

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Supervisor Benoit

SUBMITTAL DATE:
March 27, 2013

SUBJECT: Waiver of Alternative Daily Cover Fees at Oasis Landfill

RECOMMENDED MOTION: That the Board:

1. Authorize a Waiver of Alternative Daily Cover (ADC) fees for material delivered from California Bio-Mass;
2. Authorize the use of Waste Management Department equipment/personnel (as available) to assist with ADC testing and loading efforts; and
3. Approve the attached Agreement with California Bio-Mass and authorize the General Manager-Chief Engineer of the Waste Management Department to execute the Agreement.

BACKGROUND: In November of 2011 odor complaints related to California Bio-Mass (CBM), a regional compost operator in my district, began. Facilities such as CBM are an integral part of our waste system within the County, but are not without controversy. The increase in odors appears to be due to the permitted acceptance of a large volume of liquid waste containing food related grease mixed into green waste for composting at CBM. CBM stopped accepting the liquid waste containing grease on October 31, 2012, but the onsite storage of material continues to impact the quality of life for surrounding residents. (Cont'd)


John J. Benoit, 4th District Supervisor

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 250,000*	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ NA	For Fiscal Year:	FY20012/13

SOURCE OF FUNDS: *Estimated lost revenue for tipping fees is negligible given increase in landfill efficiencies; primarily estimated equipment and labor costs; Waste Management Enterprise Fund

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

County Executive Office Signature

Dep't Recomm.: Policy
Per Exec. Ofc.: Policy

 Consent
 Consent

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

3-4

Departmental Concurrence

Numerous efforts to eliminate the odors have failed and only one expedient solution remains that has the potential to avoid costly and time consuming litigation. Therefore, I am requesting Board authority to allow the Waste Management Department (Department) to assist with the cleanup efforts in the most effective way it can, through an ADC fee waiver for the most odiferous material (with the understanding that some material may need to be disposed), as well as the use of available Department equipment/personnel. The operator of CBM has been cooperative and committed resources to load material that can be used as ADC at the Oasis Landfill, which is memorialized in the attached agreement. Additionally, Burrtec, the waste hauler for area, has committed trucks and waste from the Coachella Transfer Station to assist with effective use of the ADC and maximize the existing landfill space. By working with the operator of CBM, these actions will provide a fair and empathetic response to members of the community who have been impacted by odors, as well as avoiding unnecessary legal expenses, all while increasing the operational efficiency of the Oasis Landfill.

It is estimated that this project would result in the waiver of approximately \$0.7 million in tipping fee revenue (assuming 20% waste fraction); however, if taken to the nearby Oasis Landfill, the use of CBM material as ADC would result in the use of significantly less dirt for daily cover and a corresponding increase of waste density, essentially creating additional disposal capacity for the anticipated waste at no net cost to the system. This is largely due to the fact that the Oasis Landfill typically handles only 3-17 tons per day and was estimated to have 75,000 tons remaining disposal capacity at the current low daily tonnage. Even a slight increase in waste density and the waste-to-dirt ratio (going to 2:1 from the current 1:1) means that an additional 25,000 to 65,000 tons of waste can be utilized within the same air space. In order to fully maximize the air space at the Oasis Landfill and to maximize the efficient use of CBM ADC, it is recommended that Burrtec be allowed to haul Coachella Valley waste in transfer trucks to the Oasis Landfill in conjunction with the use of CBM ADC. This would allow for \$300,000 to \$2 million in gate fee revenue at the Oasis Landfill, while at the same time providing a shorter haul distance for Burrtec as an acknowledgment to their assistance with the project. The diversion of Burrtec waste to the Oasis Landfill has the added benefit of extending the life of the Lamb Canyon Landfill, where the Coachella Transfer Station currently delivers waste.

Approximately \$250,000 of in-kind equipment/sampling/personnel County costs are estimated to help load ADC at the Cal Biomass facility to quickly remove material and the associated odors in the community.

Temporarily waiving ADC fees is exempt under the California Environmental Quality Act (CEQA), per CEQA Guidelines 15061(b)(3), as it can be seen with certainty that there is no possibility that waiving fees may have a significant effect on the environment. Furthermore, the proposed clean-up and use of the CBM material is exempt per CEQA Guidelines Section 15301, Existing Facilities. CBM and the Oasis Landfill are existing facilities. The proposed actions involve negligible or no expansion of approved uses at department landfills. Furthermore, the proposed actions would not exceed established environmental thresholds or permitted tonnage/vehicle limits, as stated on the Solid Waste Facility Permit (SWFP) issued for the Oasis Landfill.

Attachment

**Agreement to Mix, Load and Transport Organic and Waste Material
to the Oasis Landfill and/or Coachella Compost Facility**

This Agreement between the Riverside County Waste Management Department (Department) and California Bio-Mass, Inc., a California Corporation (Provider) describes the terms and conditions for the supply, delivery, disposal and/or placement of organic and waste material (Material) at the Oasis Landfill and/or Coachella Compost Facility (Sites). The Department has identified locations at each site where Material shall be placed.

Department and Provider mutually agree to the following:

1. Material to be mixed, loaded and delivered to the Sites, for use as Alternative Daily Cover (ADC) or compost, or to be buried at the Oasis Landfill, is limited to piles 5, 6, 9, 14, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26 and 27 at Provider's facility as shown on Exhibit A. The total weight of the Material is estimated by the Department to be approximately 54,000 tons and is a mixture of ground green/woody waste, trash, and liquid grease trap wastes. Materials unsuitable for use as ADC or compost due to unacceptable trash and/or grease contamination will be buried at the Oasis landfill. The Department agrees to waive or pay all disposal fees for material which is the subject of this Agreement charged by any of the Sites. The term "mixed" as used in this Agreement shall mean turning the Material with a front end loader to create a homogenous consistency without free liquid or clumps of grease.
2. Provider shall supply below equipment and manpower to mix and load the Material into designated and Department provided vehicles in a safe manner. Specifically, Provider shall supply at its expense:
 - a. Two loaders w/operators, 16 hours/day, Monday through Saturday
 - b. One water truck w/operator, as needed hours
 - c. Fuel and maintenance for said equipment, as needed
 - d. Fuel for Department equipment listed in 4(a), below.
3. Provider shall weigh trucks prior to departure, maintain accurate weight and load counts and provide Department with a weekly summary in a format acceptable to the Department.
4. It is anticipated that an average of 1,100 tons per day of Material will need to be mixed, loaded and delivered to the Sites in order to maintain the proposed schedule. To ensure that the project schedule is met, Department is willing to supply a limited amount of equipment and personnel at the Cal Biomass facility and is also willing to, at its expense, to arrange for transportation of the Material to the Sites. Specifically, Department shall supply at its expense:
 - a. Two loaders w/operators, 16 hours/day, Monday through Saturday
 - b. One traffic director, 16 hours/day, Monday through Saturday
 - c. Maintenance for said equipment, as needed

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- d. Sufficient trucks to transport the Material to the Sites. Department shall provide a full time on-site job superintendent who shall supervise the resources provided by Department and any third parties such as trucking companies. Provider shall provide a full time on-site job superintendent who shall supervise the resources provided by Provider.
 - e. Additional equipment as necessary in the determination of the Department
5. If the Department concludes at any time that Provider is not making adequate progress toward completing Material mixing and loading within the fifty-six (56) calendar-day period, the Department may supply additional equipment and manpower necessary at the Providers location in order to complete the mixing, loading, and removal at Provider's expense.
 6. The Department may obtain additional samples of the Material to ensure that it is suitable for ADC, compost, or Class III Solid Waste disposal. In the event that any Material is determined to be hazardous, the Provider shall be responsible for the proper disposal of said material.
 7. Exhibit B and Exhibit C show the tentative areas for Material placement at the Sites. The Department reserves the right to revise or amend the locations at the Sites as necessary.
 8. The designated Provider representative for this Agreement is Michael Hardy (office 760-399-4128; cell 909 208-0774, michael@californiabiomass.com). The name and contact number of the primary on-site superintendent for this work is Justin Roberts (office 760-399-4128; cell 760-275-2311, JustinR@californiabiomass.com).
 9. The designated Department representative for this Agreement is Hans Kernkamp (office 951-486-3232; cell 951-288-7224, hkernkam@co.riverside.ca.us). The name and contact number of the primary on-site superintendent for this work is Matt Hickman (office 951-486-3308; cell 951-830-8307, mhickman@co.riverside.ca.us).
 10. Provider, Department and all haulers shall attend a preconstruction meeting at the job site no later than 72 hours before the start of Material removal. The participants in the preconstruction meeting shall create, at the meeting, a precise and written work schedule for all involved. Either on-site superintendent shall notify either of the designated Department representatives and either of the Provider representatives via e-mail and voice mail immediately if it is determined that the Material removal effort will not be completed pursuant to the schedule created at the preconstruction meeting. In addition, in recognition of the Department's commitment to waive disposal fees and supply equipment/labor to this endeavor, (and pay transportation costs) Provider shall:
 - a. No longer use the areas designated and cleared on Exhibit A for the storage or processing of any materials.
 - b. Ensure that all motor/hydraulic oil and fuel contaminated soil under leaking equipment, equipment repair areas and fuel dispensing locations is not comingled with the Material.

- c. Remove all remaining material piles not hauled to Sites (such as processed gypsum, gypsum overs, ash and other foreign material) from the property within 180 calendar days after the start of Material removal. Notwithstanding the preceding sentence, Provider shall be permitted to spread gypsum on the property at ergonomically acceptable rates and shall further be permitted to use fill dirt stored onsite to restore a level grade.
 - d. Not bury any material such as gypsum overs, refuse, tires, plastic, grease, contaminated soil and other foreign material on the property.
 - e. Vacate the Cal Bio-Mass facility 180 calendar days after the start of Material removal. Start date shall be mutually agreed upon by Provider and Department, but is anticipated to be one week after execution of this Agreement.
 - f. Provider shall donate to Department a Trommell screen and two conveyors within 30 days after the site has been vacated. Provider will deliver the Trommell screen and the conveyors at Provider's cost to any location within Riverside County designated by Department. The Trommell screen and the conveyors to be donated are described in Exhibit D attached hereto.
 - g. Comply with the conditions of approval of the conditional land use permit (CUP03221)
11. Department may halt and suspend the work of Provider at any time without advance notice in order to complete Department business at the Sites, such as performing landfill operations, site maintenance, or groundwater/gas monitoring work. Department agrees that delays caused by Department under this Paragraph 11 will not invoke Paragraph 5. The deadline for removal of material and vacating the premises set by paragraph 10 shall be extended by a time equal to any delay caused by Department's stoppage of work under this paragraph.
12. Provider shall provide proof of insurance acceptable to Department. Insurance policies shall have the following minimum coverage: General liability insurance in the amount of not less than \$1,000,000 per occurrence and aggregate; workers' compensation insurance in accordance with California law; and if motor vehicles are used, not less than \$1,000,000 combined single limit motor vehicle insurance for damage to property and injury to persons. The general liability and motor vehicle policies shall name "County of Riverside and the Riverside County Waste Resources Management District, including their officers, employees and agents" as additional insured.
13. Provider shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability claim, action, or damages whatsoever, based or asserted upon any act or omission of Provider, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. Provider shall defend at its sole expense (and pay all costs and fees including, but not limited to attorney fees,

cost of investigation, defense and settlements or awards), the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action to which this indemnification and hold harmless obligation applies.

- 14. Department shall indemnify and hold harmless the Provider and its directors, officers, employees, agents and representatives from any liability claim, action, or damages whatsoever, based or asserted upon any act or omission of Department, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. Department shall defend at its sole expense (and pay all costs and fees including, but not limited to attorney fees, cost of investigation, defense and settlements or awards), the Provider in any claim or action to which this indemnification and hold harmless obligation applies.
- 15. Provider shall be fully responsible for any damage caused to Department property, facilities, equipment, or similar items caused by provider. This responsibility is in addition to other responsibilities of Provider as stated in this Agreement such as: insurance referred to in paragraph 12, and indemnification in paragraph 13.
- 16. Department shall be fully responsible for any damage caused to Provider's property, facilities, equipment or similar items caused by Department or by third parties employed, hired or arranged by Department to fulfill Department's obligations under this Agreement.
- 17. This Agreement shall be governed by the laws of the State of California. Provider shall comply with all applicable laws, rules, and regulations. Any legal action related to this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California.

I hereby agree with the terms of this Agreement:

California Bio-Mass, Inc.

Michael J. Hardy	President and CEO
Printed Name	Title

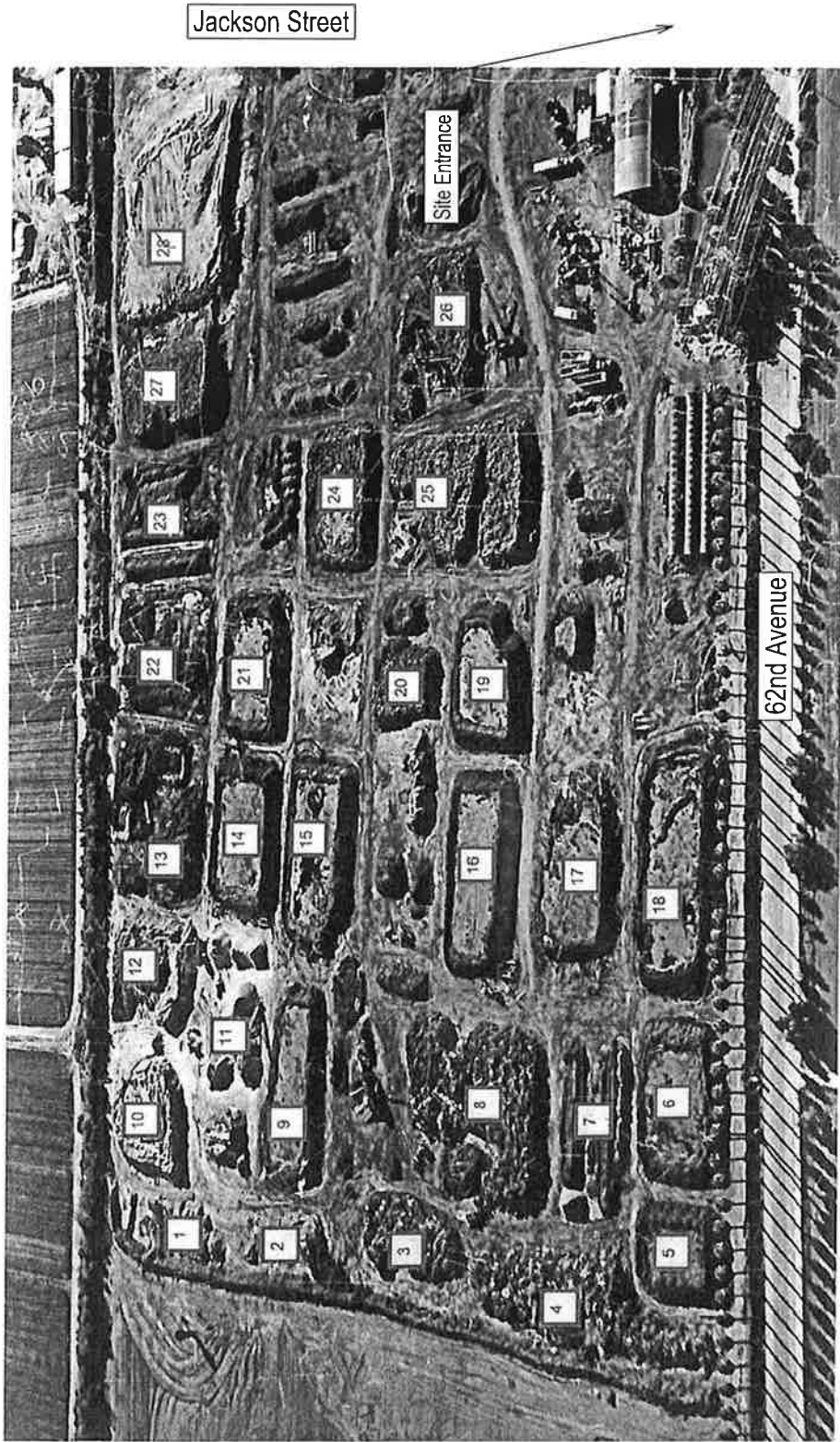
	_____
Signature	Date

Riverside County Waste Management Department

Hans Kernkamp	General Manager-Chief Engineer
Printed Name	Title

_____	_____
Signature	Date

- Attachments: Exhibit A – Cal Biomass Material Piles to be Removed
 Exhibit B – Oasis Landfill Tentative Material Placement Areas
 Exhibit C – Coachella Compost Facility Tentative Material Placement Areas
 Exhibit D - Identification of Trommell Screen and Two Conveyors



LEGEND

1 Pile ID #



Riverside County

Waste Management Department

Exhibit A

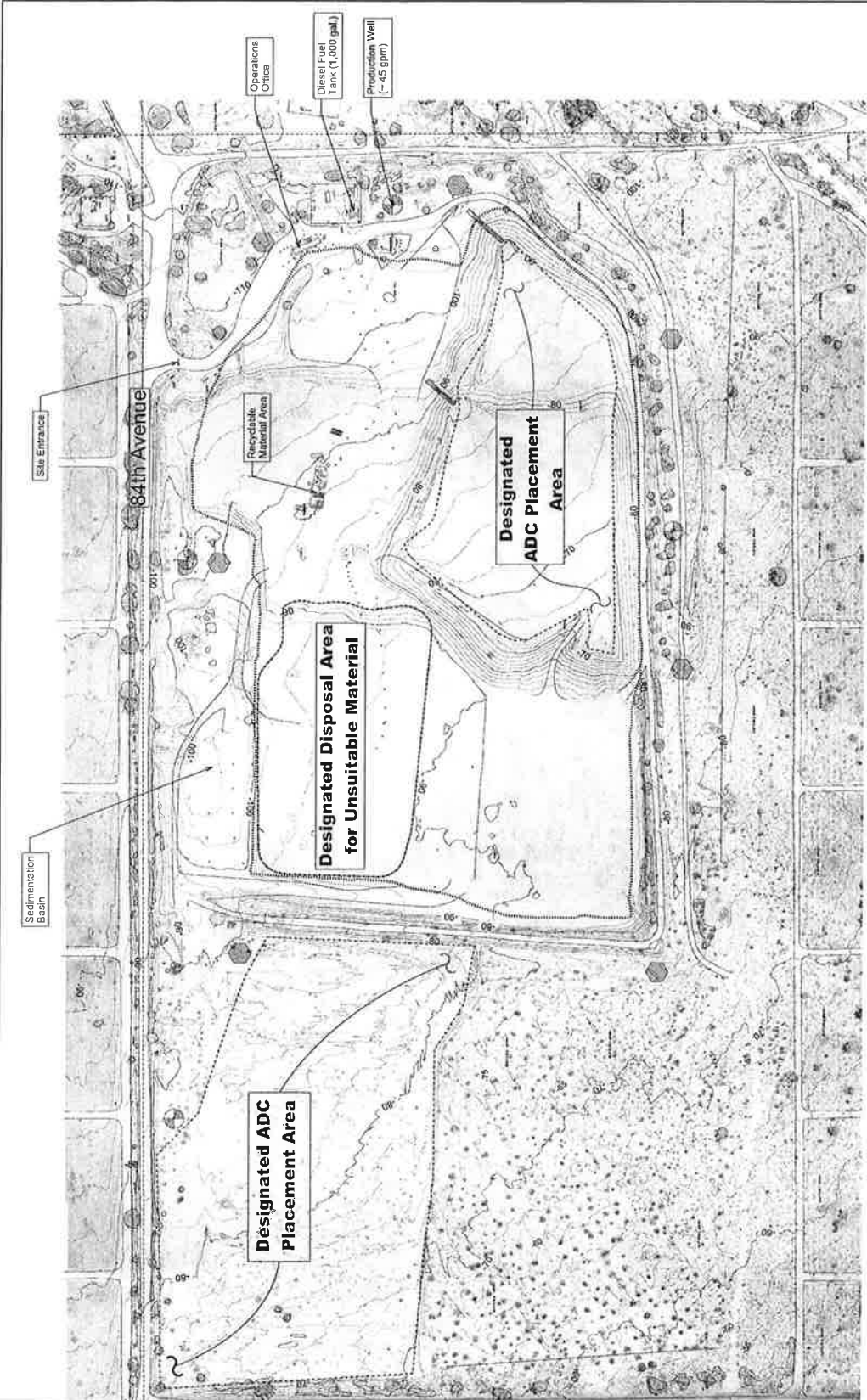
Cal Biomass Material Piles
to be Removed

File Directory: WEB2K-06\Sites\California Bio-Mass\Exhibit A.dgn Date: March 20, 2013

Photo Date: Jan. 2013

Scale: 1"=100'

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	Landfill Disposal Area (Unlined - 23.3 Acres)
	ADC Placement Areas (Approx. 16 acres)
	Unsuitable Material Disposal Area (Approx. 4 Acres)
	Property Line
	Exst. Ground Contours (Jan. 2013 ground)
	Multis-Depth Gas Probe
	Water Well



NO.	REVISIONS	BY	APPROVED	DATE	DESIGNED BY	JLG	JLG
					DRAWN BY	JLG	JLG
					CHECKED BY		
					DATE	March 21, 2013	
					UPDATE	January 16, 2013	
					PHOTO DATE	April 2011	

Recyclable Corp
Waste Management Department

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Exhibit B
Oasis Landfill Tentative Material Placement Areas

SCALE: 1" = 200' (11x17)
 PROJECT: w020c05/sites/
 DIRECTOR: California Bldg/Mass/
 FILE: Exhibit B - Oasis Placement Areas.dwg
 SHEET: 1 OF 1

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NO	REVIEWS	BY	APPROVED	DATE	DESCRIBED BY:	JLG
					SKETCHED BY:	JLG
					DATE:	March 21, 2013
					TOPOGRA:	May 2011

SCALE:	1" = 120' (11x17)
INDEX:	
DIRECTOR:	wab2b-c06/04/05/
DISCIPLINE:	California Bio-Mass/
FILE EX:	C - Coachella Compost Facility.dgn
SHEET:	1 OF 1

Exhibit C

Coachella Compost Facility Tentative

Material Placement Areas

Scale: 1" = 120' (11x17)

Horizontal Scale: 1" = 120' (11x17)

Compost Placement Area (Approx. 10 Acres)

Exist. Ground Contours (May 2011 ground)

“EXHIBIT D”

DONATED EQUIPMENT DESCRIPTIONS:

<u>TYPE</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Trommell Screen	Retech	723A	1R9TR4728PM216028
Radial Stacking Conveyor	Retech	SCR3650R	SC9612436501
Radial Stacking Conveyor	Kolman	101XHDR	68225036