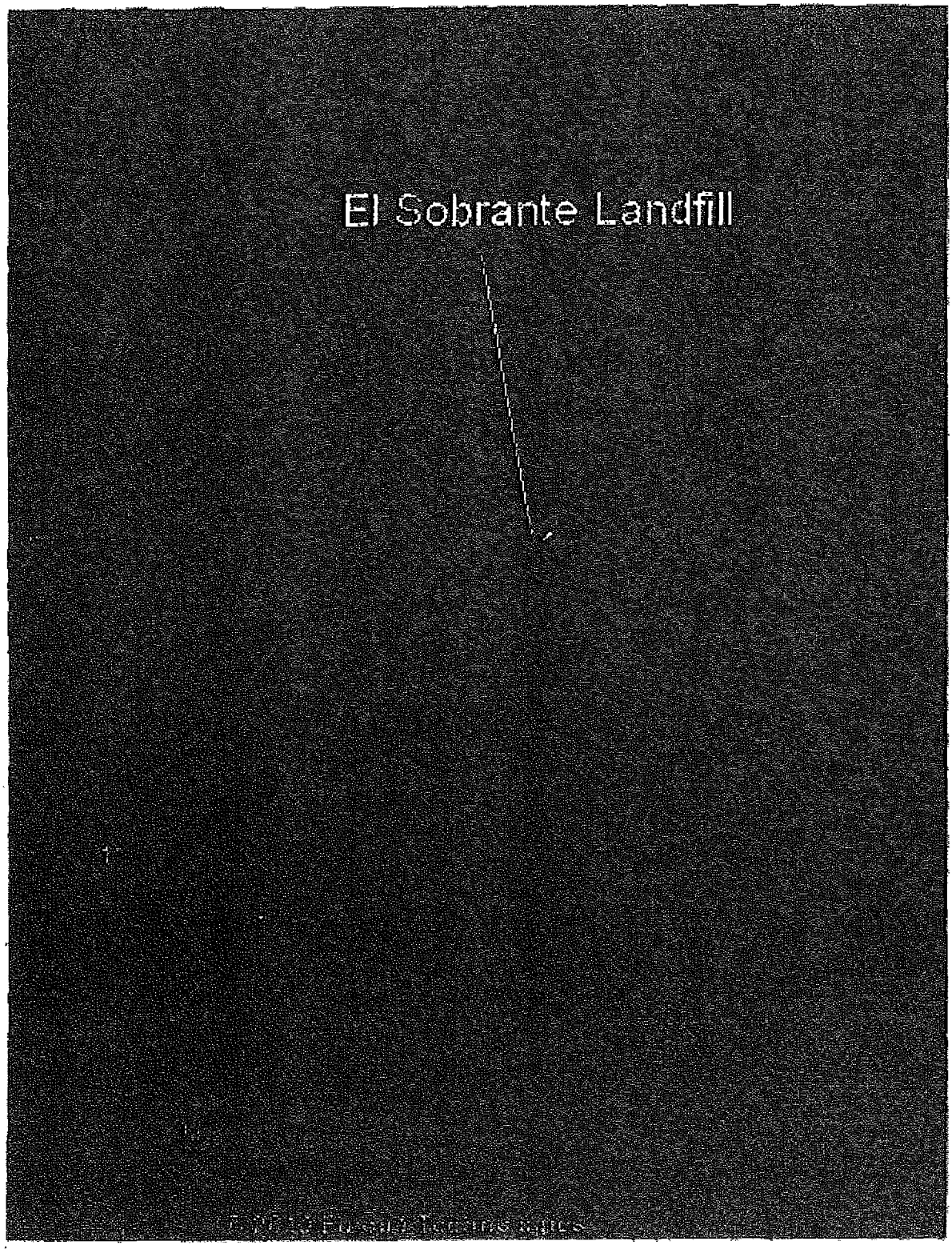


TABLE 1
MONITORING AND REPORTING FREQUENCY

Task Description	Monitoring Frequency	Report Due Date
Detection Monitoring	Semi-annual (October 1 – March 31)	April 30 of each year
Expansion Area Background Monitoring (see footnote below for types of monitored mediums)	Semi-annual (April 1 – September 30)	October 31 of each year
General Site Monitoring	Semi-annual	Semi-annual Reporting
Leachate Monitoring	Annually (October 1 – September 30)	April 30 of each year
April Leachate Re-test	If Required (April 1 – April 30)	October 31 of each year
Landfill Gas condensate Monitoring	Annually (October 1- September 30)	April 30 of each year
April LFG Condensate Re-test	If Required (April 1 – April 30)	October 31 of each year
Annual Summary	April 1 of previous year through March 31	April 30 of each year
Five-Year COC Scan	April 1 – September 30	October 31, 2011, and every fifth year thereafter, alternately in the Spring (April 30) and the Fall (October 31)
Annual Drainage Control and Maintenance	By October 1 of each year	December 31 of each year
Aerial or ground survey	Not applicable	Annually, by October 31

EXHIBIT R- **SUN VALLEY RECYCLING PARK HOST FEE DOCUMENT**

CITY OF LOS ANGELES
CALIFORNIA

JUNE LAGMAY
City Clerk

HOLLY L. WOLCOTT
Executive Officer

ANTONIO R. VILLARAIGOSA
MAYOR

Office of the
CITY CLERK

Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
General Information - (213) 978-1133
Fax: (213) 978-1040

www.cityclerk.lacity.org

May 25, 2010

To All Interested Parties:

The City Council adopted the action(s), as attached, under Council file No. 10-0468, at its meeting held May 11, 2010.

June Lagmay
City Clerk
me

Mayor's Time Stamp
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BY _____ DEPUTY

SUBJECT TO THE MAYOR'S APPROVAL

COUNCIL FILE NO. 10-0468 COUNCIL DISTRICT 6

COUNCIL APPROVAL DATE MAY 11, 2010

RE: APPEALS OF CONDITIONAL USE, VARIANCES AND SITE PLAN REVIEW FOR PROPERTY AT 9227 NORTH TUJUNGA AVENUE

MAY 24 2010

LAST DAY FOR MAYOR TO ACT _____
(10 Day Charter requirement as per LAMC Section 12.24)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR USE ONLY

APPROVED ✓

*DISAPPROVED

*Transmit objections in writing pursuant to LAMC Section 12.24

DATE OF MAYOR APPROVAL OR DISAPPROVAL MAY 21 2010

MAYOR

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BY _____ DEPUTY

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4 5-4-10

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

FILE NO. 10-0468

Your PLANNING AND LAND USE MANAGEMENT Committee

reports as follows:

ENVIRONMENTAL IMPACT REPORT, MITIGATION MONITORING PROGRAM, STATEMENT OF OVERRIDING CONSIDERATIONS and PLANNING AND LAND USE MANAGEMENT COMMITTEE REPORT relative to appeals of Conditional Use, Variances and Site Plan Review for property at 9227 North Tujunga Avenue.

Recommendations for Council action, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. CERTIFY that the Environmental Impact Report (EIR No. ENV-2001-3267-EIR; State Clearing House No. 2002121027) has been completed in compliance with the California Environmental Quality Act, the State Guidelines and the City Guidelines and that the City Council has reviewed the information contained therein and considered it along with other factors related to this project; that this determination reflects the independent judgment of the lead agency City of Los Angeles; and that the documents constituting the record of proceedings in this matter are located in Council file 10-0468 in the custody of the City Clerk and in the files of the Department of City Planning in the custody of the Environmental Review Section; and ADOPT the Environmental Impact Report.

2. ADOPT FINDINGS made pursuant to and in accordance with Section 21081 of the Public Resources Code and the Statement of Overriding Considerations prepared by the City Planning Department and ADOPT the Statement of Overriding Considerations.

3. ADOPT FINDINGS pursuant to and in accordance with Section 21081.6 of the California State Public Resources Code, the Mitigation Monitoring and Reporting Program as the Findings of Council and ADOPT the Mitigation Monitoring and Reporting Program.

4. ADOPT the FINDINGS of the Planning and Land Use Management Committee as the Findings of the Council, as attached to Council file No. 10-0468.

5. RESOLVE to GRANT IN PART/ DENY IN PART appeals filed by: 1) Doug Corcoran, Waste Management Recycling & Disposal Services of California, Inc. (Dale Goldsmith, Armbruster Goldsmith & Delvac, LLP, Representative); 2) Sun Valley Chamber of Commerce (Theodore G. Bradpiece, Representative); 3) Jon Eshbach; 4) Valley Industry and Commerce Association (Stuart Waldman, Representative); 5) William "Blinky" Rodriguez; and 6) Tower General Contractors (Nato Flores and Alex Guererro, Representatives) from the entire decision of the City Planning Commission (CPC), and THEREBY APPROVE a Conditional Use to permit a Recycling Materials Sorting Facility; a Variance to permit the operation of a solid waste transfer station in the M Zone within 500 feet of a more restrictive zone; a Variance to permit the operation of a wood/green material chipping and grinding facility in an unenclosed facility within the M Zone; and a Site Plan Review for property at 9227 North Tujunga Avenue, subject to modified Conditions of Approval as attached to Council file No. 10-0468.

CPC 2007-3888-CU-ZV-SPR

Applicant: Doug Corcoran, Waste Management Recycling & Disposal Services of California, Inc.
Representative: Dale Goldsmith, Armbruster Goldsmith & Delvac, LLP

6. ADVISE the applicant that, pursuant to California State Public Resources Code Section 21081.6, the City shall monitor or require evidence that mitigation conditions are implemented and maintained throughout the life of the project and the City may require any necessary fees to cover the cost of such monitoring.

Fiscal Impact Statement: The CPC reports that there is no General Fund impact, as administrative costs are recovered through fees.

Community Impact Statement: None submitted.

TIME LIMIT FILE - MAY 30, 2010

(LAST DAY FOR COUNCIL ACTION - MAY 28, 2010)

Summary:

At the public hearing held on May 4, 2010 (continued from April 27, 2010), the Planning and Land Use Management (PLUM) Committee considered an Environmental Impact Report and appeals filed by: 1) Doug Corcoran, Waste Management Recycling & Disposal Services of California, Inc. (Dale Goldsmith, Armbruster Goldsmith & Delvac, LLP, Representative); 2) Sun Valley Chamber of Commerce (Theodore G. Bradpiece, Representative); 3) Jon Eshbach; 4) Valley Industry and Commerce Association (Stuart Waldman, Representative); 5) William "Blinky" Rodriguez; and 6) Tower General Contractors (Nato Flores and Alex Guererro, Representatives) from the entire decision of the City Planning Commission in disapproving a Conditional Use, Variances, and Site Plan Review for the construction and operation of a new enclosed Transfer Station/Materials Recycling Facility to receive, sort, consolidate and prepare municipal solid waste and commercial/residential recyclable materials for transport to other regional landfills and recycled materials processing facilities, located at 9227 North Tujunga Avenue.

During the discussion of this matter, testimony was heard from the Planning Department staff, the Applicant, Appellants and their representatives, and from those in support and opposition to the project. After careful consideration of the testimony and materials concerning this matter, the PLUM Committee recommended that Council grant in part and deny in part the appeals, and thereby approve the Conditional Use, Variances, and Site Plan Review for property at 9227 North Tujunga Avenue, subject to modified Conditions of Approval attached to Council file No. 10-0468.

Respectfully submitted,

PLANNING AND LAND USE MANAGEMENT COMMITTEE

MEMBER	VOTE
REYES:	YES
HUIZAR:	YES
KREKORIAN:	YES

PYL
CD 6
5-6-10
10-0468_rpt_plum_5-6-10

ADOPTED
* AS AMENDED
MAY 11 2010
SEE ATTACHED MOTION
LOS ANGELES CITY COUNCIL

- Not Official Until Council Acts -

VERBAL MOTION

I HEREBY MOVE that Council AMEND Condition 16 (C) to change the language from "third party haulers" to "all haulers."

PRESENTED BY_____
TONY CARDENAS
Councilmember, 6th District

PRESENTED BY_____
TOM LABONGE
Councilmember, 4th District

May 11, 2010

CF 10-0468

ADOPTED
MAY 11 2010
LOS ANGELES CITY COUNCIL

Mayor's Time Stamp
OFFICE OF THE MAYOR
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2010 MAY 12 PM 3:31
CITY OF LOS ANGELES

City Clerk's Time Stamp
RECEIVED
CITY CLERK'S OFFICE
2010 MAY 12 PM 3:20
CITY CLERK
BY _____ DEPUTY

SUBJECT TO THE MAYOR'S APPROVAL

COUNCIL FILE NO. 10-0468 COUNCIL DISTRICT 6

COUNCIL APPROVAL DATE MAY 11, 2010

RE: APPEALS OF CONDITIONAL USE, VARIANCES AND SITE PLAN REVIEW FOR PROPERTY AT 9227 NORTH TUJUNGA AVENUE

MAY 24 2010

LAST DAY FOR MAYOR TO ACT _____
(10 Day Charter requirement as per LAMC Section 12.24)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR USE ONLY

APPROVED ✓

*DISAPPROVED

*Transmit objections in writing pursuant to LAMC Section 12.24

DATE OF MAYOR APPROVAL OR DISAPPROVAL MAY 21 2010

MAYOR

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2010 MAY 21 PM 2:18
BY _____ DEPUTY
CITY CLERK

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CONDITIONS OF APPROVAL

A. Entitlement Conditions: **Conditional Use and Variance for Waste Transfer Station and Materials Recycling Facility**

1. **Entitlement Grant.** Pursuant to Section 12.24 U 22 (d) of the Municipal Code, a Conditional Use for a Recycling Materials Sorting Facility in the M and MR Zones when the facility is not in compliance with the following conditions set forth in Section 12.21 A 18 (e)
   a. Locate a recycling materials sorting facility within 1,000 feet of a more restrictive zone;
   b. Operate a recycling materials sorting facility beyond the hours of 7 A.M. to 8 P.M.;

   Note: No authorization is granted to the petitioner of the subject entitlement for any expansion of the existing Bradley Landfill. Landfill activities are subject to all applicable governmental regulatory measures required for landfill closure. This grant is void of providing such authorization.

2. **Entitlement Grant.** Pursuant to Section 12.27 of the Municipal Code, a Variance from Section 12.20 A 37 (i) is hereby granted to operate a solid waste transfer station in the M Zone within 500 feet of a more restrictive zone;

3. The applicant is prohibited from accepting further refuse to the landfill with exception to any closure of landfill operations as allowed by the permitting agencies, including but not limited to the Local Enforcement Agency, Bureau of Sanitation, Regional Water Quality Control Board and California Integrated Waste Management Board.

4. **Use.** The use of the property shall be limited to the following operational requirements:

   a. Transfer Station and Materials Recycling Facility: Construction and operation of a new enclosed Transfer Station/Materials Recycling Facility (TS/MRF), that will receive, sort, consolidate and prepare municipal solid waste and commercial/residential recyclable materials for transport to other regional landfills and recycled materials processing facilities. A TS/MRF building of 104,960 square-feet and a 2-story office building of 3,600 square-feet, approximately 26.2 feet in height, are proposed. The Transfer Station will accept up to 4,000 tons per day and the Materials Recycling Facility will accept 1,000 tons per day. The facility will utilize the existing scale facility and existing driveway from Tujunga Avenue that previously served the closed landfill. The project encompasses approximately 11.86 acres, with an additional 2.14 acres for entrance road and scale facilities, for a project total of 14 acres within a parcel of land totaling 99.36 acres.
   b. Should the storage of any materials be necessary, municipal solid waste or recyclable materials (other than green or wood waste) shall be stored within the structure. Storage of any materials on the subject property shall not exceed a period of 48 hours.
   c. Any increase to the above project description shall require a new application for a Conditional Use review per Section 12.24 of the Los Angeles Municipal Code.

5. **Project Phasing:**

   a. Phase I –
      - Construction of a 4,000 tpd TS and 1,000 tpd MRF capacity adjacent to the existing landfill. These construction activities will include the importation of dirt for the foundation of the TS/MRF, associated grading activities, installation of paving and curbing, and erection of the pre-engineered metal building for the new TS/MRF. No demolition will be required as part of this phase.
      - Continued monitoring and maintenance for the existing inactive Bradley Landfill in compliance with state and local permits (with consideration of the required closure date of April 14, 2007). No additional acceptance of municipal solid waste is permitted.
      - Expansion of capacity for the Green Waste and Existing MRF on Bradley East would include expansion of the existing green and wood waste operation from 1,260 tpd to 2,500 tpd to provide additional capacity to process green and wood waste materials that are currently processed at another facility in the Sun Valley area, and changes to the existing MRF operation to expand capacity from 92 tpd to 99 tpd.
      - Implementation of ongoing plan retrofit or replace the applicant's Sun Valley fleet of refuse collection trucks to meet the requirements of the California Air Resources Board (CARB) Waste Collection Vehicle (WCV) Regulation. Full Compliance with this regulation for all solid waste collection vehicles in the state of California is required by the end of 2010.

   b. Phase 2 –
      - Operation of a New Transfer Station/MRF with a capacity of 4,000 tpd TS and 1,000 tpd MRF to replace the current landfill operation. Completion and installation of the landscape berms, parking lots, access driveways.
      - Continual Operation of the Green and Wood Waste Operations – During post-closure of the landfill, there would be a continuation of the existing wood and green waste operation, the leachate collection and removal system operation, the landfill gas collection and flaring operation, and electricity generation.
      - Compliance with CARB WCV Regulation. Retrofitting or replacement of the applicant's Sun Valley truck fleet to meet the requirements of the CARB WCV Regulation would be completed prior to or during Phase II of the Proposed Project. Under state law, the applicant would be required to maintain compliance with this regulation throughout the time frame of TS/MRF operation.

   c. Closure Activities of the landfill would continue throughout Phase I and Phase II on Bradley West/West Extension and portions of Bradley East that have not undergone closure would also encompass activities associated with closing the landfill. These would include: (1) installation of final cover, including importation of approximately 120 loads (240 truck trips) of dirt per day for approximately 254 days and continuation of acceptance of up to 50 loads (100 truck trips) per day (500 tpd) of inert debris for use in closure construction; (2) planting of vegetation on all slopes, as well as the landfill cap; (3) constructing surface water control structures and (4) transition of the landfill to an end use.

6. **Site Plan.** The use and development of the subject property shall be in substantial conformance with the site plans, floor plans, elevations, and landscape plans labeled **Exhibit "B-1 to B-5" and dated April 23, 2009**. Minor deviations may be allowed in order to comply with provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization. The applicant shall submit building elevations that includes articulation of the exterior building walls visible from public property, in a accordance with the following:
   a. The façade shall include a variety of features such as: a combination of different textures, colors and materials; distinctive architectural features; display windows; signage setbacks and differentiated massing roofing; shade and shadow textures.

7. **Height.** The height of all proposed buildings and structures on the subject property shall not exceed 57 feet, as defined in Section 12.21.1 of the Municipal Code and shall be in substantial compliance with the elevation plans labeled **Exhibit "B-5" and dated April 23, 2009**.

8. **Floor Area**. The floor area for the new Transfer Station/Materials Recycling Facility shall not exceed 104,960 square-feet and the 2-story office building shall be limited to 3,600 square-feet.

9. **Access**. Access to the subject project shall be strictly limited to the entrance on Bradley Avenue/Tujunga Avenue. Emergency, service, or maintenance access may be provided from the Glenoaks Boulevard or San Fernando Road gates as well. In the event of disasters, the applicant may file a Plan Approval application to request temporary access from other gates/driveways on subject the property.

10. **Parking.** Parking shall be required by the provisions of Section 12.21 A of the Municipal Code. However, a minimum of 63 parking spaces shall be maintained for the project as shown on the site plan labeled **Exhibit "B-1" and dated April 23, 2009**.

11. **Air Filtration (TS/MRF).** The project shall maintain a continuous negative air pressure system which will be filtered by roof mounted equipment that will treat outgoing air. The TS/MRF building shall be equipped with exhaust fans to provide six air exchanges every hour. The air leaving the building at the roof exhaust fans shall be treated by an odor neutralizing misting system to mitigate any odors. Negative pressure will be maintained at the building entrance so no untreated air will leave the building. An odor neutralizer may be mixed with dust control water in the ceiling mounted misting systems for extra odor mitigation as needed.

12. **Landscape Buffer.** A landscape buffer a minimum of 10 feet wide adjacent to the proposed TS/MRF shall be required on the southwesterly and southeasterly property boundary lines. A minimum of 103 trees and other plant materials in according to the landscape plan **Exhibit No. E - 6, dated April 23, 2009,** shall be installed to the satisfaction of the Department of City Planning. A total of 221 trees and plant materials shall be planted throughout the overall development site in accordance with the landscape plan.

13. **Greenhouse Gases.** The project, including all new construction shall meet or exceed 2008 Title 24 building energy efficiency requirements.

14. **Community Plan Design Guidelines:**
    a. Designing the site and building(s) to convey visual interest and to be visually compatible with adjacent uses.
    b. Treating large expanses of blank walls and tilt-up concrete walls visible from the public right-of-way with contrasting complementary colors, building plane variation, murals, planters and/or other landscape elements to create visual interest.
    c. Screening of mechanical and electrical equipment from public view.
    d. Screening of all rooftop equipment and building appurtenances from public view.
    e. Requiring the enclosure of trash areas for all projects.
    f. Requiring freestanding walls to conform to the requirements of Section A.2b above.
    g. Directing exterior lighting onto the project site and locating flood lighting so as not to impact any surrounding residential uses.

15. **Traffic and Circulation.** The project shall comply with the following conditions to the satisfaction of the Department of City Planning:
    a. Delivery of refuse, recyclable materials, green waste or wood waste shall be performed completely on the subject property within the area designated for pick-up/drop-off.
    b. Stacking for vehicles shall occur completely on site and not occur in the public right-of-way.
    c. Within the Transportation Demand Management (TDM) Plan, the applicant shall implement the following:
        i. The applicant shall hire or assign an individual to direct traffic at the driveway entrance of the subject facility at Tujunga Avenue/Bradley Avenue. The monitor shall direct traffic entering the site to ensure no blockage occurs on the public street during the hours of 6:00 a.m. to 7:30 p.m.

16. **Environmental Justice.** The following conditions shall be performed by the applicant in the spirit of furthering environmental justice and in an effort to reduce and off-set the significant impacts identified by the Environmental Impact Report, including project-specific and cumulative air quality impacts and to further reduce less than significant project specific and cumulative land use compatibility impacts:

    a. The applicant shall collect a Host Fee in accordance with the following schedule from all third party haulers depositing refuse, green waste or wood waste at the subject site. These fees shall be adjusted for inflation in accordance with the Consumer Price Index each year.

b.

Waste Management Sun Valley Recycling Park Clean Air Incentive/Host Fee Schedule ($/ton)			
Types of Material / Types of Trucks	Clean Fuel Trucks (a)	CARB-Compliant, Retrofitted Trucks (b)	Non-CARB Compliant Trucks (c)
Municipal Solid Waste	$1.00	$1.50	$3.00
Sorted Recyclables	$0.25	$0.25	$0.50
Sorted Green & Wood Waste	$0.25	$0.25	$0.25
Cost of Living Adjustment	CPI tied to MSA of LA, Long Beach, Riverside	CPI tied to MSA of LA, Long Beach, Riverside	CPI tied to MSA of LA, Long Beach, Riverside

c. Sun Valley Recycling Park Trust Fund. The applicant shall contribute all Host Fees collected from the third party haulers into Sun Valley Recycling Park Trust Fund Account. All funds in such account shall be disbursed locally in Sun Valley or nearby neighborhoods for such programs as determined by Council District No. 6 with input from a locally constituted advisory committee and others as deemed appropriate by Council District No. 6. Such programs may include the following:

- Health care - examples include retaining experts to conduct health studies and to educate the community on local health care issues, to educate and provide preventative health care services, and to subsidize prescription drugs for respiratory related ailments in local non-profit medical facilities in the Sun Valley area.
- Environmental - examples include retaining experts to study local environmental issues and to implement improvements such as clean truck education and incentive programs, tree plantings, stormwater management, eliminating litter and graffiti, and supporting environmental beautification programs in the Sun Valley area.
- Transportation - examples include retaining experts to conduct studies and to implement improvements related to traffic and road conditions in the Sun Valley area.
- Other measures - such as employment and job training programs that are not already required by existing laws and regulations that further environmental justice or mitigate environmental impacts from the Sun Valley Recycling Park.

Funds not disbursed in a fiscal year shall remain in the Fund and shall be devoted to the purposes of the Fund. All interest and other earnings attributable to monies in the Fund shall be credited to the Fund and shall be devoted to the purposes of the Fund.

d. Covenant. Prior to issuance of a building permit, the applicant shall record a Environmental Restriction, Covenant Regarding Host Fee Fund, and Waiver Agreement satisfactory to the City Attorney to ensure that the foregoing Host Fee conditions are binding on and enforceable against the applicant and all future owners and operators of the subject facility.

e. Fleet Replacement Plan. Aggressive program for replacing the existing diesel truck fleet with alternative clean air fuel vehicles (powered by CNG, LNG, electrical, or other clean-air vehicle). The applicant shall submit a truck fleet replacement plan to the satisfaction of the Department of City Planning which will include the following:
   i. The applicant shall replace (or retrofit) their existing fleet of vehicles each year to meet the requirements of the California Air Resources Board (CARB) Waste Collection Vehicle (WCV) Regulation. Full Compliance with this regulation for all solid waste collection vehicles in the state of California is required by the end of 2010 until the entire fleet of collection trucks are completely converted to clean air vehicles - 10 years from the issuance of the Certificate of Occupancy of the TS/MRF.

f. Incentives for Reducing Diesel Emissions in Sun Valley. The Applicant shall implement a program for encouraging the use of diesel trucks meeting CARB emissions requirements and vehicles powered by alternative-fuel engines, such as vehicles powered by natural gas, to bring refuse to the site and to remove refuse and other materials from the site. This program shall consist of the following components:
   i. The applicant shall offer a reduction in the host fee charged to qualifying vehicles that transport refuse into the site. This reduction shall be 50% for vehicles meeting the requirements of the CARB On-Road Heavy Duty Vehicles (In-Use) Regulation and 66.66 % for vehicles powered by alternative-fuel engines.
   ii. At the time of condition clearance for the operation of the TS/MRF, the applicant shall document to the Department of City Planning that all solid waste collection vehicles in the applicant's waste hauling fleet are in compliance with the CARB WCV regulation.
   iii. The applicant shall require that all bidders/vendors that may provide transfer truck services to transport waste and recyclables from the site demonstrate full compliance with the CARB On-Road Heavy Duty Vehicles (In-Use) Regulation. Contractors not in compliance with this regulation shall be disqualified from consideration to provide services hauling materials from the site. The applicant shall also provide preference in the bidding process to haulers that commit to exceed the compliance requirements of the CARB On-Road Heavy Duty Vehicles (In-Use) Regulation as one, but not the only, factor for selection to provide such hauling services.

g. The applicant shall utilize ultra low sulfur diesel fuel or B5 biodiesel (or an equivalent CARB-approved low emission alternative fuel) in the collection and transfer trucks.

h. Weekly roadside cleanup of litter for typical truck access routes including but not limited to San Fernando Road, Glenoaks Boulevard, Bradley Avenue, Tujunga Avenue, , Sheldon Street, Tuxford Street, and Penrose Street.

i. Approaching and departing trucks (including earthmoving trucks) shall be limited to the following public right-of-ways in the immediate vicinity while in route to or from the subject property:
   i. San Fernando Road between Sheldon Street and Tuxford Street
   ii. Glenoaks Boulevard between Sheldon Street and Peoria Street
   iii. Sheldon Street between Golden State Freeway and Glenoaks Boulevard
   iv. Bradley Avenue between Penrose and Tujunga Avenue
   v. Tujunga Avenue between Bradley Avenue and Peoria Street
   vi. Peoria Street between Tujunga Avenue and Glenoaks Boulevard
   vii. Tuxford Street, between Golden State Freeway and Glenoaks Boulevard
   viii. Penrose Street between Golden State Freeway and Glenoaks Boulevard

j. Financial support for the City Departments involved to assist with facility oversight through the "Full Cost Recovery" means already implemented for environmental and casework established by the Department of City Planning.

k. The applicant shall conduct a "Free Dump Day" two times per year at the facility to encourage community residents (limited to those living within the 91352 zip code) to properly dispose of waste generated within their property. On these days, the applicant shall accept such waste delivered to the site free of charge, up to one ton per residence, and promote the program within the Sun Valley community.

l. Preferential employment to the community's residents shall be afforded to individuals residing within Sun Valley-La Tuna Community Plan Area. The applicant shall screen employment prospects for resident status when reviewing candidates and strive to hire, to the extent feasible, individuals residing within the community plan area. However, the ultimate discretion as to whether or not to hire such individuals lies solely with the Applicant, subject to the requirements of Federal, State and local laws.

m. Provisions for an environmental education program shall be developed to the satisfaction of the Department of City Planning, in consultation with the Council Office. Such educational programs shall be offered to the local organizations 4 times each year, free of charge.

n. The project shall abide by any future requirements of the pending Environmental Justice Improvement Area that may be established by the Los Angeles City Council, as well as any future assessment districts for the same purpose, provided that such requirements are generally applicable to all other similarly situated businesses and facilities in the area.

17. **Review of Compliance and Project Impact (Compliance Report).** Within one year after the issuance of the Certificate of Occupancy for the expanded operation of the Green and Wood Waste Recycling Facility or the TS/MRF Building; and each year for a period of 5 years, and once every 5 years thereafter, the applicant/owner shall be required to file an annual Compliance Report (using Plan Approval forms), including the TDM report with the Director of Planning, the Department of Transportation (LADOT), Local Enforcement Agency, and the applicable Council District Office for the purpose of evaluating the Project's compliance with the operating requirements of this permit authorization and to evaluate the traffic effects of the Project (including parking) upon the surrounding community.

   a. Upon issuance of the Project's first Certificate of Occupancy, the applicant shall provide a copy of the certificate of occupancy to the Director of Planning for inclusion in the subject City Plan Case file.

b. Upon review of this annual report, the Director shall determine whether there will be need for additional conditions or measures, and state accordingly in his/her written determination.
c. If the annual report provides evidence that corrective measures are necessary, the Director may require modifications to these conditions or additional conditions of approval pursuant to the purpose, authority, and procedures set forth in Section 12.27.1 of the Municipal Code.
d. The applicant shall submit as part of the annual report to assist the Director in reviewing and evaluating permit compliance a record of any complaints received by the facility, from the surrounding community, about project traffic, air quality, operations, noise and measures undertaken to resolve legitimate community concerns.
e. The annual report must be accompanied by the payment of appropriate fees and be accepted as complete by the Department of City Planning. The applicant's fee shall the same as the Plan Approval Fee in accordance with Section 19.01 of the Los Angeles Municipal Code.
f. The Plan Approval shall be determined by the Director of Planning, or the City Planning Commission on appeal. Should the Director require a public hearing, public notice shall be made to owners and occupants of property within a radius of 500 feet.
g. The Plan Approval shall include the latest status of a detailed schedule of vehicle replacement or retrofitted vehicles as noted on Condition No. 16.d. This requirement shall no longer be applicable once the applicant is 100% compliant with the CARB WCV Regulation.

18. **Hours of Operation.** The applicant shall comply with the following hours of operation:
    a. Normal hours of operation for the overall facility shall be 24 hour operations Monday through Saturday, and closed Sunday. Each facility within the Bradley complex will be subject to the following limitations:
        i. The Transfer Station/Materials Recycling Facility shall be limited to general operating between the hours of 5:00 a.m. to midnight Monday through Saturday (includes cleaning and maintenance).
            (1) Waste and recyclables shall be accepted for disposal between 6 a.m. to 8 p.m. Monday through Saturday.
            (2) Outbound transfer of waste and recyclable materials shall be limited to Monday through Saturday 5 a.m. to 10 p.m.
            (3) Loading and unloading of trucks for outbound shall be limited to Monday through Saturday 5 a.m. to 10 p.m.
        ii. Recycling and processing may be conducted 24 hours/day in the TS/MRF; however all exterior doors of the TS/MRF shall be closed between the hours of 9:00 pm to 6:00am.
        iii. Landfill closure activity hours in which trucks and other heavy earthmoving machinery shall be limited to operate between the hours of 6:00 a.m. to 8:00 p.m. Monday through Saturday.
    b. Administrative Office hours not exceed the hours of 7:00 a.m. to 6:00 p.m. Monday through Saturday.
    c. Site monitoring (i.e., security), emergency repairs, landfill monitoring, and maintenance activities (within an enclosed building) may be permitted 24 hours a day, 7 days a week.

19. **Complaint Response/Community Relations:**
    a. Monitoring of complaints. The property owner shall coordinate with the local division of the Los Angeles Police Department regarding appropriate monitoring of community complaints concerning activities associated with the subject facility.
    b. Complaint monitoring. A 24-hour "hot line" phone number for the receipt of complaints from the community regarding the subject facility shall be:
        i. Posted at the entry.
        ii. Posted at the reception desk.
        iii. Provided to the immediate neighbors and local neighborhood association, if any.
        iv. Mailed at least once a year to all property owners of property located within 500 feet of the subject property.
        v. Log. The property owner shall keep a log of complaints received, the date and time received and the disposition of the response. The log shall be retained for a minimum of one year and shall be made available on request to the Planning Department for review.
    c. The property owner shall designate a community liaison. The liaison shall meet with representatives of the residential neighbors and/or residential neighborhood association, at their request, to resolve neighborhood complaints regarding the subject project.
    d. Condition dissemination. Copies of the relevant neighborhood impact mitigation conditions (hours, parking, behavior, noise, use, maintenance, etc.) conditions shall be mailed to the membership at least once a year. The initial copy is to be reviewed and approved by the Planning Department.
    e. Condition availability.
        i. These Conditions of Approval shall be retained on the property at all times and shall be produced immediately upon the request of the Police Department or other government officials.
        ii. A clearly legible and easily readable copy(ies) of these conditions shall be posted in a conspicuous location in the entry area where it can be readily read by customers and employees.
        iii. Said sign(s) shall be in English, Spanish and the predominant language of the clientele of the subject facility.

20. **Public Address System and Paging System.** The installation and operation of an exterior public address system shall be limited to the "Transfer Station/Materials Recycling Facility area" and "Green and Wood Waste Processing Station area". Outdoor address or paging systems shall be designed by a qualified audio sound engineer with the following minimum specifications:
    a. Only low-pressure type speakers shall be used, which are designed to have a minimum coverage area of approximately 400 square feet each.
    b. Distance between speakers shall not exceed 40 feet.
    c. Amplified signals shall be inaudible beyond the boundaries of the subject property.

21. **Signs.** All signs shall be of an identifying nature only and shall be arranged and located so as not to be a distraction to vehicular traffic or adjacent residential areas.
    a. The building façade should include pedestrian-scale signage, i.e., at a height and of size that is visible to pedestrians, assists in identifying the structure and use, and facilities access to the entrance.
    b. All standards of signage shall be in compliance with the Municipal Code unless a Plan Approval application to vary such standards is filed and determined.

22. **Loading (Freight and Supplies).** Prior to clearance of building permits, the applicant shall provide a plot plan clearly identifying the location of a loading area for the subject project. Loading and unloading activities shall not interfere with traffic on any public street. Public sidewalks, alleys and/or other public ways shall not be used for the parking or loading or unloading of vehicles. The location of said loading area shall be to the satisfaction of the Planning Department.

23. **Public Improvements**:
    a. If a Standard Urban Stormwater Mitigation Plan (SUSMP) is required under applicable law, it shall be submitted to the Department of Public Works, Bureau of Sanitation, Watershed Protection Division (WPD) for review and approval. If the existing on-site retention basin is to be used for treatment of additional surface runoff from the new facilities, the applicant must demonstrate sufficient capacity of the retention basin for treatment of the additional flow and include these calculations in the SUSMP. Guidelines for preparation and submitting the SUSMP documents can be found on the City of Los Angeles' website at www.lastormwater.org.
    b. Prior to issuance of the building/grading permit, the City of Los Angeles Department of Building and Safety (LADBS) requires that the project applicant shows proof of obtaining a Waste Discharge Identification (WDID) Number from the Los Angeles regional Water quality control Board (LARWQCB). The WDID No. can be obtained by filing an NOI with LARWQCB and paying the applicable fees.
    c. There are no existing or known sewer service problems/deficiencies in the project area at this time. Further detailed gauging and evaluation will be required as part of the permit processing to identify a sewer connection point. If the local sewer lines at the time have insufficient capacity, the project applicant will be required to build a secondary line to the nearest sewer line with sufficient capacity. A final approval for sewer capacity and connection permit will be made at that time.
    d. Dedication(s) and Improvement(s). Prior to the issuance of any building permits, public improvements and dedications for streets and other rights of way adjoining the subject property shall be guaranteed to the satisfaction of the Bureau of Engineering, Department of Transportation, Fire Department (and other responsible City, regional and federal government agencies, as may be necessary), for the following:
        i. As part of early consultation, plan review, and/or project permit review, the applicant/developer shall contact the responsible agencies to ensure that any necessary dedications and improvements are specifically acknowledged by the applicant/developer.
        ii. Prior to issuance of sign offs for final site plan approval and/or project permits by the Planning Department, the applicant/developer shall provide written verification to the Planning Department from the responsible agency acknowledging the agency's consultation with the applicant/developer. The required dedications and improvements may necessitate redesign of the project. Any changes to project design required by a public agency shall be documented in writing and submitted for review by the Planning Department.
        iii. Dedications. Dedications shall minimize or avoid conflict with the existing easements with Vulcan Industries and monitoring wells or equipment required by state and local permits.

            (1) Tujunga Avenue (Secondary Highway) –A 2-foot and variable width strip of land along the property frontage to complete a 45-foot half right-of-way in accordance with Secondary Highway Street standards The applicant shall

submit a legal description describing the area to be dedicated along with the dedication application.

(2) Glenoaks Boulevard (Major Highway – Class II) – A 2-foot wide strip of land along the property frontage to complete a 52-foot half right-of-way in accordance with Major Highway – Class II standards, including a 20-foot radius property line return at intersections with Wicks Place and Peoria Street.

(3) Peoria Street (Secondary Highway) - Accept the 3-foot future street along the property frontage to complete a 45-foot half right-of-way in accordance with Secondary Highway Street Standards.

(4) Art Street (Industrial Local Street) – Accept the 2-foot and variable width future street to complete a 32-foot half right-of-way and the elbow section. A street vacation application for a portion of Art Street has been submitted and is currently being process for Council approval under Engineering file No. VAC-E 1401112.

(5) Ralston Avenue (Industrial Local Street) – None. A street vacation application for portion of Ralston Avenue has been submitted and is currently being processed for Council approval under Engineering file No. VAC-E 1401112.

iv. Improvements.

(1) Tujunga Avenue - Construct additional surfacing to join the existing improvements to provide a 35 foot half roadway in accordance with Secondary Highway Street standard, including asphalt pavement, integral concrete curb, 2-foot gutter and a 10 foot full width concrete sidewalk for a frontage length of 700 feet along Tujunga Avenue, north of the intersection with Bradley Avenue. Improvements shall minimize or avoid disruption/conflict with the existing easements with Vulcan Industries and monitoring wells or equipment required by state and local permits. Improvements need not include widening of the roadway. These improvements should suitably transition to join the existing improvement to the satisfaction of the City Engineer.

24. **Fire Protection.** The following Fire Department requirements, as recommended by their letter dated April 26, 2006, shall be complied with to their satisfaction:

a. Fire-flow. A minimum residual water pressure of 20 pounds per square inch (PSI) is to remain in the water system, with the require gallons per minute flowing. The required fire-flow for this project is 9,000 gallons per minute (GPM) from 6 fire hydrants flowing simultaneously.

b. Firefighting Access.

i. A minimum of 2 ingress/egress roads for each area shall be required to accommodate major fire apparatus and provide evacuation during emergency situations.

ii. Adequate off-site and on-site private fire hydrants may be required. Their number and location shall be determined after the Fire Department review of the plot plan.

iii. Private streets and entry gates will be to City Standards to the satisfaction of the City Engineer and Fire Department.

iv. Businesses that intend to handle regulated substances (previously called extremely hazardous substances) which are listed in Section 2770.5 of the

California Code of Regulations (CCR) Title 19, Division 2, Chapter 4.5 may be required to participate in the California Accidental Release Prevention Program (CalARP). These businesses shall notify the fire Department's Unified Program Agency in writing. For Additional information regarding Unified Program, please contact the Technical Section of the fire Department at (213) 978-3680.

v. Risk Management Plans involve all administrative and operation al procedures of a business which are designated to prevent the accident risk of regulated substances, including, but not limited to programs which include design safety of new and existing equipment standard operating procedures, preventative maintenance programs, operator training and accident investigation procedures, risk assessment for unit operations or operating alternatives, emergency response planning, and internal external audit procedures to ensure that these programs are being executed as planned. Refer to CCR Title 19, Division 2, chapter 4.5 and Federal regulations 40 CFR Part 68: "Chemical Accidental Prevention Provisions" for further information and requirements regarding this program. If a business is required to submit a Risk Management Plan, the plan shall be also submitted to the Fire Department prior to the facility being operational.

vi. In order to mitigate the inadequacy of the fire protection in travel distance, sprinkler systems will be required throughout any structure to be built in accordance with the Los Angeles Municipal code, Section 57.09.07.

vii. Submit plot plans indicating access road and turning area for Fire Department Approval.

viii. Construction of public or private roadways in the proposed development shall not exceed 15 percent grade.

ix. The width of private roadways for general access use and fire lanes shall not be less than 20 feet clear to the sky.

x. Fire lanes, where required and dead ending streets shall terminate in a cul-de-sac or other approved turning area. No dead ending street or fire lane shall be greater than 700 feet in length or secondary access shall be required.

xi. Access roads and/or fire roads shall be developed to the required standards and the Fire Departments satisfaction.

xii. All access roads, including fire lanes, shall be maintained in an unobstructed manner, removal of obstructions shall be at the owners, expense. The entrance to all required fire lanes or required private driveways shall be posted with a sign no less than 3 square feet in area in accordance with Section 57.09.05 of the Los Angeles Municipal Code.

xiii. Fire lane width shall not be less than 20 feet. When a fire lane must accommodate the operation of Fire Department aerial ladder apparatus or where fire hydrants are installed, those portions shall not be less than 28 feet in width.

xiv. No building or portion of a building shall be constructed more than 150 feet from the edge of a roadway of an improved street, access road or designated fire lane.

xv. Where access for a given development requires accommodation of Fire Department apparatus, overhead clearance shall not be less than 14 feet.

xvi. Adequate public and private fire hydrants shall be required.

xvii. Access for Fire Department apparatus and personnel to and into all structures shall be required.

xviii. The proposed project shall comply with all applicable State and local codes and ordinances, and the guidelines found in the Fire Protection and Fire Prevention

Plan, as well as the Safety Plan, both of which are elements of the General Plan of the City of Los Angeles (CPC 19708).

xix. Any required fire hydrants to be installed shall be fully operational and accepted by the Fire Department prior to any building construction.

xx. Private streets shall be recorded as Private Streets, AND Fire Lane. All private street plans shall show the words "Private Street and Fire Lane" within the private street easement.

xxi. No building or portion of a building shall be constructed more than 300 feet from an approved fire hydrant. Distance shall be computed along path of travel. Exception: Dwelling unit travel distance shall be computed to front door of unit.

xxii. The applicant shall submit a plot plan for approval by the Fire Department either prior to the recordation of a final map or the approval of a building permit.

25. **Police Services:**

a. The plans shall incorporate the design guidelines relative to security, semi-public and private spaces, which may include but not be limited to access control to building, secured parking facilities, walls/fences with key systems, well-illuminated public and semi-public space designed with a minimum of dead space to eliminate areas of concealment, location of toilet facilities or building entrances in high-foot traffic areas, and provision of security guard patrol throughout the project site if needed. Please refer to Design out Crime Guidelines: Crime Prevention Through Environmental Design published by the Los Angeles Police Department=s Crime Prevention Section (located at Parker Center, 150 N. Los Angeles Street, Room 818, Los Angeles, (213) 485-3134. These measures shall be approved by the Police Department prior to the issuance of building permits.

b. The applicant shall provide the Foothill Area Commanding Officer with a diagram of each portion of the property. The diagram should include access routes and any additional information that might facilitate police response.

26. **Conditions of Case No. ZA 94-0792(ZV)(PAD):** The following conditions from previous grant of entitlement No. ZA-94-0792(ZV)(PAD), APPROVAL OF PLANS, dated June 2, 1998, although primarily governing the use of the site as a landfill operation, remain pertinent as they represent the amalgamated terms and conditions of approval of prior cases [Case No. ZA 92-0002(ZV) and Case No. ZA 94-0792(ZV)]. Therefore, the following applicable terms and conditions shall continue with the parenthetical indicating the previous condition number as stated in the June 2, 1998 entitlement:

a. The scope of this grant is as expressly stated within the grant clause and the conditions herein. Any further discretionary authorizations sought beyond those granted by this and prior approvals shall require the filing of new applications and a new environmental review process. (6)

b. Driveway and parking plans shall be submitted to the Bureau of Engineering and to the Department of Transportation for approval, prior to the issuance of building permits. (8)

c. The area in front of the masonry wall along Tujunga Avenue shall be landscaped with Oleander or similar shrubs and have a permanently installed watering system provided. (9)

d. All entrance and exit driveways and all parking areas shall be suitably surfaced with a concrete, gravel or asphaltic surfacing of adequate thickness to withstand heavy

trucking operations and shall be maintained in good condition at all times to prevent dust and nuisances. (11)

e. Compliance with permit conditions pertaining to landfill development operation or closure activities and maintenance, including installation of leachate and gas migration control systems, shall be maintained in accordance with the City of Los Angeles Environmental Affairs. Department, Regional Water Quality Control Board and the South Coast Air Quality Management District. (14)

f. The herein approved refuse disposal operations on the subject property shall be filled to an elevation and slope as shown in Exhibit "D", dated May 1998. The final cover shall be constructed in accordance with the Closure Plan(s) per CCR Title 14 and Title 23, as approved by the City of Los Angeles Environmental Affairs Department, Regional Water Quality Control Board and California Integrated Waste Management Board. (15) This condition is related solely to the land fill closure and does not need to be fully satisfied in order for the applicant to utilize the privileges granted hereunder with respect to the other project components.

g. The property in the subject ownership shall continue to be enclosed along the exterior sides thereof with a masonry brick wall or chain link fence, with trees and landscaping adjacent to any street to screen the fence, and with the wall and fence not exceeding 10 feet in height. (16)

h. As long as the property is utilized for the privileges granted herein, a bond or trust fund in the principal sum of at least $50,000 approved as to form by the City Attorney, and payable jointly and severally to the City of Los Angeles, the Department of Water and Power, and the Los Angeles County Flood Control District shall, be filed with the City of Los Angeles, said bond or trust fund to assure compliance with the herein required conditions and methods of operation and indemnifying the said City, Department and District, against any liability for damages or expense in the event of damage to public facilities or rights by any operation conducted pursuant to this variance, or to defray expenses or damages in the event that said public agencies find it necessary to undertake corrective measures as a result of dumping operations to protect public health, safety or general welfare. Such bond shall be continued in full force and effect to a date two years subsequent to the expiration of the authority granted therein, or for a period of two years subsequent to the date that said operations are wholly and completely abated.

i. All requirements of the South Coast Air Quality Management District, State Water Resources Control Board, the State Regional Water Quality Control Board, the County Health Department, and the City Departments of Water and Power and Fire and other concerned public agencies shall be strictly complied with in connection with the use of the property for the purposes herein approved. (21)

j. The necessary permits shall be obtained from the Department of Building and Safety for all grading operations. Grading operations shall conform to all requirements of the City's Building Code. (23)

k. In no event shall there be any incineration of rubbish or other materials on the premises. Adequate fire prevention controls and fire quenching equipment be installed and maintained on the property in a manner satisfactory to the City Fire Department for the prevention of fires and for the quenching of such fires as may inadvertently occur. (26)

l. Proper dust abatement procedures shall be employed in connection with the operations in accordance with SCAQMD Rule 403 to prevent creating a dust nuisance. Adequate and properly protected sanitary toilet facilities shall be made available on the premises. (27)

m. The applicant shall submit a signage plan for all new signage to the Department of City Planning for review and approval.

n. The final closure of the landfill shall be performed in accordance with the Final Closure Plan(s) as approved by the City of Los Angeles Environmental Affairs Department, Regional Water Quality Board and the California Integrated Waste Management Board, and in accordance with CCR Title 14 and Title 23.

o. At the expiration of this grant, the premises shall be left in a neat and orderly manner in accordance with the Final Closure plan and all other regulatory requirements with no uncovered materials, debris or waste products on the premises. It shall be understood that the property may be maintained in a park-like appearance, but in any event, weeds shall be occasionally plowed under or cultivated, or controlled to the satisfaction of the City Fire Department. This condition is related solely to the landfill closure, and the applicant does not need to fully satisfy or otherwise clear it in order to utilize the privileges granted hereunder with respect to the other project components (i.e., construction or operation of the TS/MRF or green waste recycling facility).

~~o.~~27. **No Fly Zone" for Heavy Duty Trucks in Residential Neighborhoods.** Prior to issuance of the first building permit for the subject project, the applicant shall submit to the Department of City Planning a Sun Valley Heavy Duty Truck Route Plan developed in consultation with Council District No. 6. This Plan shall include the following components:

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~~p.~~a. The applicant shall provide formal written notification within 90 days of the opening of the TS/MRF to all third party haulers that includes the following:

i. A detailed narrative and maps of the allowed heavy duty truck routes, including information on designated routes to and from the freeways. All haulers shall be instructed to uses these routes exclusively. Driving through residential neighborhoods shall be strictly prohibited, except for haulers picking up trash, recyclables or green waste from homes or other customers in the neighborhood;

ii. Penalties if the applicant determines that a hauler has not complied with the plan's prohibition against driving through residential neighborhoods, including 30 and 60-day suspension of privileges to utilize the facility and a permanent ban for repeat violators;

iii. Requirements that all haulers comply with City of Los Angeles restrictions on the use of heavy trucks (see LAMC Section 80.35 et seq., "Restricted Use of Certain Streets");

iv. Emphasis on safe and defensive driving techniques; and

v. Requiring compliance with all speed limits and posted traffic signs.

~~q.~~b. The applicant shall install, at its cost, additional signage in the vicinity of the subject site, especially at or near intersections, to direct drivers to the facility via the designated routes.

~~r.~~c. All of the applicant's contracts with third party haulers shall include the following provisions:

i. All heavy duty trucks coming to facility shall be CARB-compliant, including being retrofitted with Diesel Oxidation Catalysts or Diesel Particulate Filters, operating on alternative fuels, or employing other CARB compliant engine technology that would result in equivalently reduced emissions.

ii. All trucks shall pay the Host Fee in accordance with Condition No. A.16 a. and b.

iii. The truck company shall ensure all drivers coming to the facility are complying with the Sun Valley Heavy Duty Truck Route Plan, including complying with all

required routes, speed limits and other requirements for traveling on Sun Valley roads.

~~s.~~d. All drivers will be provided – on an on-going basis – with printed materials (in English and Spanish) that outline the drivers' responsibility to:

i. Comply with all City ordinances regarding heavy trucks avoiding residential streets;

ii. Comply with all speed limits in the Sun Valley area; and

iii. Travel to/from the freeway according to designated routes.

~~t.~~e. For the first 90 days that the after the TS/MRF is open and operating, the applicant shall post an additional bilingual staff person in the scale house whose responsibility will be to discuss with drivers the importance of complying with the Sun Valley Heavy Duty Truck Route Plan. This staff person shall also notify all drivers that deviation from the Plan will result in suspension of privileges to use the facility and that repeat violators may be permanently banned.

B. Entitlement Conditions: Variance for Wood Waste/Green Material Chipping and Grinding Facility:

1. **Entitlement Grant.** Pursuant to Section 12.27 of the Municipal Code, a Variance from Section 12.19 A 15 is hereby granted to operate a wood/green material chipping and grinding facility in an unenclosed facility within the M Zone.

2. **Use.** The property may be utilized for the purpose of a Green and Wood Waste Processing Station. Operation of an unenclosed green and wood waste processing station to include an increase from 1,260 tons per day to 2,500 tons per day. The facility will utilize the existing scale facility and existing driveway from Tujunga Avenue that previously served the closed landfill. The project encompasses approximately 13.25 acres, with an additional 1.25 acres for the entrance road, for a project total of 14.5 acres within a parcel of land totaling 148.36 acres

3. **Equipment.** In continuing the green waste recycling use and expanding the volume capacity to 2,500 tons/day, the applicant shall comply with the following requirements:
   a. Misting System. The volume of water and deodorant shall be adjusted as needed to suppress odors and dust generated by the added volume of green waste processed, at all times. Any new equipment including trommels and conveyors shall be installed with similar misting devices to depress odors and dust.
   b. The fence and wind resistant material shall be maintained in A-1 condition at all times. The applicant shall inspect the fence system on a daily basis and repair or replace the fence materials as necessary.
   c. Equipment limitations include the existing conveyor system permitted by court settlement.
   d. A maximum of 2 conveyor sort lines, 3 grinders, 4 trommel screens, and 5 loaders shall be permitted in the daily operations. Any new equipment (conveyor, grinders, or trommel screens) shall be powered by a clean air source including but not limited to electricity, natural gas, or the like.

4. **Relationship to Lawsuit Settlement.**[1] The subject use shall operate in a consistent manor with the settlement conditions as described in the Final Judgment of Case No. BC343538. All stipulations made in the instant case shall comply with odor and dust control measures including the following:
   a. A 24-hour Community Hotline Number that can be used to register odor complaints and other concerns.
   b. Green waste is processed and removed within 24 hours of receipt.
   c. Daily Odor Inspections – Inspections are conducted twice a day and consist of checking for odors and proper operation of odorant sprayer systems.
   d. Operation of four odor suppressant systems including the greenwaste area, perimeter odor sprayer system, two portable misting systems, and a tractor mounted orchard-type sprayer.
   e. Odor Best Management Practices.
   f. Spraying unpaved surfaces with water. Odor eating enzymes are added to the water truck for use within and around the greenwaste operations area.

5. **Hours of Operation.** The Green and Wood Waste Recycling Facility shall accept materials Monday through Saturday between the hours of 6:00 a.m. to 7:00 p.m. Loading and outbound transportation of these materials shall be limited to Monday through Saturday 5 a.m. to 10 p.m.

C. Entitlement Conditions: **Site Plan Review:**

1. **Entitlement Grant.** Pursuant to Section 16.05 of the Municipal Code, a Site Plan Review Approval is granted for the subject project having more than 50,000 square feet of non-residential floor area. The project shall consist of a maximum of 104,960 square foot building for the purpose of a waste transfer/materials recycling station.

2. **Height.** The height of the proposed building shall be limited to a maximum of 57 feet.

3. **Floor Area.** The project (TS/MRF) shall not exceed a maximum of 104,960 square feet.

4. **Site Plan.** The use and development of the subject property shall be in substantial conformance with the site plans, floor plans, elevations, and landscape plans labeled **Exhibit "B-1 to B-5" and dated April 23, 2009**. Minor deviations may be allowed in order to comply with provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization.

5. **Landscape Plan.** All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped and maintained in accordance with a landscape plan, including an automatic irrigation plan, prepared by a licensed landscape architect.

6. **Loading/Unloading Area.** For the materials waste transfer/materials recycling station shall be within the proposed building.

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[1] The People of the State of California, Plaintiff, v. Waste Management Recycling and Disposal Services of California, Inc., Defendant. Superior Court of the State of California for the County of Los Angeles, Case No. BC343538, December 8, 2005.

7. **Walkability Characteristics.**
   a. To reduce massiveness and scale, the building should have a variety of facades by employing plane variation, varied roof/parapet line or height, windows, color, different textures or construction material or other architectural elements.
   b. Off-Street Parking and Driveways - All surface parking adjoining the street should be screened by a durable barrier (i.e., a solid wall, fence, berm, hedge) and landscaping that is tall enough to at least screen car headlights.
   c. Easily identifiable pedestrian walkways should be provided from the parking to the sidewalk and to the entrance of the building. Techniques, such as landscaped lightwells and surface treatments, could be used.
   d. All parking areas and integrated pedestrian walkways should be illuminated with adequate, uniform and glare-free lighting such that there is even light distribution and there are no harsh shadows.
   e. Pedestrian scale (i.e. Building Signage, walkways etc.). The entrance may be upgrade to reflect an attractively landscaped driveway with identification and directional signs to the appropriate transfer station/recycling venues.
   f. Utilities should be placed underground.

8. **Light.** Outdoor lighting shall be designed and installed with shielding, so that the light source cannot be seen from adjacent properties.

9. **Air Filtration (Office).** The applicant shall install air filters within occupied office areas of the project that is capable of achieving a Minimum Efficiency Rating Value (MERV) of at least 11 or better in order to reduce the effects of diminished air quality on the occupants of the project.

10. **Erosion/Grading/Short-Term Construction Impacts**:

    Noise
    a. The project shall comply with the City of Los Angeles Noise Ordinance No. 144,331 and 161,574, and any subsequent ordinances, which prohibit the emission or creation of noise beyond certain levels at adjacent uses unless technically infeasible.
    b. Construction and demolition shall be restricted to the hours of 7:00 am to 6:00 pm Monday through Friday, and 8:00 am to 6:00 pm on Saturday.
    c. Construction and demolition activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously.
    d. The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices.
    e. The project sponsor shall comply with the Noise Insulation Standards of Title 24 of the California Code Regulations, which insure an acceptable interior noise environment.

    General Construction
    f. Sediment carries with it other work-site pollutants such as pesticides, cleaning solvents, cement wash, asphalt, and car fluids that are toxic to sea life.
    g. All waste shall be disposed of properly. Use appropriately labeled recycling bins to recycle construction materials including: solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and vegetation. Non recyclable materials/wastes shall be taken to an appropriate landfill. Toxic wastes must be discarded at a licensed regulated disposal site.
    h. Leaks, drips and spills shall be cleaned up immediately to prevent contaminated soil

on paved surfaces that can be washed away into the storm drains.

i. Pavement shall not be hosed down at material spills. Dry cleanup methods shall be used whenever possible.
j. Dumpsters shall be covered and maintained. Uncovered dumpsters shall be placed under a roof or be covered with tarps or plastic sheeting.
k. Gravel approaches shall be used where truck traffic is frequent to reduce soil compaction and the tracking of sediment into streets shall be limited.
l. All vehicle/equipment maintenance, repair, and washing shall be conducted away from storm drains. All major repairs shall be conducted off-site. Drip pans or drop clothes shall be used to catch drips and spills.

11. **Parking Lots with 25 or more spaces or 5,000 square-feet of lot area. (Residential, Commercial, Industrial, Public Facility)** (The following conditions a., e., f., o., q . and r. shall only apply if a Standard Urban Stormwater Mitigation Plan (SUSMP) is required under applicable law):
    a. Project applicants are required to implement stormwater BMPs to retain or treat the runoff from a storm event producing 3/4 inch of rainfall in a 24 hour period. The design of structural BMPs shall be in accordance with the Development Best Management Practices Handbook Part B Planning Activities. A signed certificate from a California licensed civil engineer or licensed architect that the proposed BMPs meet this numerical threshold standard is required.
    b. Post development peak stormwater runoff discharge rates shall not exceed the estimated pre-development rate for developments where the increase peak stormwater discharge rate will result in increased potential for downstream erosion.
    c. Maximize trees and other vegetation at each site by planting additional vegetation, clustering tree areas, and promoting the use of native and/or drought tolerant plants.
    d. Promote natural vegetation by using parking lot islands and other landscaped areas.
    e. All storm drain inlets and catch basins within the project area must be stenciled with prohibitive language (such as "NO DUMPING - DRAINS TO OCEAN") and/or graphical icons to discourage illegal dumping.
    f. Signs and prohibitive language and/or graphical icons, which prohibit illegal dumping, must be posted at public access points along channels and creeks within the project area.
    g. Legibility of stencils and signs must be maintained.
    h. Materials with the potential to contaminate stormwater must be: (1) placed in an enclosure such as, but not limited to, a cabinet, shed, or similar stormwater conveyance system; or (2) protected by secondary containment structures such as berms, dikes, or curbs.
    i. The storage area must be paved and sufficiently impervious to contain leaks and spills.
    j. The storage area must have a roof or awning to minimize collection of stormwater within the secondary containment area.
    k. Trash container areas must have drainage from adjoining roofs and pavement diverted around the area(s).
    l. Trash container areas must be screened or walled to prevent off-site transport of trash.
    m. Reduce impervious land coverage on parking lot areas.
    n. Infiltrate runoff before it reaches the storm drain system.
    o. Runoff must be treated prior to release into the storm drain. Three types of treatments are available, (1) dynamic flow separator; (2) a filtration or (3) infiltration. Dynamic flow separator uses hydrodynamic force to remove debris, and oil and

grease, and are located underground. Filtration involves catch basins with filter inserts. Filter inserts must be inspected every six months and after major storms, cleaned at least twice a year. Infiltration methods are typically constructed on-site and are determined by various factors such as soil types and groundwater table.

p. Any connection to the sanitary sewer must have authorization from the Bureau of Sanitation.

q. The owner(s) of the property will prepare and execute a covenant and agreement (Planning Department General form CP-6770) satisfactory to the Planning Department binding the owners to post construction maintenance on the structural BMPs in accordance with the Standard Urban Stormwater Mitigation Plan and or per manufacturer's instructions.

r. Prescriptive methods detailing BMPs specific to this project category are available. Applicants are encouraged to incorporate the prescriptive methods into the design plans. These Prescriptive Methods can be obtained at the Public Counter or downloaded from the City=s website at: www.lastormwater.org. (See Exhibit D).

12. **Safety Hazards.** The applicant shall submit a parking and driveway plan that incorporates design features that reduce accidents, to the Bureau of Engineering and the Department of Transportation for approval.

D. **Environmental Conditions:**

1. **Transportation and Circulation**:
   a. Bradley Avenue and Tuxford Street – Post signs prohibiting parking on the north side of Tuxford Street east of Bradley Avenue and on the south side of Tuxford Street west of Bradley Avenue to convert existing east and westbound lane configurations from left turn lane, through lane and shared through/right to a dedicated left turn lane, two through lanes and dedicated right turn lane. Applicant shall pay its fair share toward funding the Automated Traffic Surveillance and Control (ATSAC)/Adaptive Traffic Control System (ATCS) signal system improvements for this intersection and any fees paid by the applicant pursuant to the ATSAC/ATCS program shall be used by the City solely for the improvements needed at this intersection. (MM 4.3-1)
   b. Interstate-5 Southbound On/Off Ramps and Penrose Avenue – Design and install a new traffic signal at this currently unsignalized location through the Golden State Corridor ATSAC/ATCS program. The fee under the ATSAC/ATCS is currently $143,000 per intersection. The applicant shall contact the LADOT prior to payment to determine the actual cost at the time of payment. (MM 4.3-2).
   c. Bradley Avenue and Penrose Avenue – The Applicant shall do one of the following: Applicant shall pay its fair share toward funding a new traffic signal at this currently unsignalized location through the Golden State Corridor ATSAC/ATCS program and any fees paid by the applicant pursuant to the ATSAC/ATCS program shall be used by the City solely for the improvements needed at this intersection. The fee under the ATSAC/ATCS is currently $143,000 per intersection. The applicant shall contact the LADOT prior to payment to determine the actual cost at the time of payment. (MM 4.3-3).

   Or

The Applicant shall widen the west leg of this intersection to provide an exclusive eastbound left-turn lane and right-through lane and widen the east leg of the intersection to provide an exclusive westbound right-turn lane (LADOT April 21, 2009 memorandum).

d. San Fernando Road and Sheldon Street – The Applicant shall do one of the following:
Applicant shall pay its fair share toward funding the City of Los Angeles expanded signal system improvement for this intersection through the ATSAC/ATCS and any fees paid by the applicant pursuant to the program shall be used by the City solely for the improvements needed at this intersection. This improvement will provide for increased capacity at the intersection. The ATSAC/ATCS provides signal synchronization through monitoring upstream and downstream traffic volumes and delay. The synchronization is enhanced through computer enhancement and manual monitoring by a centralized control system. (MM 4.3-4)

Or

The Applicant shall provide protective only left-turn traffic signal phasing in the eastbound direction at Sheldon Street onto railroad tracks (LADOT April 21, 2009 memorandum).

e. Glenoaks Boulevard and Tuxford Street – The Applicant shall do one of the following:
Applicant shall pay its fair share toward funding the ATSAC/ATCS signal system improvements and any fees paid by the applicant pursuant to the program shall be used by the City solely for the improvements needed at this intersection. (MM 4.3-5)

Or

The Applicant shall provide protective only left-turn traffic signal phasing in the northbound direction (LADOT April 21, 2009 memorandum).

f. San Fernando Road and Tuxford Street – The Applicant shall do one of the following:
Participate in the contribution towards funding for the ATSAC/ATCS expanded signal system improvements. (MM 4.3-6)

Or

The Applicant shall provide protective-permissive left-turn traffic signal phasing in all four directions (LADOT April 21, 2009 memorandum).

2. **Air Quality.**
   a. Prior to beginning Phase I construction activities, the project applicant shall develop a Construction Emission Management Plan for the Proposed Project. The Plan shall include measures to minimize emissions from vehicles including, but not limited to: (MM 4.4-1)
      i. Moisten soil not more than 15 minutes prior to moving soil and conduct necessary watering to prevent visible dust emissions from exceeding 100 feet in any direction.
      ii. Apply non-toxic chemical stabilizers according to manufacturers' specifications or apply non-toxic dust suppressants or vegetation sufficient to maintain a stabilized

surface to disturbed surface areas (completed grading areas) that are to be left inactive for five working days or more.

iii. Exposed pits (i.e., gravel, soil, dirt), if any, with 5% or greater silt content shall be watered twice daily, enclosed, covered or treated with non-toxic soil stabilizers according to manufacturers' specifications.

iv. Water excavated soil and debris piles hourly or cover them with tarp, plastic sheets or other coverings.

v. Water exposed surfaces at least twice a day under calm conditions. Water as often as needed on windy days when winds are less than 25 miles per hour or during very dry weather in order to maintain a surface crust and prevent the release of visible emissions from the construction site.

vi. All trucks hauling dirt, sand, soil or other loose materials off-site shall be covered prior to leaving the construction site or shall maintain at least two feet of freeboard (i.e., minimum vertical distance between the top of the material and the top of the truck). Mud-covered tires and under-carriages of trucks shall be washed before leaving the construction sites.

vii. Continue sweeping adjacent streets, as needed, to remove dirt dropped by construction vehicles or mud that would otherwise be carried off by trucks departing the project site.

viii. Securely cover loads with a tight fitting tarp or similar covering device on all trucks leaving the construction site.

ix. Cease excavating and grading during periods when winds exceed 25 miles per hour.

x. Cease excavating and grading during second stage smog alerts.

xi. Low VOC-emission paints shall be utilized in accordance with SCAQMD Rule 1113.

xii. Truck deliveries shall be scheduled outside peak traffic hours and consolidated to the maximum extent feasible.

b. Use electricity or alternative fuel for on-site equipment to the extent feasible; for all other equipment use CARB-approved diesel fuel. Contractor and applicant shall maintain invoices on-site for inspection for diesel fuel purchases. (MM 4.4-2)

c. Use on-site electricity rather than temporary power generators in portions of the landfill where electricity is available. (MM 4.4-4)

d. Use CARB-approved diesel (as defined in SCAQMD Rule 431.2), which shall be identified in the Construction Emission Management Plan prepared by the Applicant and Contractor (Mitigation Measure 4.4-1). (MM 4.4-5)

e. Use construction equipment that meets EPA Tier I, II or III emission requirements; the specific equipment to be utilized shall be identified in the Construction Emission Management Plan prepared by the Applicant and Contractor (Mitigation Measure 4.4-1). (MM 4.4-6)

f. When diesel particulate filters (DPF) are required, use CARB-verified particulate filter traps. (MM4.4-7)

g. Any new off-road equipment purchased shall meet a minimum of EPA Tier III standards and/or apply diesel particulate filters (DPF) meeting CARB-verified Level 3 standards for off-road engines; the specific equipment to be utilized shall be identified in the Construction Emission Management Plan prepared by the Applicant and Contractor (Mitigation Measure 4.4-1). (MM 4.4-8)

h. Prohibit material delivery heavy-duty truck idling in excess of five minutes. (MM 4.4-9)

i. Configure construction parking to minimize traffic interference. (MM 4.4-10)

j. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow. (MM 4.4-11)
k. Schedule construction activities that affect traffic flow on the arterial system to off-peak hour to the extent practicable. (MM 4.4-12)
l. Reroute construction trucks away from congested streets or sensitive receptor areas. (MM 4.4-13)
m. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site. (MM 4.4-14)
n. Give preferential consideration to qualified contractors who use clean fuel construction equipment; emulsified diesel fuels; construction equipment that uses ultra low sulfur CARB diesel and is equipped with oxidation catalysts, or other retrofit technologies. Justification shall be included in the Construction Emission Management Plan. (MM 4.4-15)
    i. Moisten soil not more than 15 minutes prior to moving soil and conduct necessary watering to prevent visible dust emissions from exceeding 100 feet in any direction.
    ii. Apply non-toxic chemical stabilizers according to manufacturers' specifications or apply non-toxic dust suppressants or vegetation sufficient to maintain a stabilized surface to disturbed surface areas (completed grading areas) that are to be left inactive for five working days or more.
    iii. Exposed pits (i.e., gravel, soil, dirt), if any, with 5% or greater silt content shall be watered twice daily, enclosed, covered or treated with non-toxic soil stabilizers according to manufacturers' specifications.
    iv. Water excavated soil and debris piles hourly or cover them with tarp, plastic sheets or other coverings.
    v. Water exposed surfaces at least twice a day under calm conditions. Water as often as needed on windy days when winds are less than 25 miles per hour or during very dry weather in order to maintain a surface crust and prevent the release of visible emissions from the construction site.
    vi. All trucks hauling dirt, sand, soil or other loose materials off-site shall be covered prior to leaving the construction site or shall maintain at least two feet of freeboard (i.e., minimum vertical distance between the top of the material and the top of the truck). Mud-covered tires and under-carriages of trucks shall be washed before leaving the construction sites.
    vii. Continue sweeping adjacent streets, as needed, to remove dirt dropped by construction vehicles or mud that would otherwise be carried off by trucks departing project site.
    viii. Securely cover loads with a tight fitting tarp or similar covering device on all trucks leaving the construction site.
    ix. Cease excavating and grading during periods when winds exceed 25 miles per hour.
    x. Cease excavating and grading during second stage smog alerts.
    xi. Low VOC-emission paints shall be utilized in accordance with SCAQMD Rule 1113.
    xii. Truck deliveries shall be scheduled outside peak traffic hours and consolidated to the maximum extent feasible.
    xiii. Replace ground cover in disturbed areas inactive for ten days or more.
    xiv. All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers or roadway washing trucks or whenever visible soil materials are carried to adjacent streets (recommend water sweepers with reclaimed water).

xv. To reduce dust caused by track-out from vehicles exiting the site, an extra wide rumble strip (minimum ten feet) should be used at all exits.
xvi. Street cleaning on all access roads to reduce dust in streets should be mandatory at least twice daily.

o. Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation. Identification of the construction relation officer shall be posted at the entry gate to the project site, including name and contact phone number. (MM 4.4-17)
p. A weather station indicating temperature, wind speed and direction should be constructed and maintained on-site. Weather information should be recorded and available for LEA use for at least 30 days. (MM 4.4-18)
q. If complaints are received and verified by the LEA, limited and reasonable monitoring for dust will be conducted by qualified firms or individuals, under the LEA's direction if determined to be necessary by the LEA. Reports and/or results will be provided to the LEA by the facility operator at the operator's expense. If project dust levels are found to be unacceptable, the LEA may require the operator to implement appropriate and reasonable dust control measures. (MM 4.4-19)
r. The Project Applicant shall obtain Leadership in Energy and Environmental Design (LEED) certification for the TS/MRF at the Basic level, at a minimum. (MM 4.4-20)
s. Investigate the technological feasibility of using a diesel oxidation catalyst or PM filter trap on an off-road device (i.e. construction equipment). Although there are a few Level III devices that are CARB-verified for off-road applications, the Applicant will conduct a technological feasibility analysis on one piece of equipment, to be reviewed by the California Air Resources Board (CARB). If successful, the Applicant will consider extending the program. In addition, the Applicant will comply with recently-adopted state regulations to reduce emissions from off-road vehicles and equipment. (MM 4.4-21)
t. Conduct a pilot study using a CARB-verified Diesel Particulate Filter that is also verified to reduce NOx emissions on one refuse hauling truck. If successful, the Applicant will consider extending the program. Applicant will also participate in the SCAQMD SOON program to accelerate NOx reductions from off-road equipment, as required. (MM 4.4-22)
u. Purchase and use an electric wood grinder in lieu of a traditional diesel grinder. (MM 4.4-24)
v. Applicant shall establish a preference or fee reduction for all solid waste collection vehicles (SWCVs) and other on-road heavy-duty vehicles visiting the landfill, TS/MRF or green/wood waste facilities, that are alternative fueled or model year (MY) 2009 or newer diesel vehicles equipped with CARB-verified DPFs. This program shall be posted at the scale house by the Applicant. (MM 4.4-25)
w. Conduct pilot test on CARB-verified DPF and Lean NOx Catalyst (e.g., Cleaire Flash and Catch and Longview devices); determine feasibility; develop incentive program (e.g., reduced tipping fees) for use of emission control device in on-road heavy-duty vehicles visiting the landfill, TS/MRF or green/wood waste facilities. [25% NOx control and 85% PM control] The test and program shall be reviewed and approved by CARB. (MM 4.4-26)
x. Only loading of bailed or contained recyclables shall be loaded outdoors. (MM 4.4-27)
y. The applicant will maintain a 24-hour call-in number for residents in the event of nighttime odor complaints. Assigned personnel will respond to any calls to determine whether or not the source of odor is coming from BLRC. In the event that

BLRC is the source of odors, appropriate measures will be implemented to mitigate such odors. (MM 4.4-28)

3. **Noise**.
   a. Construction contracts shall specify that all construction equipment must be equipped with mufflers and other applicable noise attenuation devices. (MM 4.5-1)
   b. Construction shall be restricted to the hours of 7:00 a.m. to 9:00 p.m. Monday through Friday, 8:00 a.m. to 6:00 p.m. Saturday and prohibited at anytime on Sunday or a Federal holiday. (MM 4.5-2)
   c. Temporary plywood noise barriers shall be constructed along the BLRC property line on San Fernando Road between the TS/MRF construction site and residential area located west of San Fernando Road. Plywood shall be installed to the height necessary to block the line of sight between the construction site and the nearest residential unit to the construction site. Plywood shall be a minimum of one-half inch thick, in order to provide a minimum 10 dB reduction in noise levels between the construction activity and the receptor. Noise barrier design shall be reviewed and approved by the Department of Building and Safety to ensure that the design results in the required 10 dB minimum reduction. (MM 4.5-3)
   d. If complaints are received by the LEA during the construction period, limited and reasonable monitoring for noise will be conducted by qualified firms or individuals, under the LEA's direction if determined to be necessary by the LEA. Reports and/or results will be provided to the LEA by the facility operator at the operator's expense. (MM 4.5-4)
   e. The applicant shall document to the Department of Building and Safety that the wall and roof panels in the TS/MRF building provide at least 20 dBA noise attenuation for the lowest sound frequencies associated with the equipment to be utilized within the building. (MM 4.5-5)

4. **Aesthetics**. New lighting sources shall be shielded to direct light downward and onto the project site and not toward the sky to minimize atmospheric light pollution. (MM 4.6-1)

5. **Geology and Soils (Construction Conditions)**.
   a. All soil disturbance and travel on unpaved surfaces shall be suspended if winds exceed 25 miles per hour. (MM 4.7-1)
   b. Mitigation measures defined in Section 4.4, Air Quality, of this EIR related to site watering and watering of unpaved roads to prevent wind-borne erosion. (MM 4.7-2)
   c. All grading activities shall be performed in accordance with the provisions of Chapter IX, Division 70, of the City of Los Angeles Building Regulations Code, Title 14 of the California Code of Regulations and with the rules and regulations established by the City Department of Building and Safety. (MM 4.7-3)

6. **Hydrology and Water Quality**.
   a. Adjacent downgradient wells shall be in service during sampling periods. (MM 4.8-1)
   b. The applicant will re-calculate drainage flows based on additional impervious surfaces to ensure drainage facilities can continue to accommodate the 50-year, 96-hour storm. The applicant shall document the results of the calculations for the City of Los Angeles Department of Public Works, Bureau of Engineering, the LARWQCB, City of Los Angeles Department of Public Works Bureau of Sanitation, and the County of Los Angeles Department of Public Works. (MM 4.8-3)

7. **Hazardous Materials**. At all entry points for incoming materials, a radiation detection system shall be installed, maintained, and periodically calibrated as approved by the LEA and CIWMB. Testing of such devices shall be conducted yearly. (MM 4.9-2)

E. Administrative Conditions:

1. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review or approval, plans, etc., as may be required by the subject conditions, shall be provided to the Planning Department for placement in the subject file.

2. **Code Compliance.** Area, height and use regulations of the M2 and M3 zone classification of the subject property shall be complied with, except where herein conditions are more restrictive. Further, compliance with the provisions of Section 190.01. Solid Waste Enforcement Program is required.

3. **Covenant.** Prior to the issuance of any permits relative to this matter, an agreement concerning all the information contained in these conditions shall be recorded in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent property owners, heirs or assign. The agreement must be submitted to the Planning Department for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Planning Department for attachment to the file.

4. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public officials, legislation or their successors, designees or amendment to any legislation.

5. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Planning Department and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.

6. **Building Plans.** Page 1 of the grants and all the conditions of approval shall be printed on the building plans submitted to the City Planning Department and the Department of Building and Safety.

7. **Indemnification.** The applicant shall defend, indemnify and hold harmless the City, its agents, officers, or employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this approval which action is brought within the applicable limitation period. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim action or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

8. **Project Plan Modifications.** Any corrections and/or modifications to the Project plans made subsequent to this grant that are deemed necessary by the Department of Building and Safety, Housing Department, or other Agency for Code compliance, and which involve a change in site plan, floor area, parking, building height, yards or

setbacks, building separations, or lot coverage, shall require a referral of the revised plans back to the Department of City Planning for additional review and final sign-off prior to the issuance of any building permit in connection with said plans. This process may require additional review and/or action by the appropriate decision making authority including the Director of Planning, City Planning Commission, Area Planning Commission, or Board.

9. **Mitigation Monitoring.** The applicant shall identify mitigation monitors who shall provide periodic status reports on the implementation of the Environmental Conditions specified herein, as to area of responsibility, and phase of intervention (pre-construction, construction, post-construction/maintenance) to ensure continued implementation of the Environmental Conditions.

10. **Implementation/Cost Recovery.** The permittee shall provide fees as determined by the Director of Planning to pay for the mitigation monitoring, enforcement program and related personnel costs incurred by the Local Enforcement Agency and other city departments. Such costs may include activities relating to inspection, permitting, and enforcement of the landfill, closure activities, coordination of mitigation monitoring, administrative support, technical studies, and other efforts as may be required, including the hiring of independent consultants to assist the Local Enforcement Agency. This shall also include funds for staff to ensure compliance.

11. **Utilization of Concurrent Entitlement.** The subject Conditional Use, Variance, and Site Plan Review requires completion of all applicable conditions of approval herein to the satisfaction of the Department of City Planning and the effective date of the Conditional Use, Variance, and Site Plan Review shall coincide with that of the associated Conditional Use on the property involved. The applicant/owner shall have a period of two years from the effective date of the subject Conditional Use to effectuate the terms of the Variance entitlement(s) by either securing a building permit or a Certificate of Occupancy for the authorized use, or unless prior to the expiration of the time period to utilize the grant, the applicant files a written request, and is granted an extension to the termination period for up to one additional year pursuant to applicable provisions of the Municipal Code.

    The applicant/owner shall have a period of three years from the effective date of the subject grant for Site Plan Review to effectuate the terms of this entitlement by securing a building permit.

    Thereafter, the entitlements shall be deemed terminated and the property owner shall be required to secure a new authorization for the use. If a building permit is obtained during this period, but subsequently expires, this determination shall expire with the building permit.

FINDINGS

A. General Plan/Charter Findings

1. **General Plan Land Use Designation.** The subject property is located within the area covered by the Sun Valley-La Tuna Canyon Community Plan, updated and adopted by the City Council on August 13, 1999. The existing Plan designates the subject property as Light Industrial and Heavy Industrial with corresponding zones of MR2 and M2, and M3, respectively. The existing M2-1-G, [T][Q]M2-1-G, [T][Q]M2-1, M3-1-G, and [T][Q]M3-1-G zones are consistent with the existing land use designations. The proposed use with the requested entitlements is in substantial conformance with the purposes, intent and provisions of the General Plan as reflected in the adopted community plan.

2. **General Plan Text.** The Sun Valley-La Tuna Canyon Community Plan text identifies that, *"Exhausted mining operations include CalMat's Trout/Schweitzer Pond and Peoria Street Site, Los Angeles By-Products Company's Strathern Street Site and the Bradley Landfill. Both the Peoria Street Site and the Strathern Street Site are being filled with inert landfill material. It is projected that the Bradley Landfill will be filled by the year 2003. Once filled, the site will be converted into a state-of-the-art recycling center - the "Sun Valley Recycling Park of Los Angeles".* Further the text includes the following relevant land use goals, objectives, policies and programs:

   Goal 6 ***SUFFICIENT LAND FOR A VARIETY OF INDUSTRIAL USES WITH MAXIMUM EMPLOYMENT OPPORTUNITIES FOR THE COMMUNITY'S WORK FORCE FOR THE ENVIRONMENT AND WHICH HAVE MINIMAL ADVERSE IMPACT ON ADJACENT USES.***

   Objective 3-1 *To provide for the retention of existing industrial uses and promote future industrial development which contributes to job opportunities and minimizes environmental and visual impacts.*

   Policy 3-1.1 *The City should utilize land use, zoning, and financial incentives to preserve the economic viability of the Plan's existing industries.*
   Program: *The Community Plan provides for the retention of existing industrial development.*
   Program: *A portion of Sun Valley-La Tuna Canyon is included within the federal empowerment zone. Businesses within the zone are eligible for a $3,000 per employee tax credit.*
   Program: *The City has prepared a Preliminary Plan for the proposed Northeast San Fernando Valley Project Redevelopment Plan. The proposed project boundaries include Glenoaks Boulevard, San Fernando Road, Laurel Canyon Boulevard, Lankershim Boulevard, and Tuxford Street.*

   Policy 3-1.2: *Require that projects be designed and developed to achieve a high level of quality, distinctive character, and compatibility with existing uses in accordance with design standards.*
   Program: *The Plan includes an Urban Design component which establishes Design Standards for industrial development to implement this policy.*

   Policy 3-1.3: *Adequate mitigation should be achieved through design treatments and compliance with environmental protection standards, for industrial uses where they adjoin residential neighborhoods and commercial uses.*
   Program: *The Plan establishes design standards for industrial development, including industrial/residential interface areas. The decision-maker for specific*

projects should condition any approval within these guidelines. Environmental protection standards and health and safety requirements are enforced by other public agencies.

Objective 3-2 *To encourage the conservation and strengthening of viable industrial development throughout the plan area.*

Policy 3-2.1: *Industrially planned parcels located in predominantly industrial areas should be protected from development by other uses which do not support the industrial economic base of the City and the community.*
Program: *The Community Plan and City's Planning and Zoning Code administered by the Department of City Planning and the Department of Building and Safety contain provisions to maintain industrially designated areas for industrial uses.*

Objective 3-3 *To assure mitigation of potential negative impacts generated by industrial uses when they are located in proximity to residential neighborhoods, the Plan proposes design guidelines for new industrial uses when so located.*

Policy 3-3.1: *Encourage new industrial uses adjacent to residential neighborhoods to mitigate their impact on the residential neighborhoods to the extent feasible.*
Program: *New development of industrial uses located adjacent to residential neighborhoods shall comply with the Industrial/ Residential design guidelines found in the Urban Design Chapter (Chapter V, Section I. B. 1) of this Plan.*

The project will meet the above policies and programs of the Sun Valley-La Tuna Canyon Community Plan by providing direction for the subject property, Bradley Landfill, to transition into a state of the art recycling facility for which is requested by the applicant. The opportunity for implementing the community plan will become realized with the subject application.

The proposed project is located adjacent to other heavy industrial uses that perform waste management services. The project furthers the general plan policies of retaining the existing business and transitioning the site to a recycling facility. Commerce in the Sun Valley neighborhood is salvaged with the implementation of the project. Program incentives for industrial uses offered by the Los Angeles State Enterprise Zone is available for the subject proposal. The latest city records indicate no currently active redevelopment overlay zone for the subject property. Inasmuch as the city has available programs, conditions of approval and environmental mitigations are imposed to meet all applicable municipal code requirements for public safety purposes.

The project also is consistent with industrial uses that dominant the area and the land use plan of the Sun Valley – La Tuna Canyon Community Plan. Retention of the land use designation provides preservation of the industrial nature of the immediate area as intended by the plan. Implementation of as much of the design guidelines for new industry will be achieved by required conditions of approval.

3. **Housing Element**

Phase I and II would not conflict with any applicable policies of the City of Los Angeles Housing Element and would implement a number of those policies. A new landfill would not be created as a result of the Project. The uses immediately surrounding the landfill are other industrial and commercial uses. While two residences are located within 500 feet of the landfill expansion operations, they are considered legal non-conforming uses. A residential zone is however, located approximately 350 feet from the boundary of the

property line. . The placement of the new TS/MRF approximately 700 feet from the nearest residential use provides an adequate health-based buffer zone. (Policy 2.3.5)

Section 5.4 of the EIR discusses potential adverse impacts to groups of individuals based on their race and/or income level. In general, the preparation of the EIR has been completed in a manner that attempts to disclose all the potentially significant impacts of the Project and thereby treats all residents fairly. Individuals living within three miles of the Bradley Landfill were notified by mail of the Project and a Community Advisory Group was formed to provide input to Waste Management regarding the concerns and opinions of the community. The Notice of Availability of the Draft EIR to the public for comment was provided in accordance with Section 15087 of the State CEQA Guidelines. (Policy 3.1.7)

4. **Noise Element**

Phase I would not conflict with any applicable policies of the City of Los Angeles Noise Element. Noise monitoring is performed at the gas plant and recycling facilities.[1] Phase I activities would include constructing the new TS/MRF and expansion of the existing MRF. The green and wood waste operations would continue but would increase to historical levels. Increased noise levels may be generated during construction activities; however, due to compliance with the City Noise Ordinance and the distance between the location of the construction activities and the nearest sensitive receptors, any potential noise increase would be less than significant (see Section 4.5, Noise). Conversion of the trash trucks to a low emission alternative would not generate additional noise impacts.

Under Phase II of the Project, noise impacts would be generated by the trash trucks entering/exiting the Project site, the operation of the flares, generators, and any construction equipment required to establish the final contours of the landfill. Mitigation measures have been identified in Section 4.5, Noise, for any noise impacts which may be potentially significant. (Policy 2.2)

5. **Air Quality Element**

Phase I and II of the Project would not conflict with any applicable policies of the City of Los Angeles Air Quality Element. During activities associated with the construction of the TS/MRF, particulate emissions may be generated (e.g., dust from grading). Construction-type activities associated with the closure of the existing landfill, including installation of final cover; planting of vegetation on all slopes; and constructing surface water control features, would also have the potential to generate particulate emissions. During these operations, mitigation measures would be implemented and Tier III engines will be used by the contractor to reduce the amount of particulate emissions generated. These measures are listed in Section 4.4, Air Quality, under the Mitigation Measures headings. (Policy 1.3.1)

Fugitive dust would be generated by trucks driving on the landfill and on the streets surrounding the landfill. Measures to control particulate emissions from these activities (e.g., watering truck routes on the landfill and street sweeping) are in place and will be continued under the Project. These procedures would not change and no new particulate emission impacts are anticipated. See Section 4.4, Air Quality, for a detailed discussion of air quality impacts associated with Phase I of the Project. (Policy 1.3.2)

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[1]/ Waste Management, Bradley Landfill & Recycling Center's Report of Disposal Site Information, August 2002.

Waste Management has been using ultra low sulfur diesel fuel in all of the collection and transfer trucks since November 2005. All of the applicant's refuse collection trucks meet or exceed CARB Waste Collection Vehicle regulations. Fourteen of the applicant-operated trucks are presently alternative-fuel vehicles (LNG). All diesel powered trucks are in-compliance with all requirements for installation of diesel particulate filters and diesel oxidation catalysts. The use of ultra low sulfur fuel plus a diesel particulate filter reduces diesel particulate (PM) matter exhaust by 85%. The use of ultra low sulfur fuel plus a diesel oxidation catalyst reduces diesel particulate matter by 50%. Any new vehicles added to the Waste Management-operated fleet will be alternative-fueled vehicles in accordance with SCAQMD Rule 1193. This would reduce the amount of energy consumed and would shift the type of fuel consumed to a less polluting and renewable energy source. The Sun Valley Hauling fleet collection and transfer trucks will also utilize B5 biodiesel (or an equivalent CARB-approved low emission alternative fuel). The use of biodiesel reduces petroleum dependence. (Policy 5.1.2)

During Phase I, construction of a new TS/MRF and expansion of the existing green waste facility would occur. These facilities would be utilized upon completion of existing landfill operations (2007) and would allow for increased amounts of recycling and reuse to occur. (Policy 5.1.4) Under Phase II of the Project, the new MRF and the expanded greenwaste facility would be fully operational and the landfill would be closed. All loads entering the new MRF would be sorted and the residual trash sent to other area landfills. The new MRF would accept up to 1,000 tpd and the green and wood waste area would accept 2,500 tons tpd. (Policy 5.1.4)

Waste Management has been using ultra low sulfur diesel fuel in all of the collection and transfer trucks since November 2005. All of the applicant's refuse collection trucks meet or exceed CARB Waste Collection Vehicle regulations. Fourteen of the applicant-operated trucks are presently alternative-fuel vehicles (LNG). All diesel powered trucks are in-compliance with all requirements for installation of diesel particulate filters and diesel oxidation catalysts. The use of ultra low sulfur fuel plus a diesel particulate filter reduces diesel particulate (PM) matter exhaust by 85%. The use of ultra low sulfur fuel plus a diesel oxidation catalyst reduces diesel particulate matter by 50%. Any new vehicles added to the Waste Management-operated fleet will be alternative-fueled vehicles in accordance with SCAQMD Rule 1193. Therefore, emissions generated by the operation of the trash trucks would be reduced during Phase II. (Policy 5.2.1)

6. <u>Transportation Element</u>

Phase I of the Project would not conflict with any applicable policies of the City of Los Angeles Transportation Element. While telecommuting and teleconferencing are not viable options for a majority of employees at the Bradley Landfill due to the nature of the work, employees do work a variety of shifts in order to satisfy the needs of the BLRC. This allows the employee trips to be spread out over the course of the day instead of lumped into one or two time periods. No change in the existing procedures regarding work hours is anticipated as a result of construction activities associated with the new TS/MRF, or the expansion of the existing MRF, and green and wood waste operations. (Policy 2.7) During Phase II of the Project, some activities would be occurring 24 hours, six days a week. Since activities would be occurring throughout a 24-hour time period, employee arrival and departures would be staggered throughout the day reducing the number of employee trips during peak traffic hours. (Policy 2.7)

A traffic analysis was completed in order to address potential impacts associated with implementation of Phase I of the Project. The recommendations of the traffic analysis

have been included in the EIR as mitigation measures in order to reduce potentially significant traffic impacts. Further discussion of traffic impacts can be found in Section 4.3, Transportation/Circulation. A copy of the traffic report can be found in Appendix E. (Policies 2.8 and 3.1)

As identified in the traffic report, the Applicant would be required to contribute towards funding the City of Los Angeles' expanded signal system improvement where traffic signals are interconnected and known as the Automated Traffic Surveillance and Control (ATSAC)/Automated Traffic Control System (ATCS) at San Fernando Road and Sheldon street, or implement alternative measures if funding for the ATCS is provided by another source This contribution would help the City actively support intelligent traffic systems., and the alternative measures would improve traffic flows. Funding of this system or implementation of the alternative measures would reduce the potential traffic impacts associated with Phase II of the Project to the maximum extent feasible. (Policy 2.35)

Waste Management has been using ultra low sulfur diesel fuel in all of the collection and transfer trucks since November 2005. All of the applicant's refuse collection trucks meet or exceed CARB Waste Collection Vehicle regulations. Fourteen of the applicant-operated trucks are presently alternative-fuel vehicles (LNG). All diesel powered trucks are in-compliance with all requirements for installation of diesel particulate filters and diesel oxidation catalysts. The use of ultra low sulfur fuel plus a diesel particulate filter reduces diesel particulate (PM) matter exhaust by 85%. The use of ultra low sulfur fuel plus a diesel oxidation catalyst reduces diesel particulate matter by 50%. Any new vehicles added to the Waste Management-operated fleet will be alternative-fueled vehicles in accordance with SCAQMD Rule 1193. The Sun Valley Hauling fleet collection and transfer trucks will also utilize B5 biodiesel (or an equivalent CARB-approved low emission alternative fuel). The use of B5 biodiesel will further reduce the amount of air emissions (e.g., particulate matter and CO2) generated under the Project. (Policies 2.36 and 2.37)

The criteria for significance used in the EIR are the standard ones utilized by the City of Los Angeles to determine traffic impacts. While traffic impacts associated with Phase I and II of the Project were identified, none of these direct impacts would remain significant with incorporation of the identified mitigation measures. In order to determine the future traffic levels for the Project phases, traffic from known related projects was added. In order to account for general increases in traffic, a 2% growth factor per year was included. Therefore, the discussion of traffic impacts includes cumulative traffic impacts. With the implementation of the Project-specific traffic mitigation measures, cumulative traffic impacts would also be less than significant. Additionally, none of the impacted intersections are located within residential neighborhoods. (Policy 3.2)

The Project's consistency with the Congestion Management Plan (CMP) was analyzed as part of the traffic analysis. The Project's impacts on the freeway segments utilized by the BLRC's trucks were analyzed and it was determined that the Project would not significantly impact any CMP facilities. A detailed description of the CMP analysis performed for Phase I and II of the Project can be found in Section 4.3. (Policy 3.3)

Mitigation measures were identified which reduce significant traffic impacts at the three specified intersections. In some instances, the resulting conditions at these intersections, after implementation of the mitigation measures, would be better because of the Project. (Policy 3.11)

Section 5.4 of the EIR discusses the potential for disproportionate adverse impacts to groups of individuals based on their race and/or income level. Individuals living within

three miles of the Bradley Landfill were notified by mail of the Project and a community advisory group was formed to provide input to Waste Management regarding the concerns and opinions of the community. The Notice of Availability of the Draft EIR to the public for comment was provided in accordance with Section 15087 of the State CEQA Guidelines. (Policy 7.3)

7. **Conservation Element**

Phase I and II of the Project would not conflict with any applicable policies of the City of Los Angeles Conservation Element and would implement a number of those policies as discussed in the EIR. (See DEIR, p. 4.2-25.)

8. **Safety Element**

Phase I and II of the Project would not conflict with any applicable policies of the City of Los Angeles Safety Element. The Bradley Landfill is a Class III landfill is in the process of closure and does not accept hazardous materials. During construction of the new TS/MRF, all applicable federal, State, and local laws and regulations would be adhered to with respect to the use and disposal of hazardous materials and wastes (e.g., paints, solvents, etc). (Policy 1.1.4)

9. **Framework Element Findings**:

Land Use

GOAL 3J - INDUSTRIAL GROWTH THAT PROVIDES JOB OPPORTUNITIES FOR THE CITY'S RESIDENTS AND MAINTAINS THE CITY'S FISCAL VIABILITY.

Objective 3.14 *Provide land and supporting services for the retention of existing and attraction of new industries.*

Policy 3.14.8 *Encourage the development in areas designated as "Industrial-Heavy" of critical public facilities that are necessary to support the needs of residents and businesses but normally are incompatible with residential neighborhoods and commercial districts, such as corporate yards.*

Policy 3.14.9 *Initiate programs for lot consolidation and implement improvements to assist in the retention/expansion of existing and attraction of new industrial uses, where feasible.*

Approval of the BLRC project will retain employment in the region once held by the same employer prior to expiration of the previous Landfill entitlement. Growth of a cleaner, high tech waste and materials sorting and processing facility is within the community plan policies and consistent with retention of the subject project. The TS/MRF and GWWWRF will be consistent with the heavy industrial use that is critical of the public needs, yet are controversial in terms of its use within a distance of residential uses. This is a typical reaction from the public where a waste handling facility is proposed. The BLRC has undergone extensive scrutiny within the public process. Programs offered to the industrial and commerce via the Community Development Department who oversees the State Enterprise Zone/ Employment and Economic

Incentive Program Area. Such overlay Zone will provide programs for consolidation and retention of these uses.

Wastewater

GOAL 9A - ADEQUATE WASTEWATER COLLECTION AND TREATMENT CAPACITY FOR THE CITY AND IN BASINS TRIBUTARY TO CITY-OWNED WASTEWATER TREATMENT FACILITIES.

Objective 9.2 *Maintain the wastewater collection and treatment system, upgrade it to mitigate current deficiencies, and improve it to keep pace with growth as measured by the City's monitoring and forecasting efforts.*

Policy 9.2.1 *Collect and treat wastewater as required by law and Federal, State, and regional regulatory agencies.*

Wastewater generated by BLRC and stormwater runoff from the Project site are collected and treated as required by local, State, and federal agencies. Under Phase II of the Project, wastewater from the closed landfill would continue to be collected and treated as prescribed in the Industrial Wastewater Permit. Stormwater and irrigation runoff would be retained on site.

Objective 9.3 *Increase the utilization of Demand Side Management (DSM) strategies to reduce system demand and increase recycling and reclamation.*

Policy 9.3.1 *Reduce the amount of hazardous substances and the total amount of flow entering the wastewater system.*

BLRC does not accept hazardous wastes for disposal. Trucks entering the landfill are screened to ensure the loads do not contain hazards materials/waste. Water runoff from irrigation and/or storm events is primarily contained on-site and handled in accordance with all applicable laws and regulations. Wastewater (leachate) and landfill gas condensate generated by the landfill is collected and treated as necessary prior to disposal into the sewer system.

Objective 9.9 *Manage and expand the City's water resources, storage facilities, and water lines to accommodate projected population increases and new or expanded industries and businesses.*

Policy 9.9.7 *Incorporate water conservation practices in the design of new projects so as not to impede the City's ability to supply water to its other users or overdraft its groundwater basins.*

BLRC utilizes water conservation principles in its day-to-day operations. These principles and practices would not change with project implementation. The vegetative cover that is installed is drought resistant and requires less water than other plant species. During construction of the new TS/MRF, any watering of dirt exposed during grading would be accomplished as required by the mitigation measures. Water conservation is employed in these activities to the maximum extent feasible.

POWER

GOAL 9M - A SUPPLY OF ELECTRICITY THAT IS ADEQUATE TO MEET THE NEEDS OF LOS ANGELES DEPARTMENT OF WATER AND POWER ELECTRIC CUSTOMERS LOCATED WITHIN LOS ANGELES.

Objective 9.29 *Provide electricity in a manner that demonstrates a commitment to environmental principals, ensures maximum customer value, and is consistent with industry standards.*

Policy 9.29.2 *Promote the responsible use of natural resources, consistent with City environmental policies.*

Byproducts produced from the decomposition of landfilled refuse primarily include carbon dioxide (CO2) and methane (CH4) gas which is either flared through controlled combustion or used to generate electricity. Waste Management has been using ultra low sulfur diesel fuel in all of the collection and transfer trucks since November 2005. All of the applicant's refuse collection trucks meet or exceed CARB Waste Collection Vehicle regulations. Fourteen of the applicant-operated trucks are presently alternative-fuel vehicles (LNG). All diesel powered trucks are in-compliance with all requirements for installation of diesel particulate filters and diesel oxidation catalysts. The use of ultra low sulfur fuel plus a diesel particulate filter reduces diesel particulate (PM) matter exhaust by 85%. The use of ultra low sulfur fuel plus a diesel oxidation catalyst reduces diesel particulate matter by 50%. Any new vehicles added to the Waste Management-operated fleet will be alternative-fueled vehicles in accordance with SCAQMD Rule 1193. The Sun Valley Hauling fleet collection and transfer trucks will also utilize B5 biodiesel (or an equivalent CARB-approved low emission alternative fuel). The use of biodiesel reduces petroleum dependence.

Policy 9.29.3 *Promote conservation and energy efficiency to the maximum extent that is cost effective and practical, including potential retrofitting when considering significant expansion of existing structures.*

All of the applicant's refuse collection trucks meet or exceed CARB Waste Collection Vehicle regulations. Fourteen of the applicant-operated trucks are presently alternative-fuel vehicles (LNG). All diesel powered trucks are in-compliance with all requirements for installation of diesel particulate filters and diesel oxidation catalysts. The use of ultra low sulfur fuel plus a diesel particulate filter reduces diesel particulate (PM) matter exhaust by 85%. The use of ultra low sulfur fuel plus a diesel oxidation catalyst reduces diesel particulate matter by 50%. Any new vehicles added to the Waste Management-operated fleet will be alternative-fueled vehicles in accordance with SCAQMD Rule 1193. This would conserve existing energy sources (fossil fuels) and utilize a fuel that is renewable and more easily obtained than other fossil fuels.

Policy 9.29.7 *Encourage additional markets for electrical energy, such as environmentally friendly alternative fuel for transportation in electric buses and light-duty vehicles.*

Although Phase I would not utilize buses or light duty vehicles, it would utilize refuse collection trucks. Waste Management has been using ultra low sulfur diesel fuel in all of the collection and transfer trucks. All of the applicant's refuse collection trucks meet or exceed CARB Waste Collection Vehicle regulations. Fourteen of the applicant-operated trucks are presently alternative-fuel vehicles (LNG). All diesel powered trucks are in-compliance with all requirements for installation of diesel particulate filters and diesel oxidation catalysts. The use of ultra low sulfur fuel plus a diesel particulate filter reduces diesel particulate (PM) matter exhaust by 85%. The use of ultra low sulfur fuel plus a diesel oxidation catalyst reduces diesel particulate matter by 50%. Any new vehicles added to the Waste Management-operated fleet will be alternative-fueled vehicles in accordance with SCAQMD Rule 1193. . The Sun Valley Hauling fleet collection and transfer trucks will also utilize B5 biodiesel (or an equivalent CARB-approved low emission alternative fuel). The use of biodiesel reduces petroleum dependence and will further reduce the amount of air emissions (e.g., particulate matter and CO2) generated under the Project.

The Project would include the construction of a new TS/MRF and the resumption of of the existing green waste operation to historical levels that would allow continued solid waste processing services to the City of Los Angeles, thereby helping the City attain its recycling and diversion goals. This facility would also allow for solid waste to be consolidated in one location before being shipped to other landfills outside of the Sun Valley area. This would allow for the BLRC to continue providing solid waste processing services, at a slightly reduced daily tonnage capacity, without operating an active landfill on the Project site.

10. **Charter Findings:** Pursuant to Section 556 of the City Charter, the subject Conditional Use is in substantial conformance with the purposes, intent and provisions of the General Plan. The Los Angeles Municipal Code permits the filing, review, and determination of conditional use applications as outlined in Section 12.24. Provided findings of fact are made herein for the subject case action, the decision maker may act appropriately.

B. Conditional Use Findings

1. *The location of the project will be desirable to the public convenience or welfare.*

The proposed project is desirable to the public convenience or welfare for all of the following reasons: The project will provide a public service to handle municipal solid waste generated from the city's residents. Closure of the landfill has spawned a new direction in the refuse industry that the applicant has elected to pursue. Provision of these services includes the transference of municipal solid waste after sorting activities occur. Both refuse and recyclable materials that have been sorted will be shipped to remote landfills or recycling centers for processing. Such service will provide the latest solution in MSW handling in the most efficient and recent technology to service the community. Providing this opportunity for a much needed service within the City, the project can help improve waste handling in the City of Los Angeles. The project will establish a good precedent for other venues in the vicinity of the north San Fernando Valley to the project site provide similar services that are converting or upgrading to their facilities. .

The new TS/MRF will replace and be located adjacent to the closed Bradley Landfill in a heavily industrialized zone. Because of this, future users of the new facility are already familiar with the site as a destination for disposal and recycling of solid waste, making continuation of these services very convenience for local residents and businesses. The TS/MRF will be a fully enclosed state of the art facility. The building, site, and landscaping design will be aesthetically pleasing and an improvement over current aesthetic features of the area. It will also move material recycling activity that has been outside and potentially dusty to an indoor location. Additionally, the applicant has a solid waste collection facility adjacent to the new facility which will minimize collection vehicle travel distances and associated impacts on public streets and associated air quality and noise. Therefore, the location of the new facility will be desirable to the public welfare.

Extended hours of operation will be equally desirable to the public convenience. Intake of materials will begin at 6:00 am and end at 8:00 pm, Monday to Saturday while being respectful to neighboring sensitive uses to the south. These residential uses are over 300 feet from the proposed project activities. Other hours of operation and activities will extend into the evening and close all day on Sundays. The subject TS/MRF is proposed to have general operating hours from 5:00 a.m. to midnight Monday through Saturday, including preparing to accept waste for the day (which begins at 6 a.m. and ends at 8 p.m. Monday through Saturday), conducting cleaning, and performing maintenance (e.g. on the MRF equipment, the transfer station building, scales, front loaders, lift trucks, etc.). Waste sorting at the MRF, as well as outbound waste and recyclables, are proposed for 24 hours per day Monday through Saturday, and closing on Sunday. All exterior doors of the TS/MRF shall be closed between the hours of 9:00 p.m. to 6:00 a.m. Design of the facility will lessen the noise and dust impacts. No earthmoving for landfill closure will be performed during late night or early morning hours, and no intake of refuse or recyclables will be accepted as well during these hours.

2. *The proposed project will be proper in relation to adjacent uses or the development of the community.*

The subject property is an irregular shaped parcel and has 148.36 acres. The site is occupied with a landfill (in process of closure), an inactive materials recycling facility with appurtenant equipment, and a green and wood waste recycling facility. Accessory activities on the property include environmental monitoring to meet Local, State and Federal operating requirements. Landfill gases are also collected and sold, utilized for electrical generation or combusted with flaring equipment. The property is zoned M2-1-G, [T][Q]M2-1-G, [T][Q]M2-1, M3-1-G, and [T][Q]M3-1-G, and is designated Light Manufacturing and Heavy Manufacturing by the Community Plan. A "Refuse Collection Yard" symbol and boundary denotes the property. Further, the property is within a Los Angeles State Enterprise Zone and an Environmental Justice Improvement Area. These two designations identify that there is potentially economic incentive programs available or discretionary policy to consider.

"The first known economic use of the subject property consisted of excavation and mining activities for sand and gravel production. Landfill operations at the subject property began in, and have been ongoing since 1959. Case No. ZA 92-0002(ZV), and modifications thereof contained in Case No. ZA 94-0792(ZV), permit the development and use of the property as a non-hazardous solid waste landfill. These approvals authorized 184 of the 209 acres contained within the ownership for use as a landfill, with an average grade of 10% for the slopes and a maximum elevation of 1,010 feet. Under Case No. ZA 94-0792(ZV)(PAD), dated May 30, 1997, a review of operations was conducted and an updated, comprehensive list of applicable conditions from the two previous Zoning Administrator determinations was established. The variance

applications were filed to obtain authorization for landfill operations in the M2 Zone portion of the site. These terms and conditions as well as the landfill authorization terminate April 14, 2007."[2]

To the northwest is a City of Los Angeles Department of Water and Power transmission line right-of-way (zoned PF-1XL, designated Public Facilities), with Manufacturing uses beyond. Across Glenoaks Boulevard to the northeast is a landfill use zoned A1-1XL-G, designated by the Plan as Open Space with a Surface Mining icon. Across Tujunga Avenue, Peoria Street and Bradley Avenue on the east is an automobile wrecking yard and a recycled rock materials business, zoned M3-1-G and designated Heavy Manufacturing. To the south is a concrete manufacturing facility zoned M3-1-G, and the Southern Pacific Railroad/Metrolink rail line on the west zoned PF-1XL and designated Public Facilities. San Fernando Road with various commercial uses are established beyond. On the west, single family homes and a trucking company are situated on properties zoned [T][Q]M2-1 and designated Heavy Manufacturing.

The TS/MRF will be 57 feet tall at its highest measurement; however, its predominant height is 41 feet throughout the majority of the building. An office portion will be 2 stories and 26 feet high. The loading dock at the north and west elevations show the full height of this building. The building will be approximately 53 feet by 220 feet, with appendages that house the administration/employee facilities and extended warehouse on its south and north elevations, respectively.

Vehicles arriving from to the TS/MRF facility will be directed into an access road loop around the proposed facility. The facility will provide 2 parking lots with a total of 63 passenger vehicle parking spaces adjacent to the building's southwest side. Trucks delivering waste will enter the building on the west side and unload refuse in the unloading area (tipping floor). Waste will be sorted for export to disposal sites from recyclable materials. Incoming recyclables will be sorted and readied for export as well. All loading and unloading and processing activities will be within the building. Once materials are sorted, recyclables and refuse will be packed and loaded onto trucks waiting at a loading dock to the east for transference to appropriate destinations. Exiting trucks will leave the building on the east side. As processing occurs, the interior of the building is maintained with a negative air pressure to contain and treat odors prior to air cleaning and release into the atmosphere. Up to 6 times the volume of air within the building is treated during each hour. The application notes that the air cleaning process includes filtration and deodorization within the misting system to be employed on the rooftop.

The proposed capacity of the new TS/MRF facility will be 4,000 tons per day for the Waste Transfer Station and 1,000 tons per day for the Materials Recycling Facility. This is substantially reduced to one half from the previous allowed volume of up to 10,000 tons per day under the Variance previously granted.

The subject TS/MRF is proposed to have general operating hours from 5:00 a.m. to midnight Monday through Saturday, including preparing to accept waste for the day (which begins at 6 a.m. and ends at 8 p.m. Monday through Saturday), conducting cleaning, and performing maintenance (e.g. on the MRF equipment, the transfer station building, scales, front loaders, lift trucks, etc.). Waste sorting at the MRF, as well as outbound waste and recyclables, are proposed for 24 hours per day Monday through Saturday, and closing on Sunday. Because the general operations are enclosed within the building, little impacts would occur. Outbound transfers of waste and recyclable

[2] Reference: Case No. ZA 94-0792(ZV)(PA1), Determination Letter June 2, 1998, Discussion, page 8.

materials shall be limited to Monday to Saturday from 5:00 a.m. to 12:00 a.m. Loading of outbound materials occur using a hopper system that drops materials into the waiting trucks one level below the tipping floor level. This activity would also occur 24 hours each day and will contribute noise during evenings. There is noise buffering from the proposed TS/MRF building and earthberms. Loading of refuse, operation of this equipment, and idling of waiting trucks will likely produce noise. The EIR also noted that during late hours when lower ambient noise levels exist, minor increases in noise levels are noticeable. Closure of all exterior doors between the hours of 9:00 pm to 6:00 am is required to further suppress noise impacts to sensitive receptors, the closest of which is located 900 feet away.

With the expansive land surrounding the site intended for the proposed transfer facility and adjacent masonry materials processing plant, it is appropriate to position the use at this location. Adequate area surrounding the proposed building will permit additional landscape and screening to adjacent areas – especially residential zones to the south. Additionally, there is an existing berm created by the adjacent railroad right-of-way that is approximately 8-10 feet high as measured from the adjacent grade. The building and facilities will be well-buffered from the adjacent neighborhood.

The requested conditional use for a Recycling Materials Sorting Facility in the M Zone when the facility is not in compliance with two requirements: 1). Locating a recycling materials sorting facility within 1,000 feet of a more restrictive zone; and 2). Operating a recycling materials sorting facility beyond the hours of 7 A.M. to 8 P.M.

The new TS/MRF is located in an M3 zone and is consistent with the predominantly M2 and M3 zoning classification of the adjacent areas. The land uses surrounding the new TS/MRF consist primarily of industrial activities including the following:

- Both active and closed landfills
- Auto salvage yards
- Manufacturing and assembly activities
- Warehouses and distribution facilities
- Inactive sand and gravel pits
- Aggregate processing plants

The nearest existing residential use is located approximately 900 feet to the southwest of the transfer station and recycling building, with commercial development, San Fernando Road and the rail right of way in between. (Approximately four existing non-conforming residential uses on property zoned [T][Q]M2-1 are within 30 feet of the subject site; however, these uses will be more than 70 feet of the proposed TS/MRF building.[3]) The TS/MRF building will be partially below grade from a line of site perspective looking from the southwest which reduces potential environmental impacts to the commercial and residential uses in that area. A draft environmental report has been prepared which addressed all potential impacts to surrounding land uses.

The property is within 250 feet of an RA-1 zone and must be reviewed under the conditional use procedure. The applicant wishes to also extend the duration of their hours of operation to 24 hours each day from Monday thru Sunday, beyond the hours permitted by right under the L.A.M.C. However, the analysis of the hours indicates that the substantial expansion of hours is needed to operate at a capacity that continues to move refuse and recyclables so that minimal time for storage of these materials is permitted. Overnight storage of refuse and recyclables is needed for non-delivery on

[3] Radius Map, CPC-2007-3888-CU-ZV-SPR, dated August 18, 2008.

Sundays when the facility will be closed. No storage of any materials longer than 72 hours on the site is permitted.

3. *The proposed project will not be materially detrimental to the character of development in the immediate neighborhood and will be in harmony with the various elements and objectives of the General Plan.*

As described above, the new TS/MRF is located in an M3 zone and is adjacent to predominantly M2 and M3 zoning classifications. Therefore any future development in those zones would inherently be industrial in nature and would be compatible with the proposed TS/MRF. Section 4.2 of the DEIR mentioned above comprehensively addresses compatibility of the proposed TS/MRF with the various elements and objectives of the City of Los Angeles, General Plan. In general, it concludes that the closure of the Bradley Landfill and construction and operation of the TS/MRF would not conflict with any applicable policies of the various elements and would work to implement a number of these policies as discussed in the EIR. In particular, the Sun Valley – La Tuna Canyon Community Plan specifically states the following: "It is projected that the Bradley Landfill will be filled by the year 2003. Once filled, the site will be converted into a state-of-the-art recycling center -- the "Sun Valley Recycling Park of Los Angeles". The project is the conversion of that the General Plan describes.

The Sun Valley - La Tuna Canyon Community Plan identifies the transition of use on the subject Bradley Landfill site to a "state-of-the-art" recycling center. The waste transfer/materials recycling use proposed will realize the vision of the community plan. The propose design of the latest technology and public necessity of a waste handling use will not be materially detrimental in this location.

C. <u>Variance L.A.M.C. Sec. 12.27:</u> **Findings for 1). The operation of a solid waste transfer station within 500 feet of a more restrictive zone, and 2). The operation of a wood/green material chipping and grinding facility in an unenclosed facility within the M zone.**

NOTE: The subject variance request is not necessary due to the latest interpretation of the City Council records. This is due to a recently discovered interpretation letter by the Chief Zoning Administrator to the City Council during the adoption of a code amendment in 1994. The letter and attached documents provides research which indicates that the 1994 code amendment requiring the enclosure of green waste facilities had been intended for the M2 zone only. Other such uses that were already in operation at the time are not subject to this requirement and can continue based on non-conforming rights. Further, green waste facilities within the M3 zones are not intended to be subject to the enclosure requirement. Because there were already 6 such uses in operation (with the subject property/use as one of the uses) the Bradley green waste facility is not required to be enclosed as the report to council (dated August 24, 1994) indicates. The letter brings compelling clarity to the code amendment and provides staff with a better understanding of its original intent. Nonetheless, the applicant is still seeking the variance to avoid any possibility of confusion in the future.

1. *The strict application of the provisions of the zoning ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purposes and intent of the zoning regulations.*

The general intent of the zoning code is to prevent the potential nuisance of solid waste transfer facilities from impacting nearby residents. However, in this case, the purpose

and intent of the zoning regulation is preserved. The transfer station building will be sited in a location where the building will be a distance of 415 feet to the closest residential zone, and 900 feet from the nearest residential structure. Staff notes that the perimeter of the proposed transfer station will be set back 115 feet from the southern property line—creating at substantial buffer between the transfer station itself and the nearest residential zone and structure. To mitigate any associated impacts, the proposal includes an enclosed building that will house all the transference and sorting activities of the use. Further, a variable 8 to 10 high existing earth berm and a proposed landscape buffer will shield the transfer station from residents. With a substantial amount of mature landscaping, earthberm, enclosed building and distance from sensitive receptors, the proposed project will be sufficiently buffered to preserve the intent of the zoning code. Practical difficulties occur due to the subject property's slope and location of the landfill which limits the placement of the proposed Transfer Station/Materials Recycling building. Moreover, the building cannot be placed on top of an existing municipal solid waste landfill due to the differential of regular subsidence and lack of stability. The landfill will settle over time, as much as 3 feet each year with compaction of gravity and static weight of earth and buried refuse. The landfill also contains inert fill in the area between the proposed location and the existing MSW landfill to the north which has been identified as having insufficient strength to support the proposed building foundation which precludes the TS/MRF from being placed closer to the existing landfill. These factors represent practical difficulties that prevent location of the TS/MRF further away from the more restrictive commercial and residential zones across from San Fernando Road.

The Bradley East Green and Wood Waste Processing Station (GWWPS) is an M3 Zone. The M3 zone is the most intensive of the City's various zones and allows for uses that "may be obnoxious or offensive by reason of emission of odor, dust, smoke, gas, noise vibration, and the like."[4] Permitted uses in the M3 zone include acid manufacture, distillation of bones, and fertilizer manufacture, all of which may be conducted in the open. Although wood and green waste recycling are not specifically referenced in the permitted uses identified in the M3 zone, LAMC Section 12.20 A.1 allows any use in the M3 zone that is permitted in the M2 zone. The M2 zone permits curing, composting, and mulching facilities, including all accessory buildings, as well as chipping and grinding facilities in enclosed buildings.[5] The requirement for an enclosed building is expressly stated in the M2 zone. It is not expressly set forth in the M3 zone applicable to the GWWPS. Therefore granting a variance to allow the GWWPS to be open-air is not inconsistent with express purpose and intent of the M3 Zone. Furthermore, existing operation located on tip of a municipal solid waste (MSW) landfill. The underlying landfill undergoes continuous differential settlement due to the decomposition of the waste in the landfill. This makes it virtually impossible from a practical perspective to design and construct a building that will meet building code requirements for safety and stability.

2. *There are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings that do not apply generally to other property in the same zone and vicinity.*

As noted in the above finding, practical difficulties create special circumstances to the subject property in terms of the available subsurface conditions and topography. The existing landfill that has created a non-buildable slope over the subject property will place a limitation as to locating the floorplate of the TS/MRF building. Such a space is

[4] Los Angeles Municpal Code ("LAMC") § 12.20 A.37.
[5] LAMC § 12.19 A.15.

between 300 feet and 700 feet along the southwest portion of the site, adjacent to San Fernando Road.

The special circumstance applicable to this site is that it consists primarily of land fill which prohibits the development of any structures over this portion of the subject property as noted in the above finding. Enclosing the use of the green waste facility is infeasible due to the subsurface conditions.

3. *The variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone and vicinity but which, because of the special circumstances and practical difficulties or unnecessary hardships, is denied to the property in question.*

Special circumstances and practical difficulties exist with the noted topographical and subsurface characteristics of the property. These existing conditions prevent the property from enjoying substantial property rights of other neighboring sites with the same zoning regulations having no landfill characteristics and flat topographies, including the Community Recycling facility just down the street. Other conventional sites allow latitude for access, fire lanes, and space for floorplates to be consolidated over the property without physical restrictions of the subject property's topography or subsurface conditions.

The applicant has requested a variance from Section 12.20 A 37 (i) in order to operate a solid waste transfer station in the M Zone within 500 feet of a more restrictive zone – RA-1 Zone 250 feet to the south, across the railroad right-of-way and San Fernando Road. The actual distance from the property line of the overall site to the closest residential zone is 250 feet, as measured per the Municipal Code. The EIR notes that there are, "Additional sensitive receptors located in the immediate vicinity of the Bradley Landfill include the residences located south of San Fernando Road to the southwest of the landfill (approximately 350 feet from the site boundary), an apartment complex on Sheldon Street south of San Fernando Road (approximately 1,500 feet from the site boundary), Fernangeles Elementary School (approximately 1,800 feet), and the residences adjacent to the Stonehurst Recreation Center (approximately 1,750 feet from the site boundary)." These receptors are located even farther from the proposed transfer station.

The transfer station building will be sited in a location where the building will be a distance of 415 feet to the closest residential zone and 900 feet to the nearest existing residential structure. The perimeter of the proposed transfer station will be set back 115 feet from the southern property line. The intent of the Municipal Code is to protect sensitive uses from impacts of sold waste transfer stations. To mitigate any associated impacts, the proposal includes an enclosed building that will house all the transference and sorting activities of the use. Further, a variable 8 to 10 high existing earth berm and a proposed landscape buffer will shield the transfer station from residents. With a substantial amount of mature landscaping, earthberm, enclosed building and an empirical distance of 415 feet to the nearest residential zone and 900 feet to the nearest residential structure, the proposed project will be sufficiently buffered. Functionally speaking, noise, dust, and visual impacts would be screened from residents. Moreover, the planned facility is situated on a portion of land owned by the property owner that is not formerly landfill refuse. This would provide sufficient ground stability for a conventional industrial building. Practical difficulties exists because this portion of site is a limited level plot with the toe of the landfill slope directly adjacent to the north, the applicant is restricted to developing the building here. Other portions of the site where

landfill refuse are settling provide limited development because of the unstable subsurface conditions.

Operation of a green and wood waste processing station is a by-right use in this zone (M3) as long as it is fully enclosed but it is not feasible to be enclosed and therefore needs a Zone Variance for reasons stated in #1 above. There is M2 and M3-zoned land in the immediate vicinity and on those lands a structure could be built enclosing a green and wood waste processing station. On the subject property, however, the enclosed building cannot be built due soil stability issues. To deny this variance would deny the right to establish an otherwise by-right use that other properties in the same zone and facility could establish.

A variance from Section 12.19 A 15 to operate a wood/green material chipping and grinding facility in an unenclosed facility within the M Zone is requested. The applicant states that it is not possible to construct a building to enclose the facility due to the underlying landfill that continues to settle and provides no ground stability to lay a building foundation for such a building. Therefore, enclosing the facility with a building would not be possible to approve through the standards of the Department of Building and Safety. A building would unsafe for its occupants. As such, the applicant has requested a variance to continue conducting an open/unenclosed recycling facility. There are obvious limitations to the development of a conventional industrial structure for the enclosure of this facility. Soil stability is not possible over a closed landfill with continued subsidence occurring as subsurface refuse decomposes and compresses. Fundamentally, it is a special circumstance to develop a code compliant structure over a landfill that is continually settling. Further, with the weight and vibration of heavy equipment utilized in the operation of the facility, highly reinforced concrete and steel will be required in the construction.

According an inquiry with Department of Building and Safety officials, excavation (down to stable soil) and recompaction of the soil would likely be required to achieve a suitable foundation in order to construct a building. Due to the extensive grading needed, feasibility of constructing a conventional building is questionable. Therefore, an enclosed building for the Green Waste recycling activity would present an unnecessary hardship for the applicant. Consideration of other alternative locations on the site for the green waste recycling was taken; however, these portions are occupied by equipment or easements. A majority of this site is utilized by landfill with the exception of the existing administrative offices and the proposed area for construction of the TS/MRF (See Exhibit A-4). Moreover, the present location is a significant 3,000 feet from any residential zone surrounding the property – making the present site the optimal location for such use, in terms of distance from sensitive uses.

The operation of green waste primarily creates objectionable odors and dust along with equipment emissions. Odors and dust have been adequately mitigated with the implementation of the court ordered improvements and will be mitigated via similar means for the expansion. Conditions were included requiring plans for modification/expansion of the existing odor mitigation and dust control misting system. Further, annual monitoring reports shall be submitted to the Planning Department to ensure that adequate effectiveness of the conditions is maintained. Should there be a need to enhance the existing dust/odor control measures; the Plan Approval monitoring process will afford an opportunity to require additional conditions to address such issues.

Other properties in the same zone and vicinity, including the Community Recycling facility down the street, process green and wood waste in the open air. In fact, the applicant has process green and wood waste in the open air for several years.

Moreover, the applicant has presented evidence that no other similar facilities in the City are covered. As such, the variance is necessary for the preservation and enjoyment of substantial property rights of other properties in the same zone and vicinity.

4. *The granting of the variance will not be materially detrimental to the public welfare, or injurious to the property or improvements in the same zone or vicinity in which the property is located.*

Granting a variance for the subject TS/MRF will not be detrimental to the public welfare or injurious to other properties in the vicinity due to the unique characteristics of the property noted above. Conditions of approval and environmental mitigation measures are imposed to address issues create by the project. A statement of overriding consideration has been adopted by the decision maker to further address non-mitigated impacts as outlined by the FEIR.

Granting of the variance for the GWWWPS will not materially be detrimental to the public welfare or injurious to the other properties in the same zone/vicinity including residential uses, as the current mitigation measures of the lawsuit settlement and conditions of approval are met in order to mitigate negative environmental effects of the Green Waste facility. These measures have proven effective in reducing odors, as evidenced by the dramatic decline of odor complaints.

The existing GWWPS has earthen berms, fencing, screening, and odor neutralizing misting systems in order to adequately control potential environmental impacts to the surrounding community. In addition, the site is large enough in size to provide a buffer zone of approximately 370 feet between the GWWPS and the closest adjacent property on the other side of Peoria Street which is an auto parts salvage yard. It is approximately 1,850 feet to the closest commercial areas along Sheldon Street to the northwest over 2100 feet to the closest residence to the north and 2,700 feet to the closest residence to the southwest. These buffer zones provide additional protection to the surrounding properties from potential environmental impacts. The proposed increase in capacity will not increase odors, as odors are a function of the amount of time that the materials are on the site. As conditioned, all materials will be processed and removed from the site within 48 hours, and most within 24 hours.

In addition to the above, a complete list of existing project features and proposed enhancements for the GWWPS are found in the final environmental impact report (FEIR) which has been prepared to address all potential impacts to the project's surroundings.

5. *The granting of the variance will not adversely affect any element of the General Plan.*

As set forth on pages F-1 through F-8 of these findings, the proposed project is consistent with goals and policies of the General Plan. The variance will not adversely affect any element of the General Plan. The request is within the spirit and intent of the Municipal Code in that there are exceptional circumstances present that make this portion of the property cumbersome to develop. Moreover, relocation of the facility is not feasible due to subsurface and topographic characteristics. Such variance will not adversely affect any element of the General Plan or the policies of the Sun Valley – La Tuna Canyon Community Plan.

Both the TS/MRF and GWWPS are located in an M3 zone and is adjacent to predominantly M2 and M3 zoning classifications. Therefore any future development in those zones would inherently be industrial in nature and would be compatible with the GWWPS. Section 4.2 of the DEIR comprehensively addresses compatibility of the

project with the various elements and objectives of the city of Los Angeles General Plan. In general, it concludes that the implementation of the transition master plan, of which the GWWPS is a part, would not conflict with any applicable policies of the various elements and would work to implement a number of those policies as discussion in the EIR. In particular, the Sun Valley – La Tuna Canyon Community Plan specifically states the following: "It is projected that the Bradley Landfill will be filled by the year 2003. Once filled, the site will be converted into a state-of-the-art recycling center – the "Sun Valley Recycling Park of Los Angeles". The overall project that the TS/MRF and GWWPS is a part of is the conversion of that the General Plan describes. The TS/MRF and GWWPS will continue to be available to serve the surrounding community and provide increased capabilities for the procession of recyclable materials.

D. **Site Plan Review L.A.M.C. Sec. 16.05:**

1. *The subject development as proposed by the applicant complies with all applicable provisions of the Los Angeles Municipal Code and with any applicable Specific Plan, except as permitted herein.*

   The Transfer Station/Materials Recycling Facility and the Green Waste and Wood Waste Facility will comply with the Los Angeles Municipal Code. Both sites will be adequately set back from their closest respective property lines.

   Heights and floor area comply with the prescribed limitations of the L.A.M.C. in that the proposed floor area of 108,290 square feet is within the 1.5:1 FAR permitted. Further the height of the building is 57 feet that is permitted by the unlimited height limit of the Height District No. 1.

   The applicant proposes a total of 63 spaces based upon the industrial and office uses. The floor area of industrial warehouse is 104,960 square feet which will require 39 spaces in accordance with the warehouse parking standard. The warehouse includes 3600 square feet of ancillary office space. Under LAMC Section 12.21 A.49(h) 2, parking for ancillary office space amounting to less than 10% of the total space is calculated under warehouse standards. Thus, an additional 1 space will be required for a total of 40 parking spaces. The applicant's will provide 63 parking spaces for the combination of uses. The Department of Building and Safety will confirm this meets the Code requirements during the time of plan check. Moreover, a condition of approval has been crafted to require the LAMC standards for parking, with a minimum of 63 spaces. Landscaping and other municipal code requirements will be confirmed during the plan check process.

2. *The subject development, as requested by the applicant, is consistent with the adopted General Plan.*

   As described above, the new TS/MRF isolated in an M3 zone and is adjacent to predominantly M2 and M3 zoning classifications. The instant zone is consistent with the Heavy Manufacturing designation of the Sun Valley – La Tuna Canyon Community Plan. Section 4.2 of the DEIR mentioned above comprehensively addresses compatibility of the proposed TS/MRF with the various elements and objectives of the City of Los Angeles, General Plan. In general, it concludes that the closure of the Bradley Landfill and construction and operation of the TS/MRF would not conflict with any applicable policies of the various elements and would work to implement a number of these policies as discussed in the EIR. In particular, the Sun Valley – La Tuna Canyon Community Plan specifically states the following: "It is projected that the Bradley Landfill will be filled by the year 2003. Once filled, the site will be converted into a state-of-the-art recycling

center – the "Sun Valley Recycling Park of Los Angeles". The project is the conversion of that the General Plan describes.

3. *The subject development is not within the boundaries of a Redevelopment Plan.*

   The property is not located within the boundaries of a Redevelopment Plan Area.

4. *The subject development consists of an arrangement of buildings and structures, including height, bulk and setbacks, off-street parking facilities, loading areas, lighting, landscaping, trash collection, and other such pertinent improvements which are compatible with existing and/or future development on neighboring properties.*

   The Transfer Station/Materials Recycling building will be approximately 115 feet from the southwester property line, which is adjacent to the railroad right of way with San Fernando Road beyond. The height of the proposed waste transfer station building will be 57 feet high. This will comply with the LAMC height regulation of unlimited height for Height District No. 1. This is within the parameters of equipment height on the adjacent parcel of land owned and operated by Vulcan Industries. Because the adjacent grade is lower than the grade at San Fernando Road, the building will appear 8 to 10 feet lower. Moreover, the landscape plans indicate a buffering row of trees that will further screen the building from view along the southerly property line.

   In the case of the Wood and Green Waste Recycling Facility, the existing perimeter fencing is already screened from view by an existing landscape buffer fence along Peoria Street. The facility is approximately 23 feet tall to the top of the existing fence and misting system. The facility is not in conflict with the height or scale of other adjacent structures or equipment in the immediate neighborhood.

   The project is in general compliance with the "Walkability Checklist". The Commission's policies generally address a building that is adjacent or within visual contact of the public street. This involves interface with the pedestrians requires building, parking, and landscaping treatment. The existing administration building is the only building that is close enough to the entrance of the site to be considered to be oriented to the public street. Because the site is well over 200 acres in size and the proposed development project is not within the proximity of the public right-of-way, many of these policies would not apply to a property of this size. The buildings or facilities are and will be substantially setback from property lines and required to be screened from view. These are requirements generated from former entitlements of multiple agencies and a lawsuit settlement. The TS/MRF is sited over 115 feet north of San Fernando Road, to be screened from vision with an earthberm and a tree-lined landscape buffer. Further, the green and wood recycling area is already screened from view from Tujunga Avenue. However, some of the Walkability criteria that may be applied included the following:

   - To reduce massiveness and scale, the building should have a variety of facades by employing plane variation, varied roof/parapet line or height, windows, color, different textures or construction material or other architectural elements.

   - Off-Street Parking and Driveways - All surface parking adjoining the street should be screened by a durable barrier (i.e., a solid wall, fence, berm, hedge) and landscaping that is tall enough to at least screen car headlights.

- Easily identifiable pedestrian walkways should be provided from the parking to the sidewalk and to the entrance of the building. Techniques, such as landscaped lightwells and surface treatments, could be used.

- All parking areas and integrated pedestrian walkways should be illuminated with adequate, uniform and glare-free lighting such that there is even light distribution and there are no harsh shadows.

- Other Pedestrian scale criteria (i.e. Building Signage, walkways etc.) generally do not apply in this case due to the truck transportation aspect of the use activity. At best, the entrance may be upgrade to reflect an attractively landscaped driveway with identification and directional signs to the appropriate transfer station/recycling venues.

- Utilities should be placed underground.

Identification Signage was not described for the subject application and will be subject to Plan Approval Review by the Planning Department as identified by the conditions of approval.

No trees will be removed on the site as a result of the proposal. Development of the project will require a landscape buffer in strategic locations with approximately 203 trees to be installed per the landscape condition recommended. A variety of shrubs and ground cover are also proposed to compliment the buffer around the TS/MRF. Most of the installation will occur on the landscape buffer with some landscape treatment within and around the proposed parking lots and the building's periphery. The number of trees proposed around the parking area will meet the minimum code requirement of 1 tree for every 4 parking stalls.

5. *The subject development incorporates feasible mitigation measures, monitoring measures when necessary, or alternatives identified in the environmental review which would substantially lessen the significant environmental effects of the project, and/or additional findings as may be required by CEQA*

   See below CEQA Findings.

6. *That the project containing residential uses does provide its residents with appropriate type and placement of recreational facilities and services in order to improve habitability for the resident and minimize impacts on neighboring properties where appropriate*

   The project does not contain residential uses; therefore the residential use requirements of the Municipal Code are not applicable.

E. CEQA Findings

Final Environmental Impact Report No. ENV-2001-3267-EIR has been completed on July 24, 2008 for the Bradley West Transfer Station/Materials Recycling Facility and Bradley East Green and Wood Waste Processing Station. The City of Los Angeles, Department of City Planning is the Lead Agency for the project. This EIR has been prepared at the direction and under the supervision of the City of Los Angeles Department of Planning in accordance with CEQA and the CEQA Guidelines, as amended. An Environmental Assessment Form and Initial Study were prepared by the Lead Agency, which made the determination that an EIR would be required. The NOP requesting comments to be considered in a Draft EIR was

Field Code Changed

circulated from November 27, 2002 to December 31, 2002. A public informational meeting was held on December 12, 2002. Subsequently, a Public Scoping Meeting was held on April 24, 2003 and public testimony was taken on the environmental impacts of the proposed Project. The timeframe for providing written comments on the NOP was extended to May 23, 2003. At the request of the City Council members for District 6 and District 7, notice of the scoping meeting was translated into Spanish and mailed, in both English and Spanish, to all owners and occupants located within an approximately 3-mile radius of BLRC. The mailing for the scoping meeting included more than 30,000 addresses. On January 5, 2006, the City released the Draft EIR for review and comment by the public and all responsible and trustee agencies. The 90-day comment period ended on April 5, 2006, and was twice as long, than the 45-day minimum comment period required under CEQA. The Draft EIR evaluated in detail the potential effects of the proposed Project. It also analyzed the effects of a reasonable range of four alternatives to the proposed Project, including potential effects of a "No Project" alternative. A fifth alternative was added during the preparation of the Final EIR with the expiration of existing entitlements and discovery of further reduction of environmental impacts to the modified project alternative. The Draft EIR for the Project (State Clearinghouse No. 2002121027) was prepared pursuant to CEQA and State, Agency, and City of Los Angeles (City) CEQA guidelines.

Pursuant to Section 15088 of the CEQA Guidelines, the City of Los Angeles, as lead agency, reviewed all comments received during the review period for the Draft EIR and responded to each comment in the Final EIR. The Final EIR also reflects further refinements to the Project proposal made in response to public comments and community concerns, including the omission of the vertical landfill expansion of alternative D2, and the addition of Green House Gas analysis, including Corrections and Additions of the Final EIR.

1. **Significant Irreversible Environmental Effects**

The State CEQA Guidelines mandate that an EIR address any significant irreversible environmental changes which would be involved if the Project is implemented. An impact would fall into this category if:

- The Project would involve a large commitment of nonrenewable resources;
- The primary and secondary impacts of a Project would generally commit future generations to similar uses (e.g. a highway provides access to a previously remote area);
- The Project involves uses in which irreversible damage could result from any potential environmental accidents associated with the Project; or
- The phasing of the proposed consumption of resources is not justified (e.g., the Project involves a wasteful use of energy).

Although irreversible environmental changes may occur, as discussed below, with implementation of the Project, or Alternative D2, it is important to consider the nature of the TS/MRF project. Specifically, if Alternative D2 is not approved, long-term traffic and air quality impacts could be greater as a result of the ongoing need for disposal and recycling, and the need to transport waste to outlying landfills without the value of a TS/MRF service.

The Project would consume limited, slowly renewable, and non-renewable resources. During the Project the following types of resources would be consumed: aggregate materials used in concrete and asphalt including sand, gravel, and stone, metals such as steel; petrochemical construction materials such as plastics; and water. Fossil fuels such as gasoline and oil would also be consumed in the use of construction vehicles and equipment and operation of trash and transfer trucks. However, this consumption would not be excessive or out of line with other industrial activities in the City of Los Angeles or

Southern California. Neither the expanded green and wood waste operation nor construction of the new TS/MRF represents a large commitment of such resources. (DEIR, p. 5-3.)

Subsequent use and maintenance of the Project site (Phase II) would also require the use of nonrenewable resources such as electricity, water, and petroleum based fuel. The Project would add traffic to local roads. However, the operation of the new TS/MRF does not involve consumption or resources beyond those normally associated with industrial activities nor would it represent a large commitment of such resources. Moreover, the proposed new MRF facility would facilitate reuse and recycling of materials, such as aluminum and metals that would otherwise need to produced from nonrenewable resources. (DEIR, p. 5-3.)

Potential irreversible damage from environmental accidents associated with the Project are unlikely and would be avoided by compliance with existing conditions on the landfill, mitigation measures proposed in the EIR, and existing City, County, State, and federal safety regulations. (DEIR, p. 5-3.) The Project would not commit the site to permanent use as a TS/MRF and green and wood waste processing facility. Future use of the landfilled portion of the site would be restricted in use because construction of buildings is not permitted over landfilled areas. However, this commitment was made at the time the site was first used as a landfill nearly 50 years ago and does not result from the proposed Project. (DEIR, p. 5-3.)

2. **Impacts Found Not To Be Significant Prior To Mitigation** The City of Los Angeles Planning Department prepared an Initial Study/NOPs for the Project, that determined that the proposed Project would not have the potential to cause project-specific or cumulative significant impacts in the following areas: Agricultural Resources, Biological Resources, Cultural Resources, Mineral Resources, Population and Housing, Public Services, Recreation, Utilities/Water, Solid Waste, and Land Use. These impacted categories are summarized in the following:

   a. Agricultural Resources

      The project site has been used for landfill operations since 1958 and does not include any State-designated agricultural lands. According to the Los Angeles County Important Farmland Map, the project site is not included in the Important Farmland category. The project site is not zoned for agricultural use, nor is it subject to a Williamson Act Contract.

   b. Biological Resources

      The project site is already disturbed and has been used for landfill operations since 1958. No removal or modification of habitat would occur as a result of activities associated with either Phase I or Phase II of the proposed Project. No sensitive species are located on the project site. No riparian habitat, wetlands, or other sensitive habitat areas are located on the project site. The project site does not possess any characteristics of wetlands as defined in Section 404 of the Clean Water Act. The project site does not serve as a wildlife corridor and is not directly linked to areas with undisturbed habitat.

      All trees presently located on the project site have been planted as part of the site landscaping. No trees would be removed as part of the proposed Project and no trees subject to the provisions of the Oak Tree Preservation Ordinance would be

affected by the proposed Project. No approved local, regional, or state habitat conservation plans are applicable to the project site.

c. Cultural Resources

A records search was conducted for the project site by the South Central Coastal Information Center (SCCIC) on March 6, 2002. According to this records search, there are no properties listed in the National Register of Historic Places, the California State Historic Resource Inventory, the California Historical Landmarks or the California Points of Historic Interest on the project site.

All movement of soils required in order to bury refuse would occur in already disturbed areas within the existing landfill cap, which is located above the surrounding natural grade of the area. All soil used for cover operations is imported. No new subsurface excavations would be required in undisturbed areas under either Phase I or Phase II. As such, the potential for recovering any unique paleontological resources is extremely limited. A records search was conducted for the project site by the SCCIC on March 6, 2002. According to the records search, no prehistoric or historic archaeological sites or isolates have been identified within one-half mile of the project site. The proposed Project would not have the potential to encounter human remains.

d. Mineral Resources

The project site is located in a Mineral Resource Zone 2 Area (MRZ-2) and a Surface Mining District (G). No oil extraction activities have historically occurred or are presently conducted on the project site. Mineral extraction activities that are presently ongoing in the area of the landfill would not be affected by activities under Phase I or Phase II of the proposed Project. Activities associated with the proposed Project would not represent conversion of existing or potential mineral extraction uses to another use.

e. Population and Housing

Neither Phase I nor Phase II of the proposed Project includes any residential units and therefore would not result in a direct increase in permanent population growth in Los Angeles. Neither phase involves demolishing existing housing. Under Phase II of the proposed Project, on-site employment would increase by approximately 28 permanent, non-construction jobs in 2007 and 115 jobs by 2012. SCAG projections for the approximate three (3) mile radius from the project site estimate job growth of 11,401 between 2005 and 2010 and 9,350 jobs between 2010 and 2015 in this area. The projected job growth at the BLRC would be within this forecast. Moreover, the BLRC site is adjacent to the City of Los Angeles Northeast Valley Enterprise Zone. Although not within the Enterprise Zone, the projected job growth at the BLRC would enhance economic activity in the area and would be consistent with the intent of the Enterprise Zone. This employment growth would not induce substantial housing growth in the area.

f. Public Services

The Los Angeles Fire Department (LAFD) services to the project area. The nearest fire station is located at 8943 Glenoaks Boulevard (approximately 1.5 miles north of the project site). Under Phase I of the proposed Project, existing landfill operations

would continue and no increase in demand for fire protection services would occur. Under Phase II of the proposed Project, the existing landfill operation would be converted to a TS/MRF operation and demand for LAFD's services would be similar to the existing demand. Therefore, impacts related to fire protection services would be less than significant.

The City of Los Angeles Police Department (LAPD) provides police protection services in the project area. The project site has fences, walls, and gates to control unauthorized access to the site. A camera monitors and records gate and scale transactions 24 hours per day. Under Phase I of the proposed Project, existing landfill operations would continue. No new demand for LAPD services would be associated with Phase I of the proposed Project. Under Phase II of the proposed Project, the existing landfill operations would be converted to a TS/MRF operation, which would not generate new demand of LAPD services. Therefore, impacts related to police protection services would be less than significant.

Neither Phase I nor Phase II of the proposed Project would generate permanent population growth in Los Angeles. Further, the project would not generate substantial new employment on the site. The Proposed Project would not generate any additional demand for school facilities, parks or other public facilities such as libraries and therefore, no impact on school services.

g. Recreation

Neither Phase I nor Phase II of the proposed Project would result in substantial new employment or population growth. Thus the Proposed Project would not create any additional demand for public park facilities. No construction or expansion of park facilities would occur as a result of the Proposed Project. Therefore, no impact to recreational facilities would occur.

h. Utilities/Water
Under Phase I of the proposed Project, existing landfill operations would continue and construction of the TS/MRF would occur. The amount of water required for the operation of the landfill would not change. Some water may be required for wetting down of grading surfaces during the construction of the TS/MRF, but this amount would be minimal. Under Phase II of the proposed Project, overall water consumption would decrease because of reduced water usage for wetting down areas undergoing movement of soils. Therefore, impacts on water consumption would be less than significant.

i. Solid Waste
The project site is an existing and operational landfill. Under Phase I of the proposed Project, existing landfill operations would continue and the landfill would remain available to serve the need for regional disposal capacity. Under Phase II of the proposed Project, the facility would remain available to serve regional disposal needs by providing for the efficient transfer of solid waste as well as providing increased capabilities for the processing of recyclable materials. Solid waste would be transferred from the proposed TS to other Waste Management-owned landfills that have already been permitted, including Lancaster, Antelope Valley and El Sobrante.

j. Land Use: NOTE: References to the Transitional Vertical Expansion are no longer applicable, as discussed above.

The Bradley Landfill is surrounded primarily by industrial uses (e.g., other landfills/gravel mines/industrial uses, and LADWP) and commercial uses. The nearest area zoned for residential uses is located approximately 350 feet away from the property boundary. The two closest residences to the property boundary are approximately 75 and 225 feet away in an area that is zoned for Industrial. These residences are located 900 and 975 feet, respectively, from the TS/MRF and 2,577 feet and 2,817 feet, respectively, from the green/wood waste operation. The increase in the maximum height of the landfill would not change the operations and procedures of the existing landfill. Since no changes would occur in the procedures governing the operation of the landfill, the landfill would continue to be compatible with the immediately surrounding land uses.

The green/wood waste operation and the existing MRF operation would be expanded to accommodate additional quantities of material. The expansion of these operations would occur in the existing locations; however, no changes would occur in the way that they are operated. Therefore, no land use compatibility impacts are anticipated as a result of proposed activities on Bradley East under Phase I.

3. **Impacts Found Not To Be Significant Prior To Mitigation, Where Mitigation Nonetheless Provided To Further Reduce Impacts**

   a. **Hydrology And Water Quality**

      i. **Description of Environmental Effects:** (NOTE: References to the Transitional Vertical Expansion are no longer applicable, as discussed above.)

      Impact 4.8-1: The proposed vertical landfill expansion (no longer proposed) would maintain the current amount of pervious surfaces subject to runoff and would not increase the amount of impervious surface area or the volume of surface water runoff or degrade surface water quality. (Less Than Significant) Current landfilling operations take place only on the top deck of the fill area and this is the only portion of the landfill where relatively pervious daily cover surfaces exist. The side slopes all have somewhat less pervious intermediate cover. The vertical expansion would continue this method of filling and the relative ratio of daily to intermediate cover would not change.

      Impact 4.8-2: The defunct proposed vertical expansion of the landfill could impact groundwater quality if the Leachate Collection and Recovery System (LCRS) would be unable to handle increased leachate generation or if the increased weight of landfilled material would affect the landfill liner, LCRS, or landfill gas collection and control systems. (Less Than Significant) Under the proposed transitional vertical expansion, no change in existing operations would occur. The project will continue to be designed and operated in compliance with LARWQCB's WDR Order #94-059 dated June 13, 1994 (or revised WDR issued by the LARWQCB); MRP #6434 dated November 1, 1996 (or revised MRP); Corrective Action Program dated June 1, 1994 as amended by LARWQCB letter dated July 12, 1994; and Title 27 Code of California Regulations (CCR) regulations for water quality protection related to disposal to land.

      Groundwater quality could be impacted by the proposed transitional height increase in the landfill in four possible ways: (1) if the additional waste that would be disposed at the landfill if the vertical expansion was approved would generate leachate volume that would exceed the capacity of the LCRS; (2) if the increased

weight of the additional waste would undermine the integrity of the landfill liner system; (3) if the increased weight of the additional waste would undermine the integrity of the LCRS; or (4) if the increased weight of additional waste would affect the integrity or operation of the landfill gas collection and recovery system.

Based on the HELP analysis, it was concluded that the proposed vertical expansion would not increase the leachate production rate for the facility. Since the leachate generation rate is not expected to increase due to the vertical expansion and therefore would not exceed the capacity of the existing LCRS, the project will not increase the risk of groundwater quality degradation from this source.

The results of the static and seismic stability evaluations indicate that the proposed vertical expansion of the BLRC to an elevation of 1,053 feet above MSL will meet the regulatory mandated stability criteria. Therefore, the increased weight of solid waste that would be permitted under the proposed transitional vertical expansion would not undermine the integrity of the landfill liner systems.

The LCRS is constructed of schedule 80 PVC pipe with an outside diameter of four inches. Pipe wall buckling and pipe wall crushing calculations were performed for the loading conditions that would result from the proposed transitional landfill height increase. The analysis concluded that the existing LCRS system can withstand the effect of the overburden pressure imposed by the proposed vertical expansion to an elevation of 1,053 feet above MSL. Therefore, the proposed transitional vertical expansion would not undermine the integrity of the LCRS.

SCS Engineers prepared an analysis addressing the potential for the increased weight of the additional waste under the proposed Project. This analysis concludes that "the additional depth of refuse contemplated by the (proposed transitional vertical expansion) will not impact the ability of the gas collection and control system to prevent the migration of landfill gas". The landfill gas management system is continuously monitored and maintained and upgraded to meet gas control needs. Continued operation of this system through the active life of the landfill and through the post-closure period will assure that groundwater quality is protected from impacts by landfill gas migration.

There are no drinking water production wells within one mile of the project site. The nearest water production well, located approximately 1,000 feet south of the landfill, is that used by Calmat for processing mined sand and gravel. In summary, because leachate production will not increase, the landfill liner and LCRS will not be compromised by the increased waste mass, the landfill gas collection system will be able to collect and control the increased landfill gas produced, and groundwater will continue to be monitored, the proposed Project would not have a significant impact on groundwater quality and would not create pollution, contamination or nuisance. The proposed Project would not violate any water quality standards or waste discharge requirements, or otherwise substantially degrade the water quality. Therefore, impacts to groundwater quality from the proposed transitional vertical expansion would be less than significant. Nevertheless, mitigation measures are recommended.

Impact 4.8-3: The proposed vertical expansion of the existing landfill would not expose people to significant impacts related to flooding. (Less Than Significant) Under the proposed transitional expansion, no change in existing landfill

operations would occur. The proposed transitional height increase would increase only the vertical height of the project site and would not increase the amount of impervious surface subject to precipitation, resulting in no increase in the volume of surface water runoff. As noted above, drainage facilities are more than sufficient to handle runoff from the 50-year, 96-hour storm. All runoff from the landfill is retained on-site in the storm water basin. Therefore, this component of the Proposed Project would not result in or expose people to significant impacts related to flooding and impacts related to flooding at the project site would be less than significant.

Impact 4.8-4: Construction of the TS/MRF could impact the ability of the facility to handle surface water flows. (Less Than Significant) The construction of the new TS/MRF would increase the amount of paved impervious surfaces at the TS/MRF site. The proposed construction comprises approximately 9.0 acres (4.3%) of the project site. Although the volume of runoff would increase as a result of constructing the new TS/MRF, design of the proposed TS/MRF would include provisions for handling increased runoff in conjunction with the existing drainage facilities located within the BLRC site and implementation of BMPs. The drainage from the TS/MRF would continue to be directed to the adjacent on-site retention basin which has sufficient capacity to accommodate all flows from the 50-year return frequency, 96-hour duration storm, including the additional flows that would result from construction of the new TS/MRF.

Construction of the new TS/MRF would not have a significant impact on the ability of the facility to handle surface water flows or cause regulatory standards to be violated, as defined in the applicable NPDES stormwater permit. The construction of the new TS/MRF would not create or contribute to runoff water which would exceed the capacity of existing or planned stormwater drainage systems. Additionally, the construction of the new TS/MRF would not contribute to flooding in the area because all stormwater is contained on-site. Therefore, impacts on surface water drainage from the construction of the TS/MRF would be less than significant.

Impact 4.8-5: Construction of the TS/MRF could impact surface and groundwater quality. (Less Than Significant) Three general sources of short-term construction-related storm water pollution associated with the construction of the TS/MRF are 1) the handling, storage, and disposal of construction materials containing pollutants; 2) earth moving activities which, when not controlled, may generate soil erosion and transportation via storm runoff or mechanical equipment; and 3) the maintenance and operation of construction equipment.

The project construction site will contain a variety of construction materials that are potential sources of storm water pollution. Generally, routine safety precautions for handling and storing toxic and hazardous materials may effectively mitigate the potential pollution of storm water by these materials. These same types of common sense, "good housekeeping" procedures can be extended to non-hazardous storm water pollutants such as sawdust and other solid wastes. Poorly maintained vehicles and heavy equipment that leak fuel, oil, antifreeze or other fluids on the construction site are also common sources of storm water pollution and soil contamination. With the implementation of the identified BMPs, short-term water quality impacts would be less than significant.

Since the construction of the TS/MRF each involves clearing, grading, and excavation of one or more acres, a General Construction Activity Storm Water Permit must be obtained for each project from the SWRCB prior to the start of construction. Alternatively, a consolidated permit may be obtained to cover both construction projects. The NPDES requires a Notice of Intent to be filed with the SWRCB. By filing an NOI, the developer agrees to the conditions outlined in the General Permit. The SWPPP identifies which structural and nonstructural BMPs will be implemented. With the implementation of the BMPs, short-term surface water quality impacts would be less than significant. The BMPs would also work to limit the infiltrations of contaminants to groundwater as a result of construction of the proposed TS/MRF. Furthermore, groundwater quality would continue to be monitored at the project site. Therefore, impacts to water quality would be less than significant.

Impact 4.8-6: Construction of the TS/MRF would not expose people to significant impacts related to flooding. (Less Than Significant) The construction of the new TS/MRF would increase the amount of impervious surfaces and the amount of surface runoff area. Although the volume of runoff would increase, the capacity of the site drainage courses is sufficient to accommodate twice the volume of flows from the 50-year return frequency, 96-hour duration storm. The drainage from the TS/MRF construction would be directed to the adjacent on-site retention basin which shall accommodate flows from the 50-year return frequency, 96-hour duration storm. Therefore, the construction of the new TS/MRF would not result in or expose people to significant impacts related to flooding and impacts related to flooding at the project site would be less than significant.

Impact 4.8-7: Expansion of operations at the green/wood waste facility and existing materials recovery facility could increase the amount of impervious surfaces and impact the ability of the facility to handle surface water flows or introduce new sources of surface/groundwater contamination. (Less Than Significant) Additional paved or covered areas associated with the expanded operations will be approximately 40,000 square feet (less than one acre). The same dry commercial loads and recyclable materials would continue to be handled so that no new sources of surface or groundwater contamination would be introduced to the area.

Although the volume of runoff would increase due to the combined increase in impervious areas, design of the green waste and existing MRF expansion would include provisions for handling increased runoff in conjunction with the existing drainage facilities located within the BLRC. The drainage from these areas would continue to be directed to the temporary retention pond and pumped to the on-site retention basin which is more than sufficient to accommodate flows from the 50-year return frequency, 96-hour duration storm. Therefore, impacts of these components of the Proposed Project related to surface water runoff would be less than significant.

Impact 4.8-8: Landfill final closure and post-closure activities would not create or contribute to runoff water which would exceed the capacity of existing or planned stormwater drainage systems. (Less Than Significant) Landfill final closure activities would be designed to meet the requirements of CCR Title 27 and would be subject to a Final Closure Plan approved by the City of Los Angeles Environmental Affairs Department Solid Waste Management Program (the LEA), Regional Water Quality Control Board and California Integrated Waste Management Board. The proposed Project would not create or contribute to

runoff water which would exceed the capacity of existing or planned stormwater drainage and retention systems or provide substantial additional sources of polluted runoff. Therefore, impacts related to surface water and drainage would be less than significant.

Impact 4.8-9: Landfill closure and post-closure activities would not violate any water quality standards or waste discharge requirements, or otherwise substantially degrade water quality (Less Than Significant). During Phase II landfill closure and post-closure activities, surface runoff quality would be protected by applicable erosion control practices and retention of all storm water in the on-site basin. Ongoing maintenance and operational adjustments to the landfill gas collection and control system would continue to be implemented to preclude groundwater impacts from gas migration. Leachate which reaches the bottom of the landfill would continue to be collected in the sumps and pumped out and disposed of properly. The treated leachate from BLRC would continue to be tested on a quarterly basis to ensure compliance with Bureau of Sanitation sewer discharge requirements pursuant to the Waste Water Discharge Permit. The groundwater monitoring would continue to be measured to ensure that there is adequate separation between the landfill base and the groundwater table. If levels rise to within 25 feet of the landfill, the results are communicated to appropriate agencies and the groundwater spreading operations at the Hansen spreading grounds upgradient of the landfill are halted termporarily until levels fall below 25 feet.

The closure and post-closure maintenance of the landfill would not have a significant impact on surface water quality and would not create pollution, contamination, or nuisance. The Phase II closure and post-closure of the landfill would not expand the area affected by contaminants; result in an increased level of groundwater contamination; or cause regulatory water quality standards at an existing production well to be violated. The Phase II closure and post-closure of the landfill would not violate any water quality standards or waste discharge requirements, or otherwise substantially degrade the water quality. Therefore, impacts to surface and groundwater quality would be less than significant.

Impact 4.8-10: Landfill closure and post-closure activities associated with the proposed Project would not expose people or property to flooding impacts. (Less Than Significant) Although the project site is located within a 100-year floodplain, the Phase II closure and post-closure of the landfill would not result in or expose people to significant impacts related to flooding because it would include on-site drainage facilities capable of handling runoff from the 50-year storm event. The Phase II closure and post-closure of the landfill would also not cause flooding during the projected 50-year developed storm event due to retention of stormwater in the on-site drainage basin. Therefore, this component of Phase II would not cause any significant impacts related to flooding at the project site.

Impact 4.8-11: Operation of the new TS/MRF could create or contribute to runoff water which would exceed the capacity of existing or planned stormwater drainage systems. (Less Than Significant) Runoff generated during operation of the proposed TS/MRF would be handled by the modifications to the storm drainage system that would be constructed when the TS/MRF is constructed in Phase I. No additional runoff beyond that associated with the construction of the TS/MRF would result from operation of the TS/MRF. The operation of the proposed TS/MRF would not create or contribute to runoff water which would

exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Therefore, impacts of this component of Phase II would be less than significant.

Impact 4.8-12: Operation of the TS/MRF would not violate any water quality standards or waste discharge requirements, or otherwise substantially degrade the water quality (Less Than Significant). Operation of the proposed TS/MRF would be incorporated into the existing Stormwater Pollution Prevention Plan (SWPPP) for the landfill and will identify which structural and nonstructural BMPs will be implemented. The TS/MRF will be located in an entirely enclosed structure designed to provide odor, dust, and litter control. Items pulled from the wastestream a result of loads checks would be stored in a hazardous materials locker located inside the building with appropriate secondary containment until properly disposed. Since the operation will be enclosed and under a roof, no storm water will contact materials being stored or sorted inside. On occasion, baled recyclables awaiting shipment to market may have to be temporarily stored outside. However, the BMPs are designed to minimize storm water contact. Storm water running off the building and surrounding paved area of the TS/MRF will be directed to the on-site retention basin. Operation inside the building combined with BMPs for the facility will result in less than significant impacts to surface water quality. Because the TS/MRF does not involve deposition of waste below ground, no impacts to groundwater quality will occur.

The TS/MRF portion of the proposed Project would not have significant impact on groundwater or surface water quality and would not create pollution, contamination, or nuisance as defined in Section 13050 of the California Water Code (CWC) or that cause regulatory standards to be violated, as defined in the applicable NPDES stormwater permit. The proposed Project would not expand the area affected by contaminants; result in an increased level of groundwater contamination; or cause regulatory water quality standards at an existing production well to be violated. The proposed Project would not violate any water quality standards or waste discharge requirements, or otherwise substantially degrade the water quality. Therefore, impacts to water quality would be less than significant.

Impact 4.8-13: Operation of the TS/MRF would not expose people or property to flooding impacts (Less Than Significant). During the design of the proposed TS/MRF, drainage facility modifications would be included to accommodate runoff from the 50-year, 96-hour storm. The operation of the TS/MRF would also not cause flooding during the project 50-year developed storm event. Impacts related to flooding would be less than significant.

ii. **Mitigation Measures**

4.8-3 The Applicant will re-calculate drainage flows based on additional impervious surfaces to ensure drainage facilities can continue to accommodate the 50-year, 96-hour storm. The Applicant shall document the results of the calculations for the City of Los Angeles Department of Public Works, Bureau of Engineering and the LARWQCB, City of Los Angeles Department of Public Works Bureau of Sanitation, and the County of Los Angeles Department of Public Works. (FEIR, p. 3-1245.)

iii. Findings

The above mitigation measure shall be implemented in order to ensure that increased runoff is properly directed to the existing on-site drainage facilities and that adequate capacity remains available in the existing system to handle all flows generated on-site. Changes or alterations have been required in, or incorporated into the Project that reduce the potentially significant environmental hydrology impacts to less-than-significant levels. No additional mitigation measures are necessary to render the effects less than significant. The project will avoid the significant environmental effect as identified in the Final EIR.

Cumulative Impacts: As discussed on Page 2-67 of the Final EIR, the project will not result in cumulatively significant impacts to surface water runoff or drainage because the project will not contribute incrementally to surface water runoff or drainage.

iv. Rationale for Findings

The proposed change to the green/wood waste operation would be an increase in the permitted operation to 2,500 tpd. This increase would provide additional capacity to process green and wood waste materials that are currently processed elsewhere. The proposed change to the green and wood waste processing operation would add another green waste enclosure and increase impervious surface area by approximately 40,000 square feet. Operating procedures will not change, will continue to comply with applicable regulatory requirements, and no new sources of surface or groundwater contamination will be introduced. The proposed change to the existing MRF operation would increase processing of recyclable materials to a maximum of 99 tpd until the new TS/MRF is operational. The existing MRF would close at that time and its operations would be subsumed by the new TS/MRF. Additional paved or covered areas associated with the expanded operations will be approximately 40,000 square feet (less than one acre). The same dry commercial loads and recyclable materials would continue to be handled so that no new sources of surface or groundwater contamination would be introduced to the area.

Although the volume of runoff would increase due to the combined increase in impervious areas, design of the green waste and existing MRF expansion would include provisions for handling increased runoff in conjunction with the existing drainage facilities located within the BLRC. The drainage from these areas would continue to be directed to the temporary retention pond and pumped to the on-site retention basin which is more than sufficient to accommodate flows from the 50-year return frequency, 96-hour duration storm. Therefore, impacts of these components of Alternative D2 related to surface water runoff would be less than significant with mitigation. (DEIR, pp. 4.8-31 to 4.8-32.)

4. Environmental Impacts Found To Be Less Than Significant After Mitigation.

a. Transportation/Circulation:

i. Description of Environmental Effects

The proposed Project would generate additional traffic which could affect the existing traffic load and the capacity of the street system serving the project area (Potentially Significant Unless Mitigated). The Phase I component of the proposed Project is anticipated to generate 3,435 daily trips with 312 during the a.m. peak hour and 364 during the p.m. peak hour. This is expected to result in significant impacts at three study intersections. In addition to the increase in operations proposed under Phase I, construction of the proposed TS/MRF would occur during Phase I. Total import of soil required to construct the building pad for the TS/MRF is expected to be approximately 163,500 cubic yards. Site preparation for construction, including excavation and grading, will take about 83 days. With truckloads of about 16 cy per load, this will equate to approximately 120 truck loads, or 240 trips, of soil import per day.

During the remainder of the construction period, lower traffic impacts would be expected to result from construction of the TS/MRF. An average of 30 to 35 truck deliveries per day would be expected (although 100 truck deliveries could occur on days when concrete is being poured). Following framing, a total of 30 to 50 construction workers would be at the project site. Trip generation associated with construction workers would be approximately 20-35 automobile trips during each of the a.m. and p.m. peak hours. The traffic volumes generated by the construction of this component of the Proposed Project would be temporary and short-term. Impacts would not exceed those that would result during the import of dirt.

The Phase II construction is anticipated to generate approximately 4,399 daily trips with 406 during the a.m. peak hour and 405 during the p.m. peak hour. This is anticipated to result in significant impacts at four study intersections. At Project Completion it is anticipated that the project would generate approximately 3,960 daily trips with 365 during the a.m. peak hour and 367 during the p.m. peak hour. This is anticipated to result in potentially significant impacts at three study intersections.

Cumulative Impacts: As discussed on Pages 2-25 & 2-24 of the Final EIR and tables 4.3-12, 4.3-13, 4.3-14, 4.3-16, 4.3-17, ad 4.3-18 of the Draft EIR, the project may result in cumulatively significant traffic impacts unless the impacts can be mitigated.

ii. **Mitigation Measures**

4.3-1 Bradley Avenue and Tuxford Street –Post signs prohibiting parking on the north side of Tuxford Street east of Bradley Avenue and on the south side of Tuxford Street west of Bradley Avenue to convert existing east and westbound lane configurations from left turn lane, through lane and shared through/right to a dedicated left turn lane, two through lanes, and dedicated right turn lane. Applicant shall pay its fair share toward funding the Automated Traffic Surveillance and Control (ATSAC)/Adaptive Traffic Control System (ATCS) signal system improvements for this intersection and any fees paid by the applicant pursuant to the ATSAC/ATCS program shall be used by the City solely for the improvements needed at this intersection.

4.3-2 I-5 Southbound On/Off Ramps and Penrose Street – Design and install a new traffic signal at this currently unsignalized location through the

Golden State Corridor ATSAC/ATCS program. The fee under the ATSAC/ATCS is currently $143,000 per intersection. The applicant shall contact the LADOT prior to payment to determine the actual cost at the time of payment.

4.3-3 Bradley Avenue and Penrose Avenue: – Applicant shall pay its fair share toward funding a new traffic signal at this currently unsignalized location through the Golden State Corridor ATSAC/ATCS program and any fees paid by the applicant pursuant to the ATSAC/ATCS program shall be used by the City solely for the improvements needed at this intersection. The fee under the ATSAC/ATCS is currently $143,000 per intersection, The applicant shall contact the LADOT prior to payment to determine the actual cost at the time of payment.

4.3-4 San Fernando Road and Sheldon Street – Applicant shall pay its fair share toward funding the City of Los Angeles expanded signal system improvement for this intersection through the ATSAC/ ATCS and any fees paid by the applicant pursuant to the program shall be used by the City solely for the improvements needed at this intersection. This improvement will provide for increased capacity at the intersection. The ATSAC/ATCS provides signal synchronization through monitoring upstream and downstream traffic volumes and delay. The synchronization is enhanced through computer enhancement and manual monitoring by a centralized control system.

4.3-5 Glenoaks Boulevard and Tuxford Street – Applicant shall pay its fair share toward funding the ATSAC/ATCS signal system improvements and any fees paid by the applicant pursuant to the program shall be used by the City solely for the improvements needed at this intersection.

4.3-6 San Fernando Road and Tuxford Street – Participate in the contribution towards funding for the ATSAC/ATCS expanded signal system improvements.

The conditions of approval specify alternative physical improvements at four of the above intersections. These measures will be as effective in mitigating project traffic impacts as the implementation of the signal system improvements specified above. Therefore, traffic impacts will be less than significant than significant irrespective of which measures are implemented.

iii. **Findings**

The potentially significant project-specific and cumulative traffic impacts can be minimized through Mitigation Measures 4.3-1 thru 4.3-5. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant environmental effect as identified in the DEIR. No additional mitigation measures are necessary to render the effects less than significant. The Commission hereby directs that this mitigation measure be adopted. The Commission, therefore, finds that changes or alterations have been required in, or incorporated into, the project that avoid the significant environmental effect as identified in the Final EIR.

iv. **Rationale for Findings**

The Phase I component of Alternative D2 is anticipated to generate 3,435 daily trips with 312 during the a.m. peak hour and 364 during the p.m. peak hour. This is expected to result in significant impacts at three study intersections. In addition to the increase in operations proposed under Phase I, construction of the proposed TS/MRF would occur during Phase I. Total import of soil required to construct the building pad for the TS/MRF is expected to be approximately 163,500 cubic yards. Site preparation for construction, including excavation and grading, will take about 83 days. With truckloads of about 16 cy per load, this will equate to approximately 120 truck loads, or 240 trips, of soil import per day.

During the remainder of the construction period, lower traffic impacts would be expected to result from construction of the TS/MRF. An average of 30 to 35 truck deliveries per day would be expected (although 100 truck deliveries could occur on days when concrete is being poured). Following framing, a total of 30 to 50 construction workers would be at the project site. Trip generation associated with construction workers would be approximately 20-35 automobile trips during each of the a.m. and p.m. peak hours. The traffic volumes generated by the construction of this component of Alternative D2 would be temporary and short-term. Impacts would not exceed those that would result during the import of dirt.

The Phase II construction is anticipated to generate approximately 4,399 daily trips with 406 during the a.m. peak hour and 405 during the p.m. peak hour. This is anticipated to result in significant impacts at four study intersections. At Project Completion it is anticipated that the project would generate approximately 3,960 daily trips with 365 during the a.m. peak hour and 367 during the p.m. peak hour. This is anticipated to result in significant impacts at three study intersections. (FEIR, pp. 2-22 thru 2-23.)

b. **Aesthetics/View:**

i. **Description of Environmental Effects:** (NOTE: References to the Transitional Vertical Expansion are no longer applicable, as discussed above.)

Impact 4.6-1: The increase in height of the landfill by 43 feet during Phase I would not significantly impact the view of the project site from the surrounding area (Less Than Significant). Implementation of Phase I of the proposed Project would raise the maximum height of the landfill by 43 feet to 1,053 feet above msl. The appearance of the landfill would be similar to its present condition; only higher. The look of the landfill would not change with the implementation of Phase I of the proposed Project. More of the mound of dirt would be visible above the fencing and vegetation. The landfill would still be fenced, the finished slopes would be landscaped, and the landfill would continue to implement the required measures in the approved Zone Variance. Eliminating the vertical expansion would eliminate this impact entirely. Visual impacts would be less than significant.

The areas where the TS/MRF, and expanded green/wood waste and MRF area are located would not be visible from the area immediately outside of the project site. These areas are visible from Shadow Hills, but would have a visual appearance similar to the existing site.

Impact 4.6-3: No new sources of light would occur as a result of the increased height of the landfill or the construction of the new TS/MRF or the expansion of the existing greenwaste area. New sources of glare may be introduced from the construction of the TS/MRF, but the facility would be hidden from view. (Less Than Significant) No substantial increase in on-site lighting is anticipated with implementation of Phase I of the proposed Project. With the vertical expansion of the landfill and the expansion of the existing greenwaste area, the practice of portable light fixtures is anticipated to continue. As needed, portable lighting fixtures would be placed in areas where active work was ongoing. This lighting would continue to be shielded and directed on-site and would not increase the lighting levels experienced by off-site receptors. Additionally, no permanent lighting fixtures would be placed by the administrative office or parking lots. Construction of the TS/MRF would occur during the daylight hours and would not require the placement of any temporary/portable lighting fixtures. The area of the landfill where the TS/MRF would be placed is not visible from most of the surrounding area but may be visible from San Fernando Road. Since no additional lighting sources would be utilized during construction activities, no lighting impacts would occur.

No additional sources of glare would be introduced with the increase in the height of the existing landfill. Some glare may be experienced from the trash trucks driving to the working face of the landfill as well as equipment operating at the working face. However, this would be the same as the glare currently experienced from existing operations. Construction of the TS/MRF may introduce new sources of glare, including the metal siding of the facility. However, this facility would be hidden from view from the surrounding land uses and would not represent a new source of glare that would adversely affect day or nighttime views in the area. Therefore, impacts from glare would be less than significant.

Impact 4.6-4: Complete closure of the landfill at the increased height would significantly impact the views available of the surrounding area. (Significant) (NOTE: References to the Transitional Vertical Expansion are no longer applicable, as discussed above. Therefore, this impact is Less Than Significant.)

The maximum height of the landfill upon complete closure would be at 1,053 feet msl. This height is identical to the maximum height of the landfill under the expansion in Phase I. The available views of the landfill and the surrounding area would be the same as those impacts discussed under Phase I. Upon closure of the landfill, the landfill would be vegetated with shrubs and plant cover according to the conditions outlined in the zoning variance discussed above. This would add some visual relief to the views of the large mound of dirt. Subsequent to landfill closure, natural settlement would occur which would reduce the elevation of the landfill cap. However, the closed landfill would still block views of the surrounding mountains from the area located south of San Fernando Road. Therefore, impacts to views of and through the project site would continue to be significant though Phase II of the Master Plan.

Impact 4.6-5: Lighting from the operation of the transfer station could be visible from the surrounding area and may increase the overall lighting conditions in the area. (Potentially Significant Unless Mitigated) No substantial increase in on-site lighting is anticipated with implementation of Phase II of the proposed Project. Currently, the parking lots and other areas around the administrative office are equipped with pole or wall mounted lighting for safety and security purposes.

These light sources would remain in place as the administrative offices would continue to be utilized with the operation of the TS/MRF. The TS/MRF would have either permanent lighting or portable lighting fixtures to facilitate operations after daylight hours. The lighting would primarily be outdoor security lighting aimed at the employee parking area and around the facility. This lighting may be visible from San Fernando Road and could increase the lighting conditions in the general area. Lighting impacts of the TS/MRF would be potentially significant.

No additional sources of glare would be introduced with the increase in the height of the existing landfill. Some glare may be experienced from the trash trucks driving to the TS/MRF. However, this would be no more than the amount of glare currently experienced from existing operations. Therefore, Phase II activities would not result in new sources of substantial glare that could adversely affect day or nighttime views of the area and impacts from glare would be less than significant.

ii. **Mitigation Measures**

4.6-1 New lighting sources shall be shielded to direct light downward and onto the Project site and not toward the sky to minimize atmospheric light pollution. (DEIR, p. 4.6-31.)

iii. **Findings**

This impact can be minimized through Mitigation Measure 4.6-1. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant environmental effect as identified in the DEIR. No additional mitigation measures are necessary to render the effects less than significant. Changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effect.

Cumulative Impacts: As discussed on Pages 2-51 of the Final EIR, the project would not result in significant cumulative impacts to the visual environment. Views, or lighting and glare.

iv. **Rationale for Findings**

No substantial increase in on-site lighting is anticipated with implementation of Phase II of Alternative D2. Currently, the parking lots and other areas around the administrative office are equipped with pole or wall-mounted lighting for safety and security purposes. These light sources would remain in place as the administrative offices would continue to be utilized with the operation of the new TS/MRF. The new TS/MRF would have either permanent lighting or portable lighting fixtures to facilitate operations after daylight hours. The lighting would primarily be outdoor security lighting aimed at the employee parking area and around the facility. This lighting may be visible from San Fernando Road and could increase the lighting conditions in the general area. Lighting impacts of the new TS/MRF would be potentially significant. (DEIR, p. 4.6-30.)

The EIR concluded that the increase in height of the landfill would result in a significant impact as to view blockage. Since this component is no longer part of the Project, the current Project's impact would be less than significant.

No additional sources of glare would be introduced with the increase in the height of the existing landfill. Some glare may be experienced from the trash trucks driving to the new TS/MRF. However, this would be no more than the same amount of glare as currently experienced from existing operations. Therefore, Phase II activities would not result in new sources of substantial glare that could adversely affect day or nighttime views of the area and impacts from glare would be less than significant. (DEIR, p. 4.6-30.)

Furthermore, an earthen berm including a fence and vegetative plantings would extend the length of the TS/MRF site parallel to San Fernando Road and would completely screen the roadways into and out of the TS/MRF and the parking area from San Fernando Road. The roadway used by waste transfer and recyclables trucks on the north side of the TS/MRF building would be located below the floor elevation of the TS/MRF building, further screening these trucks from San Fernando Road. The berm and vegetated area would also partially screen the lower levels of TS/MRF building, although the upper levels of the building would be visible from San Fernando Road. This design modification would further reduce visual impacts related to the TS/MRF compared to Alternative D2

As discussed in Section 2.0 of the DEIR, Related Projects, 28 related Projects have been identified in the vicinity of the Project site. The uses associated with these Projects include industrial, recreational, residential, retail, and school uses. Implementation of Alternative D2 in conjunction with the related Projects could result in cumulative changes to the visual environment in the areas surrounding the Project site. Additionally, development of the related Projects would be consistent with the height and mass of existing urban development in this area. Cumulative impacts with regard to the aesthetic and urban design appearance would be consistent with the urban character of the area and would not be cumulatively considerable.

Implementation of Alternative D2, in conjunction with the related Projects, could increase ambient lighting and glare levels in the vicinity of the Project site. These light sources, primarily for safety and security, would be focused on their respective sites and could contribute to small increases in the ambient glow of the area. Additionally, these related Projects could slightly increase the amount of glare in the area from building materials and increased vehicle activity. However, because ambient lighting levels in this area are already high, the impacts of Alternative D2, in conjunction with the related Projects, would not be cumulatively considerable. (DEIR, p. 4.6-31)

c. **Geology/Soils:**

i. **Description of Environmental Effects:** (NOTE: References to the Transitional Vertical Expansion are no longer applicable, as discussed above.)

Impact 4.7-1: The proposed vertical expansion of the landfill could increase the potential for soil erosion to occur (Significant). Washout of cover materials/waste could result from inadequate drainage, particularly uncontrolled high-velocity flows. Earthwork associated with landfilling activities exposes areas of bare earth and loose soil to wind and water erosion. These, in turn, could result in an incremental increase in debris loading and siltation of downstream drainage conveyances.

Because the landfill footprint is not changing and there are no proposed excavation areas or changes to operational landfilling procedures, no new drainage control measures are needed. Construction and extension of existing landfill slopes upward will be accommodated by additional benching and extension of existing down drains. Existing drainage and erosion control measures will continue to be implemented to mitigate the erosion and siltation potential at the project site. Use of such existing drainage and erosion control measures would ensure that any water-borne erosion impacts would be less than significant.

In addition, activities associated with the movement of soil in conjunction with continuing landfill operations as part of the transitional vertical expansion could expose soils to potential wind-borne erosion. Therefore, the potential for wind-borne erosion associated with the proposed transitional vertical expansion would be significant.

Impact 4.7-2: The proposed transitional vertical expansion of the landfill could cause increased slope instability (Less Than Significant). Grading operations at the existing landfill are required to conform to requirements of the City's Building Code related to assuring the stability of engineered slopes. In addition, slope construction is required to be conducted in accordance with the requirements of the Final Grading Plan which will be submitted along with a slope stability analysis as part of the Joint Technical Document (JTD) for the SWFP revision. These requirements would continue to apply to operations on the landfill under the proposed increase in maximum permitted height. Therefore, these activities would not occur on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in collapse. Impacts related to slope stability resulting from the proposed transitional vertical expansion of the landfill would be less than significant.

Impact 4.7-3: Construction activities associated with the TS/MRF could expose soils to potential erosion. (Significant) Activities associated with the movement of soil required to construct the proposed TS/MRF could expose soils to potential wind- and water-borne erosion. Therefore, the potential for wind-borne erosion during construction of the proposed TS/MRF would be significant. There is also potential for erosion to occur during the grading process during periods of heavy precipitation. Construction of the proposed TS/MRF would result in potentially significant impacts related to water-borne erosion. These impacts would be addressed through adherence to the requirements of the General Construction Activity Storm Water Permit that applies to all construction projects involving sites of one acre or greater.

Impact 4.7-4: Construction activities associated with the TS/MRF could result in slope instability on the project site (Less Than Significant). The TS/MRF facility would be located within the facility boundaries of the existing BLRC, on the west side of the existing landfill in a reclaimed sand and gravel mine. Approximately 163,500 cubic yards of fill dirt would be imported to fill the sand and gravel pit and provide an engineered base for the concrete slab foundation. All grading activities would be required to occur under a grading permit issued by the City of Los Angeles Department of Building and Safety, in the process of fulfilling its ministerial responsibilities under the City of Los Angeles Municipal Code, and would conform to the requirements of the City's Building Code. As part of the final design for the TS/MRF, a stability analysis will be performed and submitted to the City along with the Grading Plan, as required by the City's Building Code.

As such, proposed construction of the TS/MRF facility would not be permitted on a geologic unit or soil that is unstable or would become unstable as a result of the project, and potentially result in collapse.

Impact 4.7-6: Landfill closure/post-closure activities could increase the potential for soil erosion to occur (Less Than Significant). Landfill closure activities would have the potential to exposure large areas to the potential effects of soil erosion due to earth movement activities associated with installing the four-foot soil cap over the landfill. The Final Closure Plan for the BLRC will be submitted for review and approval by the LARWQCB, the LEA, and the CIWMB for compliance with, among other things, Title 27 erosion control requirements. The permanent drainage conveyance structures will be designed to accommodate a 50-year, 96-hour storm event. In addition, drainage and erosion control measures will continue to be implemented during closure activities and post-closure maintenance as applicable to mitigate erosion and siltation potential. Use of such existing and proposed drainage and erosion control measures would ensure that any erosion impacts would be less than significant during the closure and post-closure period of the proposed Project.

In addition, activities associated with the movement of soil in conjunction with landfill closure and cap installation could expose soils to potential wind-borne erosion. Therefore, the potential for wind-borne erosion associated with landfill closure activities would be significant.

Impact 4.7-7: Landfill closure and post-closure maintenance activities could result in slope instability (Less Than Significant). A slope stability analysis will be submitted as part of the JTD. In addition, prior to Final Closure, a Final Closure Plan for the BLRC will be submitted for review and approval by the agencies. This review and approval process ensures that adequate engineering measures will be taken to provide an adequate safety margin for slope stability. Therefore, impacts resulting from the Phase II Closure construction activities or post-closure maintenance component of the proposed Master Plan would be less than significant.

Cumulative Impacts. As discussed on Page 2-55 of the Final EIR, the project would not result in cumulatively significant traffic geology and soils impacts.

ii. **Mitigation Measures**

4.7-1 All soil disturbance and travel on unpaved surfaces shall be suspended if winds exceed 25 miles per hour.

4.7-2 Mitigation measures defined in Section 4.4, Air Quality, of this EIR related to site watering and watering of unpaved roads would also address impacts related to wind-borne erosion.

4.7-3 Mitigation measures 4.7-1 and 4.7-2 shall be implemented during construction of the TS/MRF to reduce potentially significant wind-borne erosion impacts.

4.7-4 In order to ensure adherence to the requirements of the City Building Code with respect to site preparation and grading, the following measures shall be incorporated as a Condition of Approval.

4.7-3 All grading activities shall be performed in accordance with the provisions of Chapter IX, Division 70, of the City of Los Angeles Building Regulations Code, Title 14 of the California Code of Regulations and with the rules

and regulations established by the City Department of Building and Safety.

4.7-6 Mitigation measures 4.7-1 and 4.7-2 shall be implemented during landfill closure operations to reduce potentially significant wind-borne erosion impacts.

iii. Findings

Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant environmental effect as identified in the DEIR. No additional mitigation measures are necessary to render the effects less than significant. This impact can be minimized through Mitigation Measure 4.6-1, 4.6-3, 4.7-1 and 4.7-2.

iv. Rationale for Findings

Activities associated with the grading and movement of soil required to construct the proposed TS/MRF could expose soils to potential wind- and water-borne erosion. Therefore, the potential for wind-borne erosion during construction of the proposed TS/MRF would be significant. (DEIR, p. 4.7-9.)

There is also potential for erosion to occur during the grading process during periods of heavy precipitation. Construction of the proposed TS/MRF would result in potentially significant impacts related to water-borne erosion. These impacts would be addressed through adherence to the requirements of the General Construction Activity Storm Water Permit that applies to all construction Projects involving sites of one acre or greater. Wind-borne erosion impacts would be less than significant with implementation of the mitigation measures. (DEIR, p. 4.7-9.)

The new TS/MRF facility would be located within the facility boundaries of the existing BLRC, on the west side of the existing landfill in a reclaimed sand and gravel mine. Approximately 163,500 cy of fill dirt would be imported to fill the sand and gravel pit and provide an engineered base for the concrete slab foundation. All grading activities would be required to occur under a grading permit issued by the City of Los Angeles Department of Building and Safety, in the process of fulfilling its ministerial responsibilities under the City of Los Angeles Municipal Code, and would conform to the requirements of the City's Building Code. In order to obtain the necessary permits, a slope stability report and a geotechnical subsurface investigation report are required. As part of the final design for the TS/MRF, a stability analysis will be performed and submitted to the City along with the Grading Plan, as required by the City's Building Code. As such, proposed construction of the TS/MRF facility would not be permitted on a geologic unit or soil that is unstable or would become unstable as a result of the Project, and potentially result in collapse. Impacts of this component of Alternative D2 would be less than significant. (DEIR, p. 4.7-9.)

Landfill closure activities would have the potential to exposure large areas to the potential effects of soil erosion due to earth movement activities associated with installing the four-foot soil cap over the landfill. The Final Closure Plan for the BLRC is submitted for review and approval by the LARWQCB, the LEA, and the CIWMB for compliance with, among other things, Title 27 erosion control requirements. The permanent drainage conveyance structures will be designed to accommodate a 50-year, 96-hour storm event. In addition, drainage and

erosion control measures will continue to be implemented during closure activities and post-closure maintenance as applicable to mitigate erosion and siltation potential. Use of such existing and proposed drainage and erosion control measures would ensure that any erosion impacts would be less than significant during the closure and post-closure period of Alternative D2. In addition, activities associated with the movement of soil in conjunction with landfill closure and cap installation could expose soils to potential wind-borne erosion. Therefore, the potential for wind-borne erosion associated with landfill closure activities would be significant. Mitigation measures 4.7-1 and 4.7-2 shall be implemented during landfill closure operations to reduce potentially significant wind-borne erosion impacts. (DEIR, p. 4.7-12.)

d. Hazardous Materials

i. **Description of Environmental Effects:** NOTE: References to the Transitional Vertical Expansion are no longer applicable, as discussed above.

Impact 4.9-1: The proposed transitional vertical expansion would not change hazardous materials/waste handling procedures. (Less Than Significant) Phase I of the proposed Master Plan would not alter or in any way affect the types of waste currently accepted for disposal at the Bradley Landfill. The Hazardous Waste Load Check Program, Special Waste Program, and Radioactive Waste Exclusion Program would continue to be implemented under the Proposed Project as a means of detecting and isolating potentially hazardous wastes. These programs would continue to ensure that potentially hazardous materials do not enter the landfill. Therefore, the potential for the proposed continuation of landfill operations, in conjunction with the transitional vertical expansion to result in hazardous impacts would be less than significant.

Impact 4.9-3: Construction of the new TS/MRF would not involve the transport, use or disposal of hazardous materials/waste. (Less Than Significant) Construction of the proposed TS/MRF adjacent to the existing landfill would include the importation of dirt for the foundation, associated grading activities, installation of paving and curbing, and erection of the pre-engineered metal building. No demolition would be required as part of this phase. Construction activities would not involve the transport, use, or disposal of hazardous materials. Therefore, the potential for the proposed construction of the TS/MRF to result in hazardous impacts would be less than significant.

Impact 4.9-4: The increase in existing green and wood waste and MRF operations on Bradley East could increase the potential for hazardous materials to be sent to the site, however, the Project Applicant will continue utilizing existing procedures to eliminate hazardous materials. (Less Than Significant) The proposed change to the green/wood waste operation would be an increase in the permitted operation to 2,500 tpd. This increase would provide additional capacity to process green and wood waste materials that are currently processed elsewhere. Odor and dust control measures would continue to be implemented. The increase in permitted intake at Bradley East's green/wood waste operation would not alter or in any way affect the types of waste currently accepted at the operation. As only green and wood wastes are accepted, no hazardous materials would enter Bradley East. Therefore, the potential for the proposed increase in permitted intake at Bradley East's green/wood waste operation to result in hazardous impacts would be less than significant.

The proposed change to the MRF operation would increase processing of recyclable materials to a maximum of 99 tpd from the existing maximum level of 92 tpd. The increase in permitted levels of recyclables processing would not alter or in any way affect the types of waste currently accepted at the operation such that hazardous and potentially hazardous materials are prohibited at the site. The programs currently utilized for the detection of potentially hazardous waste would continue to ensure that hazardous materials do not enter the landfill. Therefore, the potential for the proposed increase in permitted intake at the MRF to result in hazardous impacts would be less than significant.

Impact 4.9-5: Landfill closure activities would eliminate MSW from entering the project site for disposal. (Less Than Significant) When the existing landfill reaches its maximum capacity or the permits expire on April 14, 2007 (whichever comes sooner), the landfill would be closed and no additional MSW would be accepted for burial. Landfill closure activities would include the impact of dirt and inert waste to provide a four foot soil cap and installation of landscaping features. Therefore, no impacts related to hazardous materials in the landfill would occur.

Impact 4.9-6: Existing procedures would continue to be utilized at the proposed TS/MRF to ensure that hazardous materials are not accepted for processing. (Less Than Significant) If the proposed Project is approved and the landfill approaches a final height of 1,053 ft msl, landfill operations will transition into a TS/MRF operation. MSW would be received, consolidated and transported to other regional landfills. The procedures currently in place at Bradley Landfill for detecting, removing, and processing unexpected hazardous materials would continue to be utilized at the transfer station. Commercial/residential recyclable materials would be received, sorted, and consolidated at the MRF. From the MRF, these materials would be transported to other regional recycled materials processing facilities. All materials would be adequately screened for potential hazards and handled in accordance with existing procedures. Impacts would be less than significant.

ii. Mitigation Measures

Although impacts related to hazardous materials would be less than significant, the following measure is proposed to ensure that hazardous materials are not accepted for processing:

4.9-1 At all entry points for incoming materials, a radiation detection system shall be installed, maintained, and periodically calibrated as approved by the LEA and CIWMB. Testing of such devices shall be conducted yearly.

iii. Findings

Because mitigation is not necessary to avoid potentially significant impacts, the purpose of the above measure is to avoid any acceptance of hazardous materials. Changes or alterations have been required in, or incorporated into, the Project that avoid environmental hazardous materials impacts.

Cumulative Impacts. Because no hazardous materials may be accepted at any operation of the project, there can be no reasonably foreseeable cumulatively significant hazardous materials impacts.

iv. Rationale for Findings

The Transitional Vertical Expansion will not occur. Construction of the new TS/MRF would not involve the transport, use or disposal of hazardous materials/waste. Existing procedures would continue to be utilized at the green and wood waste recycling facility and the proposed TS/MRF to ensure that hazardous materials are not accepted for processing. .

5. Environmental Impacts Found To Be Significant And Unavoidable.

a. Air Quality:

i. Description of Environmental Effects

Impact 4.4-1: Phase I Construction activities would generate emissions from the use of construction equipment as part of the construction of the proposed TS/MRF facility. (Significant) Phase I construction emissions are expected from the following equipment and processes: construction equipment (dump trucks, backhoes, graders, etc.), equipment delivery/on-site travel, heavy diesel trucks (importing fill material), construction worker trips, and fugitive dust associated with site construction activities. Daily construction emissions were calculated for the peak construction day activities in Phase I Construction. Peak day emissions are the sum of the highest daily emissions from employee vehicles, fugitive dust sources, construction equipment and transport activities for the construction period of the TS/MRF. The peak emissions were determined to be: 18 lbs/day VOC, 107 lbs/day CO, 137 lbs/day NOx, 0.9 lbs/day SOx, and 392 lbs/day PM10. The emissions of NOx and PM10 would exceed the SCAQMD thresholds and would be significant. Emissions of all other criteria pollutants would be below SCAQMD thresholds and would be less than significant.

Impact 4.4-2: Phase I Operational activities would generate additional criteria pollutant emissions from operational activities associated with the proposed transitional vertical expansion and increase in green and wood waste processing capacity and expanded MRF operations on Bradley East. (Significant) The total additional operational emissions from the Phase I project are as follows: 120 lbs/day VOC, 500 lbs/day CO, 1,555 lbs/day NOx, 7 lbs/day SOx, and 466 lbs/day PM10. Most of the emissions are associated with additional trips to the facility due to the additional landfill capacity. Other emissions are associated with the additional equipment associated with the expanded green/wood waste operations (including an additional electric grinder) and MRF. The emissions of VOC, NOx, and PM10 would exceed SCAQMD thresholds and would be significant. Emissions of all other criteria pollutants would be below SCAQMD thresholds and would be less than significant.

Impact 4.4-3: During Phase I Construction, construction activities and operational activities occurring concurrently would generate additional criteria pollutant emissions. (Significant) During Phase I Construction, when construction of the TS/MRF is taking place, concurrent emissions from construction and operational activity would occur. The maximum emission levels projected to occur during Phase I Construction, when all activities are taking place simultaneously are as follows: 138 lbs/day of VOC, 607 lbs/day of CO, 1,792 lbs/day of NOx, 7.9 lbs/day of SOx, and 858 lbs/day of PM10. The maximum Phase I Construction emissions of VOC, NOx, and PM10 would exceed SCAQMD thresholds and would be significant. Emissions of all other

criteria pollutants would be below SCAQMD thresholds and would be less than significant.

Impact 4.4-4: As a result of no additional waste disposal during Phase I Operations, additional landfill gas would not be generated which would need to be accommodated by the landfill gas collection and control system presently operated at the landfill (Less Than Significant). The landfill is equipped with a LFG collection and control system that is constructed and operated in compliance with all applicable California Code of Regulations. The LFG system consists of a network of wells and collection piping and appurtenances. The LFG destruction/utilization system consists of three flares, five on-site engine generator sets and a gas compression plant, used to pump collected LFG off-site for use at the Penrose Gas Conversion, LLC power plant.

A LFG recovery projection was prepared using USEPA's LandGEM model, which predicts gas generation based on characteristics of the landfill calibrated to the actual and historical results of the operation of the current system. The analysis demonstrates that the total destruction capacity of the existing LFG system (excluding the gas compressor plant) is 12,222 standard cubic feet per minute (scfm). Even under the proposed transitional vertical expansion, the projected peak most likely recovery rate for LFG is 8,263 scfm in 2007 compared to 7,985 scfm in 2002 under the current permitted capacity, a modest 3.5% increase in gas generation. Even more conservative estimates have concluded that the highest likely recovery rate would be 9,641 scfm in 2007, which is also within the total destruction capacity of the system. Therefore, impacts related to the generation of LFG would be well within the capacity of the existing LFG collection and control system and impacts would be less than significant.

Impact 4.4-5: As a result of no additional waste disposal during Phase I Operations, additional landfill gas would not be generated that could impact the ability of the LFG collection and control system to control surface gas emissions. (Less Than Significant) Impacts related to surface gas emissions would be less than significant.

Impact 4.4-6: Phase I Operation activities would generate additional traffic, which would have the potential to increase localized CO concentrations at intersections near the project site. (Less Than Significant)

Project related traffic during Phase I could cause increased CO concentrations at area intersections as a result of increased traffic congestion. CO concentrations at the six study intersections analyzed range from 3.7 to 8.2 ppm. None of the intersections would experience CO concentrations that exceed the State standard or exceed the incremental additions for non-attainment areas. Impacts related to local CO concentrations would be less than significant.

Impact 4.4-7: Phase I Operation would include an in increase in green and wood waste processing which would have the potential to generate odors. (Less Than Significant). The proposed increase green and wood waste processing that would occur under Phase I Operation would not be expected to generate any additional odors at the facility. The proposed Project would result in no additional waste disposed of at the landfill site until April 14, 2007, which may result in additional odor compared to what is currently being done under existing conditions; however, the landfill will be undergoing closure activities during phase II and taking on final caps of earth. In addition, the odor Best Management

Practices for the green and wood waste operation would continue to be implemented in conjunction with the increased green and wood waste processing capacity. The proposed increase in green and wood waste operation has the potential to increase odors. The Project Applicant is responsible for abiding with an SCAQMD settlement agreement which includes odor mitigation measures and BMPs; the measures included in the agreement are over and above any measures implemented at the site in the past, and would therefore result in a coinciding decrease of odors with the proposed increase in tonnage at the green and wood waste facility. Because of these factors, the proposed Project would not substantially increase the likelihood that odors would be generated that would cause a nuisance affecting a considerable number of persons or the public and impacts of the proposed increase in green and wood waste processing with respect to odors would be less than significant.

Impact 4.4-8: Phase II Construction activities would generate emissions from the use of construction equipment to complete final closure of the landfill. (Significant) Landfill closure activities are included in Phase II Construction and would include the installation of a final cover using construction equipment. Upon completion of the final dirt cover, vegetation will be planted on all slopes as well as landfill cap; surface water control structures will be built as well as the final transition of the landfill to an end use. Emissions from construction activities would be temporary in nature, occurring only during time frames when landfill closure activities are actively taking place. Peak day construction emissions associated with landfill closure activities that would occur under Phase II Construction of the proposed Project are anticipated to be as follows: 15 lbs/day of VOC, 74 lbs/day of CO, 182 lbs/day of NOx, 0 lbs/day of SOx, and 115 lbs/day of PM10. Emissions of NOx would exceed SCAQMD thresholds and would be significant. Emissions of all other criteria pollutants would be below SCAQMD thresholds and would be less than significant.

Impact 4.4-9: During Phase II Complete, additional criteria pollutant emissions would be generated from operational activities, including continuing the expanded green and wood waste operation and operating the new TS/MRF. (Significant) The bulk of operational emissions at the facility result from increased truck travel. The CARB established a law in 2004 that targeted emissions from refuse-carrying trucks. The CARB regulation requires trucks to be retrofitted based on make and model year. Mandated reductions are either 25% or 80% for PM10 depending upon the model year of the engine. As such, emissions will continue to decline from this source category as these fleets are turned over and replaced with newer, cleaner models.

Emissions would be associated with the additional equipment as well as the associated trips after April 2007, when the landfill would close. The total additional operations emissions projected to result from Phase II Complete are anticipated to be 40 lbs/day VOC, 210 lbs/day CO, 813 lbs/day NOx, 6 lbs/day SOx, and 149 lbs/day PM10. Emissions of NOx would exceed SCAQMD thresholds and would be significant. Emissions of all other criteria pollutants would be below SCAQMD thresholds and would be less than significant.

Impact 4.4-10: During Phase II Construction, landfill closure activities and operational activities occurring concurrently would generate additional criteria pollutant emissions. (Significant) During Phase II Construction (April 2007 through April 2008), when construction activity associated with landfill closure is taking place, concurrent emissions from construction activity and operational

activity would occur. The maximum emission levels projected to occur during this time frame are as follows: 131 lbs/day of VOC, 526 lbs/day of CO, 1,884 lbs/day of NOx, 10 lbs/day of SOx, and 344 lbs/day of PM10. The maximum Phase II Construction emissions of VOC, NOx, and PM10 would exceed SCAQMD thresholds and would be significant. Emissions of all other criteria pollutants would be below SCAQMD thresholds and would be less than significant.

Impact 4.4-11: Phase II activities would have the potential to generate toxic air contaminants from the operation of diesel trucks and other equipment. (Less Than Significant) A Health Risk Assessment (HRA) was prepared to identify potential air toxic impacts to the community from operation of diesel-fueled solid waste collection vehicles (SWCV) at the proposed Bradley TS/MRF. This HRA follows the South Coast Air Quality Management District (SCAQMD) guidance Risk Assessment Procedures for Rules 1401 and 212 (Version 7.0, July 1, 2005). Health hazards were evaluated based on the California Office of Environmental Health Hazard Assessment (OEHHA) Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments (August 2003). Modeling was performed using the Industrial Source Complex – Short Term (ISCST-3) air dispersion model as required by SCAQMD. To calculate air concentrations for the HRA analyses, air dispersion modeling was completed using one year of SCAQMD pre-processed meteorological data from the Burbank Station and the ISCST3 model.

In accordance with the OEHHA Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments, cancer risks were calculated using an inhalation cancer potency factor for DPM of 1.1 (mg/kg-day)-1 and chronic non-cancer risks were calculated using a Reference Exposure Level (REL) for DPM of 5 µg/m3. These health factors for DPM were developed based on whole diesel exhaust (both gas and particulate matter) so that DPM is a surrogate for all the speciated compounds within DPM. In accordance with Appendix D of the OEHHA guidance, acute non-cancer risk of speciated compounds is not required since the potential cancer risk from inhalation exposure to DPM will outweigh the potential non-cancer health impacts.

Annual average air concentrations were calculated for each receptor using the DPM emission rates. The resulting concentrations at the maximum exposed offsite worker and maximum exposed residential receptor were then used to calculate the health risks following SCAQMD's Rule 1401 methodology.

The maximum exposed individual worker (at Art Street and Sutter Avenue) is predicted to be exposed to a MICR from DPM of 9.56 in one million. The maximum exposed individual resident (on Ralston Avenue) is predicted to be exposed to a MICR from DPM of 8.36 in one million.

Since MICR of 9.56 in one million at the maximum exposed individual worker and MICR of 8.36 in one million at the maximum exposed individual resident are both less than 10 in one million, incremental cancer risk for the project is not a significant impact.

Non-Cancer Risk Results

The State of California provides an REL for use as an indicator of potential adverse non-cancer health effects. An REL is a concentration level (µg/m3) or

dose (mg/kg-day) at which no adverse health effects are anticipated. For DPM, the REL for chronic impacts is 5.0 ug/m3 and there is no REL for acute impacts.

The ratio of the calculated exposure to the REL is the non-carcinogenic hazard index (HI). The chronic HI is based upon annual average emissions. A chronic HI of 1 (i.e., the concentrations/dosage of TACs exceed the concentration/dosage at which no adverse health effects are anticipated) at any target organ is considered a significance threshold. Chemical concentrations, determined from modeling, are evaluated relative to their respective RELs for each organ and compared to a HI of 1. The target organ for DPM is the respiratory system.

Based on the analysis of DPM emissions, the maximum HI for the maximum exposed individual worker is 0.0154, and the maximum HI for the maximum exposed individual resident is 0.0052, both of which are below the significance threshold of 1.0. As such, impacts related to non-cancer risks resulting from the proposed project would be less than significant.

Impact 4.4-12: Phase II Construction and Phase II Complete activities would generate additional traffic, which would have the potential to increase localized CO concentrations at intersections near the project site. (Less Than Significant) Project-related traffic during Phase II Construction and Phase II Complete could also cause increased CO concentrations at area intersections as a result of increased traffic congestion. An analysis of CO concentrations was conducted at six study intersections expected to experience the highest levels of traffic congestion, including project traffic. The analysis was based on the total volume of peak hour traffic, including existing, related projects, regional growth and proposed project traffic. None of the intersections would experience CO concentrations that exceed the State 1-hour CO standard or Federal and State 8-hour CO standard. Impacts related to local CO concentrations in Phase II Construction and Phase II Complete would be less than significant.

Impact 4.4-13: Phase II Complete would include handling of solid waste in the TS/MRF which would have the potential to generate odors. (Less Than Significant) The proposed TS/MRF is not expected to generate any additional odors because transfer activities which could generate potential odors would take place within an enclosed building designed to mitigate odors. The MRF is expected to handle curbside recyclables such as paper, glass, and aluminum. The general characteristics of these materials do not lend themselves to generation of odors. The TS/MRF building will be equipped with exhaust fans to provide six air exchanges every hour. The air leaving the building at the roof exhaust fans will be treated by an odor neutralizing misting system to mitigate odors. Negative pressure will be maintained at the building entrance so no untreated air will leave the building. An odor neutralizer may be mixed with dust control water in the ceiling mounted misting systems for extra odor mitigation as needed. As such, because of the design of the facility, no substantial increase in the likelihood that odors would be generated that would cause a nuisance affecting a considerable number of persons or the public would occur and impacts of the proposed TS/MRF with respect to odors would be less than significant.

Impact 4.4-14 Phase II Complete would have the potential to generate greenhouse gasses (GHGs). (Less Than Significant) After the closure of the landfill at the BLRC, MSW no longer transported to the BLRC must be disposed

of at other municipal and private landfill sites throughout Southern California. As a result of the closure of the BLRC landfill in April 2007, there is a great need for waste disposal options for the Los Angeles region, and particularly, the City, in order to process and dispose of the large volumes of wastes that have historically been disposed of at the BLRC each day.

BLRC controls methane (CH4) and carbon dioxide (CO2), the GHGs produced by the decomposition of landfilled refuse, through the existing landfill gas to energy project, which is largely consistent with CARB's proposed early action measures to reduce GHG emissions. The BLRC gas recovery plant currently is estimated to capture approximately 77 percent LFG, which is processed and piped to the Penrose Landfill Gas Conversion, LLC landfill gas-to-energy plant. The BLRC LFG collection and disposal systems will continue to process the LFG from the closed landfill into electricity during the operation of the Project's TS/MRF. Because the MRF materials will be sorted and recycled off-site, no additional methane will result from the TS/MRF operation.

The TS/MRF project ensures that there will be less than significant impacts from GHG emissions as a result of the construction and operation of the TS/MRF project. The TS/MRF will reduce the number of regional vehicle miles traveled to dispose of waste and separate recyclable materials from the City of Los Angeles waste stream, and will comply with ARB and SCAQMD regulations and the adoption of all feasible mitigation measures into the TS/MRF project. By nature of being a TS/MRF, the project would not result in a significant contribution of GHG emissions relative to existing conditions and the continuing need to dispose of MSW and recover recyclable materials from the waste stream.

The Draft EIR analysis of regional operational emissions was conducted in accordance with methodologies established by the South Coast Air Quality Management District (SCAQMD). The Draft EIR calculated projected emission levels for a four-phased project. These phases and the activities included in each phase were as follows:

- Phase I Operation – included a 43-foot transitional vertical expansion of the existing landfill, an expanded green and wood waste processing operation and a temporary increase in the capacity of an existing recycling operation.
- Phase I Construction – included all of the above activities, along with construction of a new 4,000 tons per day capacity Transfer Station (TS) and 1,000 tons per day Materials Recycling Facility (MRF).
- Phase II Construction – projected to occur after closure of the landfill when the facility's land use permits expired on April 7, 2007. Included operation of the TS/MRF constructed in Phase I, installation of final cover, drainage and landfill gas systems on the closed landfill, and continued operation of the expanded green and wood waste processing facility.
- Phase II Complete – included completion of the installation of final cover, drainage and landfill gas systems on the closed landfill, leaving operation of the TS/MRF constructed in Phase I, and operation of the expanded green and wood waste processing facility as the long-term operations to be conducted on the Project site.

Changes in the Project Phasing

As a result of the substantial time required to process the EIR and entitlements for the proposed Project, the order of activities listed above has been affected as follows:

- On April 7, 2007, the existing landfill closed when its land use permits expired. The transitional vertical expansion was never implemented, and temporary expansion of an existing recycling facility was not initiated.
- Subsequent to the closure of the landfill, the Project Applicant, as required by state law and regulation, initiated the installation of final cover, drainage and landfill gas systems on the closed landfill. This activity is expected to be complete in June, 2010, prior to commencement of construction or operation of other project components.
- Construction of the TS/MRF and initiation of the expanded green and wood waste processing operation has been delayed until the City approves the Project.

Revised Project Phasing

With the changes listed above, the initial four-phase project has now become a two-phase project consisting of the following activities:

- Construction – operation of the expanded green and wood waste processing operation and construction of the new TS/MRF
- Operation – operation of the expanded green and wood waste processing operation and operation of the new TS/MRF.

As set forth in the supplemental analysis prepared by Chris Joseph & Associates, dated April 26, 2010 (the "Supplemental Analysis"), the reductions in the scope of the project will result in substantial reductions in emissions of criteria pollutants as compared to the amounts set forth in the Final EIR. The supplemental analysis shows that the maximum emission levels projected to occur during construction are as follows: 18 lbs/day of VOC; 107 lbs/day of CO; 137 lbs/day of NOx; 0.9 lbs/day of Sox; and 392 lbs/day of PM10. The maximum construction emissions of NOx, and PM10 would still exceed SCAQMD thresholds and would be significant. The Supplemental Analysis shows that the maximum emission levels projected to occur during operation are as follows: 40 lbs/day of VOC; 210 lbs/day of CO; 813 lbs/day of NOx; 6 lbs/day of Sox; and 149 lbs/day of PM10. The maximum operational emissions of NOx, would still exceed SCAQMD thresholds and would be significant.

ii. **Mitigation Measures:** The following feasible mitigation measures have been identified to avoid or reduce emissions associated with construction activities; These measures would also reduce PM2.5.

4.4-1 Prior to beginning Phase I construction activities, the Project Applicant shall develop a Construction Emission Management Plan for the proposed Project. The Plan shall include measures to minimize emissions from vehicles including, but not limited to:

- Moisten soil not more than 15 minutes prior to moving soil and conduct necessary watering to prevent visible dust emissions from exceeding 100 feet in any direction.

- Apply non-toxic chemical stabilizers according to manufacturers' specifications or apply non-toxic dust suppressants or vegetation sufficient to maintain a stabilized surface to disturbed surface areas (completed grading areas) that are to be left inactive for five working days or more.
- Exposed pits (i.e., gravel, soil, dirt), if any, with 5% or greater silt content shall be watered twice daily, enclosed, covered or treated with non-toxic soil stabilizers according to manufacturers' specifications.
- Water excavated soil and debris piles hourly or cover them with tarp, plastic sheets or other coverings.
- Water exposed surfaces at least twice a day under calm conditions. Water as often as needed on windy days when winds are less than 25 miles per hour or during very dry weather in order to maintain a surface crust and prevent the release of visible emissions from the construction site.
- All trucks hauling dirt, sand, soil, or other loose materials off-site shall be covered prior to leaving the construction site or shall maintain at least two feet of freeboard (i.e., minimum vertical distance between the top of the material and the top of the truck). Mud-covered tires and under-carriages of trucks shall be washed before leaving construction sites.
- Continue sweeping adjacent streets, as needed, to remove dirt dropped by construction vehicles or mud that would otherwise be carried off by trucks departing the project site.
- Securely cover loads with a tight fitting tarp or similar covering device on all trucks leaving the construction site.
- Cease excavating and grading during periods when winds exceed 25 miles per hour.
- Cease excavating and grading during second stage smog alerts.
- Low VOC-emission paints shall be utilized in accordance with SCAQMD Rule 1113.
- Truck deliveries shall be scheduled outside peak traffic hours and consolidated to the maximum extent feasible.

4.4-2 Use electricity or alternative fuel for on-site equipment to the extent feasible; for all other equipment use CARB-approved diesel fuel. Contractor and Applicant shall maintain invoices on-site for inspection for diesel fuel purchases.

4.4-3 Maintain construction equipment tuned up and with two to four degree retard diesel engine timing. This measure is obsolete based on new CARB rules requiring more stringent standards, as outlined in Mitigation Measures 4.4-6 and 4.4-8.

4.4-4 Use on-site electricity rather than temporary power generators in portions of the landfill where electricity is available.

4.4-5 Use CARB-approved diesel (as defined in SCAQMD Rule 431.2), which shall be identified in the Construction Emission Management Plan prepared by the Applicant and Contractor.

4.4-6 Use construction equipment that meets EPA Tier I, II, or III emissions requirements; the specific equipment to be utilized shall be identified in the Construction Emission Management Plan prepared by the Applicant and Contractor (Mitigation Measure 4.4-1).

4.4-7 When diesel particulate filters (DPF) are required, use CARB-verified particulate filter traps.

4.4-8 Any new off-road equipment purchased shall meet a minimum of EPA Tier III standards and/or apply diesel particulate filters (DPF) meeting CARB-verified Level 3 standards for off-road engines; the specific equipment to be utilized shall be identified in the Construction Emission Management Plan prepared by the Applicant and Contractor (Mitigation Measure 4.4-1).

4.4-9 Prohibit material delivery heavy-duty truck idling in excess of five minutes.

4.4-10 Configure construction parking to minimize traffic interference.

4.4-11 Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.

4.4-12 Schedule construction activities that affect traffic flow on the arterial system to off-peak hour to the extent practicable.

4.4-13 Reroute construction trucks away from congested streets or sensitive receptor areas.

4.4-14 Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.

4.4-15 Give preferential consideration to qualified contractors who use clean fuel construction equipment; emulsified diesel fuels, construction equipment that uses ultra low sulfur CARB diesel and is equipped with oxidation catalysts, or other retrofit technologies. Justification shall be included in the Construction Emission Management Plan.

4.4-16 Pursuant to SCAQMD Rule 403, a Fugitive Dust Control Plan will be developed and implemented for the proposed Project, and shall include, but not be limited to:

- Moisten soil not more than 15 minutes prior to moving soil and conduct necessary watering to prevent visible dust emissions from exceeding 100 feet in any direction.
- Apply non-toxic chemical stabilizers according to manufacturers' specifications or apply non-toxic dust suppressants or vegetation sufficient to maintain a stabilized surface to disturbed surface areas (completed grading areas) that are to be left inactive for five working days or more.
- Exposed pits (i.e., gravel, soil, dirt), if any, with 5% or greater silt content shall be watered twice daily, enclosed, covered or treated with non-toxic soil stabilizers according to manufacturers' specifications.
- Water excavated soil and debris piles hourly or cover them with tarp, plastic sheets or other coverings.
- Water exposed surfaces at least twice a day under calm conditions. Water as often as needed on windy days when winds are less than 25 miles per hour or during very dry weather in order to maintain a surface crust and prevent the release of visible emissions from the construction site.
- All trucks hauling dirt, sand, soil or other loose materials off-site shall be covered prior to leaving the construction site or shall maintain at least two feet of freeboard (i.e., minimum vertical distance between the top of the material and the top of the truck). Mud-covered tires and under-carriages of trucks shall be washed before leaving the construction sites.
- Continue sweeping adjacent streets, as needed, to remove dirt dropped by construction vehicles or mud that would otherwise be carried off by trucks departing project site.
- Securely cover loads with a tight fitting tarp or similar covering device on all trucks leaving the construction site.

- Cease excavating and grading during periods when winds exceed 25 miles per hour.
- Cease excavating and grading during second stage smog alerts.
- Low VOC-emission paints shall be utilized in accordance with SCAQMD Rule 1113.
- Truck deliveries shall be scheduled outside peak traffic hours and consolidated to the maximum extent feasible.
- Replace ground cover in disturbed areas inactive for ten days or more.
- All streets shall be swept at least once a day using SCAQMD Rule 1186 certified street sweepers or roadway washing trucks or whenever visible soil materials are carried to adjacent streets (recommend water sweepers with reclaimed water).
- To reduce dust caused by track-out from vehicles exiting the site, an extra wide rumble strip (minimum ten feet) should be used at all exits.
- Street cleaning on all access roads to reduce dust in streets shall be mandatory at least twice daily.

4.4-17 Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation. Identification of the construction relation officer shall be posted at the entry gate to the project site, including name and contact phone number.

4.4-18 A weather station indicating temperature, wind speed and direction should be constructed and maintained on-site. Weather information should be recorded and available for LEA use for at least 30 days.

4.4-19 If complaints are received by the LEA, limited and reasonable monitoring for dust will be conducted by qualified firms or individuals, under the LEA's direction if determined to be necessary by the LEA. Reports and/or results will be provided to the LEA by the facility operator at the operator's expense. If project dust levels are found to be unacceptable, the LEA may require the operator to implement appropriate and reasonable dust control measures.

4.4-20 The Project Applicant shall obtain Leadership in Energy and Environmental Design (LEED) certification for the TS/MRF at the Basic level, at a minimum.

4.4-21 Investigate the technological feasibility of using a diesel oxidation catalyst or PM filter trap on an off-road device (i.e., construction equipment). Although there are a few Level III devices that are CARB-verified for off-road applications, the Applicant will conduct a technological feasibility analysis on one piece of equipment. If successful, the applicant will consider extending the program beyond 2008. In addition, the Applicant will comply with recently-adopted state regulations to reduce emissions from off-road vehicles and equipment.

4.4-22 Conduct a pilot study using a CARB-verified Diesel Particulate Filter that is also verified to reduce NOx emissions on one refuse hauling truck. If successful, the Applicant will consider extending the program to 2008. Applicant will also participate in the SCAQMD SOON program to accelerate NOx reductions from off-road equipment, as required.

4.4-23 Maintain construction equipment tuned up and with two to four degree retard diesel engine timing during landfill operation and closure activities. This measure is now obsolete, see Mitigation Measure 4.4-3.

4.4-24 Purchase and use an electric wood grinder in lieu of a traditional diesel grinder.

4.4-25 Applicant shall establish a preference or fee reduction for all solid waste collection vehicles (SWCVs) and other on-road heavy-duty vehicles visiting the landfill, TS/MRF or green/wood waste facilities, that are alternative fueled or model year (MY) 2009 or newer diesel vehicles equipped with CARB-verified DPFs. This program shall be posted at the scale house by the Applicant.

4.4-26 Conduct pilot test on CARB-verified DPF and Lean NOx Catalyst (e.g., Cleaire Flash and Catch and Longview devices); determine feasibility; develop incentive program (e.g., reduced tipping fees) for use of such emission control devices in on-road heavy-duty vehicles visiting the landfill, TS/MRF or green/wood waste facilities. [25% NOx control and 85% PM control] The test and program shall be reviewed and approved by CARB.

4.4-27 Only loading of bailed or contained recyclables shall be loaded outdoors.

4.4-28 The applicant will maintain a 24-hour call-in number for residents in the event of nighttime odor complaints. Assigned personnel will respond to any calls to determine whether or not the source of odor is coming from BLRC. In the event that BLRC is the source of odors, appropriate measures will be implemented to mitigate such odors.

iii. Findings

For those impacts identified above that remain significant and unavoidable, changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, the potentially significant environmental effects associated with air quality. With respect to NOx (construction and operation) and PM10 (construction only), no feasible mitigation is available to render the effects less than significant. The effects therefore remain significant and unavoidable. The project's benefits outweigh the significant unavoidable impacts of the project, as set forth in the Statement of Overriding Considerations.

For those impacts identified above as less than significant, either no mitigation is necessary or changes or alterations have been required in, or incorporated into, the Project that reduce the potentially significant environmental effects associated with air quality to less-than-significant levels.

In order to implement Mitigation Measure No. 4.4-25, Condition of Approval Nos. A.16.a and b require the applicant to collect a "Host Fee" from all third party haulers depositing refuse, green waste or wood waste at the subject site. The fee will be graduated, with clean vehicles paying the lowest fee and non-CARB compliant vehicles the highest. The City Council finds that the letter dated April 27, 2010 from Doug Corcoran, who has over 25 years experience in the waste industry, provides substantial evidence that the reduced fees for clean vehicles will provide a substantial incentive for haulers to retrofit non-CARB compliant trucks. The City Council further finds, based on this evidence, that is it reasonably foreseeable that the Host Fee condition will result in a reduction of operational emissions. However, because the precise amount of such reduction is difficult to quantify, no credit is given for such measure, and the proposed Project's operational impacts are conservatively considered to remain significant and unavoidable

The Host Fee condition also requires the applicant to deposit the Host Fees into a segregated City account. The funds from this account will be disbursed for such purposes as retaining experts to conduct health studies and to educate the community on local health care issues, providing preventative health care services, subsidizing prescription drugs for respiratory related ailments in local non-profit medical facilities in the Sun Valley area, retain experts to study local environmental issues, implementing improvements such as clean truck education and incentive programs, tree plantings, stormwater management, eliminating litter and graffiti, supporting environmental beautification programs in the Sun Valley area, and implementing improvements related to traffic and road conditions in the Sun Valley area. The programs are intended to mitigate and offset the proposed Project's significant and unavoidable project-specific and cumulative air quality impacts, and to further reduce the proposed Project's less than significant project-specific land use compatibility (between the proposed Project and related industrial projects, on the one hand, and residential uses, on the other) and traffic impacts.

Furthermore, the subject property is located within a City identified Environmental Justice Improvement Area. The programs implemented with the Host Fees will promote environmental justice.

iv. Rationale for Findings

As a result of the substantial time required to process the EIR and entitlements for the proposed Project, the order of activities listed above has been affected, and the initial four-phase project has now become a two-phase project consisting of a construction phase and an operational phase.

Construction emissions are expected from the following equipment and processes: construction equipment (dump trucks, backhoes, graders, etc.), equipment delivery/on-site travel, heavy diesel trucks (importing fill material), construction worker trips, and fugitive dust associated with site construction activities. The April 26, 2010 supplemental analysis prepared by Chris Joseph & Associates (the "Supplemental Analysis") calculated daily construction emissions the peak construction day activities. The supplemental analysis shows that the maximum emission levels projected to occur during construction are as follows: 18 lbs/day of VOC, 107 lbs/day of CO, 137 lbs/day of NOx, 0.9 lbs/day of SOx, and 392 lbs/day of PM10. The maximum construction emissions of NOx, and PM10 would exceed SCAQMD thresholds and would be significant. These emissions levels are less than the maximum Phase 1 Construction and Phase II Construction emission levels set forth in both Draft EIR (Tables 4.4-8 and 4.4-9) and Final EIR (Tables 4.4-8 and 4.4-9). The emissions of NOx and PM10 would exceed the SCAQMD thresholds and would be significant. Emissions of all other criteria pollutants would be below SCAQMD thresholds and would be less than significant. However, even with implementation of mitigation measures, impacts from NOx and PM10 would remain significant and unavoidable. (Supplemental Analysis, p. 6,)

The bulk of operational emissions at the facility result from increased truck travel. The California Air Resources Board (CARB) established a law in 2004 that targeted emissions from refuse-carrying trucks. The CARB regulation requires trucks to be retrofitted based on make and model year. Mandated reductions are either 25% or 80% for PM10 depending upon the model year of the engine. As

such, emissions will continue to decline from this source category as these fleets are turned over and replaced with newer, cleaner models. (DEIR, p. 4.4-31.) The Supplemental Analysis shows that the maximum emission levels projected to occur during operation are as follows: 40 lbs/day of VOC, 210 lbs/day of CO, 813 lbs/day of NOx, 6 lbs/day of SOx, and 149 lbs/day of PM10. Emissions of NOx would exceed SCAQMD thresholds and would be significant. Emissions of all other criteria pollutants would be below SCAQMD thresholds and would be less than significant. However, even with implementation of the mitigation measures, NOx emissions would remain significant and unavoidable. (Supplemental Analysis, p. 6.)

These emissions levels shown in the Supplemental Analysis are slightly greater than the maximum Phase Complete Operational II emission levels set forth in Draft EIR (Table 4.4-11) and much less than the maximum Phase Complete Operational II emission levels set forth in the Final EIR (Table 4.4-11). The SCAQMD thresholds are designed to help bring the region into attainment with state and federal air quality standards. They are not health standards, and the SCAQMD has intentionally set low the thresholds low to encourage implementation of mitigation measures. Many projects trigger exceedances of one or more of the criteria pollutant thresholds. Therefore, the City Council finds that the slight increase in peak operational NOx emissions shown in the Supplemental Analysis as compared to the level shown in the Draft EIR (i.e., a difference of only 246 lbs./day) does not represent a substantial increase in severity of the significant impact identified in the Draft EIR.

Cumulative air quality and health risk impacts would occur to the extent that criteria and toxic pollutant emissions generated by Alternative D2 combine with emissions from other new and/or ongoing sources in the vicinity. A total of 29 related Projects are included in the EIR (see Section II, Table 2-4). As discussed in Section 4.4 of the EIR, the SCAB is presently designated non-attainment of state and Federal standards for CO, ozone and PM10. As shown in the Supplemental Analysis, total daily air emissions during the construction would exceed SCAQMD thresholds for NOx and PM10, and the total daily emissions during operation would exceed SCAQMD thresholds for NOx. These exceedances are considered to be significant. The 29 related Projects would also contribute NOx and PM10 emissions into the SCAB. Therefore, Alternative D2 and the related Projects would contribute to significant cumulative air quality impacts. (DEIR, p. 4.4-41.)

While individual Project emissions exceed the SCAQMD thresholds, overall the Project has the potential to reduce emissions across the SCAB. The additional transfer capacity that would be provided during operation of the TS/MRF would potentially reduce trip lengths by allowing loads to be consolidated for transfer to outlying landfills. Finally, continued compliance with CARB regulations requiring reduction in emissions from trash vehicles and the Applicant's programs to convert its fleet to low emissions fuels and alternative fuels (e.g., natural gas) would result in long-range benefits to regional air quality over the course of Alternative D2. (DEIR, p. 4.4-41.)

The analysis of local CO concentration impacts associated with implementation of Alternative D2 considers the effects of growth in traffic associated with Alternative D2 and the related Projects listed in Section 2.0. Consequently, impacts of cumulative growth are already incorporated into the projections utilized to model the future CO concentrations shown in the tables. As indicated,

impacts of Alternative D2, in conjunction with related Project and other regional growth with respect to CO concentrations would not exceed state or federal standards and would therefore be less than significant. (DEIR, p. 4.4-41.)

Additionally, given the significant adverse environmental effects linked to GCC induced by GHGs, the emission of GHGs is considered a significant cumulative global impact. The challenge in assessing the significance of an individual project's contribution to global GHG emissions and associated global climate change impacts, however, is to determine whether an individual project's GHG emissions - which, it can be argued, are at a micro scale relative to global emissions - result in a cumulatively considerable incremental contribution to a significant cumulative impact.

As explained above, because of the inherent nature of TS/MRF projects, the BLRC project would likely reduce overall GHG emissions by enabling MSW loads from smaller collection trucks to be consolidated into larger transfer trucks for transfer to outlying landfills. Because MSW will continue to be generated within the City, net regional air emissions, including GHGs, would continue to be generated within the basin with or without the Project. Thus, at worst, the Project would merely shift GHG emissions from one area of the air basin to another. It is more likely, however, that the TS/MRF project would improve overall air quality emissions, including GHG emissions by consolidating loads and recovering more recyclable materials. Quantification of the precise amount of air quality/GHG emissions from the construction and operation of the TS/MRF in conjunction with other past, present and reasonably foreseeable related projects, however, is infeasible at this time.

Because the effects of GHGs are both local and global, a project such as the TS/MRF that would reduce or, at worst, shift the location of the GHG-emitting activities, would result in no net increase in global GHG emissions levels, much less a cumulatively considerable increase. Construction and operation of the TS/MRF Project, therefore, will result in less than significant cumulative impacts to global climate change from GHG emissions. (FEIR, p. 3-119.)

As shown by the Supplemental Analysis, with implementation of the above-listed mitigation measures, emissions of the following pollutants will remain significant and unavoidable for at least one of the Project's phases:

- Construction: NOx and PM10
- Operation: NOx
- Cumulative: NOx and PM_{10}

Cumulative Impacts: The proposed Project combined with related projects will result in significant unavoidable NOx and PM_{10} impacts. Cumulative impacts related to landfill gas generation, local carbon monoxide concentrations, surface emissions of landfill gas, toxic air contaminants, and greenhouse gases would all be less than significant. (FEIR, pp. 2-44, 3-119 thru 3-120.)

b. Noise

i. Description of Environmental Effects: (NOTE: References to the Transitional Vertical Expansion are no longer applicable, as discussed above.)

Impact 4.5-1: The proposed transitional vertical expansion would result in the operation of additional equipment that would generate noise that could be perceived at nearby sensitive receptors. (Less Than Significant) Under the proposed transitional vertical expansion, the same equipment would be utilized as under the existing operation, with the addition of one bulldozer and one compactor. Maximum noise levels that would be generated by the simultaneous operation of all equipment during Phase I landfill operations would be approximately 92.3 dBA. The increase in the maximum noise level of all equipment operating simultaneously would be 2.0 dBA. This increase in noise level would be reduced by attenuation at nearby sensitive receptors. Moreover, equipment use would occur to the center of the transitional vertical expansion area, which would increase the distance from the equipment to the nearby sensitive receptors. There would be no potential for audible increase (i.e., 3 dBA) at sensitive receptors from the proposed vertical expansion.

Impact 4.5-2: Construction of the proposed TS/MRF would result in the operation of construction equipment that would generate noise that could be perceived at nearby sensitive receptors. (Significant) Construction of the proposed TS/MRF would involve the use of construction equipment. The highest noise levels from construction equipment are generated during the grading/excavation phase (86 dBA at 50 feet). In addition, construction of the proposed TS/MRF would involve importation of approximately 163,500 cy of fill dirt, involving approximately 120 trucks per day for 83 working days. When the noise impacts of these trucks are added to the noise levels generated by construction equipment, a source level of approximately 89 dBA at 50 feet would be generated. Based on the conservative assessment of sound attenuation, the noise level experienced at the nearest residential area would be approximately 67 dBA. This level would represent an increase of 14 dBA over the existing ambient level at this location. As such, the noise associated with the proposed construction of the TS/MRF would be significant.

Impact 4.5-3: The proposed green and wood waste expansion would result in the operation of additional equipment that would generate noise that could be perceived at nearby sensitive receptors. (Less Than Significant) The proposed expansion of existing wood and green waste operations in Phase I would result in an increase in equipment utilization of one conveyor sort line, one grinder, one trammel screen, and two loaders. The maximum noise level generated by the simultaneous operation of all equipment was calculated and would increase noise levels by 2.9 dBA. This increase in noise level would be further reduced by attenuation at nearby sensitive receptors. As such, there would be no potential for an audible increase at sensitive receptors to result from the proposed green and would waste processing facility expansion and impacts would be less than significant.

Impact 4.5-4: The proposed Phase I MRF operation would result in the operation of additional equipment that would generate noise that could be perceived at nearby sensitive receptors. (Less Than Significant) The proposed expansion of the existing MRF would involve the use of one additional conveyor sort line. The maximum noise level generated by the simultaneous operation of all equipment was calculated and the maximum increase in noise levels would be approximately 0.5 dBA. This increase in noise level would be further reduced by attenuation at nearby sensitive receptors. As such, these receptors would experience an increase of less than 0.5 dBA as a result of expanded MRF operations. There would be no potential for an audible increase in noise levels at

sensitive receptors as a result of the proposed expansion of the existing MRF. Impacts would be less than significant.

Impact 4.5-5: Simultaneous operation of all equipment during Phase I would generate noise that could be perceived at nearby sensitive receptors. (Less Than Significant) During Phase I, all activities could operate simultaneously with maximum utilization of all equipment. The maximum noise level generated by the simultaneous operation of all additional equipment that could potentially be utilized during Phase I could increase noise levels approximately 1.8 dBA. This increase in noise level would be further reduced by attenuation at nearby sensitive receptors. As such, these receptors would experience an increase of less than 1.8 dBA as a result of all Phase I operations. There would be no potential for an audible increase in noise levels as perceived at sensitive receptors to result from all activities that could occur under Phase I and impacts would be less than significant.

Impact 4.5-6: Proposed Phase I activities would generate additional traffic that could change the noise environment at nearby sensitive receptors. (Less Than Significant) Three roadway segments were selected for analysis of traffic noise. The roadway segments were selected based upon locations of residential communities in the vicinity of the project site. The CNEL predictions were based upon the p.m. peak hour traffic volumes, which were determined to be of greater volume. The maximum project-related noise increase would be below the 3 dBA threshold of audibility identified in the L.A. CEQA Thresholds Guide and the proposed Project would not cause the ambient noise level to increase to the "normally unacceptable" category for residential land uses. Impacts related to traffic noise in Phase I would be less than significant.

Impact 4.5-7: Operation of the proposed TS/MRF could generate noise that could be perceived at nearby sensitive receptors. (Less Than Significant) Operation of the proposed TS/MRF would involve different equipment than is utilized for the landfill operation. When the landfill closes and the TS/MRF opens, the use of earth moving equipment on the landfill for solid waste processing would cease and would be replaced by equipment required to handle solid waste and recyclables, which would include up to four wheeled loaders, two forklifts, and two balers. In addition, the existing/expanded MRF would close and operations would transfer to the new TS/MRF. This would result in a net increase of one conveyor sort line. The average noise level generated by the simultaneous operation of all equipment would be approximately 91.7 dBA. However, this equipment would be operated within the proposed TS/MRF structure, which would be completely enclosed and would reduce the noise levels experienced outside the structure by at least 20 dBA, to 71.7 dBA. This noise level would be reduced by attenuation to approximately 49 dBA at the nearest residential use (i.e., the conforming residential area located to the southwest of the project site, Sensitive Receptor #3). As such, the operation of the projected mix of equipment within the new TS/MRF building would not be audible at the nearest residential area to the project site and impacts would be less than significant.

Impact 4.5-8: Final landfill closure activities would involve operation of additional equipment that would generate noise that could be perceived at nearby sensitive receptors. (Less Than Significant) During operations associated with landfill closure, equipment utilization would consist of one bulldozer, three compactors, four scrapers, two motor graders and two water trucks; landfill closure activities

would last 9 to 10 months. The average noise level generated by the simultaneous operation of all equipment would be approximately 91.7 dBA. This noise level would be reduced by attenuation to approximately 82 dBA at the nearest non-conforming residential unit. This noise level would be approximately 17 dBA higher than the measured ambient noise level of 65 dBA. The noise level associated with landfill closure would be reduced by attenuation to 70 dBA at the nearest conforming residential use, which would be 17 dBA above the ambient noise level for this area. These increases would be above the City's threshold of significance for construction activity (increase of 5 dBA). As such, the noise associated with landfill closure activities would be significant.

Impact 4.5-9: Proposed Phase II activities would generate additional traffic that could change the noise environment at nearby sensitive receptors. (Less Than Significant) During landfill closure activities the maximum project related noise increase would be below the 3 dBA threshold of audibility identified in the L.A. CEQA Thresholds Guide and the proposed Project would not cause the ambient noise level to increase to the "normally unacceptable" category for residential land uses. Impacts related to traffic noise during Phase II landfill closure operations would be less than significant.

After landfill closure, the maximum project related noise increase would be below the 3 dBA threshold of audibility identified in the L.A. CEQA Thresholds Guide and the proposed Project would not cause the ambient noise level to increase to the "normally unacceptable" category for residential land uses. Impacts related to traffic noise after Phase II landfill closure operations would be less than significant.

Cumulative Impacts: To the extent that construction of the related projects occurs at the same time as construction of the proposed Project, cumulative impacts could result and the proposed Project's contribution would be cumulatively considerable. However, the proposed Project's operational noise would not result in cumulatively considerable noise impacts.

ii. **Mitigation Measures**

4.5-1 Construction contracts shall specify that all construction equipment must be equipped with mufflers and other applicable noise attenuation devices.

4.5-2 Construction shall be restricted to the hours of 7:00 a.m. to 9:00 p.m. Monday through Friday, 8:00 a.m. to 6:00 p.m. Saturday and prohibited at anytime on Sunday or a Federal holiday.

4.5-3 Temporary plywood noise barriers shall be constructed along the BLRC property line on San Fernando Road between the TS/MRF construction site and residential area located west of San Fernando Road. Plywood shall be installed to the height necessary to block the line of sight between the construction site and the nearest residential unit to the construction site. Plywood shall be a minimum of one-half inch thick, in order to provide a minimum 10 dB reduction in noise levels between the construction activity and the receptor. Noise barrier design shall be reviewed and approved by the Department of Building and Safety to ensure that the design results in the required 10 dB minimum reduction.

4.5-4 If complaints are received by the LEA, limited and reasonable monitoring for noise will be conducted by qualified firms or individuals, under the LEA's direction if determined to be necessary by the LEA. Reports and/or

results will be provided to the LEA by the facility operator at the operator's expense. (DEIR, p. 4.5-15; FEIR, p. 3-121.)

iii. Findings

With regard to noise arising from construction of the TS/MRF, changes or alterations have been required in, or incorporated into, the Project that substantially lessen, but do not avoid, this potentially significant environmental noise impact. No additional feasible mitigation is available to render the effects less than significant. The effects therefore remain significant and unavoidable. The project's benefits outweigh the significant unavoidable impacts of the project, as set forth in the Statement of Overriding Considerations.

For those impacts identified above as less than significant, either no mitigation is necessary or changes or alterations have been required in, or incorporated into, the Project that reduce these potentially significant environmental noise impacts to less-than-significant levels.

iv. Rationale for Findings

Construction of the proposed TS/MRF would involve the use of construction equipment. The highest noise levels from construction equipment are generated during the grading/excavation phase (86 dBA at 50 feet). In addition, construction of the proposed TS/MRF would involve importation of approximately 163,500 cy of fill dirt, involving approximately 120 trucks per day for 83 working days. When the noise impacts of these trucks are added to the noise levels generated by construction equipment, a source level of approximately 89 dBA at 50 feet would be generated. Based on the conservative assessment of sound attenuation, the noise level experienced at the nearest residential area would be approximately 67 dBA. This level would represent an increase of 14 dBA over the existing ambient level at this location. As such, the noise associated with the proposed construction of the TS/MRF would be significant. With implementation of the listed mitigation measure, noise impacts associated with the construction of the TS/MRF would remain significant and unavoidable. (DEIR, p. 1-28.)

Operation of the proposed TS/MRF would involve different equipment than is utilized for the landfill operation. When the landfill closes and the TS/MRF opens, the use of earth moving equipment would cease and would be replaced by equipment required to handle solid waste and recyclables, which would include up to four wheeled loaders, two forklifts, and two balers. In addition, the existing/expanded MRF would close and operations would transfer to the new TS/MRF. This would result in a net increase of one conveyor sort line. The average noise level generated by the simultaneous operation of all equipment would be approximately 91.7 dBA. However, this equipment would be operated within the proposed TS/MRF structure, which would be completely enclosed and would reduce the noise levels experienced outside the structure by at least 20 dBA, to 71.7 dBA. This noise level would be reduced by attenuation to approximately 49 dBA at the nearest residential use (i.e., the conforming residential area located to the southwest of the project site, Sensitive Receptor #3). Under the revised design of the TS/MRF under Alternative D2, trucks would be routed to enter the TS/MRF on the south side of the building via the roadway located on the northeast side of the building (i.e., between the building and the adjacent existing landfill), as shown in Figure 3-8 (see Project Description). From

where they would then proceed through the building to discharge their loads, then exit the building at the southwest corner and exit the facility via the same road on which the entered. (see Figure 6-9, Alternative D2 Site Plan). This revised circulation pattern would allow the loading of waste transfer trucks and recyclables trucks to take place on the north side of the new TS/MRF building, further screening TS/MRF activity from residential uses located on the west side of San Fernando Road.

Furthermore, the access roadway to be used by incoming waste trucks would be located behind an earthen berm that would include a fence and vegetative plantings on top of the berm. This berm and vegetated area would extend the length of the TS/MRF site parallel to San Fernando Road and would completely screen the roadways into and out of the TS/MRF and the parking area from San Fernando Road. In addition, the roadway used by waste transfer and recyclables trucks on the north side of the TS/MRF building would be located below the floor elevation of the TS/MRF building, further screening these trucks from San Fernando Road. The berm and vegetated area would also partially screen the lower levels of TS/MRF building. This design modification would further reduce noise-related impacts during operation of the TS/MRF from locations southwest of San Fernando Road. As such, the operation of the new TS/MRF building would not be audible at the nearest residential area to the project site and impacts would be less than significant. (DEIR, pp. 4.5-18 thru 4.5-19.)

During operations associated with landfill closure, equipment utilization would consist of one bulldozer, three compactors, four scrapers, two motor graders and two water trucks; landfill closure activities would last nine to ten months. The average noise level generated by the simultaneous operation of all equipment would be approximately 91.7 dBA (see Appendix G for calculation). This noise level would be reduced by attenuation to approximately 82 dBA at the nearest non-conforming residential unit. This noise level would be approximately 17 dBA higher than the measured ambient noise level of 65 dBA. The noise level associated with landfill closure would be reduced by attenuation to 70 dBA at the nearest conforming residential use, which would be 17 dBA above the measured ambient noise level for this area. These increases would be above the City's threshold of significance for construction activity (increase of 5 dBA). As such, the noise associated with landfill closure activities would be significant, even with implementation of the identified mitigation. (DEIR, p. 4.5-19.)

Impacts related to operational noise would be less than significant. Impacts related to construction of the TS/MRF in Phase I and final landfill closure activities in Phase II would be reduced by approximately 10 dBA through the implementation of plywood noise barriers as identified in the mitigation measures. With implementation of this mitigation measure, the resulting noise levels at the nearest sensitive receptor would increase by approximately 4 dBA during TS/MRF construction and approximately 7 dBA during final landfill closure activity. This would represent a less than significant increase in noise levels after mitigation at the nearest sensitive receptor during TS/MRF construction. Thus, impacts during TS/MRF construction would be less than significant with mitigation. The increase in noise levels during final landfill closure activities at the nearest sensitive receptor would remain above the City significance threshold of 5 dBA for construction activity. As such, construction noise impacts would be temporary and intermittent but nonetheless significant and unavoidable during landfill final closure activities. (DEIR, p. 4.5-22.)

F. **Project Alternatives:**

The following alternatives were selected by the City of Los Angeles for the Proposed Project. The alternatives to be analyzed in comparison to the proposed Project include the following:

Alternative A: No Project Alternative

Alternative B: Reduced Transitional Vertical Expansion – 19' Increase

Alternative C: Reduced Transfer Station Alternative

Alternative D2: Transfer Station Only, No Vertical Expansion, Revised Design

The DEIR examined the project alternatives in detail comparing the alternatives to the proposed Project. Alternative D2, a modified version of the Alternative D previously considered in the EIR, is the environmentally superior and preferred project alternative. Therefore, the discussion below compares the Alternatives to the revised proposed Alternative D2.

For the reasons set forth below, and considering the entire record, the City Council hereby determines that the EIR presents a reasonable range of alternatives, in accordance with CEQA, and approves Alternative D2 – Transfer Station Only, No Vertical Expansion, Revised Design) rather than the proposed project and the following alternatives: Alternative A – No Project Alternative; Alternative B – Reduced Transitional Vertical Expansion – 19' Increase and Alternative C – Reduced Transfer Station Alternative. As the following discussion demonstrates, however, only Alternative D2 is feasible in light of Project objectives and other considerations. Each reason set forth below is a separate and independent ground for the City Council's determination.

Alternatives Rejected as Being Infeasible. As described above, section 15126.6(c) of the CEQA Guidelines requires EIRs to identify any alternatives that were considered by the lead agency but were rejected as infeasible during the scoping process, and to briefly explain the reasons underlying the lead agency's determination. Consideration was not given to alternative locations for the proposed Project because the Project Applicant does not own nor can the Applicant reasonably acquire, or otherwise have access to, alternative sites within the City of Los Angeles. Although the Project Applicant owns other sites outside the City of Los Angeles, these sites are located in outlying areas. Construction of a transfer station in an outlying area is an infeasible means of consolidating loads for disposal that are generated in the City of Los Angeles and the region. (DEIR, p. 6-2.)

A good faith effort was made to evaluate all feasible alternatives in the EIR that are reasonable alternatives to the Project and could feasibly obtain the basic objectives of the Project, even when the alternatives might impede the attainment of the objectives or be more costly. As a result, the scope of alternatives analyzed in the EIR is not unduly limited or narrow. The City Council also finds that all reasonable alternatives were reviewed, analyzed and discussed in the review process of the EIR and the ultimate decision on the Project.

1. **Alternative A - No Project Alternative**. The "No Project" alternatives analysis must discuss the existing conditions at the time the Notice of Preparation (NOP) is published as well as what would be reasonably expected to occur in the foreseeable future if Alternative D2 is not approved, based on current plans and consistent with available infrastructure and community services. If the environmentally superior alternative is the

"no Project" alternative, the EIR shall also identify an environmentally superior alternative among the alternatives. (CEQA Guidelines § 15126.6, subd. (e)(2).) (DEIR, pp. 6-2 thru 6-3.)

Under Alternative A, as originally analyzed in the EIR, no transitional vertical expansion would occur and the proposed TS/MRF would not be constructed. The landfill, which ceased active operations on April 14, 2007, would be closed in accordance with the requirements of current regulations. Activities on Bradley East would continue at their current levels in accordance with SWFP No. 19-AR-0004, which would not expire. Expansion of green and wood waste operations would not occur. Because generation of waste would continue to occur in the City of Los Angeles and elsewhere in the region, when the landfill closes in 2007, solid waste currently handled at BLRC would need to be disposed at other regional landfills. To the extent that capacity is available, loads could be consolidated at other transfer stations for transport to outlying landfills. However, as such existing facilities reach capacity, alternative methods would need to be developed to move large quantities of waste to landfills outside the City of Los Angeles. Alternatively, the City of Los Angeles, at the direction of the City Council, has begun to explore other advanced technologies for processing the City's solid waste that do not involve landfilling. While this process will require many years to implement, it offers the opportunity to substantially reduce the amount of waste that will need to be transported to outlying landfills in the future. (DEIR, p. 6-3.)

a. Analysis of Alternative A's Ability to Reduce Significant Unavoidable Project Impacts

Land Use and Planning. The existing BLRC is compatible with the immediately surrounding land uses and consistent with the applicable policies and goals identified in Section 4.2 of the EIR. Under the No Project Alternative, none of the activities proposed in Alternative D2 would occur with the exception of closing the landfill. The closed landfill would be compatible with the surrounding uses and would meet most of the policies and goals identified in Section 4.2 with the exception of those pertaining to solid waste. Therefore, land use impacts under the No Project Alternative would be less than Alternative D2 . (DEIR, p. 6-3.)

Transportation and Circulation. Under the No Project Alternative, some increase in traffic levels would be expected during the course of the landfill closure from trucks bringing in clean soil for the four-foot closure cap. Upon completion of closure activities, no traffic, including trash or transfer truck trips, would be generated by the BLRC. Solid waste generated in the City of Los Angeles would need to be disposed of at other area landfills that are located at a greater distance (up to approximately 120 miles) from the City of Los Angeles. In addition, under the No Project Alternative, the air quality and traffic benefits of consolidating trash loads into transfer trucks and reducing the overall number of truck trips to outlying landfills may not be realized. This could potentially result in an increase in the number of truck trips, trip lengths and greater truck traffic on freeways serving the outlying areas than would occur under Alternative D2.

Regardless, under the No Project Alternative, as other landfills in the area reach capacity and close, there will be a need to transport waste greater distances to outlying landfills. If the City is successful in implementing alternative technologies for processing solid waste, which could occur under the No Project Alternative, the total amount of waste required to be landfill could drop substantially. In this event, the traffic impacts of the No Project Alternative would be lower than Alternative D2. The short-term increase in traffic due to closure activities would be similar to the impacts under Alternative D2. However, long-term traffic impacts under the No Project

Alternative could potentially be greater than Alternative D2 as a result of increased traffic to the outlying landfills and the resulting additional local route trucks required to service businesses, residences, and construction sites, unless additional long-term transfer capacity is provided in the City or elsewhere in the region, or the City is successful in implementing alternative methods of dealing with the City's solid waste generation. (DEIR, pp 6-3 thru 6-4.)

Air Quality. Under the No Project Alternative, all solid waste would be redirected to other regional landfills. These other landfills are located in areas such as the Antelope Valley (e.g., the Antelope Valley and Lancaster Landfills) and could also include the Sunshine Canyon, El Sobrante, and Chiquita Landfills. Shipping the solid waste out to these facilities would increase the trip lengths and number of trips as larger transfer trucks would not be utilized and thereby would increase regional air quality emissions. Activities associated with the closure of the landfill (e.g., installing the soil cap and planting vegetation) would generate air emissions associated with the trucks and other equipment. These emissions would be the same as those identified under Alternative D2. No other Project activities would occur and no other emissions would be generated. Therefore, short-term air quality emissions under the No Project Alternative would be the same as those under Alternative D2. Long-term air quality emissions would be greater under the No Project Alternative than under Alternative D2 because of the increased number of trash truck trips that would have to transport MSW on long-hauls to other regional landfills. (DEIR, p. 6-4.)

Noise. Under the No Project Alternative, the only Project activities which would occur are those associated with the landfill closure. Noise impacts would be generated from the trucks and equipment used to accomplish these closure activities. However, due to the distance from any receptor sources these impacts would be less than significant and similar to Alternative D2. Additionally, the gas produced by the closed landfill would continue to be flared off as necessary. These flares produce noise, but the noise would not be a change from the existing conditions. (DEIR, pp 6-4 thru 6-5.)

No other Project activities would occur (e.g., no truck trips associated with the new TS/MRF) and therefore, no noise impacts would be generated by the landfill after its closure. Therefore, long-term noise impacts under the No Project Alternative would be less than those associated with Alternative D2. (DEIR, p. 6-5.)

Aesthetics/Views. Under the No Project Alternative, the closed landfill will have a maximum height of 1,010 feet above msl. The closure activities would include installation of final cover, planting of vegetation on all slopes, and constructing surface water control structures. The maximum height of the closed landfill would not be much higher than currently exists and would not block any views of the mountains from the surrounding land uses. Views of the closed landfill would be primarily of a large, slightly sloping mound. This mound would be vegetated similarly to the slopes of the landfill at the intersection of Glenoaks Boulevard and Peoria Street. Therefore, no change would occur with respect to existing views of the landfill and impacts to views under the No Project Alternative would be the same as Alternative D2. (DEIR, p. 6-5.)

No new sources of light or glare would be introduced to the Project site under the No Project Alternative. Trucks and other equipment would be present during the final closure activities (see Section 3.0). Upon completion of landfill closure activities, no sources of light or glare would be located on the Project site. Therefore, light and

glare impacts under the No Project Alternative would be less than Alternative D2. (DEIR, p. 6-5.)

Geology and Soils. Under the No Project Alternative, the existing operation of the landfill will continue, but the new TS/MRF would not be constructed. Therefore, no erosion or slope stability impacts would occur as a result of these activities and impacts would be less than Alternative D2. (DEIR, p. 6-5.)

Final landfill closure activities would include earth movement activities which would have the potential to expose large areas to the potential effects of soil erosion. Similar to Alternative D2, these activities are regulated by conditions established in the landfill's existing Zoning Variances and in grading permits. Therefore, these potential soil erosion impacts would be the same as those discussed under Alternative D2. (DEIR, p. 6-5.)

All grading associated with the importation and dumping of soils/inert materials, installation of soil cap, planting vegetation and construction of surface water control structures will require that the necessary permits be obtained from the Department of Building and Safety, and that the grading operations conform to all requirements of the City's Building Code. As such, the proposed final landfill cover would not represent soil that is unstable or would be unstable as a result of the Project and potentially result in collapse. Impacts from the No Project Alternative would be the same as those identified for landfill closure under Alternative D2. Overall, potential erosion and slope stability impacts associated with the No Project Alternative would be slightly less (due to the lack of construction activities associated with the new TS/MRF) than those associated with Alternative D2. (DEIR, pp. 6-5 thru 6-6.)

Hydrology/Water Quality. Under the No Project Alternative, no construction activities, expansion of existing operations, or installation of additional holding tanks would occur. All hydrology and water quality impacts associated with the landfill would be the same. The current procedures utilized to control surface/stormwater water runoff and protect water quality would continue to be implemented. No construction activities would occur which could impact water quality. Closure of the landfill would require earth moving activities for the application of the four foot cap and the planting of vegetation. These activities would be in compliance with the conditions listed in the grading permit as required by the Department of Building and Safety. Therefore, impacts to hydrology and water quality would be less than Alternative D2. (DEIR, p. 6-6.)

Hazardous Materials. After closure, no solid waste will be accepted at BLRC for disposal. The possibility of introducing hazardous materials would therefore be less than Alternative D2. No construction activities, operation of the new TS/MRF, or expansion of the green and wood waste would occur under the No Project Alternative. Therefore, no hazardous materials would be utilized on the Project site and impacts would be similar to those under Alternative D2. (DEIR, p. 6-6.)

Utilities (Wastewater). Under the No Project Alternative, leachate generated by the decomposition of landfilled material would continue to be collected through the existing wastewater (leachate) collection and disposal system. This collected leachate would continue to be discharged to the existing public sanitary sewer system under the conditions of the landfill's industrial wastewater discharge permit issued by the Regional Water Quality Control Board. The amount of leachate generated would be the same as that under Alternative D2 as the total amount of landfilled material would be the same. (DEIR, p. 6-6.)

Additionally, the amount of wastewater generated through employee use would decrease upon complete closure of the landfill due to the decrease in the number of employees on-site. Therefore, wastewater impacts associated with the No Project Alternative would be less than those associated with Alternative D2. (DEIR, p. 6-7.)

b. Feasibility of Alternative A

While Alternative A would result in impacts that would be less than those associated with Alternative D2, Alternative A would not meet most of the basic or fundamental project objectives, namely the fundamental objective to accommodate the rapidly growing demand for such TS/MRF facilities within the City of Los Angeles and the corresponding ability to efficiently consolidate and process waste. The City of Los Angeles Bureau of Sanitation has responsibility for the collection, disposal, and recycling of over 1.7 million tons per year of solid waste for the residents of the City of Los Angeles. As such, a waste disposal capacity shortfall could have serious implications for Sun Valley and City of Los Angeles. Currently there are only five landfills in the County that are private and have no restrictions on the ability to accept waste from all jurisdictions, including the City of Los Angeles. (DEIR, p. 2-9.) One of the largest permitted disposal sites in the County, the Puente Hills Landfill, operated by the Los Angeles County Sanitation District, cannot accept waste from the City. As the BLRC is second only to the Puente Hills facility in the volume of municipal solid waste ("MSW") that it was permitted to accept, the BLRC's 10,000 tpd daily permitted volume had been an important disposal source for Sun Valley and the City for years. (DEIR, p. 2-9 to 2-10.) As a result of the 2007 closure of the BLRC landfill, there is a need for future waste disposal options for the City. (See DEIR, p. 2-10.) Alternative A would not achieve many of the basic project objectives.

In 1989, the California Legislature adopted AB 939, a recycling mandate law that called for the diversion of 50% of recyclable material from the waste stream by the year 2000. In 2000, the City of Los Angeles met AB 939's 50% compliance standard and has been maintaining a recycling rate of approximately 62%. In 2006, the Mayor and City Council of the City of Los Angeles set waste diversion goals of 70% by 2015 and 90% by 2025, respectively. (See Report on City of Los Angeles Departments' Recycling Programs, attached as Exhibit A to the February 1, 2009 letter from Andrea K. Leisy of Remy, Thomas, Moose and Manley to William Roschen, Los Angeles City Planning Commission President ("Leisy Letter").) The City of Los Angeles is currently diverting 62% of its waste from landfills. Ultimately, the City of Los Angeles plans to become a zero waste city.

The City of Los Angeles is currently developing a Solid Waste Integrated Resources Plan (SWIRP) which will result in the development and implementation of a 20 year master plan for the City's solid waste and recycling programs. SWIRP will outline the City's objectives to provide sustainability, resource conservation, source reduction, recycling, renewable energy, maximum material recovery, public health and environmental protection for solid waste management planning through 2030 — leading Los Angeles towards being a "zero waste" city. As defined by the Grass Roots Recycling Network, Zero Waste is a philosophy and a design principle for the 21st Century. It includes "recycling" but goes beyond to address the reduction of "upstream" waste created through mining, extraction, and manufacturing of products. Zero waste involves maximizes recycling, minimizes waste, reduces consumption and encourages the development of products that are made to be reused, repaired or recycled back into nature or the marketplace. (See Solid Waste Integrated

Resources Plan (SWIRP) background information, attached as Exhibit B to the Leisy Letter.) Moreover, the former Mayor of Los Angeles, Jim Hahn, declared in 2005 that he wanted the City landfill free by 2006. (See Highlights of Mayor Hahn's record on improving neighborhoods, attached as Exhibit C to the Leisy Letter.)

The City recognizes that new policies, programs and facilities will be needed in order to reach the Mayor and City Council's waste diversion goals, as well as to achieve zero waste by 2030 and that radical changes will be required in three areas: product creation (manufacturing and packaging), product use (use of sustainable, recycled and recyclable products), and product disposal (resource recovery or landfilling). (See Exhibit B to the Leisy Letter.)

As a TS/MRF, BLRC's Alternative D2 will provide the City of Los Angeles with a facility through which it can work towards achieving its zero waste goal, without new or expanded landfill space. Alternative D2 provides for future waste disposal and diversion options in the Los Angeles area by allowing for the BLRC to evolve from its historically permitted 10,000 tpd disposal rate to the acceptance of 4,000 tpd of MSW for processing, consolidating and hauling off-site to other regional landfills. In Phase II of the Project, an expanded MRF would process up to 1,000 tpd of materials that would be recycled and eventually reused in the marketplace. (DEIR, p. 2-13.).

Alternative D2 is also consistent with the current national trend of communities transporting their waste to large, regional facilities, as older landfills near urban centers reach capacity and begin closing. (See EPA's manual: Waste Transfer Stations: A Manual for Decision-Making (attached as Exhibit D to the Leisy Letter) (explaining why transfer stations, as well as MRFs, are needed and can be beneficial to communities).) The transfer station serves as the critical link in making cost-effective shipments to these distant facilities. (Id., pp. 2-3.) The transfer station facility serves to consolidate waste from multiple collection vehicles into larger, high-volume transfer vehicles for more economical shipment to distant disposal sites. (Id., p. 2) No long term storage of waste occurs at a transfer station; waste is quickly consolidated and loaded into a larger vehicle and moved off the site, usually in a matter of hours (Id.).

Alternative A, the No Project Alternative, however, would not provide for sufficient future waste disposal options in the Los Angeles area as it would not allow for the BLRC to maintain an acceptance of 4,000 tpd of MSW for processing and hauling off-site to other regional landfills facilities, nor would it allow for an eventual expanded MRF to process 1,000 tpd of materials that would be recycled and eventually reused in the marketplace. (DEIR, p. 2-13.). Alternative A could also thwart the City's goals of maximum waste diversion as set forth in the City's 1993 Solid Waste Management Goals, Objectives and Policies, incorporated herein by reference. (See also, "City of Los Angeles Solid Waste Planning Background Studies Summary Report (January 2006), incorporated herein by reference.) (FEIR, p. 4-891, Response 121-23.) Therefore, the City Council finds this alternative to be infeasible.

2. **Alternative B - Reduced Transitional Vertical Expansion – 19' Increase.** Under Alternative B, the 43-foot transitional vertical increase proposed in Alternative D2 would be reduced to a 19-foot increase. All other components of this Alternative would be the same as Alternative D2. The proposed TS/MRF would be constructed, and the green and wood waste and Phase I MRF operations would be expanded. Closure activities would take place at the landfill in accordance with regulatory requirements.

a. Analysis of Alternative B's Ability to Reduce Significant Unavoidable Project Impacts

Land Use and Planning. Under Alternative B, the height of the landfill would be increased by 19 feet to a maximum of 1,029 feet above msl. This alternative would be compatible with the surrounding land uses and consistent with the applicable plans and policies identified in Section 4.2 of the EIR. Alternative B would employ the same activities as the Project except the height of the landfill would be increased by 19 feet. Therefore, land use and planning impacts under Alternative B would be similar to those identified under Alternative D2. (DEIR, p. 6-7.)

Transportation and Circulation. Alternative B would be identical to Alternative D2 with the inclusion of the maximum height of the existing landfill. Under this alternative, the height of the landfill would be increased by 19 feet to a maximum of 1,029 feet above msl. The level of traffic generated by the landfill would be expected to be greater than that generated under Phase I of Alternative D2, until maximum capacity is reached. This is due to the fact that the amount of trash accepted on a daily basis would be the same as under Alternative D2, however, the maximum capacity would be reached later and therefore, the amount of time in which additional truck trips are realized would be greater. Under this portion of Alternative B, five intersections would be significantly impacted. Upon closure of the landfill and conversion to the TS/MRF, traffic impacts are expected to be the same as Alternative D2, with two intersections being significantly impacted. (DEIR, p. 6-7.)

Air Quality. Under Alternative B, the maximum height of the existing landfill would be increased by 19 feet and all activities proposed in Phase II would remain the same. Disposal of solid waste was assumed to continue until April 14, 2007. Air emissions would be generated during Phase I by the construction of the new TS/MRF facility. These impacts would be similar to those identified under Alternative D2. Production of landfill gas would be greater under the alternative (see Appendix F) compared to Alternative D2, and, even though gas levels would increase, the increase would be lower than the peak gas generation from the landfill which occurred in 2002, thereby reducing potential surface emissions. Landfill gas produced under this alternative would be within the capacity of the existing landfill gas collection and control system. During Phase II, the solid waste would be consolidated at the transfer station before being shipped to other locations and landfill closure activities would occur. These activities are the same as those identified in Alternative D2 and therefore, the air quality impacts associated with Alternative B under Phase II would be the same as those under Alternative D2. (DEIR, p. 6-8.)

Noise. Under Alternative B, the existing landfill would continue to operate until it reaches its capacity with the 19 foot expansion on or before April 14, 2007. Noise would be generated by the trash trucks on the roadways and equipment on the landfill. However, the noise generated by landfilling operations would be greater under this alternative than under Alternative D2 because more trash would be brought to the landfill on a daily basis. In addition, noise would be generated by the flares and the construction activities for the new TS/MRF. During Phase II, noise would be generated by the operation of the new TS/MRF and the activities required to close the landfill in accordance with applicable regulations. These noise impacts under Alternative B are anticipated to be the same as those described under Alternative D2. (DEIR, p. 6-8.)

Aesthetics/Views. Project activities under Alternative B would be identical to Alternative D2 with the exception of the maximum height of the landfill. Under Alternative B, the height of the landfill would be raised by 19 feet for a maximum

height of 1,029 feet above msl. All other activities associated with this alternative would remain the same as Alternative D2. (DEIR, p. 6-8.)

The same visual simulation study was conducted for this alternative as was conducted under Alternative D2. Photographs from the eight study locations (see Figure 4.6-10 in Section 4.6) were taken and the proposed elevations of the landfill under this alternative were laid on top. Figures 6.1 through 6.8 show the before and after photographs from each of these locations. As can be seen in these photographs, the views from locations 1 and 2 are not affected by the 19 foot increase. The views from locations 3 and 4 would be partially blocked by the 19 foot expansion of the landfill, but portions of the mountains would still be visible in the background. The 19 foot landfill expansion would make the views of the landfill more visible from locations 5 through 7 but would not block any mountain views, as the mountains are not visible from these locations. The view from location 8 would include a slightly larger landfill view. However, the increase in the height of the landfill does not block the views of the mountains from this location. (DEIR, pp. 6-8 thru 6-9.)

The impacts associated with view blockage under this alternative would be greater than those associated with Alternative D2, but still less than significant. Since no other aspects of this alternative would differ from Alternative D2, impacts associated with light and glare would be the same. (DEIR, p. 6-9.)

Geology and Soils. Under Alternative B, all aspects of Alternative D2 would remain the same with the exception of the maximum height of the landfill. Under this alternative, the height of the landfill would be increased by 19 feet to a maximum height of 1,029 feet above msl. All procedures regulating the operation of the existing landfill would remain in place to control the possibility of erosion and slope stability associated with earth moving activities. All earth moving impacts associated with the construction of the new TS/MRF, closure of the landfill and expansion of the green and wood waste would be the same as those identified under Alternative D2. Therefore, geology and soils impacts associated with Alternative B would be the same as those under Alternative D2. (DEIR, p. 6-18.)

Hydrology. Under Alternative B, all aspects of Alternative D2 would remain the same with the exception of the maximum height of the landfill. Under this alternative, the height of the landfill would be increased by 19 feet to a maximum height of 1,029 feet above msl. The same procedures for controlling stormwater runoff and protecting water quality that are currently used would continue to be used under Alternative B. In addition, any construction that requires earth moving activities would comply with all applicable State and federal regulations, including NPDES, and the conditions listed on the grading permit as required by the Department of Building and Safety. Therefore, impacts to hydrology and water quality under Alternative B would be similar to Alternative D2. (DEIR, p. 6-18.)

Hazardous Materials. Under the Alternative B, the Bradley Landfill was assumed to continue accepting solid waste until the ZV expired on April 14, 2007. The Bradley Landfill has not accepted hazardous waste and has measures in place to ensure that hazardous wastes do not enter the landfill under closure conditions. Hazardous materials impacts associated with the landfill under Alternative B would be the same as those identified for the operation of the existing landfill under Phase I of Alternative D2. (DEIR, p. 6-18.)

No hazardous materials would be required for the construction of the new TS/MRF or expansion of the green and wood waste facility. Operation of the new TS/MRF would utilize the same procedures as the existing landfill to prevent hazardous materials from entering the TS and being sent to other landfills. Landfill gas production would be greater under this alternative, but landfill gas would continue to be handled by the existing landfill gas collection and control system. Therefore, hazardous materials impacts would be the same as those identified under Alternative D2. (DEIR, p. 6-18.)

Utilities (Wastewater). Under Alternative B, leachate generated by the decomposition of landfilled material would continue to be collected through the existing wastewater (leachate) collection and disposal system. This collected leachate would continue to be discharged to the existing public sanitary sewer system under the conditions of the landfill's industrial wastewater discharge permit issued by the Regional Water Quality Control Board. Due to the proposed increase in height of the landfill by 19 feet, additional water would be present in the landfill trash. This increase in water would generate a slight increase in the amount of leachate generated by the landfill. The amount of leachate generated would be greater than the amount generated under Alternative D2. Therefore, leachate impacts would be greater under Alternative B than under Alternative D2. (DEIR, pp 6-18 thru 6-19.)

Since no other aspects of Alternative D2 would change under Alternative B, the same number of employees would be on site and would generate the same amount of wastewater from the use of restrooms, etc. Therefore, impacts from wastewater generation would be the same under Alternative B as under Alternative D2. (DEIR, p. 6-19.)

b. Feasibility of Alternative

This Alternative anticipates an increase in the height of the landfill, which can no longer occur. Once the permit variance expired for the landfill on April 14, 2007, landfill closure activities began immediately, as required under BLRC's landfill closure and post-closure plan. (See Title 27, Cal. Code Reg., Ch. 4, § 21769.) An expansion of the landfill at this time would require the closure activities to cease and for the project applicant to obtain another operating permit. Regardless, by excluding the vertical expansion, all other aspects of this Alternative B would be the same as Alternative D2; thus the impacts associated with this alternative would be the same. Therefore, the City Council finds this alternative to be infeasible on environmental grounds because it would not offer any environmental advantages over the proposed project.

3. **Alternative C - Reduced Transfer Station Alternative.** Under Alternative C, the proposed TS/MRF capacity (throughput) would be reduced by 25 percent, to a 3,000 tpd TS and 750 tpd MRF and the 43-foot transitional vertical expansion would occur. All other components of Alternative D2 would remain the same. Green and wood waste and Phase I MRF operations would be expanded. Closure activities would take place on the landfill in accordance with regulatory requirements. (DEIR, p. 6-19.)

a. Analysis of Alternative C's Ability to Reduce Significant Unavoidable Project Impacts

Land Use and Planning. Both Phase I and Phase II of Alternative C would be the same as Alternative D2, except the throughput of the new TS/MRF would be reduced by 25%. However, this reduction in the capacity of the new TS/MRF would not

change the compatibility of the BLRC with the surrounding land uses or the Project's consistency with the applicable goals and policies. Therefore, land use and planning impacts associated with Alternative C would be the same as those identified under Alternative D2. (DEIR, p. 6-19.)

Transportation and Circulation. Under Phase I of Alternative C, the traffic associated with closure activities of this Alternative would be the same as Alternative D2. Under Phase II, operation of the new TS/MRF would begin. However, it is anticipated that traffic generated by the operation of the new TS/MRF would be approximately 25% less due to the reduction in capacity of the facility. Therefore, while short-term traffic impacts under Alternative C would be the same as Alternative D2, the long-term traffic impacts would be less than Alternative D2. (DEIR, pp. 6-19 thru 6-20.) The msw and recyclables that would otherwise be processed at BLRC would, however, nevertheless have to be transported elsewhere for disposal and processing. Thus, while local trips around BLRC could be reduced in the long-term, the number of regional trips would not.

Air Quality. Under Alternative C, Phase I would be identical to Alternative D2. During Phase II, the solid waste would be consolidated at the transfer station before being shipped to other locations and landfill closure activities would occur. However, the throughput of the new TS/MRF would be reduced by 25% under this alternative. Since the TS under this alternative would not be able to process the same quantity of solid waste per day, it is possible that more trips to outlying area landfills by trash trucks would be required, in the event that sufficient transfer capacity is not available for consolidation of loads elsewhere in Los Angeles or the region. In this case, air quality impacts of the Alternative could be greater than Alternative D2. Alternatively, if, in the long run, the City is successful in reducing the need for landfilling of solid waste or if regional transfer capacity is adequate, the reduction of transfer capacity associated with this Alternative would not have the potential to result in increased traffic generation. In this case, air quality impacts under Phase II of Alternative C would be less than under Alternative D2. (DEIR, p. 6-20; see also ICF White Paper: Greenhouse Gas Offsets from Recycling (April 18, 2008); Letter to Mary Nichols from County Sanitation Districts of Los Angeles (March 5, 2008) (re: greenhouse gas emission reductions from composting and using green waste as ADC).)

Noise. Under Alternative C, Phase I would be identical to Alternative D2. Noise would be generated by the flares, and the construction activities for the new TS/MRF. During Phase II, noise would be generated by the operation of the new TS/MRF and the activities required to close the landfill in accordance with applicable regulations. Since the capacity of the new TS/MRF would be reduced by 25% under this alternative and would not be able to process the same quantity of solid waste, fewer trash and transfer trucks would be entering/exiting the landfill. With fewer trucks utilizing the Project site, noise impacts generated by these vehicles are anticipated to be less than Alternative D2. (DEIR, p. 6-20.)

Aesthetics/Views. Under Alternative C, Phase I would be the same as Alternative D2. The aesthetic impacts relating to light/glare would be the same as Alternative D2. While the capacity of the new TS/MRF would be reduced by 25%, it is not expected to reduce the visual impacts associated with Alternative D2. The new TS/MRF would be located in an area that is only partially visible from San Fernando Road. The reduction in capacity would not change the amount of the facility that was visible. Additionally, the same sources of light would be required and the same source of glare (e.g., trucks) would still be entering the facility. Therefore,

aesthetic/view impacts associated with Phase II under Alternative C would be the same as those identified under Alternative D2. (DEIR, p. 6-20.)

Geology and Soils. Phase I of Alternative C would be identical to Alternative D2. The same activities would occur during this phase and the landfill would continue to use the same procedures that are currently in place to control soil erosion and protect slope stability. Therefore, geology and soils impacts under Phase I of Alternative C would be similar to those identified under Alternative D2. Under Phase II, all activities would be the same, including landfill closure and new TS/MRF operation. However, the amount of solid waste processed by the TS would be 25% less. The only earth moving activities required would be for the closure of the landfill (e.g, installing the soil cap, planting vegetation, etc.). No earth moving activities would be required for the operation of the new TS/MRF. Therefore, geology and soils impacts associated with Phase II under Alternative C would be the same as those identified under Alternative D2. (DEIR, p. 6-21.)

Hydrology. Under Alternative C, all activities associated with Alternative D2 would remain the same except the capacity of the new TS/MRF would be decreased by 25%. The same procedures for controlling stormwater runoff and protecting water quality that are currently used would continue to be used under Alternative C. In addition, any construction that requires earth moving activities would comply with all applicable State and federal regulations, including NPDES, and the conditions listed on the grading permit as required by the Department of Building and Safety. Therefore, impacts to hydrology and water quality under Alternative C would be similar to Alternative D2. (DEIR, p. 6-21.)

Hazardous Materials. The same activities would occur under Alternative C as would occur under Alternative D2. No hazardous materials would be required for the construction of the new TS/MRF or expansion of the green/wood waste facility. Operation of the new TS/MRF under Phase II would utilize the same procedures as the existing landfill to prevent hazardous materials from entering the TS and being sent to other landfills. Therefore, hazardous materials impacts would be the same as those identified under Alternative D2. (DEIR, p. 6-21.)

Utilities (Wastewater). Under Alternative C, leachate generated by the decomposition of landfilled material would continue to be collected through the existing wastewater (leachate) collection and disposal system. This collected leachate would be discharged to the existing public sanitary sewer system under the conditions of the landfill's industrial wastewater discharge permit issued by the Bureau of Sanitation. The amount of leachate generated would be the same as anticipated under Alternative D2. Therefore, leachate impacts under Alternative C would be the same as those identified under Alternative D2. (DEIR, p. 6-22.)

Operation of the new TS/MRF is not anticipated to generate any wastewater. A slight decrease in the wastewater generated by employees is anticipated since fewer employees would be needed with reduced capacity of the new TS/MRF. Therefore, impacts from wastewater generation would be slightly less under Alternative C than under Alternative D2. (DEIR, p. 6-22.)

b. Feasibility of Alternative C.

As noted above, any vertical expansion associated with Alternative C is infeasible. Once the permit variance expired for the landfill on April 14, 2007, landfill closure activities began immediately as required under BLRC's landfill closure and post-

closure plan. (See Title 27, Cal. Code Reg., Ch. 4, § 21769.) An expansion of the landfill at this time would require the closure activities to cease and for the project applicant to obtain another operating permit.

A reduced TS/MRF is rejected as infeasible as it would not meet most of the basic and fundamental project objectives, namely to accommodate the rapidly growing demand for such TS/MRF facilities within the City of Los Angeles and the corresponding ability to efficiently consolidate and process waste. The City of Los Angeles Bureau of Sanitation has responsibility for the collection, disposal, and recycling of over 1.7 million tons per year of solid waste for the residents of the City of Los Angeles. As such, a waste disposal capacity shortfall could have serious implications for Sun Valley and City of Los Angeles. (DEIR, p. 2-9.) As a result of the 2007 closure of the BLRC landfill, there is a need for future waste disposal options for the City. (See DEIR, p. 2-10.)

Moreover, in 1989, the California Legislature adopted AB 939, a recycling mandate law that called for the diversion of 50% of recyclable material from the waste stream by the year 2000. In 2000, the City of Los Angeles met AB 939's 50% compliance standard and has been maintaining a recycling rate of approximately 62%. In 2006, the Mayor and City Council of the City of Los Angeles set waste diversion goals of 70% by 2015 and 90% by 2025, respectively. The City of Los Angeles is currently diverting 62% of its waste from landfills.

Ultimately, the City of Los Angeles plans to become a zero waste city. The City of Los Angeles is currently developing a Solid Waste Integrated Resources Plan (SWIRP) which will result in the development and implementation of a 20 year master plan for the City's solid waste and recycling programs. SWIRP will outline the City's objectives to provide sustainability, resource conservation, source reduction, recycling, renewable energy, maximum material recovery, public health and environmental protection for solid waste management planning through 2030 — leading Los Angeles towards being a "zero waste" city. As defined by the Grass Roots Recycling Network, Zero Waste is a philosophy and a design principle for the 21st Century. It includes "recycling" but goes beyond to address the reduction of "upstream" waste created through mining, extraction, and manufacturing of products. Zero waste involves maximizes recycling, minimizes waste, reduces consumption and encourages the development of products that are made to be reused, repaired or recycled back into nature or the marketplace.

The City recognizes that new policies, programs and facilities will be needed in order to reach the Mayor and City Council's waste diversion goals, as well as to achieve zero waste by 2030 and that radical changes will be required in three areas: product creation (manufacturing and packaging), product use (use of sustainable, recycled and recyclable products), and product disposal (resource recovery or landfilling).

The reduced TS/MRF under Alternative C, however, would not provide for sufficient future waste disposal options in the Los Angeles area because Alternative C would not allow for the BLRC to maintain an acceptance of 4,000 tpd of MSW for processing and hauling off-site to other regional landfills facilities, nor would it allow for an eventual expanded MRF to process 1,000 tpd of materials that would be recycled and eventually reused in the marketplace. (DEIR, p. 2-13.). A reduced TS/MRF would also possibly thwart the City's goals of maximum waste diversion as set forth in the City's 1993 Solid Waste Management Goals, Objectives and Policies, incorporated herein by reference. (FEIR, p. 4-891, Response 121-23.)

Furthermore, reduced TS/MRF under Alternative C would also diminish the greenhouse gas reduction benefit Alternative D2 would provide. The Climate Change Draft Scoping Plan prepared by the California Air Resources Board (June 2008) recognizes that increasing waste diversion from landfills beyond the current rate of 54 percent (which exceeds the 50 percent mandate) provides additional recovery of recyclable materials and will directly reduce greenhouse gas emissions. The 25% reduction in recycling capacity under Alternative C (a 750 tpd MRF), however, would be a substantial reduction in the amount of recyclable materials that the facility could process under Alternative D2. A reduction in recycling correlates to a reduction in greenhouse gas benefits.

Increased recycling of products, such as paper, metals, and plastics has been shown to provide greenhouse gas benefits in several ways. Recycling paper reduces the amount of organic material placed in landfills, and thus reduces the amount of methane that is generated from the decomposition of waste. Paper recycling also reduces forest harvest for virgin paper production, and so increases the average age (and tree size) of the forested land, providing carbon sequestration benefits. Recycling and remanufacturing of aluminum, steel, and plastics reduces energy consumption (and associated emissions from fossil fuel combustion), which is lower for recycled material acquisition and manufacturing than corresponding processes with virgin inputs. Finally, recycling can reduce non-energy CO2 emissions from industrial processes. A reduced MRF under Alternative C would result in a less of a reduction in greenhouse gas from recycling.

Alternative C would also not avoid or substantially reduce the significant adverse impacts of the project. While, as discussed above, traffic and air quality impacts would be reduced somewhat, the impacts would not be reduced to a less than significant level.

For the reasons stated above, the City Council finds this alternative to be infeasible.

4. **Alternative D2. Transfer Station Only, No Vertical Expansion, Revised Design.** Alternative D2, a variation on Alternative D analyzed in the Draft EIR, was identified to encompass all proposed activities that may be permitted to occur on the project site after expiration of the ZV on April 14, 2007. Activities allowed under Alternative D2 include: (1) landfill closure (required by State regulations governing the management of landfills in California); (2) expansion of the existing MRF (previously referred to as the Phase I MRF); (3) construction of the new TS/MRF; (4) closure of the existing MRF and operation of the new TS/MRF; and (5) expansion of green and wood waste operation. (Final EIR, pp. 3-126 thru 141.) Alternative D2 reflects the applicant's proposed design modifications for the TS/MRF.

   Specifically, under Alternative D2, the design of the TS/MRF would be the same as under the proposed Project but on-site circulation of trucks would be modified such that incoming trucks would enter on the same roadway but would enter the TS/MRF on the south side of the building, then proceed through the building to discharge their loads, then exit the building at the southwest corner and exit the facility via the same roadway as proposed under Alternative D (see Figure 6-9, Alternative D2 Site Plan). This revised circulation pattern would allow the loading of waste transfer trucks and recyclables trucks to take place on the north side of the new TS/MRF building (see Figure 6-10, Alternative D2 Floor Plan). Under this site plan, this activity would be screened by the TS/MRF building from residential uses located on the west side of San Fernando Road. The access roadway that would be used by incoming waste trucks would also be located

behind an earthen berm that would include a fence and vegetative plantings on top of the berm.

The same design features for the TS/MRF under the proposed Project (enclosed on all sides, maintenance of negative pressure to contain odors within the building, odor control system) would be incorporated into the TS/MRF building under Alternative D2. The maximum processing capacity of the TS/MRF under Alternative D2 would be the same as the proposed Project (4,000 tpd TS/1,000 tpd MRF). The TS/MRF would be expected to reach stabilized operation in 2012.

Under Alternative D2, no transitional vertical expansion would occur within the landfill. Landfill closure activities will be undertaken on the existing landfill in accordance with regulatory requirements. All other components of the proposed Project would remain the same. The proposed TS/MRF would be constructed, and green and wood waste and Phase I MRF operations would be expanded. Timing of activities occurring under Alternative D2 is shown in Figure 6-13, Alternative D2 Activity Phasing.

a. Analysis of Alternative D2.

Land Use and Planning. Under Alternative D2, the existing landfill would not be expanded. The closed landfill and the proposed TS/MRF would be compatible with the surrounding land uses and consistent with the applicable goals and policies as discussed under the proposed Project, with the exception of those policies/goals dealing specifically with solid waste. Without the height expansion, new locations for the disposal of solid waste would be required. Therefore, the short-term land use and planning impacts under Alternative D2 would be slightly greater than the proposed Project, while the long-term impacts would be the same as the proposed Project. (Final EIR, pp. 3-126-141.)

Transportation and Circulation. Under Alternative D2, the existing landfill would not be expanded, and the allowable height would not be increased. Traffic generation that would be associated with the Phase I Transitional Vertical Expansion under the proposed Project would not occur. Under Alternative D2, activities that could take place on the project site would be limited to: (1) landfill closure; (2) expansion of the existing MRF (previously referred to as the Phase I MRF); (3) construction of the new TS/MRF; (4) operation of the new TS/MRF; and (5) expansion of green and wood waste operation. Of these activities, the maximum traffic generation scenario would occur under one of two scenarios. First, if the following activities were to take place simultaneously: (1) landfill closure; (2) Phase I MRF; (3) construction of the new TS/MRF; (4) expanded green and wood waste operations. This scenario could occur because construction and operation of the new TS/MRF cannot occur simultaneously. The other traffic generation scenario would be the final operating condition at the BLRC site, after completion of all interim activities, and would consist of operation of the new TS/MRF and expanded green and wood waste operations.

The first scenario described above corresponds to the traffic scenario evaluated in the Draft EIR for Phase I Construction, plus traffic associated with landfill closure less traffic associated with the transitional vertical landfill expansion. As shown in Table 4-3 in Chapter 4.0, Responses to Comment of the Final EIR, trip generation associated with the transitional landfill expansion (1,272 daily truck trips) is greater than trip generation associated with landfill closure (240 daily truck trips). Therefore the Phase I Construction scenario under Alternative D2 would be reduced by approximately 1,000 trips compared to the proposed Project, or approximately 2,650 daily trips. The second scenario, final operating condition, would be the same under

Alternative D2 as under the proposed Project (3,960 daily trips). The Phase II Construction scenario, which was the highest level of traffic generation evaluated in the Draft EIR would never occur under Alternative D2 since landfill closure would be completed before the new TS/MRF opens. As such, maximum traffic generation under Alternative D2 would potentially be substantially lower than the proposed Project. Implementation of the traffic mitigation measures identified for the proposed Project would also mitigate impacts associated with Alternative D2. (Final EIR, pp. 3-126-141.)

Air Quality. Under Alternative D2, the height of the existing landfill would not be increased and the landfill would be closed when it reached its currently allowed maximum height of 1,010 feet msl. Phase I of the project would also include the construction of the new TS/MRF. Air emissions would be generated during closure of the landfill and construction of the TS/MRF. Solid waste disposal requires trucking that msw to outlying landfills. The TS/MRF would assist in offsetting the potential increase in the number of trash trucks on the highways and the trip lengths required to dispose of solid waste, including regional air quality emissions. Under Alternative D2, Phase II would be identical to the proposed Project. Therefore, Phase II air quality impacts under Alternative D2 would be the same as those identified for the proposed Project. As noted above under Transportation, trip generation under Alternative D2 would not exceed trip generation of the proposed Project during any phase.

A Health Risk Assessment (HRA) was prepared to identify potential air toxic impacts to the community from operation of diesel-fueled solid waste collection vehicles (SWCV), transfer trucks and other equipment under Alternative D2. The HRA was provided in the same way as the HRA for the proposed Project. (See Section 4.4.)

Health Risk Assessment Analysis and Results. In accordance with the OEHHA Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments, cancer risks were calculated using an inhalation cancer potency factor for DPM of 1.1 (mg/kg-day)-1 and chronic non-cancer risks were calculated using a Reference Exposure Level (REL) for DPM of 5 µg/m3. These health factors for DPM were developed based on whole diesel exhaust (both gas and particulate matter) so that DPM is a surrogate for all the speciated compounds within DPM. In accordance with Appendix D of the OEHHA guidance, acute non-cancer risk of speciated compounds is not required since the potential cancer risk from inhalation exposure to DPM will outweigh the potential non-cancer health impacts.

Annual average air concentrations were calculated for each receptor using the DPM emission rates shown in Table 4.4-13, Section 4.4. The resulting concentrations at the maximum exposed offsite worker and maximum exposed residential receptor were then used to calculate the health risks following SCAQMD's Rule 1401 methodology. As summarized in Table 6-1, the maximum exposed individual worker (at Art Street and Sutter Avenue) is predicted to be exposed to a MICR from DPM of 9.72 in one million. The maximum exposed individual resident (on Art Street near San Fernando Road) is predicted to be exposed to a MICR from DPM of 9.53 in one million.

SCAQMD has not established a specific risk threshold for mobile sources (i.e., trucks). SCAQMD Rule 1401 regulates permitting of new stationary source emissions. This rule allows permits for cancer risk up to 10 in one million as long as the equipment has Best Available Control Technology for Toxics (T-BACT). Refuse trucks are currently regulated by ARB and ARB requires retrofits over time to reduce

PM10 emissions by use of BACT. SCAQMD recently adopted a rule requiring rail yards to notify the public if the risk from facility emissions exceeds 10 in one million. Taking all of these factors into account, the HRA utilized the SCAQMD standard of 10 in one million for new sources as a conservative threshold for identifying significant impacts.

Since MICR of 9.72 in one million at the maximum exposed individual worker and MICR of 9.53 in one million at the maximum exposed individual resident are both less than 10 in one million, incremental cancer risk for the project is found to be a less than significant impact.Impacts related to non-cancer risks resulting from Alternative D2 would also be less than significant. (Final EIR, pp. 3-126-141.)

Noise. Under Alternative D2, the landfill would be closed when it reaches its current maximum elevation of 1,010 feet msl. The remaining components of Phase I, construction, expansion, and installation activities, would remain the same as those identified under the proposed Project. Noise would be generated by the trash trucks on the roadways and equipment on the landfill until such time as the landfill is closed. In addition, noise would be generated by the flares and the construction activities for the new TS/MRF. The noise impacts under Alternative D2 for Phase I are anticipated to be less than those under the proposed Project under the Phase I Construction scenario. This is because, even though landfill closure and TS/MRF construction activities could be taking place simultaneously under Alternative D2, the Phase I Construction scenario evaluated in the Draft EIR included simultaneous TS/MRF construction and additional landfilling activity that involved operation of similar equipment as would be utilized during landfill closure.

During Phase II, noise would be generated by the operation of the new TS/MRF and the landfill closure activities required in accordance with applicable regulations. The revised design of the TS/MRF under Alternative D2 compared to the proposed Project would route incoming trucks to an entrance on the south side of the building, from where they would then proceed through the building to discharge their loads, then exit the building at the southwest corner and exit the facility via the same roadway as proposed under Alternative D (see Figure 6-9, Alternative D2 Site Plan). This revised circulation pattern would allow the loading of waste transfer trucks and recyclables trucks to take place on the north side of the new TS/MRF building, further screening TS/MRF activity from residential uses located on the west side of San Fernando Road.

Furthermore, the access roadway to be used by incoming waste trucks would be located behind an earthen berm that would include a fence and vegetative plantings on top of the berm. This berm and vegetated area would extend the length of the TS/MRF site parallel to San Fernando Road and would completely screen the roadways into and out of the TS/MRF and the parking area from San Fernando Road. In addition, the roadway used by waste transfer and recyclables trucks on the north side of the TS/MRF building would be located below the floor elevation of the TS/MRF building, further screening these trucks from San Fernando Road. The berm and vegetated area would also partially screen the lower levels of TS/MRF building, although the upper levels of the building would be visible from San Fernando Road. This design modification would further reduce noise-related impacts during operation of the TS/MRF from locations southwest of San Fernando Road. (Final EIR, pp. 3-126-141.)

Aesthetics/Views. Under Alternative D2, the maximum height of the landfill would not be increased; however, the remaining components of the proposed Project would

stay the same. As the height of the existing landfill would not be increased, no blockage of views of the surrounding mountains would occur. Views would be similar to what is currently available (see the before photographs in Figures 6-1 through 6-8, above). Since no blockage of views would occur, there would be no significant visual impacts associated with this alternative. Impacts with respect to aesthetics (view blockages) under Alternative D2 would be less than under the proposed Project.

Furthermore, an earthen berm including a fence and vegetative plantings would extend the length of the TS/MRF site parallel to San Fernando Road and would completely screen the roadways into and out of the TS/MRF and the parking area from San Fernando Road. The roadway used by waste transfer and recyclables trucks on the north side of the TS/MRF building would be located below the floor elevation of the TS/MRF building, further screening these trucks from San Fernando Road. The berm and vegetated area would also partially screen the lower levels of TS/MRF building, although the upper levels of the building would be visible from San Fernando Road. This design modification would further reduce visual impacts related to the TS/MRF compared to the proposed Project.

Since the remaining aspects of the project would stay the same as the proposed Project, the same sources of light and glare are anticipated. These include security and facility lighting, headlights from trucks, and glare from trucks and other equipment. This would produce the same amount and type of impacts associated with light and glare as discussed under the proposed Project. Therefore, light and glare impacts under Alternative D2 would be the same as those under the proposed Project.

Geology and Soils. Under Alternative D2, the maximum height of the existing landfill would not be increased. During the operation of the existing landfill, the same procedures that are currently used to control soil erosion and to ensure slope stability would continue to be practiced. The other activities associated with Phase I of the proposed Project would still occur (e.g., green and wood waste expansion and construction of the TS/MRF). Phase II of Alternative D2 would be the same as described for the proposed Project. The earth moving activities associated with the activities in Phase I and II would be conducted in accordance with the existing conditions placed on the landfill and the conditions of the grading permits as required by the Department of Building and Safety. Therefore, geology and soils impacts under Alternative D2 would be the same as those identified under the proposed Project.

Hydrology. Under Alternative D2, the height of the existing landfill would not be increased beyond its currently permitted height of 1,010 feet above msl. All other activities associated with the proposed Project would remain the same. The same procedures for controlling stormwater runoff and protecting water quality that are currently used would continue to be used under Alternative D2. In addition, any construction that requires earth moving activities would comply with all applicable State and federal regulations, including NPDES, and the conditions listed on the grading permit as required by the Department of Building and Safety. Therefore, impacts to hydrology and water quality under Alternative D2 would be similar to the Proposed Project.

Hazardous Materials. The same activities would occur under Alternative D2 as would occur under the proposed Project, except the maximum height of the existing landfill would not be increased beyond its currently permitted height of 1,010 ft above

msl. Under the Alternative D2, the Bradley Landfill was assumed to continue accepting solid waste until its existing permit expired in April 2007 (or sooner if it reaches capacity). BLRC does not accept hazardous waste and has measures in place to ensure that hazardous wastes do not enter the landfill. These procedures would remain in place until the landfill is closed and capped. Therefore, hazardous materials impacts associated with Alternative D2 are less than significant.

No hazardous materials would be required for the construction of the new TS/MRF, or expansion of the green and wood waste facility. Operation of the new TS/MRF under Phase II would utilize the same procedures as the existing landfill to prevent hazardous materials from entering the TS and being sent to other landfills. Therefore, hazardous materials impacts would be the same under Alternative D2 as those identified under the proposed Project.

Utilities (Wastewater). Under Alternative D2, leachate generated by the decomposition of landfilled material would continue to be collected through the existing wastewater (leachate) collection and disposal system. This collected leachate would be discharged to the existing public sanitary sewer system under the conditions of the landfill's industrial wastewater discharge permit issued by the Regional Water Quality Control Board. Since the height of the existing landfill would not be increased, the amount of leachate generated is anticipated to be slightly less than under the proposed Project. Therefore, leachate impacts under Alternative D2 would be less than those identified under the proposed Project.

Operation of the new TS/MRF is not anticipated to generate any wastewater. A slight increase in the wastewater generated by employees is anticipated since more employees would be needed with operation of the new TS/MRF. Therefore, impacts from wastewater generation would be the same under Alternative D2 as under the proposed Project.

The original proposed project included a vertical expansion of the landfill, increased green and wood waste operations and construction and operation of a new TS/MRF. During the course of the review process, the landfill operating permit expired, eliminating the potential for the landfill vertical expansion. It was determined that Alternative D2 reduced several of the significant effects associated with the original proposed project, and better matched the City's recycling, environmental and policy concerns. BLRC has agreed to pursue a SWF permit that would implement Alternative D2.

b. Findings on Feasibility of Alternatives

Section 15126.6, subdivision (f) of the CEQA Guidelines requires that an EIR include "a range of reasonable alternatives to the project, or to the location of the project, which would avoid or substantially lessen any significant effects of the project." Based on the analysis in the EIR, the project as proposed was expected to result in significant and unavoidable impacts to air quality. The alternatives to the project were designed to avoid or substantially reduce these significant and unavoidable impacts and to further reduce impacts that are found to be less than significant following mitigation. The City has reviewed the significant impacts associated with a reasonable range of alternatives as compared with the project as originally proposed, and in evaluating the alternatives has also considered each alternative's feasibility, taking into account economic, environmental, social, legal, and other factors. The City finds that Alternative D2 has fewer significant environmental effects than the originally proposed project or any of the other alternatives considered. In evaluating

and rejecting the alternatives (other than Alternative D2), the City has also considered the important factors listed in the Statement of Overriding Considerations in section XII below.

Where a lead agency has determined that, even after the adoption of all feasible mitigation measures, a project as proposed will still cause one or more significant adverse environmental effects that cannot be substantially lessened or avoided, the agency, prior to approving the project as mitigated, must first determine whether, with respect to such impacts, there remain any project alternatives that are both environmentally superior and feasible within the meaning of CEQA. Public Resources Code section 21081, subdivision (b)(3) provides that when approving a project for which an EIR has been prepared, a public agency may find that "specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report."

5. Environmentally Superior Alternative

Unlike many projects, the environmental effects of solid waste disposal activities and alternatives must be considered within the regional context of solid waste handling and disposal. Regardless of whether the Project is built, solid waste will continue to be generated in the City of Los Angeles and elsewhere in the region. (DEIR, pp. 6-25 - 26.) The FEIR concluded that Alternative D2 (Transfer Station Only, No Vertical Expansion, Revised Design) was environmentally superior to the proposed Project and the other alternatives to the Project. (FEIR, p. 3-126 through 3-139.) Alternative D2 will reduce or avoid many of the significant environmental impacts that the proposed Project would not. It would also yield many positive environmental effects resulting from increased diversion and recycling activities.

In addition to avoiding or substantially lessening any of the significant effects of the project, the range of alternatives analyzed in the EIR shall also attain most of the basic project objectives. (CEQA Guidelines, § 15162.6, subd. (a)). Alternative D2 would attain, at least partially, most of the basic objectives developed for the proposed Project. The City Council, therefore, finds that Alternative D2 is feasible and the environmentally superior alternative to the originally proposed Project for the reasons explained below.

G. <u>Statement of Overriding Considerations</u>:

The Final EIR has identified unavoidable significant impacts that would result from implementation of the proposed Project. Section 21081 of the California Public Resources Code and Section 15093(b) of the CEQA Guidelines provide that when the decision of the public agency allows the occurrence of significant impacts that are identified in the EIR but are not at least substantially mitigated, the agency must state in writing the reasons to support its action based on the completed EIR and/or other information in the record. State CEQA Guidelines require, pursuant to CEQA Guidelines Section 15093(b), that the decision maker adopt a Statement of Overriding Considerations at the time of approval of a Project if it finds that significant adverse environmental effects have been identified in the EIR which cannot be substantially mitigated to an insignificant level or be eliminated. These findings and the Statement of Overriding Considerations are based on substantial evidence in the record, including but not limited to the EIR, and documents and the materials that constitute the record of proceedings.

The following impacts are not mitigated to a less than significant level for the proposed Project, as identified in the EIR: Aesthetics (View Blockage Impacts) (but only if vertical height of landfill is increased, which is now infeasible due to the closure of the landfill); Air Quality (Various VOC, NOx, and PM10 emissions during Construction and Operations); Air Quality (VOC, NOx, and PM10 emissions during Landfill Closure Construction); and Noise (Construction Noise Impacts). The more accurate and up-to-date Supplemental Analysis concluded that the proposed Project would result in significant and unavoidable construction air quality impacts (NOx and PM10) and operation (NOx only).

Accordingly, the City Council adopts the following Statement of Overriding Considerations. The City Council recognizes that significant and unavoidable impacts would result from implementation of the Project. Having (i) adopted all feasible mitigation measures, (ii) rejected alternatives to the Project discussed above, (iii) recognized all significant, unavoidable impacts, and (iv) balanced the benefits of the Project against the Project's significant and unavoidable impacts, the City Council hereby finds that the benefits outweigh and override the significant unavoidable impacts for the reasons stated below. The City Council finds that the above finding is applicable whether or not the information from the Supplemental analysis regarding reduced pollutant emissions is taken into account.

The below stated reasons summarize the benefits, goals and objectives of the proposed Project, and provide, in addition to the above findings, the detailed rationale for the benefits of the Project. These overriding considerations of economic, social, aesthetic, and environmental benefits for the Project justify adoption of the Project and certification of the completed Final EIR. Many of these overriding considerations individually would be sufficient to outweigh the adverse environmental impacts of the Project and justify adoption of the Project and certification of the completed EIR. In particular, achieving the underlying purpose for the Project would be sufficient to override the significant environmental impacts of the Project.

1. Alternative D2 would ensure that the BLRC remains among the largest and longest-term employers in Sun Valley and the northeast San Fernando Valley. Alternative D2 would allow Sun Valley to retain the over 240 jobs (many held for 15 years or longer) and the $13 million annual payroll realized to employees, many of whom live in Sun Valley. Alternative D2 would also allow Sun Valley to retain the $30 million in direct economic benefit the project applicant provides to the local area. (FEIR, pp. 4-609, 4-612, 4-614, 4-626, 4-628, 4-639.)

2. Many of the businesses in Sun Valley, some of which are small businesses owned by minority business owners, depend on the project applicant as a consumer. Alternative D2 would allow these businesses, such as truck repair shops, parts suppliers and restaurants, to retain BLRC and its employees as consumers, which is a key to the survival of many of these businesses. This is especially important today given the current fiscal crisis. (FEIR, pp. 4-639, 4-697.)

3. Alternative D2 provides an orderly transition of the BLRC from a landfill operation to a TS/MRF operation, including closure of the landfill. Future waste disposal and recycling needs are expected to increase within the City due to population growth, economic growth, and closures of other large landfills over the next ten years. Alternative D2 will greatly assist in accommodating the anticipated need for recycling at a centralized location within the City. (DSEIR, p. 2-14.)

4. Alternative D2 would provide a state-of-the-art facility, cost-effective disposal, and TS/MRF services that will assist the City in achieving local and state mandated waste diversion goals, including those set forth in the California Integrated Waste Management

Act of 1989 and the City of Los Angeles' waste diversion goals of 70% by 2015 and 90% by 2025, respectively. (DSEIR, p. 6-25.)

5. Alternative D2 provides expanded capacity to process green and wood waste generated in the City of Los Angeles to promote increased recycling of such materials, consistent with City and State goals.

6. Alternative D2 avoids the possibility that more trips to outlying area landfills by waste disposal trucks will be required in the event that sufficient transfer capacity is not available for consolidation of loads elsewhere in Los Angeles or the region. (DSEIR, p. 6-20.)

7. Alternative D2 implements a TS/MRF that reduces environmental impacts and provides environmental benefits to traffic, air quality, including greenhouse gas emissions, by facilitating recycling and the consolidation of loads and transfer to other regional landfill sites. The TS/MRF, for example, would facilitate reuse and recycling of materials, such as aluminum and metals that would otherwise need to be produced from nonrenewable resources. (DEIR, p. 5-3.)

8. A Host Fee would be imposed on all third party trucks utilizing the facility, with reduced fees to incentivize the use of clean trucks and recycling. The collected fees, which could amount to up to over $1 million annually, would be deposited into a fund to be used for local education, youth, health and environmental programs and services in the project vicinity.. (Condition of Approval Nos. A.16.a and b.)

9. Alternative D2 would allow the project applicant to remain in Sun Valley and continue its financial and societal support of the local community:

   a. The project applicant currently funds citizenship and anti-gang programs for youth, like Communities in Schools, which encourage youth to stay in school and out of gangs. (FEIR, pp. 4-458, 4-638.)

   b. The project applicant currently supports local environmental beautification programs such as Sun Valley Beautiful, Earth Day Expo, and Neat Neighborhood Grants. These programs benefit the local residents by providing funds to help residents clean-up and beautify their homes and neighborhoods with trees, new fences, etc. The project applicant has also donated substantial time and money to Sun Valley beautification projects; most recently establishing two marble gateway monuments featuring Sun Valley artwork (see www.sunvalleybeautiful.org). (FEIR, pp. 4-168, 4-176, 4-482, 4-626, 4-628, 4-638, 4-658, 4-721.)

   c. The project applicant's employees currently volunteer their time to schools and many community and business organizations. (FEIR, pp. 4-207, 4-638.)

   d. The project applicant provides educational opportunities for students by introducing them to environmental sciences and teaching them about the importance of recycling. Alternative D2 would allow such programs to continue and future programs to be implemented such as mentoring programs and job shadowing programs. (FEIR, pp. 4-195, 4-198.)

   e. The project applicant donates funds to local schools to support programs the schools could not otherwise afford, including the Colfax Elementary School, while educating children in the community about waste management and the benefits of recycling to the environment. (FEIR, pp. 4-330, 4-332, 4-338.)

f. The project applicant offers its Sun Valley facilities for use by the Los Angeles County Sheriff's Department and the Montebello Fire Department as a training site for its Urban Search and Rescue programs. The facilities have been invaluable in providing quality, realistic training and testing sites for dozens of search dog teams from across the country, which have recently been utilized during the aftermath of Hurricanes Katrina and Rita and the La Conchita mudslide. (FEIR, pp. 4-89, 4-115)

g. The project applicant provides ongoing interest and support for the arts through assisting organizations such as Women in Theatre. (FEIR, p. 4-616.)

h. The project applicant heavily contributes to a variety of other community programs such as Tip-a-Cop, street lighting along San Fernando Road, Parks and Recreation Programs, the Green Energy Conservation Program, Habitat for Humanity International and a myriad of Chamber of Commerce activities. (FEIR, pp. 4-618, 4-346, 4-496.)

i. The project applicant provides support to other various local educational, athletic and after school programs and groups (e.g., Boys & Girls Club of San Fernando, Crescenta-Canada Family YMCA, Go for Broke Educational Foundation, Vena Avenue Elementary Healthy Start Program, Andres y Maria Cardenas Family Foundation, among many others).

10. The Project would result in the planting of 221 trees to improve aesthetics and air quality.

11. Closure activities of the landfill under Alternative D2 would include planting of vegetation and landscaping that is consistent with the goals of the Sun Valley Renaissance Concept Plan. (See http://www.valleyofthestars.net/Library/SVUDAT/SVR4.pdf.) This Plan, prepared by the Urban Design Assistance Team of the American Institute of Architects, San Fernando Valley chapter, envisions the revitalization and redevelopment of Sun Valley.

H. Mitigation Monitoring Program:

Section 21081.6 of the Public Resources Code and Section 15091(d) of the State CEQA Guidelines require that when a public agency is making findings required by Section 21081 of the Public Resources Code and Section 15091(a)(1) of the State CEQA Guidelines, the public agency shall adopt a reporting or monitoring program for the mitigation measures which have been made part of this Project.

Field Code Changed

The City Council hereby adopts Section 5.0 of the Final EIR as its Mitigation Monitoring Program for the Project and finds that the Project meets the mitigation monitoring program requirement of Section 21081.6 of the Public Resources Code.

The City Council hereby finds and determines that the Mitigation Monitoring Program provides for the implementation and monitoring of the Project mitigation measures intended to mitigate potential environmental impacts. The mitigation monitoring and reporting program is required for implementation by Condition No. E - 9 of this grant.

I. Environmental Justice:

The subject property is located within a City identified Environmental Justice Improvement Area. Industrial land uses targeted for environmental justice processing include applications

for active or closed landfills, waste transfer stations, solid waste, solid waste vehicle yards, auto-dismantling or recycling facilities, green waste, and any other facilities that use hazardous materials. The official status of this area is that it has been demarcated by a motion of City Council on July 20, 2005. However, the City has not established any special development standards, conditions, fees or other requirements for this area. Moreover, CEQA does not require environmental justice issues to be analyzed in the EIR to the extent that such issues do not relate to direct, or reasonably foreseeable indirect, impacts to the physical environment caused by the project..Therefore, the City addresses environmental justice considerations on a project by project basis in the context of applications for land use approvals.

As applied to the subject vicinity, Environmental Justice is a valid concern to be addressed. The adjacent community is primarily composed of demographic characteristics that would warrant environmental justice concerns[6]. Only 50% of the 86,391 community plan population is native born citizens of the United States. Approximately 66 percent of the community is composed of Hispanic origins compared to 46 percent citywide. The community plan is composed of 22,500 households that have a mean annual income of $39,700/household compared to $55,647 citywide. Almost one third of these households draw their income from retirement sources or from public assistance compared to 35.6 percent citywide. Within the overall community plan population, approximately 19 percent are within the poverty level; however, within the immediate census tracts[7], between 19 to 25 percent are within the poverty range - all in comparison to 21 percent poverty level citywide. Of the individuals over the age of 24, only 10 percent have obtained a college degree[8] compared to 21.7 percent citywide. Similarly, the EIR had performed a broader analysis of a 3 mile radius utilizing more conservative thresholds and arrived with a consistent conclusion.

Thus far, the Environmental Review Process as well as the Public Hearing Process for the instant case has afforded the general public with several opportunities to review and comment, in a public forum to the lead agency and the hearing officer. Spanish translation was made available at the public hearing. Multiple comments from the community were considered in regards to the EIR and changes have been to the project to address such concerns, including the requirement that all third party haulers pay a host fee that can be used to implement programs to address environmental justice considerations.. Further, the socio-economic characteristics of the community have been considered against that of the citywide characteristics. The resulting information indicates that indeed, a disparity of impacts will be induced upon residents of an ethnic group in a community afflicted with poverty levels higher than the citywide norms.

Unmitigated Project-specific and cumulative environmental impact of air pollutants generated from the Project's operation will continue with collection and outbound trucks used for transporting the refuse and recyclable materials. Condition Nos. 16.a and 16.b require the project applicant to collect and contribute Host Fees into a segregated account. The moneys collected will be directed to the local community, with funds spent for such purposes as environmental education; subsidize prescription drugs for respiratory related ailments in local non-profit medical clinics; and employment placement programs.

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[6] Calculations were extrapolated through data from the 2000 Census.

[7] Census Tracts immediately abutting the subject property, including potential haul routes affecting neighboring owners were considered (Census Tract Nos. 121100, 121210, 121220, 121800, 121900, and 121110).

[8] These values include individuals 24 or older, who have completed an Associate of Arts or a Bachelors degree.

It is suggested that this is the compensation towards achieving environmental justice for impacts sustained by the community.

Along with the Host Fee, the following measures will be implemented based upon federal suggested guidelines[9]:

- Implementing a program for encouraging the use of diesel trucks meeting CARB emission requirements, including: (a) reduced host fees for vehicles meeting the requirements of the CARB On-Road Heavy Duty Vehicles (In-Use) Regulation and for vehicles powered by alternative-fuel engines, (b) requiring all bidders/vendors that may provide transfer truck services to transport waste and recyclables from the site demonstrate full compliance with the CARB On-Road Heavy Duty Vehicles (In-Use) Regulation, and (c) providing preference in the bidding process to haulers that commit to exceed the compliance requirements of the CARB On- Road Heavy Duty Vehicles (In-Use) Regulation.
- Conducting a "Free Dump Day" two times per year at the facility to encourage community residents to properly dispose of waste generated within their property.
- Roadside cleanup of litter on access routes including but not limited to San Fernando Road, Glenoaks Boulevard, Bradley Avenue, Tujunga Avenue, Wicks Street, Wicks Place, Ralston Avenue, Sutter Avenue, Art Street, Tuxford Street, and Penrose Street.
- Restrictions on vehicle traffic routes (as noted in the conditions of approval).
- Financial support for regulatory agencies to assist with facility oversight.
- Free or reduced-low cost use of the facility the for community's residents and businesses.
- Preferential employment to the community's residents.
- Funding for road or utility improvements.

J. Independent Judgment:

Although the Applicant's consultants prepared the screencheck versions of the Draft EIR, Final EIR, and all technical reports, the City acted as Lead Agency in reviewing and commenting on each document prepared until the Lead Agency was satisfied that they reflected the independent judgment of the Lead Agency's staff. All such materials and all other materials related to the EIR were extensively reviewed and, where appropriate, modified by the the Lead Agnecy or other City agency representatives. As such, the Draft EIR, Final EIR, all technical reports, and all other related materials in the administrative record related to the EIR reflect the independent judgment and analysis of the Lead Agency.

K. Substantial Evidence:

The City Council must find and declare that substantial evidence exists in the administrative record for each and every finding made herein. Moreover, the City Council must find that where more than one reason exists for any finding, the City Council finds that each reason independently supports such finding, and that any reason in support of a given finding individually constitutes a sufficient basis for that finding.

The City Council has carefully reviewed all evidence in the record, including the Draft EIR, the Final EIR, and all letters and testimony from project opponents or those alleging that the

[9] Waste Transfer Stations: A Manual for Decision Making, United States Environmental Protection Agency, "Host Community Agreements" Implied Provisions for Implementation of Community Benefits, page 18.

EIR is defective or fails to comply with CEQA, whether or not submitted during the comment period for the Draft EIR. The City Council concludes that none of this information constitutes substantial evidence that the City has failed to comply with CEQA or has otherwise failed to act in accordance with applicable laws and regulations.

In particular, the March 29, 2006 letter from Debra Stevens of Environmental Audit, Inc. includes no credential or information showing Ms. Stevens to be an expert in air quality modeling. The City Council, therefore, finds that her letter is not expert testimony. Nevertheless, several of her comments resulted in corrections to the EIR—though none of these corrections changed the environmental impact conclusion of the Draft EIR. As set forth in the response to the Environmental Audit, Inc., its claim that air quality impacts and underreported and that greater air quality impacts will result from employee trips lacks substantial evidence and is incorrect.

The April 5, 2006 letter from SCAQMD includes comments and recommendations that resulted in corrections to the EIR—though none of these corrections changed the environmental impact conclusion of the Draft EIR. As set forth in the Final EIR response to SCAQMD, some of SCAQMD's claims that the Draft EIR included incorrect construction trip air quality impact modeling and mitigation resulted in changes in the Final EIR, but other such comments were rejected as inaccurate.

In letters dated October 31, 2009, April 17, 2009, June 2, 2009 and April 19, 2010, as well as in oral testimony at public hearings, Josh Stehlik alleged certain inadequacies in the EIR, including the environmental baseline, odors, air quality, cumulative impacts and alternatives. There is no credential or information in the record showing Mr. Stehlik to be an expert in the matters upon which he comments. The City Council, therefore, finds that his oral and written comments are not expert testimony. Moreover, City Council finds that the Staff Report and correspondence from the applicant's attorneys show that Mr. Stehlik's assertions lack substantial evidence and are incorrect as to law, fact, or both. For example, he incorrectly asserted that City law requires enclosure of the green waste facility, when, in fact, there is no such requirement. Further, his statement that the Bureau of Sanitation had submitted a letter critical of the proposed expansion of the green waste facility was refuted by testimony from the Bureau itself.

A written response has been prepared for every comment letter or testimony taken during the public circulation of the Draft EIR, and these responses contain substantial evidence supporting the findings made herein.

L. Relationship of Findings to EIR:

These Findings are based on the most current information available. Accordingly, to the extent there are any apparent conflicts or inconsistencies between the Draft EIR and the Final EIR, on the one hand, and these Findings, on the other, these Findings shall control and the Draft EIR and Final EIR or both, as the case may be, are hereby amended as set forth in these Findings.

M. Project Conditions of Approval:

Each of the project features and mitigation measures referenced herein shall be conditions of project approval to be monitored and enforced by the City pursuant to the building permit process and the Mitigation Monitoring Program. To the extent feasible, each of the other

findings and conditions of approval made by or adopted by the City Council in connection with the project are also incorporated herein by this reference.

N. **Custodian of Documents**:

The custodian of the documents or other material which constitutes the record of proceedings upon which the Director's decision is based is the City of Los Angeles, Planning Department, located at 200 North Spring Street, Room 750, Los Angeles, California 90012.

O. **No Recirculation**:

CEQA requires that the lead agency recirculate an EIR when significant new information is added to the EIR after public notice of its availability has previously been given but prior to its certification. "Significant new information" requiring recirculation includes, for example, a disclosure showing that:

(1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to adopt it.
(4) The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.
(b) Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.
(c) If the revision is limited to a few chapters or portions of the EIR, the lead agency need only recirculate the chapters or portions that have been modified.
(d) Recirculation of an EIR requires notice pursuant to Section 15087, and consultation pursuant to Section 15086.
(e) A decision not to recirculate an EIR must be supported by substantial evidence in the administrative record

The Final EIR evaluates a change to the Project described in the Draft EIR. Pages 1-2, 2-7 through 2-9, and 3-27 to 3-28 set forth the change to the Project. As more fully-described on the aforementioned pages, the proposed transitional vertical expansion of the baseline landfill in Phase I has been eliminated. This change eliminates the significant unavoidable aesthetics impact and reduces Phase I traffic, noise, air quality, impacts. Mitigation measures applicable only to the transitional vertical expansion of the landfill have been eliminated, and no replacement mitigations are necessary because the impacts have been eliminated or reduced. This change in the project description does not change the environmental conclusions and impacts of Phase II because Phase II was analyzed with the assumption that the landfill operations had ceased. A fifth alternative was added during the preparation of the Final EIR with the expiration of existing entitlements and discovery of further reduction of environmental impacts to the modified project alternative.

The Final EIR also reflects further refinements to the Project proposal made in response to public comments and community concerns, including the addition of Green House Gas analysis, changes to the Final EIR in response to comments such as those made by

SCAQMD and others, mitigation measures were added and others modified. All changes to the Draft EIR are set forth in Final EIR Section 3 -- Corrections and Additions of the Final EIR

The Final EIR and additional documents prepared as part of the administrative record document changes to the project and changes to the Draft EIR.

The City staff and have thoroughly reviewed the public comments received regarding the original and revised project and the Final EIR to determine whether any of the public comments or changes to the Draft EIR provide substantial evidence that would require recirculation of the EIR prior to its adoption.

Chris Joseph and Associates prepared a supplement air quality analysis dated April 26, 2010 (the "Supplemental Analysis") that considers more accurate and up-to-date information regarding project phasing. Due to the substantial time to process the EIR and project approvals, the landfill closure activity will be complete by June 2010. The Draft EIR and Final EIR assumed that such activity would occur concurrently with other construction and operation of the other project components. Therefore overstate noise, air quality and traffic impacts are overstated. The Supplemental Analysis shows that the actual air quality impacts will be less than set forth in the Final EIR. The City Council finds that the Supplemental Analysis does not constitute significant new information that requires recirculation of the EIR.

The City Council finds that no substantial evidence exists anywhere in the entire record of proceedings that the triggering events requiring recirculation of the EIR have occurred. The arguments for recirculation are based only on argument, speculation, unsubstantiated opinion or narrative, and claims of evidence that are clearly erroneous or inaccurate. The City Council finds that substantial evidence demonstrates that the explanations in the Responses to Comments, additional mitigation measures or conditions of approval, project reductions, and all other changes to the originally-proposed Project and the Draft and Final EIRs merely clarify or amplify or make insignificant modifications to an otherwise adequate EIR. The City Council specifically finds that Conditions of Approval Nos. 16.a and 16.b, which respectively require the applicant to collect and contribute Host Fees to the Sun Valley Recycling Park Trust Account, will provide environmental and other benefits in the form of incentivizing the retrofitting of non-CARB compliant trucks and funding programs that offset and mitigate the Project's environmental impacts, provide public benefits and promote environmental justice. The City Council finds that the addition of these conditions, which are in part intended to implement mitigation measure 4.4-25, does not constitute significant new information that requires recirculation of the EIR.