

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

715



FROM: Riverside County Waste Management Department

SUBMITTAL DATE:
May 30, 2014

SUBJECT: Professional Service Agreement with PMI to provide Operations and Maintenance of Landfill Gas to Energy (G2E) Facility at the Badlands Landfill With Only One Responsive Bid Received, District 5/5 [\$1,314,235 – Waste Management Department Enterprise Funds]

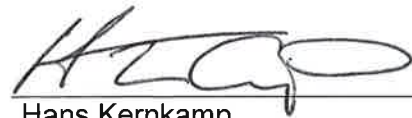
RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve a three-year, annually renewable, Professional Service Agreement (PSA) with Power Management Inc., a Division of AEG West (PMI), to provide Operations and Maintenance of Landfill G2E facility; and
2. Authorize the General Manager-Chief Engineer to approve payments for future engine damage when no fault of PMI, not to exceed 10% of the original contract amount; and
3. Authorize the General Manager-Chief Engineer to execute the Agreement on behalf of the Board.

BACKGROUND:

Summary

Over the last 13 years, the Gas to Energy (G2E) facility at the Badlands Landfill has generated \$5,400,000 from power sales and incentives. The facility cost \$1,500,000 to build and has cost \$2,530,000 to operate thus far. (continued)



Hans Kernkamp
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 23,976	\$ 357,988	\$ 1,314,235	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Waste Management Department Enterprise Funds				Budget Adjustment: No	
				For Fiscal Year: 13/14-16/17	

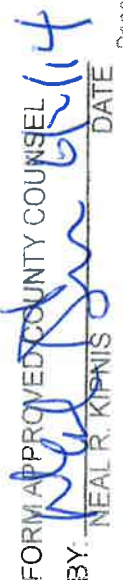
C.E.O. RECOMMENDATION:

APPROVE

BY: 
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY:  NEAL R. KIPNIS
DATE: 6/11/14
Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: 5/5

Agenda Number:

COUNTY

12-1C

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11 - Professional Service Agreement with PMI to Provide Operations and Maintenance of Landfill Gas to Energy (G2E) Facility at the Badlands Landfill With Only One Responsive Bid Received, District 5/5
[\$1,314,235 – Waste Management Department Enterprise Funds]

DATE: May 30, 2014

PAGE: 2 of 2

BACKGROUND: (cont.)

The three-year contract with the past operator, SCS Energy, terminated in November 2013. In February of 2013, the Waste Management Department issued a Request for Quote (RFQ) for Operation and Maintenance (O&M) of the existing G2E facility. Two proposals were received in April of 2013. The proposals were reviewed by a team consisting of personnel from County Purchasing and the Waste Management Department. Expedia Power Solutions submitted a one page proposal and stated they have no experience in the industry. In addition, their proposal did not include eight of the nine evaluation criteria requirements. Therefore, staff deemed them non-responsive. PMI submitted a complete proposal and has extensive experience in the gas to energy field. Currently, PMI has 18 combined service technicians, operators and supervisors in Southern California. PMI is responsible for the operations and maintenance of numerous biogas engines at nine facilities, seven of which are located in California. It was determined that PMI provided the best overall proposal. The table below shows the economic evaluation of PMI's proposal.

3 year power sales	\$1,879,748
3 year O & M cost	(\$1,314,235)
3 year SCE Connection Charge	(\$54,000)
3 year net revenue	\$511,513

After the RFQ was received, PMI was purchased by Tetra-Tech, a large environmental/engineering consulting firm. Tetra-Tech requested additional revisions to the PSA, which required protracted negotiations between Tetra-Tech/PMI and the County in coordination with County Counsel. This caused a delay, but resulted in a revised PSA that is acceptable by both parties and will allow operation of the facility to resume.

As of November 2013, fifty-three million kilo-watts of renewable power have been generated since start-up of the facility. The power is currently sold to Southern California Edison (SCE) as part of their "green power" portfolio under an existing 10-year power sales agreement, which is set to expire on March 31, 2019.

Energy production associated with landfill gas is not as predictable as it is with cleaner and more reliable pipeline gas. In addition to the unforeseen wear and tear on the facility engine beyond normally scheduled preventative maintenance that is called out in the agreement, many variables exist within the landfill environment that may interrupt supply and quality (such as damage to extraction wells related to trash settlement, vehicular damage, weather conditions, etc.). It is for these reasons that staff is recommending the General Manager-Chief Engineer be allowed to approve payments to repair damages to the facility that are not the fault of the O&M contractor at an amount not to exceed 10% of the original contract amount.

The evaluation committee recommends that the award be given to PMI as the lowest responsible vendor with the annual cost estimated as follows: FY 13/14 \$23,976, FY 14/15 \$357,988, FY15/16 \$518,190 and FY 16/17 \$414,081.

Impact on Citizens and Businesses

This agreement ensures the Department's ability to generate renewable green energy while creating revenue to offset other Department program expenditures.

Contract History and Price Reasonableness

The cost for this 3-year PSA (\$1,314,235) is 13% lower than the previous 3-year PSA with SCS Energy (\$1,485,618). However, each contractor agreement spans different cycles of engine overhauls that range in cost from \$79,600 to \$262,000, making an exact comparison difficult. The unit prices are reasonable for the type of work performed.

PROFESSIONAL SERVICE AGREEMENT

For

**OPERATIONS AND MAINTENANCE OF THE GAS-TO-ENERGY FACILITY, UNIT 1,
AT THE BADLANDS LANDFILL**

between

COUNTY OF RIVERSIDE

and

PMI, A DIVISION OF AEG WEST, INC.



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Exhibit A-Scope of Contractor Services

Exhibit B-Contractors Cost Proposal

Exhibit C-SCAQMD Title V Permit

This Agreement, made and entered into this ____ day of _____, 2014 by and between PMI, a Division of AEG West, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1 Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Contractor Services, consisting of thirty (30) pages at the prices stated in Exhibit B, Contractors Cost Proposal, consisting of two (2) pages, Exhibit C, SCAQMD Title V Permit, consisting of thirty-eight (38) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2 Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect one year after this Agreement is approved by the Board of Supervisors, with the COUNTY's option to renew for two (2) years, each year shall be renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3 Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Contractor's Cost Proposal. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, CA 92553
Attn: Accounts Payable

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number, quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4 Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5 Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6 Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7 Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8 Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall

have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9 Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10 Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11 Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12 Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13 Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14 Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall

comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15 Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16 Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17 Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18 Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
Waste Management Department
14310 Frederick Street
Moreno Valley, CA 92533

CONTRACTOR
PMI, a Division of AEG West, Inc.
4350 Transport St., Suite 101
Ventura Ca 93003

19 Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply. In the event of Force Majeure, equitable adjustments to both schedule and costs will be negotiated between the parties.

20 EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State

Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21 Hold Harmless/Indemnification

21.1 Except as otherwise provided for in this Agreement, CONTRACTOR 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 (individually and collectively hereinafter referred to as Indemnitees) from claims, actions and judgments arising out of bodily injury, death or damage to property of third parties to the extent caused by the negligence of CONTRACTOR, its officers, employees, subcontractors, agents or representatives (individually and collectively hereinafter referred to as Contractor Group) arising out of or in any way relating to this Agreement. The County of Riverside shall indemnify and save harmless the Contractor Group from claims, actions and judgments arising out of bodily injury, death or damage to property of third parties to the extent caused by the negligence of the Indemnitees. In the event of joint negligence of the Contractor Group and the Indemnitees, the parties shall share damages and costs, including without limitation legal defense costs, arising from such claims, actions and judgments in proportion to the percentage of negligence attributable to each party.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

22 Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS). Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a

claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of

insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23 Limits of Liability

23.1 CONTRACTOR shall not be liable for damages caused by delay in performance. The sole and exclusive remedy for breach of warranty hereunder shall be limited to repair, correction, replacement or refund of purchase price under the limited warranty clause in section 24. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall CONTRACTOR's liability to COUNTY and/or its customers exceed the price to buyer of the services provided by CONTRACTOR giving rise to the claim or cause of action. COUNTY agrees that in no event shall CONTRACTOR's liability to COUNTY buyer and/or its customers extend to include incidental, consequential or punitive damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, loss of use, loss of revenue and cost of capital. The terms of this section are not intended to take precedence over specific terms stated elsewhere in this agreement. Specific terms stated elsewhere shall take precedence over conflicting terms in this section.

24 **Warranty**

24.1 CONTRACTOR warrants to COUNTY that the services that it will perform are to be by trained personnel using proper equipment and instrumentation for the particular service. CONTRACTOR warrants that all analysis of data, subsequent recommendations and other services will be in accordance with applicable established industry standards and practices. The terms of this section are not intended to take precedence over specific terms stated elsewhere in this Agreement. Specific terms stated elsewhere shall take precedence over conflicting terms in this section.

Unless due to CONTRACTOR action, these warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect wear and tear, negligence, unauthorized modifications or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that COUNTY or its agents has supplied specifications, information, representations of operating conditions or other data to CONTRACTOR in the selection or design of the equipment and the preparation of CONTRACTOR's quotation, and in the event the actual operating conditions or other material conditions differ from those represented by COUNTY, warranties or other provisions contained herein which are affected by such conditions shall be null and void. If within thirty (30) days after COUNTY's or CONTRACTOR's discovery of any warranty defects within the warranty period, COUNTY notifies CONTRACTOR thereof in writing, CONTRACTOR shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the services or equipment found by CONTRACTOR to be defective. Failure by COUNTY to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of COUNTY's claim for such defects. Equipment repaired or replaced during the warranty period shall be covered by the foregoing warranties for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

25 **General**

25.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

25.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

25.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

25.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

25.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

25.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

25.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

~~**25.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.~~

25.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

25.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

25.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

25.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Riverside County Waste Management Department
14310 Frederick St.
Moreno Valley, CA 92553

Signature: _____

Print Name: Hans Kernkamp

Title: General Manger-Chief Engineer

Dated: _____

CONTRACTOR:

PMI, a Division of AEG West, Inc.
4350 Transport St., Suite 101
Ventura CA, 93003

Signature: 

Print Name: RANDALL W. CHAPMAN

Title: DIVISION PRESIDENT

Dated: 5-27-2014

FORM APPROVED COUNTY COUNSEL

BY:


NEAL R. KIPNIS

DATE

Exhibit A – Scope of Contractor Services

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ARTICLE 1. DEFINITIONS

Whenever any term used in this Agreement has been defined by Division 30, Part 1 Chapter 2 of the California Public Resources Code, the definitions in the Public Resources Code as presently defined, and as they may be amended in the future, shall apply unless the term is otherwise defined in this Agreement. In the event of conflict between the definition of a term as found in the California Public Resources Code or in County ordinances and this Agreement, the definition in this Agreement shall supersede the definition found in the Public Resources Code or in County ordinances.

Agreement means this Agreement, including all exhibits and attachments which are incorporated herein by reference, as this Agreement may be amended and supplemented pursuant to ARTICLE 11.2 of these Scope of Contractor Services.

Applicable Law means all statutes, rules, regulations, Permits, orders, or requirements of the United States, State, County, and local government authorities and agencies having applicable jurisdiction, that apply to or govern the Facilities, the Site or the performance of the Parties' respective obligations hereunder in effect as of the date hereof and as amended and/or enacted hereinafter.

BTU (British Thermal Unit) is defined as the heat necessary to raise the temperature of one pound of water from 63 ° F to 64° F. For the purposes of determining the Facility Generation Guaranty, the lower heating value of 100 % methane gas is 910 BTU's per cubic foot.

CAISO (Californian Independent System Operator) The state regulatory agency that measures and records the net electrical power at the CAISO meter and sends the data to the power purchaser.

CEMS (Continuous Emissions Monitoring System) Required by the SCAQMD Permit to Operate, and measures the amount of nitrates of oxygen (NOX).

Change in Law means the occurrence of any event or change in Applicable Law as follows:

(1) the adoption, promulgation, amendment, modification, rescission, revision or revocation of any Applicable Law or change in judicial or administrative interpretation thereof occurring after the date hereof; or

(2) any order or judgment of any federal, state or local court, administrative agency or governmental body issued after the date hereof 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 make or have made, or shall cause or have caused to be made, Reasonable Business Efforts 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

(3) 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 date hereof.

Contractor's Quote means the quote in Exhibit B for the contractor to provide Operations and Maintenance at the Badlands Landfill Gas-to-Energy facility, existing Unit 1, submitted to the County by the Contractor including any additions, deletions and/or modifications agreed to by the Parties prior to the signature date of the Agreement.

Contractor's Obligations means each and every obligation and liability of the Contractor specified within this Agreement.

County's Obligations means each and every obligation and liability of the County hereunder.

CPI means the All Urban Consumers Los Angeles-Riverside-Orange County Area All Items Index (All Urban Consumers; 1982-84 = 100) compiled and published by the United States Department of Labor, Bureau of Labor Statistics. Said change shall be measured for the twelve (12) month period January through December. Partial years shall be adjusted as a percentage of the year's CPI. If such index is no longer published, such other index published by the Department of Labor, Bureau of Labor Statistics or its successor agency, for the geographic area corresponding to Riverside County generally or the County specifically, shall be the CPI (January through December).

Direct Costs means the sum of:

(1) payroll costs directly related to the performance, or management or supervision of any obligation pursuant to the provisions hereof, comprised 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

(2) the costs of materials, services, direct rental costs and supplies, plus

(3) travel and subsistence costs, plus

(4) the reasonable costs of any payments to subcontractors necessary to and in connection with the performance hereunder; plus

(5) any other cost or expense which is directly or normally associated with the task performed; which Direct Costs are substantiated by:

(i) a certificate signed by the principal financial officer of the Contractor setting forth the amount of such cost and the reason why such cost is properly chargeable to the County, as the case may be, and stating that such cost is an arm's length and competitive price, if there are competitive prices, for the service or materials supplied; and

(ii) if the County requests such additional back-up documentation as may be available to reasonably substantiate any such Direct Cost, including invoices from suppliers and subcontractors.

Exhibit(s) means any or all of the attachments to this Agreement as of the date of signature or as amended at any time during the Term.

Facility described as off-Site improvements/mitigation measures, Site improvements, utility interconnections, the electricity generation facilities, together with administrative offices and ancillary support facilities, furnishings and equipment, and any and all other physical structures and improvements to the Site.

Facility Emissions Guaranty means the ongoing ability of the Contractor to meet all of the emission requirements of the facility as required by various regulators.

Facility On-line Percentage Guaranty means the minimum percentage the facility is to remain on-line, which is required to be 75% per year, (6,570 hours per year) minus the allotted hours to conduct overhauls. The allotted hours to conduct overhauls is listed in the Contractor's Cost Proposal in Exhibit B.

Facility Operation means all Contractors' Obligations on and after the Full Operation Date, including operation and maintenance of the Facility in accordance with the provisions hereof, together with generation of electricity, delivery of electricity to the local distribution network, and procuring and maintaining insurance and bonds.

Facility Operation Guaranty means the ongoing ability of the Contractor to meet all of the guaranties for generation efficiency, on-line percentage, and emissions during the Term as specified herein.

Facility Operations Period means the period of time beginning on the Full Operations Date and ending upon the expiration or earlier termination of this Agreement.

Facility Generation Efficiency Guaranty means the minimum electricity generated that the Contractor commits to generating at the Facility, which is a maximum of 13,000 Btu's per Kilowatt at 90% load or 1,090 kWh gross electrical power production.

Facility Load Guaranty means the minimum electricity generated that the Contractor commits to generating at each Facility, per year, which is a minimum of 6,570, minus 1 MWH for each hour of scheduled overhauls, (as stated in Exhibit B, minus 1 MWH for each hour of disruption to the gas collection system or power outages on SCE's distribution grid).

Full Operation Date means the date on which the Contractor shall commence Full Operations.

Hazardous Waste means unpermitted materials that are hazardous, including:

- (1) "Hazardous Waste" pursuant to Section 40141 of the California Public Resources Code; regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code; all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Sections 25110.02, 25115, and 25117 of the California Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code Section 25100 et seq., and future amendments to or re-codification of such statutes or regulations promulgated there under, including 23 California Code of Regulations Sections 2521 and 2522; and

(2) materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related federal, State and local laws and regulations;

(3) materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related federal, State of California, and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 et seq.;

(4) materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq., as amended, and regulations promulgated thereunder; and

(5) materials regulated under any future additional or substitute federal, State or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste.

If two or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste adopt conflicting definitions of "hazardous waste", for purposes of collection, transportation, processing and/or disposal, the broader, more restrictive definition shall be employed for purposes of this Agreement.

Labor Action means labor unrest, including strike, work stoppage, slowdown, sick-out, picketing and any other concerted job action.

Landfill Gas means those gases resulting from the decomposition of wastes at the site.

Lower Heating Value means the value of 100 % methane gas is 910 BTU's per cubic foot.

Net Payment means the monthly remittance due to the Contractor by the County as specified in ARTICLE 8.

Normal Operation Load The load, as a percentage, at which the facility will be operated at as the normal load operation for the duration of term. In this case the Normal Operation Load will be 90% or 1,090 kWh gross electrical power production.

Notice (or Notify or other variation thereof) means written notice given by one Party to the other Party in relation to the execution of the various obligations of both Parties under this Agreement.

Notification Procedure means the method at which the contractor is to notify the County and power purchaser, should actual load (kWh net) or scheduled power vary from the "2 day ahead" schedule.

Operation (or Operating or other variation thereof) means all of the activities and responsibilities of the Contractor specified in this Agreement and occurring following the Full Operation Date.

Operations and Maintenance Manual is defined in ARTICLE 7.1.1.

Operations Service Fee means the total compensation provided by the County to the Contractor for all services provided under this Agreement, as specified in ARTICLE 8.

Parasitic Load means the electrical power load that is used and required by equipment such as, pumps and motors that is not sold to the power purchaser. In this case the parasitic load is determined by subtracting the load at the paralleling switchgear (gross) from the load at the CAISO meter (net).

Party and Parties refers to the County and the Contractor, individually and together.

Permits see Exhibit C, as renewed or amended from time to time.

Person includes any individual, firm, association, organization, partnership, corporation, trust, joint venture, the United States, the State, a county, a municipality or special purpose County or any other entity whatsoever.

Power Purchaser The independent party that purchases power from the facility.

Power Scheduler The agency that is certified and registered as the scheduler for the facility with CAISO to schedule power for delivery to the CAISO power grid system. The power scheduler is also certified to schedule and un-schedule power in the "real time" market.

Reasonable Business Efforts means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of such Person's business judgment, intending in good faith to take steps calculated to satisfy the obligation that such Person has undertaken to satisfy.

Routine Maintenance means all the labor, maintenance, monitoring, reporting, replacement of components as needed, and repairs required to operate the facility for the duration of the term, to meet the requirements of the Facility Operation Guaranty, which is not considered a scheduled overhaul. The Contractor is paid per kWh produced.

SCADA Supervisory Control and Data Acquisition

Scheduled Overhauls means that portion of work that is pre-scheduled at certain timed intervals (measured in days or hours) that the Facility is closed and that the Contractor supplies all parts and labor for a fixed price, as listed in the Contractor's quote in Exhibit B, and in accordance with ARTICLE 5.1.e.

Site means the parcel of land on which the Facility is situated.

Start-Up Date means the date on which the Contractor must commence initial Facility Operation.

State means the State of California.

TEMS (Total Electronic Management System) A system developed for fully automatic operation of a landfill gas-to-energy unit. Module controls automatically adjust to changing fuel loads while maintaining optimal efficiency while simultaneously optimizing pollutants emissions.

Term of this Agreement has the meaning set forth in ARTICLE 4.

Uncontrollable Circumstance is defined in ARTICLE 10.6.

Working Days means Monday through Friday except County holidays.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.1. Of Contractor

The Contractor represents and warrants as of the date hereof:

2.1.a. Status

Contractor is a Corporation duly organized, validly existing and in good standing under the laws of Delaware, and is qualified to do business in the State of California.

2.1.b. Authority and Authorization

The Contractor has full legal right, power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor enforceable against the Contractor in accordance with its terms.

2.1.c. Statements and Information in Quote

Any written documents submitted to the County by the Contractor, on which the County has relied upon in entering into this Agreement, do not contain any untrue statement of a material fact, nor omit to state a material fact necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

2.1.d. No Conflicts

Neither the execution or delivery by the Contractor of this Agreement, the performance by the Contractor of Contractor's Obligations, nor the fulfillment by the Contractor of the terms and conditions hereof: (1) conflicts with, violates or results in a breach of any Applicable Law; or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default thereunder.

2.1.e. No Approvals

No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency or instrumentality is required for the valid execution and delivery of this Agreement by the Contractor, except such as have been duly obtained from its Board of Directors.

2.1.f. No Litigation

There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of the Contractor's knowledge, threatened, against the Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Contractor of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity of, or the ability to enforce this Agreement or any

other agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby.

2.1.g. Patents, Licenses, etc.

To the best of the Contractor's knowledge, the use of any patent, patented article, machine or process, or a combination of any or all of the aforesaid with respect to Facilities Operation in accordance with the terms and conditions of this Agreement does not infringe upon any patent, trademark or copyright of any other third person.

2.1.h. Contractor Investigation

The Contractor has made an independent investigation to its satisfaction of matters, conditions and circumstances relating to its execution and delivery of this Agreement and its obligations hereunder.

Contractor has inspected the Site and the following documents:

1. Site plans, Operations Manuals and permit documents;
2. All current and past landfill gas quantity and quality information;
3. South Coast Air Quality Management District Rules, Regulations and Permits;
4. All other documents the Contractor deems necessary to undertake and comply with the Contractor's Obligations.

2.2. Of the County

The County represents and warrants as of the date hereof:

2.2.a. Status

The County is a political subdivision of the State, duly organized and validly existing under the Constitution and laws of the State.

2.2.b. Authority and Authorization

The County has full legal right, power and authority to execute and deliver this Agreement, and perform its obligations hereunder. This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms. The County has complied with Applicable Law in entering into this Agreement.

2.2.c. County Investigation

The County has made an independent investigation to its satisfaction of matters, conditions and circumstances relating to its execution and delivery of this Agreement and its obligations hereunder. The County expressly disclaims any warranties, either express or implied, as to the value or composition for any particular purpose of landfill gas delivered to the Facilities except that it will be greater than 40% methane measured by volume and at a quantity of not less than thirteen million (13,000,000) BTU's per hour, per Gas-to-Energy Unit.

2.2.d. No Conflicts

Neither the execution or delivery by the County of this Agreement, the performance by the County of its obligations hereunder, nor the fulfillment by the County of the terms and

conditions hereof: (1) conflicts with, violates or results in a breach of Applicable Law; or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which the County is a party or by which the County or any of its properties or assets are bound, or constitutes a default thereunder.

2.2.e. No Approvals

No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency or instrumentality is required for the valid execution and delivery of this Agreement by the County, except such as have been duly obtained from the County Board of Supervisors.

2.2.f. No Litigation

There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of the County's knowledge, threatened, against the County wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the County of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity of, or the ability to enforce this Agreement or any other agreement or instrument entered into by the County in connection with the transactions contemplated hereby.

ARTICLE 3. THE PARTIES

3.1. Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties and their representatives, successors and permitted assigns.

3.2. Binding on Successors

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

3.3. Further Assurances

Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

3.4. Actions of the County in Its Governmental Capacity

Nothing herein shall be interpreted as limiting the rights and obligations of the County in its governmental or regulatory capacity.

3.5. Contractor's Obligations Performed at Its Sole Expense

The Contractor shall perform the Contractor's Obligations at its sole cost or expense and shall not be entitled to any adjustment in compensation for Facilities Operation, or any other compensation from the County as a result thereof, unless expressly provided for herein.

3.6. Exercise of Options

The Parties' exercise of any approval, disapproval, option, discretion, election or choice hereunder shall be in each respective Party's independent, sole, exclusive and absolute control and judgment.

3.7. Compliance with Applicable Law

The Contractor shall perform all of the Contractor's Obligations hereunder, and shall cause its subcontractors to perform the Contractor's Obligations hereunder, in accordance with Applicable Law and Permits, subject to Professional Service Agreement, Section 10.

3.8. Confidentiality

The Contractor acknowledges and agrees that information submitted to the County pursuant to this Agreement may be subject to compulsory disclosure by the County upon request from a member of the public under the California Public Records Act, Government Code Section 6250 et seq. The County recognizes and agrees that certain information that may be disclosed by the Contractor or that the Contractor may be required to submit pursuant to the Agreement may be considered confidential and proprietary by the Contractor. The County agrees to protect the confidentiality of materials submitted to it to the extent permitted by the Public Records Act, in accordance with the procedures, and subject to the limitations described in this Section. The Contractor shall specifically and clearly designate as "CONFIDENTIAL" all materials that it wishes the County to treat in confidence and withhold from public disclosure. The County agrees not to voluntarily disclose any materials so designated to persons other than officers, attorneys, employees and consultants of the County involved in financing, overseeing and operating the Facilities.

If the County receives a request from a third party to review and/or copy material so designated, it will inform the Contractor and will permit the Contractor to present arguments and facts to the County in support of the position that the material is entitled to an exemption from disclosure under the Public Records Act and should not be released. If the County determines that the material is not entitled to an exemption and that it must be released, the County will advise the Contractor of such determination prior to releasing the material so that the Contractor may seek a court order enjoining its release. If the County determines that the material is entitled to an exemption, and the person who requested the information files a legal action seeking its release, the County will advise the Contractor and will not oppose a motion by the Contractor to intervene in the action. The Contractor must either intervene or agree to pay the County's legal expenses in defending the action; otherwise the County will have no obligation to affirmatively defend the action and may release the information sought without any liability whatsoever to the County.

Without intervening to limit the remedies available to each party due to any breach of this provision, each party agrees the damages at law for any such breach would be an insufficient remedy to the other and that the non-breaching party shall be entitled to injunctive relief or other equitable remedies in the event of any such breach.

3.9. Sole Responsibility

Each Party shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents.

3.10. County Right to Perform

In the event an emergency situation arises at the Facilities which threatens public health, safety or welfare, the Contractor shall notify the County as soon as possible after such

emergency and inform the County if it is unable or unwilling to respond to such emergency or make arrangements for a third party to respond thereto. If the County learns of such emergency before the Contractor, the County shall notify the Contractor as soon as possible of such emergency and the Contractor shall immediately tell the County whether the Contractor is unable or unwilling to respond to such emergency or make arrangements for a third party to respond thereto. If the County is unable to notify the Contractor or if the Contractor tells the County it is unable or unwilling to respond to such emergency or make arrangements for a third party to respond thereto, the County may respond or contract therefor. Any costs, expenses or damages incurred by the County in responding or contracting therefor, which response should have been part of the performance of Contractor's Performance Obligation or Obligations, shall be paid by the Contractor to the County.

3.11. Subcontractors

The Contractor shall engage only those subcontractors approved beforehand in writing by the County, to perform activities associated with Facilities Operation, unless the County consents in writing to substitutions or additions. Such consent shall not be unreasonably withheld. In an emergency, upon immediate telephonic or other oral notice to the County, followed promptly by Notice, the Contractor may engage additional or substitute subcontractors for up to seven (7) consecutive days, provided that at the expiration of such seven (7) days, engagement of such additional or substitute subcontractors may be continued only if the County consents in writing thereto. All subcontractors shall be licensed as required under Applicable Law to perform their subcontracted work. The Contractor shall remain liable for the full and complete performance of its obligations hereunder. This ARTICLE 3.11 does not apply to vendors and materials suppliers whose work and role does not materially affect Facilities Development and/or Operations.

ARTICLE 4. TERM OF AGREEMENT

4.1. Term

This Agreement shall become effective on the date hereof and the Term shall commence on the date Notice given as the Full Operation Date and continue in effect, renewed annually, until end of the third year of operation of the gas-to-energy facility, Unit 1, unless terminated earlier in accordance with Section 5 of the Professional Service Agreement.

4.2. Survival of Certain Provisions

All representations and warranties of the Parties herein, and all indemnifications provided for herein, and any other rights and obligations of the Parties expressly stated to survive the termination of this Agreement, shall survive such termination.

ARTICLE 5. RESPONSIBILITIES OF THE CONTRACTOR

5.1. Facilities Operation

During Facilities Operation, the Contractor is responsible for the following activities:

5.1.a. General

Contractor shall take over operations and perform maintenance on the Badlands landfill, Unit 1, Gas-to-energy facility for the term of the contract as stated in ARTICLE 4. Equipment maintenance requirements are detailed in the O & M manual and the appropriate manufacturer's equipment manuals. ARTICLE 5 of this Exhibit, is not intended to limit in any way the requirement set forth in those manuals or to preclude the

development of further operating procedures mutually agreed upon by the Contractor and County.

5.1.b. Routine Operations

1. Processing (as necessary for selected generation facility) collected landfill gas through the compressor and chiller unit. All landfill gas condensate must be collected and pumped into the 2" diameter HDPE effluent line adjacent to the compressor/chiller unit.
2. Sixty (60) days after Notice of Full Operation is given operate the facility at the designated load required by the RCWMD that is equal to or exceeds 90% net load and 75% on-line, or 6,570 hours or MW per year.
3. Supply to the County and SCE's Power Scheduler via e-mail, a 30-day rolling schedule spreadsheet weekly that shows scheduled hourly power for 30 days. The spreadsheet for scheduling will be provided by the County. The rolling 30-day schedule must be updated and e-mailed at least 24 hours in advance to a list of e-mail addresses supplied by the County on a weekly basis.
4. E-mail to the County a log of all non-scheduled and scheduled shut-downs indicating the time of each shutdown, total down time, and the reason of the shutdown.
5. In addition to the rolling 30-day schedule that is to be e-mailed, Contractor shall provide notification to the SCE's "real time" Power Scheduler upon the Contractor's observation and investigation of the facility that deviates from the weekly updated rolling 30-day schedule.
6. Operating and maintaining all necessary facilities and equipment. Conduct all maintenance stages E1 through E4 as listed in the Deutz MWMTBG 620 Maintenance Manual at the intervals listed here: E1: to be completed immediately after any major work, E2: daily check routine, E3: Inspect oil every 100 hours, change oil every 250 to 300 hours, conduct other maintenance every 500 hours, and E4: extended inspection every 1,000 hours, or otherwise agreed to in writing by both parties. All Equipment shall be maintained in accordance with the O & M Manual(s) and manufacturer's recommendation at the recommended service intervals (except where listed more frequently herewithin). The Contractor shall visit the facility each working day as needed for inspection and performance of other minor and intermediate service, repair and maintenance activities.
7. The Contractor shall maintain the Facilities in good working order and repair, including maintaining spare parts inventory and performing periodic maintenance in accordance with the Operations and Maintenance Manual. The Contractor shall maintain the aesthetic appearance of the Facilities in a clean and neat manner, with due regard for reasonable control of odors and noise.
8. Operate the Facilities in accordance with local, state, and federal regulations, laws and permits for the term of the contract as stated in ARTICLE 4.

9. The Contractor shall pay for and supervise annual source emission testing to be conducted by a pre-qualified firm, as required in the SCAQMD permit to construct/operate. The contractor shall provide three copies of the emissions report to the County for submittal to the SCAQMD. The reports shall be submitted to the County no more than 30 days after the emissions test is conducted.
10. Supply electricity to the County's landfill gas flaring stations, and three small field offices as parasitic load, when the facility is operating, at no cost to the County, not to exceed an average of 75 kWh. Semi-annual audits can be conducted by the contractor and County to verify the load to these facilities. Any usage over 75 kWh by the County will be paid to the Contractor per kWh over the limit, the same price as the current Routine Operations Fee.
11. Upon the end of the agreement term before vacating the facility, the facility must be left in full operating condition as it was upon the Full Operations Date. All maintenance and repairs shall have been completed as necessary.
12. Applying best industry practices in conducting all of the above activities.

The Contractor shall base their bid to replace or repair the following items **based on the hours of operation listed in the RFQ Scope of Service: Gas-to-Energy Description.**

Under no circumstance shall the Contractor state that an item has reached "end of life" and pass the cost to the County. These activities shall include parts and labor to repair or replace the following equipment listed below:

5.1.b.i) Engine/Generator Units

Contractor will be responsible for all labor and materials necessary for routine engine and generator maintenance such as, but not limited to, tune-ups, oil changes, filter changes, replace spark plugs, oil analysis and equipment adjustments in accordance with the manufacturer's recommendation.

5.1.b.ii) Engine Cooling System

Contractor will provide all labor and materials to keep the cooling system operating at an optimal level, and maintain all lubricants, inhibitors and coolants as specified by the manufacturer(s). The contractor shall store and dispose of spent fluids as required by law. The contractor shall also repair and replace all parts and equipment, as needed that are not part of equipment service overhauls, E5, E6 or E7, as listed in the Deutz MWM Normal Maintenance Plan Schedule.

5.1.b.iii) Radiator and Fan

Contractor will provide all labor and materials to keep the radiator and fan system operating at optimum, maintain all and lubricate all bearings, clean radiator cores and perform maintenance as specified by the manufacturer(s). The contractor shall also repair and replace all parts and equipment, as needed.

5.1.b.iv) Blower and Chiller Skid

The Contractor shall provide all labor and parts to maintain the blower and chiller skid so that it operates at an optimal level. The contractor shall store and dispose of spent fluids as required by law. The contractor shall also repair and replace all parts

and equipment related to the blower and chiller skid, as needed including but not limited to all filters, filter vessels, knockouts, piping, and instrumentation.

5.1.b.v) Control Room

The Contractor shall provide all labor and parts to maintain: the Cutler Hammer Motor Control Center 2100, the Deutz TEMS, the Horiba ENDA-420 CEMS and calibration gases, the Daniels chromatograph gas analyzer and calibration gases, the Wonderware SCADA and alarm systems, the Beckwith Integrated Generator Protection M-3420 System, the IBM compatible computer, monitor and modems, the LEL and carbon monoxide gas detectors, the HVAC system and all other associated equipment. The contractor shall also pay for monthly phone service for alarms and communications for remote access of SCADA system. The Contractor shall also repair and replace all parts and equipment, as needed.

5.1.b.vi) Switching Gear

The Contractor shall provide all labor and parts to maintain the Cutler Hammer 2,000 amp NEMA 3R Switchboard. The contractor shall also repair and replace all parts and equipment, as needed.

5.1.b.vii) Container Housing

The Contractor shall provide all labor and parts to maintain the integrity of the steel engine and control room housing container, the acoustical reduction system and the exhaust stack and silencer. The Contractor shall provide all labor and parts to maintain the container air cooling system, fan motor and swamp cooler system. The Contractor shall also repair and replace all parts and equipment, as needed.

5.1.b.viii) Housekeeping

The Contractor shall provide all labor and parts to maintain the grounds within the chain link fence area, not to include the flaring station area. The Contractor shall maintain and keep in an orderly fashion all storage bins, containment areas and office's. Weeds and trash shall be removed and placed in a refuse container. All oil and grease spots on the gravel areas shall be removed and placed into a proper waste container for proper disposal. All refuse shall be removed by the contractor at the cost of the contractor.

5.1.c. Repair of Damage

Contractor shall also repair any damage to the Facilities caused by the actions of its employees, subcontractors, or other Contractor agents. Damage caused by perils that occur while the facility is being operated under the control of the Contractor shall also be repaired by the Contractor.

5.1.d. Hazardous Waste Management

5.1.d.i) Hazardous Materials/Waste Management

The Contractor shall provide all labor, containers, labeling, signage and staff training to properly generate, store and dispose of hazardous materials and hazardous waste in accordance with all applicable laws. The Contractor shall create, submit and maintain a Hazardous Materials Business Emergency Plan (HMBEP) along with the Inventory Form for each of the hazardous materials handled or stored onsite at or above the regulatory thresholds with the local Riverside County Environmental Health Department's Hazardous Materials Management Division (CUPA) providing annual inventory certification as required. The Contractor shall provide applicable

generator fees to CUPA. The Contractor shall supply annual staff training on the HMBEP and submit a copy of the plan, annual inventory certifications and evidence of training to the County. Notification should be made to CUPA within 30 days if any of the following events occur: change of ownership; change of business name; mailing address; phone number; location; emergency contact person; 100% or more increase in quantity of a disclosed material; or any handling a previously undisclosed material subject to regulation. Once the changes are made and sent to CUPA, a copy of the revised HMBEP and Inventory shall be forwarded to the County.

The Contractor shall conduct the daily aboveground storage tank inspection for the waste oil storage tank, fuel storage tank and any aboveground storage tank containing new oil. In addition, the Contractor shall also conduct a weekly inspection for the hazardous materials and waste storage. The blank daily and weekly inspection forms will be provided by the County. Any problems found during the inspections shall be corrected by the Contractor. Copies of the completed inspection forms shall be maintained in a binder onsite and made available for review by the County or regulatory agencies.

5.1.d.ii) Hazardous Waste Disposal

The Contractor will provide for all hazardous waste disposal requirements. The COUNTY will obtain a site specific EPA ID Number registered under the COUNTY's name with the Badlands Landfill site's Ironwood address. The COUNTY's EPA ID number shall be used on all hazardous waste shipping papers. The Contractor shall establish and maintain disposal services with a licensed hazardous waste pick-up and disposal service provider. The contractor will accumulate, store, and dispose of all hazardous waste in accordance with all applicable laws. The Contractor shall employ best management practices to prevent storm water pollution.

~~County Waste Inspectors shall be allowed to audit/inspect the Contractor's accumulation and storage processes and procedures to ensure compliance with applicable law. Prior to shipment, the Contractor shall request approval from COUNTY to dispose of said waste. Contractor shall modify its accumulation, storage and shipping of hazardous waste per the County's Waste Inspector requests if so directed. All County costs to monitor Contractors hazardous waste processes and procedures will be billed to the Contractor and the cost deducted from the Monthly Routine Operations Fee.~~

All oil and grease spots on the gravel areas shall be removed and placed into proper waste container for proper off-site disposal. All greasy and oily equipment will be stored in a manner that prevents contact with precipitation.

5.1.e. Scheduled Overhauls

1. Provide labor, parts and equipment to conduct an intermediate overhaul, Deutz engine MWM TBG 620 maintenance stage E5, every 4,500 engine hours or as agreed upon in writing by the Contractor and County. The cost for this overhaul is located in Exhibit B and is to be filled out by the Contractor.
2. Provide labor, parts and equipment to conduct an extended intermediate overhaul Deutz engine MWM TBG 620 maintenance stage E6, every 9,000 engine hours or as agreed upon in writing by the contractor and County. The

cost for this overhaul is located in Exhibit B and is to be filled out by the Contractor.

3. Provide labor, parts and equipment to conduct an extended intermediate overhaul Deutz engine MWM TBG 620 maintenance stage E7, every 27,000 engine hours or as agreed upon in writing by the Contractor and County. The cost for this overhaul is located in Exhibit B and is to be filled out by the Contractor.

5.1.f. Off Duty Call-Outs

The Contractor is expected to respond to SCADA alarms and plant shut-downs during non-working hours at their own expense. However, if it is deemed that the cause of the alarm or shut down is the fault of the County, or its vendors, or its contractors other than those operating the facility, the Contractor will be reimbursed for staff time on an hourly basis for a minimum number of hours. The cost for off duty call-outs is located in Exhibit B and is to be filled out by the Contractor.

5.1.g. Request for Variable Load

The County may require the Contractor to operate the facility at a load less than 90%, the Normal Operating Load. Should the County require the Contractor to operate the facility at a load at less than 90%, the Contractor will be compensated at a rate equal to the Normal Operating Load. At no time would the Contractor be requested to reduce the load to a point where emissions could not be established below compliance levels.

5.1.h. Permit Revisions

Prepare application(s) and pay for any change or modification fee to the existing SCAQMD Permit to Operate for changes and modifications requested or required by the Contractor.

ARTICLE 6. RESPONSIBILITIES OF THE COUNTY

The County will be responsible for the following activities:

1. Oversight of Contractor's performance.
2. Payment to Contractor for performance.
3. Disposal of any landfill gas condensate that has not been contaminated by gas-to-energy production equipment.
4. Supply a minimum of 13 MMBTU's Lower Heating Value (LHV) landfill gas at a minimum of 40.0% methane.
5. Fill swamp cooler water tank as needed for cooling the intake air to the engine, upon request by Contractor.
6. Pay for all SCE electrical bills and make arrangements and pay for all repairs or replacement to electrical equipment located between the 480V/12,000V transformer and the front entrance gate.

7. Supply SCE electrical power at no cost to the contractor when the facility is off-line to maintain block heaters, HVAC systems, office, TEMS, CEMS and SCADA system as well as any safety systems or equipment protective devices.
8. Pay for all SCAQMD renewal permits to operate for the gas-to-energy facilities.
9. Prepare application(s) and pay for any change or modification fee to the existing SCAQMD Permit to Operate for changes and modifications requested or required by the County.

ARTICLE 7. GENERAL OPERATIONS

7.1.a. Operating Hours

The Contractor shall perform service and operate each Facility 24 hours per day seven days per week in an effort to achieve 90% electrical load production at 75% on-line, while considering safety and achieving an efficient plant operation. The Facilities shall be non-operational only during scheduled maintenance periods. In the event of equipment failure, the affected equipment shall be repaired as soon as possible. The Contractor shall supply the County with a repair schedule if the repairs will extend beyond twenty four (24) hours in length.

7.1.b. Right to Enter and Inspect Facilities

The County and its designated representative(s) shall have the right, but not the obligation, to enter, observe and inspect the Facilities at any time; meet with the Facilities manager or his or her representative at any time; and meet with other employees upon request, which request shall not be unreasonably denied. Upon County request, the Contractor shall make personnel available to accompany County employees on inspections. The Contractor shall ensure that its employees cooperate with the County and respond to the County's reasonable inquiries. The Contractor shall make operational and business records available to the County during Operating Hours upon County request, and shall provide the County copies of such records at the County's request.

7.1.c. Security

The Contractor shall maintain security for the Facilities during the Term. The County shall not be responsible or liable for any damages to the Facilities due to theft or vandalism. The contractor shall lock all doors and gates during non-working hours.

7.1.d. Personnel

The Contractor shall engage and train qualified and competent employees in numbers necessary and sufficient for Facilities Operation and to perform Contractor's Obligations. The Contractor shall train such staff to perform their work in a safe and efficient manner in accordance with the health and safety plan in the Operation and Maintenance Manual.

7.1.e. Facilities Operation Guaranty

Beginning on the Full Operation Date, the Contractor agrees to comply with the Facilities Operations Guaranty throughout the Term and to perform Contractor's Obligations with respect to Facilities Operation in accordance with accepted practice for comparable facilities, sound management and operations practice, the Operations and Maintenance Manual, Facilities description, the Plans and Specifications, Permits, Applicable Law, the provisions hereof, and covenants, conditions and restrictions pertaining to the Site. The

Contractor shall maintain and renew Permits as required to comply with Applicable Law. The Contractor shall not use or permit the use of the Facilities for any purpose other than those contemplated by this Agreement.

7.1.f. Safe Condition and Repair

The Contractor shall keep and maintain in good, safe condition and repair the Facilities, appurtenances and every part thereof, including without limitation the gas processing equipment, electrical generators, buildings, and all personal property furnished by Contractor including vehicles.

7.1.g. Alterations

Contractor shall not make any physical alterations to the Facilities without prior written consent from the County. The O&M manual shall be updated to reflect any and all alterations.

7.1.h. Safety

The Contractor shall conduct Facilities Operations in a safe manner, in accordance with Applicable Law, requirements of insurance carried pursuant to Section 22 of the Professional Service Agreement and standard practices in the landfill gas processing/electricity generation industry.

7.1.i. Scheduling

- The Contractor shall notify the Scheduler and designated County representative by e-mail when the facility is off-line or a load adjustment has been done that is different than what has been scheduled, stating the time of the call, when the change to load occurred, and the reason for the facility being off-line or why the load was changed.
- The Contractor shall notify the Scheduler and designated County representative by e-mail when the facility is back on-line or a load adjustment has been brought back into what has been scheduled, stating the time of the call, re-stating the reason for the facility had been off-line or why the load was changed, and the time the facility came back on-line.

7.1.j. Record Keeping

The Contractor shall keep daily accurate and complete records of Facilities Operations using paper, electronic, magnetic or other media in sufficient detail to allow the County to calculate the Service Fee and any liquidated damages or other damages levied under this Agreement, and to determine compliance with all provisions of this Agreement. The Contractor shall maintain records so as to be available to the County during Operating Hours upon County request, and shall promptly provide the County copies of such records at the County's request. The Contractor shall preserve such records for a period no less than five (5) years.

7.1.k. Reporting Requirements

7.1.k.i) Monthly Reports

By the fifteenth (15th) day of each month, Contractor shall submit via e-mail to the County reports summarizing, at a minimum; productivity; equipment operations, downtime and maintenance activities during the previous month in a form and content satisfactory to the County.

7.1.k.ii) SCAQMD Rule 218 CEMS reports to SCAQMD

The Contractor shall comply with all required CEMS exceedance reporting Per SCAMD Rule 218.

7.1.k.iii) Quarterly SCAQMD 1110.2 Reports

The Contractor shall prepare Quarterly reports in accordance with SCAQMD Rule 1110.2 and submit to the County at least five (5) business days before the report is due to be submitted to the SCAQMD. The County will review and have the Title V responsible official sign and submit to the SCAQMD.

7.1.k.iv) Annual and Semi-Annual Title V Reports

The Contractor shall provide to the County in an acceptable format all deviations and information that must be included in the facility's Annual and Semi-Annual Title V Reports.

7.1.k.v) Other Reports

The County reserves the right to request the Contractor to supply other reports.

7.1.l. Updated Operations and Maintenance Manual

On or before December 1 of each year following the Full Operations Date, the Contractor shall review the Operations and Maintenance Manual(s), revise it to reflect any changes in Facilities Operation procedures during the previous Calendar Year, describe anticipated changes and Scheduled Facilities Downtime during the upcoming Calendar Year, and submit a copy of the updated Manual and written information regarding Scheduled Facilities Downtime to the County. The County may, but need not comment on such annual update. Failure of the County to comment upon the Operations and Maintenance Manual shall (1) not relieve the Contractor of any of its obligations and responsibilities hereunder or impose any liability upon the County, nor (2) be deemed to be a representation by the County that the Contractor's Facilities Operation is in accordance with the Operations and Maintenance Manual or signifies that the Contractor has complied with all Contractor's Obligations with respect to Facilities Operation or with Applicable Law.

7.1.m. Yearly Meetings

The County and the Contractor shall meet no less than yearly to discuss Facilities Operation and any related matters raised by either Party.

7.1.n. Signage

The Contractor shall post and maintain easily-readable signs in both English and Spanish approved by the County at the entrance to the Facilities detailing the regulations that must be followed by persons entering the facility.

ARTICLE 8. COMPENSATION

8.1. Operations Service Fee

8.1.a. Definition

The County will compensate the Contractor for Operations of the Facility as defined herein. The Operations Service Fee has two components:

8.1.a.i) Routine Operations Fee

1. The Routine Operations fee is to include those costs listed in ARTICLE 5.1.b of these provisions, including but not limited to the following:
 - tools
 - equipment
 - insurance
 - management
 - annual source test
 - labor
 - parts
 - vehicles
2. The County will compensate the Contractor for the Routine Operations fee on a monthly basis as defined herein. The Routine operations fee will increase after each full year of operation at a rate equal to the CPI, throughout the term of the contract as stated in ARTICLE 4 facility operations contract defined herein. The Contractors Cost quote form is in Exhibit B.

8.1.a.ii) Overhaul Fee

The Overhaul Fee is expressed as a fixed dollar lump sum basis and is full compensation for all aspects of the overhaul incurred by the Contractor. The overhaul fee will increase after each full year of operation at a rate equal to the CPI, throughout the term of the contract as stated in ARTICLE 4 facility operations contract defined herein. The Contractors Cost Quote form is located in Exhibit B.

8.1.a.iii) Off Duty Call-Outs

The Contractor will be compensated for off duty call-outs when it is deemed that the cause of the alarm or shut down is the fault of the County or its vendors, or its contractors. The Contractor will be reimbursed for staff time for a minimum number of hours. The Contractor's Cost quote form is located in of this RFQ. The Off-duty call-out fees will increase or decrease after each full year of operation at a rate equal to the CPI, throughout the term of the contract as stated in ARTICLE 4 facility operations contract defined herein.

8.2. Payment Procedure

8.2.a. Contractor Payment

The Contractor Payment shall be the net amount the County pays to the Contractor for performing services defined by the Agreement. The Contractor Payment shall be calculated as follows:

8.2.a.i) Routine Operating Fee

1. The Monthly Operating Payment shall be the amount paid to the Contractor by the County for each kilowatt (kWh net) of electricity sold by the County to the Power Purchaser. The net kWh power is measured by a certified CAISO meter and a SCE revenue meter. The County

receives the meter data between 15 and 30 days after the end of each month. Therefore, the kilowatts sold for the previous months will be estimated. A correction to the bill will be made when the actual meter data arrives through the Scheduler. The Monthly Operating Payment shall be calculated as follows:

2. Routine Operation Fee = (\$-per-kilowatt Operating Fee) x (the number of kilowatts (net) of electricity sold in the previous month). The \$ per-kilowatt operating fee amount will be determined from the Contractor's Cost Quote located in Exhibit B.

8.2.a.ii) Scheduled Overhauls

The contractor shall be fully paid for each separate overhaul at its completion and verification by the County. The overhaul payment will be a lump sum amount as listed in Exhibit B. The Contractor shall invoice the County for the overhaul payment.

8.2.b. Monthly Invoice

On or before the fifteenth (15th) day of each month, the Contractor shall invoice the County for the Routine Operation Payment for the previous month, as provided in ARTICLE 8.2. The Contractor shall provide with the invoice full written documentation of its computation of the Monthly Contractor Payment.

8.2.c. Review of Invoices and Disputes

If the County disputes the amount of such invoice, it shall give the Contractor Notice of such dispute within fifteen (15) days of receipt of invoice, together with any request for additional information, identified with reasonable specificity, with respect thereto. Within fifteen (15) days of receiving the County's Notice, the Contractor shall respond to the County's dispute and supply any such information. If the Contractor does not respond within such time, its concurrence with the County's dispute will be deemed to exist. If County disagrees with Contractor's response and Contractor and County cannot reach agreement during an ensuing fifteen (15) Working Day period following the County's response, the Contractor shall submit a claim to the County pursuant to Section 15 of the Professional Service Agreement.

8.2.d. Payment

If Contractor submits invoices on or before the fifteenth (15th) day of any month, the County shall attempt to pay, in full to the Contractor all undisputed amounts by the fifteenth (15th) day of the next succeeding month. If the Contractor submits any invoice after the fifteenth (15th) day of any month, the County shall attempt to pay all undisputed amounts within thirty (30) days of receipt of the Contractor's invoice.

8.2.e. Offsets

The County may offset against the Monthly Contractor Payment any amounts owed by the Contractor to the County for penalties from the CAISO or scheduler or loss of power sales income as described under this Agreement.

8.3. Other Allowed Adjustments

8.3.a. Limitation

Except as otherwise provided below, adjustments to compensation shall be based only on the provisions governing Amendments contained in ARTICLE 11. The following exceptions will apply:

8.3.a.i) Cost Reducing Change

A change resulting in an equal share in cost-savings between the Parties.

8.3.a.ii) Change in Law

The County will equitably adjust the compensation to the Contractor for changes in Direct Costs or financing costs demonstrated to be directly the result of a Change in Law, except for changes in Tax Law, occurring after the Contractor's signature date for this Agreement. Any request for an adjustment in compensation due to a Change in Law will be considered by the County. The Parties recognize that a Change in Law also may result in a decrease in Direct Costs or in financing costs, and that the County may order a reduction in Contractor compensation.

ARTICLE 9. BONDS, FURTHER ASSURANCES

9.1. Bonds and Surety Instrument

All bonds shall be executed by a corporation admitted to issue surety bonds or insurance in the State, subject to regulation by the California Insurance Commissioner, rated not less than "(A-7)" by A.M. Best Company, Inc. as applicable, and having a financial condition and record of service reasonably satisfactory to the County. The Contractor shall carry, and keep in force:

9.1.a. Operations Performance Bond and Surety Instruments

The contractor shall submit a five-hundred thousand dollar (\$500,000) surety bond as a security for the faithful performance of the contract for the full term of the contract, including but limited to, costs, loss or damage to the County resulting from the breach or default of Contractor under any provision whatsoever of this agreement. The bond must be submitted on forms provided by the County. Bonds submitted in any other form will not be accepted.

9.2. Destruction of Premises

If the Facility is totally or partially destroyed from a risk covered by insurance which the Contractor must maintain pursuant to the Agreement, the Contractor shall restore the Facilities to substantially the same condition as it was in immediately before destruction. If the Facilities is totally destroyed or materially damaged by a peril which the Contractor is obligated to insure against pursuant to this Agreement but has failed to do so, County shall have the option to terminate this Agreement in accordance with Section 5 of the Professional Service Agreement or to restore the Facilities at the Contractor's expense, such option to be exercised within three months after destruction or damage occurs.

ARTICLE 10. SHORTFALLS, BREACHES AND DEFAULTS

10.1. Contractor Breaches

In the event that the Contractor fails to perform fully any of the Contractor's Obligations including failure to achieve the Facilities Operation Guaranty, in accordance with the terms hereof, it shall be in breach of this Agreement. Upon delivery of Notice thereof to the

Contractor, the County may exercise any one or more of the following remedies to which it may be entitled, according to proof:

10.1.a. Damages

Any applicable damages including but not limited to the County's incremental cost, if any, of destruction of landfill gas through means other than the landfill gas to energy plant.

10.1.b. Specific Performance

Contractor acknowledges that the County's remedy of damages of a breach hereof by the Contractor may be inadequate for reasons including:

- The control of landfill gas at the Site which constitutes a threat to public health;
- The long term and significant investment of money and personnel (both County staff and private consultants, including engineers, financial advisors, procurement counsel, bond counsel and investment bankers) required to request and evaluate quotes for alternative service comparable to the service provided hereunder for the price provided hereunder, and to negotiate new agreements therefore;
- The County's reliance on the Contractor's technical expertise; and,
- The County's obligation to repay municipal bonds or any other borrowed funds, if used to finance part or all of the Facilities regardless, of whether it secures Contractor's performance hereunder.

Consequently, County shall be entitled to all available equitable remedies, including specific performance and injunctive relief.

10.1.c. Substitute Services

The Contractor shall promptly secure and pay for substitute services for the County substantially similar to the services it is obligated to provided hereunder, upon the same terms and conditions as provided hereunder, including all Contractor Performance Obligations, and the Facilities Operations Guaranty, satisfactory to the County.

10.2. Events of Default

10.2.a. Contractor Default

Each of the following shall constitute an event of default by the Contractor:

10.2.a.i) Uncured Breach of Agreement

The Contractor fails to cure any breach,

1. within five (5) working days of receiving Notice from the County specifying the breach; provided that if the nature of the breach is such that it will reasonably require more than five (5) working days to cure, the Contractor shall not be in default so long as the Contractor promptly commences to cure such breach and diligently proceeds to complete same; or
2. immediately, if the breach is such that the health, welfare or safety of the public is endangered thereby.

10.2.a.ii) Bankruptcy, Insolvency, Liquidation

The Contractor files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, administrator or similar official of the Contractor for any part of operating assets or any substantial part of the Contractor's property, or makes any general assignment for the benefit of the Contractor's creditors.

A court having jurisdiction enters a decree or order for relief in respect of the Agreement in any involuntary case brought under any bankruptcy, insolvency, debt relief or similar law, now or hereinafter in effect, or the Contractor consents to or fails to oppose any such proceeding, or any such court enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Contractor for any part of the Contractor's operating equipment or assets, or orders the winding up or liquidation of the Contractor.

10.2.b. Remedies in the Event of Contractor Default

Upon the occurrence of a Contractor Default, the County shall have the following rights:

10.2.b.i) Termination

Terminate the Agreement in accordance with Section 5.2 of the Professional Service Agreement; and

10.2.b.ii) All Other Available Remedies

To exercise all of its remedies in accordance with this Article and any other remedies at law and in equity, to which the County shall be entitled, according to proof.

Limitation. In the event the County does not exercise its right to terminate, the County shall have the right to:

- (i) seek performance by the surety under any performance bond,
- (ii) make a claim on any insurance policy or policies, and/or
- (iii) draw any retainage, letter of credit, or other instrument furnished by Contractor.

10.3. Waiver

A waiver by the County of any breach or default by the Contractor shall not be deemed to be waiver of any other breach or default by the Contractor, including ones with respect to the same obligations hereunder. The subsequent acceptance by the County of any damages or other money paid by the Contractor hereunder shall not be deemed to be a waiver by the County of any pre-existing or concurrent breach, or Default by the Contractor.

10.4. Facilities Operation Guaranty Damages

The following are damages associated with Contractor failure to meet any of the components of the Facilities Operation Guaranty:

1. Loss of electrical sales income
2. Regulatory fines and penalties

3. Loss of environmental control of landfill gas potentially creating health and safety hazards

Contractor shall not be liable for any damages for loss of electrical sales income set forth above in condition (1) listed above, that arise in the first 2,190 hours that the Facility is off-line or under produces 2,190 MWH due to Contractor's fault in any contract year. Damages payable for loss of electrical sales income set forth above in condition (1) shall only accrue on those damages that arise after the Facility have been off-line due to Contractor's fault after 2,190 hours or 2,190 MWH in any contract year. Time taken to conduct scheduled overhauls, as listed as Exhibit B, will not be counted as off-line. Damages for electrical sales income set forth above in condition (1) shall be calculated by subtracting the Routine Operation fee kWh from the County's per kWh power sales rate. Any damage amount determined from the loss of power sales income shall be subtracted from the monthly Routine Maintenance Fee.

Resolution of any dispute regarding this Article shall be governed by the provisions set forth in Section 11 of the Professional Service Agreement.

10.5. Criminal Activity of Contractor

Should the Contractor or any of its officers or directors be "found guilty" of felonious conduct relating to the Contractor's Obligations, or other felonious conduct at any of the Contractor's operations involving (i) a price fixing or (ii) bribery of public officials, the County reserves the right:

1. to unilaterally terminate this Agreement in accordance with Section 5 of the Professional Service Agreement; or
2. exercise all other remedies available to County as if a Contractor Default had occurred, in accordance with ARTICLE 10.2; or
3. to impose sanctions which may include financial sanctions or any other condition deemed appropriate short of termination.

Such action shall be taken after the Contractor has been given notice and an opportunity to present evidence in mitigation.

The term "found guilty" shall be deemed to include any judicial determination that Contractor or any of Contractor's officers, directors or employees is guilty, and any admission of guilt by Contractor, or any of Contractor's officers, directors or employees including, but not limited to, the pleas of "guilty", "nolo contendere", "no contest" or "guilty to a lesser felony" entered as part of any plea bargain.

If the County does not terminate this Agreement, the Contractor shall dismiss or remove such officers, directors or employees and take all action necessary and appropriate to remedy any breach of Contractor's Obligations.

10.6. Uncontrollable Circumstances

10.6.a. "Uncontrollable Circumstance(s)"

"Uncontrollable Circumstance(s)" means any act, event or condition outside either Party's control that is not the result of willful or negligent action or inaction on the part of

such Party, which materially and adversely affects the ability of either Party to perform any of its obligations hereunder, including:

1. any Labor Action, other than a Labor Action by the employees of the Contractor or the County.
2. the failure of any appropriate federal, State, County, or local public agency or private utility having operational jurisdiction in the area in which the Facilities is located, to provide and maintain utilities, services, water, sewer or power transmission lines to the Facilities which are required for Facilities Operation;
3. a Change in Law other than Changes in Law excluded in item (2) below;
4. the suspension or interruption of Facilities Operations as a result of any release, spill, contamination, migration or presence of any Hazardous Waste, petroleum and petroleum products at the Facilities or the Sites;

but excluding, without limitation, the following unless caused by an Uncontrolled Circumstance listed above:

1. either Party's breach hereunder;
2. adverse changes in the financial condition of either Party or any Change in Law with respect to any taxes based on or measured by net income, or any unincorporated business, payroll, franchise or employment taxes;
3. the consequences of errors in Facilities Operation on the part of the Contractor, its employees, agents, subcontractor or affiliates, including errors in Plans and Specifications or in the Operations and Maintenance Manual that should reasonably have been identified by the Contractor, or failure to comply therewith;
4. the failure of the Contractor to secure patents, technical licenses, trademarks, and the like necessary for Facilities Operation;
5. the lack of fitness for use of any materials, equipment or parts constituting any portion of the Facilities or the failure to comply with the Plans and Specifications for the Facilities.

10.6.b. Performance Excused

Neither Party shall be in breach of its obligations hereunder in the event, and for so long as, it is impossible or extremely impracticable for it to perform such obligations due to an Uncontrollable Circumstance if such Party exerted Reasonable Business Efforts to prevent such Uncontrollable Circumstance.

Upon the occurrence of any Uncontrollable Circumstance the County shall continue to pay the Service Fee in accordance with ARTICLE 8 for a period of fourteen (14) days. The Contractor agrees to use its Reasonable Business Efforts during such period to reduce costs and expenses related to such Uncontrollable Circumstance, and the savings, if any, shall be paid by the Contractor to the County. If the Uncontrollable Circumstance continues for more than fourteen (14) days, beginning on the fifteenth (15th) day and continuing through the sixtieth (60th) day, the County can elect not to pay

the Service Fee, but to pay the Contractor's Direct Cost of operating the Facilities during the continuance of such Uncontrollable Circumstance.

Insurance proceeds from policies covering any Uncontrollable Circumstance act or event shall be used to mitigate any damages caused by insurable events.

10.6.c. Notice

The Party experiencing an Uncontrollable Circumstance and relying thereon shall give immediate Notice thereof to the other Party, including describing performance hereunder for which it seeks to be excused.

ARTICLE 11. ASSIGNMENT AND AMENDMENTS

11.1. Assignment

11.1.a. County Assignment

The County may assign this Agreement to any other Person upon consent of the Contractor, which shall not unreasonably be denied. Any such proposed assignee under this Section shall (i) have the legal authority and financial capacity sufficient to assume and perform all of the County's Obligations, and (ii) shall agree in writing to do so.

11.1.b. Contractor Assignment

The Contractor shall not assign its rights or delegate or otherwise transfer its obligations hereunder to any other Person without the prior consent of the County. Any such assignment made without the consent of the County shall be void. The Contractor shall submit its request for County consent to the County together with documentation and information concerning the financial capability and technical experience of the proposed assignee. Any such proposed assignee under this Section shall (i) have the legal authority sufficient to assume and perform all of Contractor's Obligations, and (ii) shall agree in writing to do so.

In making its determination to consent to the assignment the County may consider such items as the following:

1. audited financial statement for the immediately preceding three (3) operating years, indicating that the proposed assignee's financial status is sufficient to perform all Contractors' Obligations.
2. satisfactory proof that the proposed assignee has technical experience on a scale equal to or exceeding the scale of operations conducted by the Contractor;
3. satisfactory proof that in the last five (5) years, the proposed assignee has not suffered any citation or other censure from any federal, State or local agency having jurisdiction over its operations due to any significant failure to comply with state, federal or local law, which citation or censure has not been timely cured to the satisfaction of such agency, or is not now in the process of a cure; and if it has suffered any citation or other censure, that the assignee has provided the County with a complete list thereof;
4. any other information reasonably required by the County to ensure the proposed assignee can fulfill the terms hereof, including the payment of damages, in a timely, safe and effective manner.

The Contractor shall pay the County its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment.

11.2. Amendments

The Parties may change, modify, supplement or amend this Agreement only upon mutual written agreement duly authorized and executed by both Parties.

ARTICLE 12. OTHER PROVISIONS

12.1. Notices

All demands, orders, requests, Quotes, comments, acknowledgments, approvals, consents, certifications and other communications made hereunder shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or be deposited in the United States mail, first class postage prepaid (certified mail, return receipt requested), addressed as follows:

If to County:

Riverside County Waste Management Department
14310 Frederick St.
Moreno Valley, CA 92553
Attn: General Manager / Chief Engineer
Telephone: (951) 486-3200
Fax Telephone: (951) 486-3205

If to Contractor:

Name of contractor: PMI, a Division of AEG West, Inc.
Address: 4350 Transport St., Suite 101.
Ventura, CA 93003
Attn: Randal Chapman
Fax Telephone:
Telephone:(805) 692-8904

The address to which communications may be delivered may be changed from time to time by a Notice given in accordance with this Article. Any Notice of other communication hereunder shall be deemed given as of the date received, or, if earlier, as of the date upon which such Notice or communication is first sent by telex, facsimile transmission, or other means of instantaneous communication, and simultaneously confirmed by mail in the manner specified above.

12.2. Authorized Representatives

12.2.a. County

For purposes of this Agreement, the County's authorized representative shall be the General Manager/Chief Engineer Waste Management Department or his/her designee, who shall have the authority to make operational decisions and financial decisions in accordance with Applicable Law and County policy with respect to this Agreement which are binding on the County.

12.2.b. Contractor

For purposes of this Agreement, the Contractor's authorized representative shall be Randal Chapman, who shall have the authority to make decisions in accordance with Applicable Law and Contractor's articles of incorporation, bylaws and policy.

12.3. Conflicting Provisions

In case of conflict between the Contract Documents, the following order of precedence regarding contract documents shall be followed:

1. Professional Service Agreement
2. County of Riverside, Scope of Contractors Services (Exhibit A)
3. Request for Quote including Appendices and Attachments (WMARC-206)

12.4. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State.

ARTICLE 13. SEVERABILITY

If any Exhibit, Article, Section, subsection, clause, item or other provision hereof is ruled invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions hereof.

ARTICLE 14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. ~~This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions, including any term sheets and quotes presented by either Party or discussed between the Parties and their representative.~~

Exhibit B – Contractors Cost Proposal

Company

Site Location Gas-to-Energy Facility, Unit 1 Badlands Landfill		IC Engine Make Deutz MWM TBG 620	Kilowatts (gross) 1,212
Item #	Description	Price	
1	Routine Operations & Maintenance	\$ 0.0444	Per KWH
2	Intermediate Overhaul E5 (As described in Deutz MWM TBG 620 Maintenance Manual)	\$ 79,600	Each occurrence
3	Extended Intermediate Overhaul E6 (As described in Deutz MWM TBG 620 Maintenance Manual)	\$ 162,000	Each occurrence
4	Major Overhaul E-7 (As described in Deutz MWM TBG 620 Maintenance Manual)	\$ 262,000	Each occurrence

Item #	Description	*Hours
1	Length of time required to conduct Intermediate Overhaul E5, Unit 1	80 man hours
2	Length of time required to conduct Extended Intermediate Overhaul	150 man hours
3	Length of time required to conduct Major Overhaul E7, Unit 1	240 man hours

* The amount of hours to complete Overhauls E5, E6 & E7 shall be one of many factors used to determine the best quote.

Provide the cost below for response to emergencies during non-working hours when a contractor's employee or designee is required to respond to an emergency service call(s) caused by an action of the County, its vendors or its contractors as described in Attachment C, ARTICLE 8.1.a.iii): Off Duty Call-Outs. RCWMD considers working hours and days to be 7:00 AM to 4:30 PM Monday through Friday, except County Holidays.

Emergency Hours Rates

Item #	Description	Cost per Hour	Minimum Charge	
1	Weekday After Business Hours	\$ 135	No Minimum	hrs
2	Weekend Business Hours	\$ 135	No Minimum	hrs
3	Holiday Business Hours	\$ 180	No Minimum	hrs

CLARIFICATIONS, EXCEPTIONS & DEVIATIONS

1. All flare source testing is excluded.
2. Maintenance and servicing of gas systems up to the power generating facility is excluded.
3. Cost of condensate hauling and disposal is excluded.
4. All regulatory permit applications, renewals and fees are excluded.
5. E50, E60, & E70 parts price increases will be negotiated with the County prior to start of work.
6. E50, E60 & E70 overhaul costs include materials presented in Attachment E, Attachment F & Attachment G respectively. Additional material costs will be invoiced to the County on a time and material basis in accordance with PMI's Rate Sheet and Conditions as presented in Attachment H.
7. E30 & E40 services include the materials presented in Attachment D. Additional material costs will be invoiced to the County on a time and material basis in accordance with PMI's Rate Sheet and Conditions as presented in Attachment H.
8. Costs associated with a significant deviation from anticipated conditions will be invoiced to the County on a time and material basis in accordance with PMI's Rate Sheet and Conditions as presented in Attachment H. Estimates in this proposal are based on the following conditions:
 - a. Oil interval of 250-300 operating hours
 - b. Pre-filter and post-filter change interval of 90 - 180 days
 - c. Heat exchanger flush every 3 - 6 months
 - d. Servicing of switchgear every 2-3 years
 - e. Radiator core cleaning every 6 months
 - f. CEMS quarterly and annual OEM services
 - g. Oil analyses at 100 operating hour intervals
 - h. An annual cap of \$40,000 on spare parts expenditures
9. PMI believes that the "\$ per KWH" cost requirement will result in excessive expense to the County. Therefore, PMI has included an alternative pricing structure in Attachment A-1, which we believe will save the County 10% - 15% when compared to the "\$ per KWH" structure.

Exhibit C – SCAQMD title V Permit



South Coast Air Quality Management District



21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

July 21, 2011

Mr. Hans Kernkamp
Chief Engineer
Riverside County Waste Management Department
14310 Frederick Street
Moreno Valley, CA 92553

Subject: Riverside County Waste Management Department, Badlands Landfill
(Facility ID # 6979), Title V Facility Permit, Revision No. 2

11 AUG 11 11:29:57

Dear Mr. Kernkamp,

Enclosed please find the revised Title page, Table of Contents, Section D and Section H of your Title V Facility Permit. The revised sections reflect the approval of a De-Minimis Significant Permit Revision of the Title V permit. The South Coast Air Quality Management District (AQMD) issued a draft permit for Environmental Protection Agency (EPA) review on June 3, 2011, and no comments were received from the EPA. No Public Notice was required for the Revision.

The revision to Section D and Section H includes the revised permit as shown below:

SECTION D, PERMIT TO OPERATE

FACILITY WIDE CONDITION(S): A new condition is imposed to limit the total landfill gas flared at this facility.

SECTION H, PERMIT TO CONSTRUCT

Appl. No.	Equipment	Description
509914	Landfill Flare System	Replacing the Existing Landfill Flare (P/N G5699) with a new Flare

Please review the attached pages and then insert the enclosed sections in you Title V Facility Permit, and discard the earlier versions. If you have any questions concerning changes to your permit, or if you determine any administrative error, please contact Atul Kandhari (909) 396-2477, within 30 days of the receipt of your permit.

Sincerely,



Jay Chen, P.E.

Senior AQ Engineering Manager
Refinery and Waste Management Permitting

JC: CDT: AK

Attachments

cc: w/ enclosure
Gerardo Rios, EPA Region IX
Compliance
Title V Central File
Title V Application 509914 File

FACILITY PERMIT TO OPERATE

RIV CO., WASTE MGMT, BADLANDS LANDFILL
31125 IRONWOOD AVE
MORENO VALLEY, CA 92555

NOTICE

IN ACCORDANCE WITH RULE 206, THIS PERMIT TO OPERATE OR A COPY THEREOF MUST BE KEPT AT THE LOCATION FOR WHICH IT IS ISSUED.

THIS PERMIT DOES NOT AUTHORIZE THE EMISSION OF AIR CONTAMINANTS IN EXCESS OF THOSE ALLOWED BY DIVISION 26 OF THE HEALTH AND SAFETY CODE OF THE STATE OF CALIFORNIA OR THE RULES OF THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT. THIS PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO VIOLATE EXISTING LAWS, ORDINANCES, REGULATIONS OR STATUTES OF ANY OTHER FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCIES.

Barry R. Wallerstein, D. Env.
EXECUTIVE OFFICER

By 

fer
Mohsen Nazemi, P.E.
Deputy Executive Officer
Engineering & Compliance



**FACILITY PERMIT TO OPERATE
RIV CO., WASTE MGMT, BADLANDS LANDFILL**

TABLE OF CONTENTS

Section	Description	Revision #	Date Issued
A	Facility Information	0	09/09/2008
B	RECLAIM Annual Emission Allocation	0	09/09/2008
C	Facility Plot Plan	TO BE DEVELOPED	
D	Facility Description and Equipment Specific Conditions	2	07/21/2011
E	Administrative Conditions	0	09/09/2008
F	RECLAIM Monitoring and Source Testing Requirements	0	09/09/2008
G	Recordkeeping and Reporting Requirements for RECLAIM Sources	0	09/09/2008
H	Permit To Construct and Temporary Permit to Operate	1	07/21/2011
I	Compliance Plans & Schedules	0	09/09/2008
J	Air Toxics	0	09/09/2008
K	Title V Administration	0	09/09/2008
Appendix			
A	NOx and SOx Emitting Equipment Exempt From Written Permit Pursuant to Rule 219	0	09/09/2008
B	Rule Emission Limits	0	09/09/2008

**FACILITY PERMIT TO OPERATE
RIV CO., WASTE MGMT, BADLANDS LANDFILL**

**Facility Equipment and Requirements
(Section D)**

This section consists of a table listing all permitted equipment at the facility, facility wide requirements, all individual Permits to Operate issued to various equipment at the facility, and Rule 219-exempt equipment subject to source-specific requirements. Each permit and Rule 219-exempt equipment will list operating conditions including periodic monitoring requirements, and applicable emission limits and requirements that the equipment is subject to. Also included is the rule origin and authority of each emission limit and permit condition.

**FACILITY PERMIT TO OPERATE
RIV CO., WASTE MGMT, BADLANDS LANDFILL**

PERMITTED EQUIPMENT LIST

THE FOLLOWING IS A LIST OF ALL PERMITS TO OPERATE AT THIS FACILITY:

Application number	Permit number	Equipment description	Page
347763	F44516	LANDFILL GAS COLLECTION (>50 WELLS)	6
411687	F58662	LANDFILL CONDENSATE/LEACHATE/COLLECTION	11
444070	F80754	LFG CONTROL/RESOURCE RECOVERY	15
472872	G5699	LFG FLARING SYSTEM	19

NOTE: ANY OTHER APPLICATIONS THAT ARE STILL BEING PROCESSED AND HAVE NOT BEEN ISSUED PERMITS TO OPERATE WILL NOT BE FOUND IN THIS TITLE V PERMIT.

**FACILITY PERMIT TO OPERATE
RIV CO., WASTE MGMT, BADLANDS LANDFILL**

FACILITY WIDE CONDITION(S)

Condition(s):

1. EXCEPT FOR OPEN ABRASIVE BLASTING OPERATIONS, THE OPERATOR SHALL NOT DISCHARGE INTO THE ATMOSPHERE FROM ANY SINGLE SOURCE OF EMISSIONS WHATSOEVER ANY AIR CONTAMINANT FOR A PERIOD OR PERIODS AGGREGATING MORE THAN THREE MINUTES IN ANY ONE HOUR WHICH IS:
 - A. AS DARK OR DARKER IN SHADE AS THAT DESIGNATED NO. 1 ON THE RINGLEMANN CHART, AS PUBLISHED BY THE UNITED STATES BUREAU OF MINES; OR
 - B. OF SUCH OPACITY AS TO OBSCURE AN OBSERVER'S VIEW TO A DEGREE EQUAL TO OR GREATER THAN DOES SMOKE DESCRIBED IN SUBPARAGRAPH (A) OF THIS CONDITION. [RULE 401]
2. THE OPERATOR SHALL NOT USE FUEL OIL CONTAINING SULFUR COMPOUNDS IN EXCESS OF 0.05 PERCENT BY WEIGHT. [RULE 431.2]
3. THE OPERATOR SHALL NOT USE LANDFILL GAS CONTAINING SULFUR COMPOUNDS IN EXCESS OF 150 PPMV CALCULATED AS HYDROGEN SULFIDE AVERAGED DAILY. [RULE 431.1]
4. THE OWNER/OPERATOR OF A MSW LANDFILL SHALL COMPLY WITH THE FOLLOWING:
 - A. INSTALL AND OPERATE A WIND SPEED AND DIRECTION MONITORING SYSTEM WITH A CONTINUOUS RECORDER. FOR WIND SPEED, USE A 3 CUP ASSEMBLY WITH A RANGE OF 0 TO 50 MILES AN HOUR, WITH A THRESHOLD OF 0.75 MILE PER HOUR OR LESS. FOR WIND DIRECTION, USE A VANE WITH A RANGE OF 0 TO 540 DEGREES AZIMUTH, WITH A THRESHOLD OF PLUS-MINUS 2 DEGREES. AN APPROVED ALTERNATIVE MAY BE USED IN LIEU OF THE ABOVE. [RULE 1150.1]
 - B. MONITOR AND COLLECT MONTHLY, OR AS PER THE APPROVED 1150.1 ALTERNATIVE, SAMPLES FOR ANALYSIS OF TOC AND TAC FROM THE SUBSURFACE REFUSE BOUNDARY SAMPLING PROBES. [RULE 1150.1]
 - C. OPERATE THE COLLECTION SYSTEM TO PREVENT THE CONCENTRATION OF TOC MEASURED AS METHANE FROM EXCEEDING 5% BY VOLUME IN THE SUBSURFACE REFUSE BOUNDARY SAMPLING PROBES. [RULE 1150.1]
 - D. COLLECT MONTHLY, OR AS PER THE APPROVED 1150.1 ALTERNATIVE, INTEGRATED SAMPLES FOR ANALYSIS OF TOC AND TAC FROM THE LANDFILL SURFACE. [RULE 1150.1]



**FACILITY PERMIT TO OPERATE
RIV CO., WASTE MGMT, BADLANDS LANDFILL**

- E. OPERATE THE COLLECTION SYSTEM TO PREVENT THE CONCENTRATION OF TOC MEASURED AS METHANE FROM EXCEEDING 50 PPMV AS DETERMINED BY INTEGRATED SAMPLES TAKEN ON NUMBERED 50,000 SQUARE FOOT LANDFILL GRIDS [RULE 1150.1]
 - F. MONITOR QUARTERLY, OR AS PER THE APPROVED 1150.1 ALTERNATIVE, THE LANDFILL SURFACE FOR TOC. [RULE 1150.1]
 - G. OPERATE THE COLLECTION SYSTEM TO PREVENT THE CONCENTRATION OF TOC MEASURED AS METHANE FROM EXCEEDING 500 PPMV ABOVE BACKGROUND AS DETERMINED BY INSTANTANEOUS MONITORING AT ANY LOCATION ON THE LANDFILL, EXCEPT AT THE OUTLET OF ANY CONTROL DEVICE. [RULE 1150.1]
 - H. COLLECT MONTHLY, OR AS PER THE APPROVED 1150.1 ALTERNATIVE, LANDFILL GAS SAMPLES FOR ANALYSIS OF TOC AND TAC FROM THE MAIN GAS COLLECTION HEADER LINE ENTERING THE GAS TREATMENT AND/OR GAS CONTROL SYSTEM. [RULE 1150.1]
 - I. COLLECT MONTHLY, OR AS PER THE APPROVED 1150.1 ALTERNATIVE, AMBIENT AIR SAMPLES FOR ANALYSIS OF TOC AND TAC FROM THE LANDFILL PROPERTY BOUNDARY. [RULE 1150.1]
5. THE OWNER/OPERATOR OF A MSW LANDFILL SHALL COMPLY WITH THE FOLLOWING:
- A. OPERATE THE COLLECTION SYSTEM SUCH THAT THE GAS IS COLLECTED FROM EACH AREA, CELL OR GROUP OF CELLS OF THE LANDFILL IN WHICH THE INITIAL SOLID WASTE HAS BEEN IN PLACE FOR A PERIOD OF:
 - (1) 5 YEARS OR MORE IF ACTIVE; OR
 - (2) 2 YEARS OR MORE IF CLOSED OR AT FINAL GRADE
 - B. OPERATE THE COLLECTION SYSTEM WITH NEGATIVE PRESSURE AT EACH WELL-HEAD EXCEPT UNDER THE FOLLOWING CONDITIONS:
 - (1) DURING A FIRE OR INCREASED WELL TEMPERATURE – THE OWNER/OPERATOR SHALL RECORD THE INSTANCES WHEN POSITIVE PRESSURE OCCURS IN EFFORTS TO PREVENT A FIRE. THIS REPORT SHALL BE SUBMITTED WITH THE ANNUAL REPORTS AS PROVIDED IN §60.757(f)(1).
 - (2) WHENEVER A GEOMEMBRANE OR SYNTHETIC COVER IS IN PLACE- THE OWNER/OPERATOR SHALL DEVELOP ACCEPTABLE PRESSURE LIMITS IN THE DESIGN PLAN.
 - (3) WHEN A WELL IS DECOMMISSIONED – A WELL MAY EXPERIENCE A STATIC POSITIVE PRESSURE AFTER SHUT DOWN TO ACCOMMODATE FOR DECLINING FLOWS.

**FACILITY PERMIT TO OPERATE
RIV CO., WASTE MGMT, BADLANDS LANDFILL**

- C. OPERATE EACH INTERIOR WELLHEAD IN THE COLLECTION SYSTEM WITH A LANDFILL GAS TEMPERATURE LESS THAN 55 DEGREES C AND WITH EITHER A NITROGEN LEVEL LESS THAN 20% OR AN OXYGEN LEVEL LESS THAN 5% AS DETERMINED BY METHODS DESCRIBED IN §60.753(c).
- D. OPERATE THE COLLECTION SYSTEM SO THAT THE METHANE CONCENTRATION IS LESS THAN 500 PPM ABOVE BACKGROUND AT THE SURFACE OF THE LANDFILL AS DETERMINED IN ACCORDANCE WITH MONITORING PROCEDURES SPECIFIED IN §60.753 AND 60.754.
- E. OPERATE THE COLLECTION SYSTEM SUCH THAT ALL COLLECTED GASES ARE VENTED TO A CONTROL SYSTEM DESIGNED AND OPERATED IN COMPLIANCE WITH §60.752(b)(2)(iii).
- F. OPERATE THE COLLECTION AND CONTROL SYSTEM IN COMPLIANCE WITH TEST METHODS AND PROCEDURES OF §60.754
- G. OPERATE THE COLLECTION AND CONTROL SYSTEM IN COMPLIANCE WITH COMPLIANCE PROVISIONS OF §60.755
- H. OPERATE THE COLLECTION AND CONTROL SYSTEM IN COMPLIANCE WITH MONITORING PROCEDURES OF §60.756
- I. OPERATE THE COLLECTION AND CONTROL SYSTEM IN COMPLIANCE WITH REPORTING REQUIREMENTS OF §60.757
- J. OPERATE THE COLLECTION AND CONTROL SYSTEM IN COMPLIANCE WITH RECORD KEEPING REQUIREMENTS OF §60.758

[GASEOUS EMISSIONS: 40CFR60 SUBPART WWW]

- 6. THIS FACILITY IS SUBJECT TO THE APPLICABLE REQUIREMENTS OF THE FOLLOWING RULES AND REGULATIONS:

GASEOUS EMISSIONS: 1150.1
GASEOUS EMISSIONS: 40CFR60 SUBPART WWW
GASEOUS EMISSIONS: 40CFR63 SUBPART AAAA

- 7. TOTAL LANDFILL GAS (LFG) FLARED AT THIS FACILITY SHALL NOT EXCEED 2000 SCFM. OPEARTOR SHALL MAINTAIN RECORDS OF THE AMOUNT OF LFG FLARED AT THIS FACILITY.

[RULE 1303(B)(1) AND 1303(B)(2) – MODELING AND OFFSETS, RULE 212 AND RULE 1714]



FACILITY PERMIT TO OPERATE
RIV CO., WASTE MGMT, BADLANDS LANDFILL

PERMIT TO OPERATE

Permit No. F44516
A/N 347763

Equipment Description:

LANDFILL GAS COLLECTION SYSTEM CONSISTING OF:

PHASE I: (YEAR 2000 START)

1. TWENTY SEVEN (27) VERTICAL GAS EXTRACTION WELLS, RANGING FROM 15 TO 120 FEET DEEP, 3"- 4" DIA., PERFORATED PVC OR HDPE.
2. FIVE (5) HORIZONTAL GAS EXTRACTION WELLS, 6" – 8" DIA., PERFORATED PVC OR HDPE.
3. LATERALS AND HEADERS, 8"-10" DIA., HDPE, CONNECTING THE VERTICAL AND HORIZONTAL WELLS TO A GAS TREATMENT FACILITY.

PHASE II: (YEAR 2003 ESTIMATED START)

4. SIXTY (60) VERTICAL GAS EXTRACTION WELLS, RANGING FROM 15 TO 120 FEET DEEP, 3"- 4" DIA., PERFORATED PVC OR HDPE.
5. EIGHTEEN (18) HORIZONTAL GAS EXTRACTION WELLS, 6" – 8" DIA., PERFORATED PVC OR HDPE.
6. LATERALS AND HEADERS, 8"-10" DIA., HDPE, CONNECTING THE VERTICAL AND HORIZONTAL WELLS TO A GAS TREATMENT FACILITY.

PHASE III: (YEAR 2006 ESTIMATED START)

7. FIFTY FIVE (55) VERTICAL GAS EXTRACTION WELLS, RANGING FROM 15 TO 120 FEET DEEP, 3"- 4" DIA., PERFORATED PVC OR HDPE.
8. TWENTY (20) HORIZONTAL GAS EXTRACTION WELLS, 6" – 8" DIA., PERFORATED PVC OR HDPE.
9. LATERALS AND HEADERS, 8"-10" DIA., HDPE, CONNECTING THE VERTICAL AND HORIZONTAL WELLS TO A GAS TREATMENT FACILITY.

Conditions:

1. OPERATION OF THIS EQUIPMENT SHALL BE CONDUCTED IN ACCORDANCE WITH ALL DATA AND SPECIFICATIONS SUBMITTED WITH THE APPLICATION UNDER WHICH THIS PERMIT IS ISSUED, UNLESS OTHERWISE NOTED BELOW.
[RULE 204]

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2. THIS EQUIPMENT SHALL BE PROPERLY MAINTAINED AND KEPT IN GOOD OPERATING CONDITION AT ALL TIMES.
[RULE 204]
3. THIS EQUIPMENT SHALL BE OPERATED AND MAINTAINED BY PERSONNEL PROPERLY TRAINED IN ITS OPERATION.
[RULE 204]
4. ALL GASES COLLECTED BY THIS SYSTEM SHALL BE VENTED TO A GAS PROCESSING SYSTEM WHICH IS IN FULL USE, CAN ADEQUATELY PROCESS THE VOLUME OF GAS COLLECTED, AND HAS BEEN ISSUED A VALID PERMIT TO CONSTRUCT OR OPERATE BY THE AQMD.
[RULE 1150.1, 1303(a)(1)-BACT]
5. PRIOR TO CONNECTING ANY VAPOR EXTRACTION LINE TO THE COLLECTION SYSTEM, EACH PIPING LINE SHALL BE SEALED AT BOTH ENDS TO PREVENT LANDFILL GAS FROM ESCAPING FROM THE LINE INTO THE ATMOSPHERE.
[RULE 1150, 1150.1]
6. DURING VERTICAL WELL DRILLING, AN APPROVED EMISSION CONTROL BOX SHALL BE PLACED OVER THE WELL HOLE TO COLLECT LANDFILL GAS. THE COLLECTED GAS SHALL EITHER BE DIRECTED TO AN OPERATING FLARE SYSTEM WHICH HAS A VALID PERMIT ISSUED BY THE AQMD OR VENTED TO A CARBON ADSORPTION UNIT WHICH HAS SUFFICIENT CAPACITY TO REMOVE ODORS WHEN THERE IS NO OPERATIONAL GAS COLLECTION/FLARING SYSTEM AVAILABLE NEARBY.
[RULE 1150.1, 1303(a)(1)-BACT]
7. EACH VERTICAL AND/OR HORIZONTAL WELL HEAD SHALL BE EQUIPPED WITH A SHUT-OFF VALVE AND A SAMPLING PORT.
[RULE 1150.1, 1303(a)(1)-BACT]
8. UNTIL CONNECTED TO AN OPERATING LANDFILL GAS COLLECTION SYSTEM, EACH COMPLETED WELL SHALL BE CAPPED AND ITS GAS CONTROL VALVE CLOSED TO AVOID VENTING LANDFILL GAS TO THE ATMOSPHERE.
[RULE 1150.1, 1303(a)(1)-BACT]
9. EACH WELL SHALL BE SECURELY SEALED TO PREVENT ANY EMISSIONS OF LANDFILL GAS FROM AROUND THE WELL CASING.
[RULE 1150, 1150.1]
10. AS-BUILT DRAWINGS SHOWING THE TRENCH LOCATIONS, VERTICAL WELL LOCATIONS, AND LINE SIZES SHALL BE PROVIDED TO THE AQMD WITHIN 30 DAYS AFTER CONSTRUCTION IS COMPLETED.
[RULE 1150.1]
11. THE AQMD SHALL BE NOTIFIED IN WRITING WHEN WORK ON THIS SYSTEM COMMENCES AND WHEN IT IS COMPLETED. SUCH NOTIFICATION SHALL OCCUR AT LEAST TWO DAYS PRIOR TO THE COMMENCEMENT AND WITHIN FIVE DAYS AFTER THE COMPLETION OF THE WORK.
[RULE 1150.1]



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12. WELL DRILLING, DRIVING, AND/OR TRENCHING SHALL NOT BE CONDUCTED BETWEEN THE HOURS OF 5 P.M. AND 7 A.M. OR ON SATURDAYS, SUNDAYS OR LEGAL HOLIDAYS, UNLESS OTHERWISE APPROVED BY THE AQMD.
[RULE 402, 1150]
13. WELL DRILLING, DRIVING, AND/OR TRENCHING SHALL NOT BE CONDUCTED ON DAYS WHEN THE AQMD FORECASTS FIRST, SECOND OR THIRD STAGE EPISODES FOR AREA NO. 23, OR WHEN THE AQMD REQUIRES COMPANIES IN AREA NO. 23 TO IMPLEMENT THEIR FIRST, SECOND OR THIRD STAGE EPISODE PLANS. EPISODE FORECASTS FOR THE FOLLOWING DAY CAN BE OBTAINED BY CALLING (800)242-4666.
[RULE 402, 1150]
14. WELL DRILLING, DRIVING, AND/OR TRENCHING SHALL NOT BE CONDUCTED ON DAYS WHEN THE WIND SPEED IS GREATER THAN 15 M.P.H. AVERAGE (OVER 15 MINUTES) OR THE WIND SPEED INSTANTANEOUSLY EXCEEDS 25 M.P.H.
[RULE 402, 1150]
15. DURING WELL DRILLING, DRIVING, AND/OR TRENCHING, ALL WORKING AREAS, EXCAVATED MATERIAL, AND UNPAVED ROADWAYS SHALL BE MAINTAINED IN A MOIST CONDITION TO MINIMIZE DUST AND EMISSIONS.
[RULE 402, 1150]
16. DURING WELL DRILLING, DRIVING, AND/OR TRENCHING, IF A CONSIDERABLE NUMBER OF COMPLAINTS ARE RECEIVED, ALL WORK SHALL CEASE AND APPROVED MITIGATION MEASURES SHALL BE IMPLEMENTED IMMEDIATELY. WORK SHALL NOT RESUME UNTIL THE EMISSIONS CAUSING THE COMPLAINTS ARE MITIGATED AND THE APPROVAL TO RESUME WORK IS RECEIVED FROM THE AQMD.
[RULE 402, 1150]
17. WELL HOLES, TRENCHES AND EXPOSED LANDFILL TRASH SHALL BE COMPLETELY COVERED TO PREVENT ANY EMISSION OF LANDFILL GAS TO THE ATMOSPHERE WHENEVER WORK IS NOT ACTIVELY IN PROGRESS. THE COVER SHALL INCLUDE, BUT MAY NOT BE LIMITED TO, A MINIMUM OF 6 INCHES OF CLEAN DIRT, APPROVED FOAM, OR HEAVY-DUTY PLASTIC SHEETING. FOAM BY ITSELF SHALL NOT BE USED AS A NIGHT COVER IF IT IS RAINING OR RAIN IS PREDICTED BY THE NATIONAL WEATHER SERVICE PRIOR TO THE NEXT SCHEDULED WORKING DAY.
[RULE 402, 1150]
18. EACH WELL SHALL BE COMPLETED AND CAPPED THE SAME DAY ITS CONSTRUCTION COMMENCES UNLESS THE WELL HOLE IS COMPLETELY SEALED AND THE WELL CASING IS CONNECTED TO THE OPERATING GAS COLLECTION HEADER TO PREVENT ANY LANDFILL GAS FROM ESCAPING INTO THE ATMOSPHERE.
[RULE 402, 1150]
19. NO MORE THAN 100 LINEAR FEET OF TRENCH, WHICH EXPOSES LANDFILL TRASH TO THE ATMOSPHERE, SHALL BE OPEN AT ANY TIME PRIOR TO BACKFILLING, UNLESS OTHERWISE NOTED BELOW.
[RULE 402, 1150]

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20. EXCAVATED REFUSE MAY BE PLACED ALONG THE TRENCH EDGE UPON REMOVAL FROM THE TRENCH. ALL EXCAVATED REFUSE SHALL BE TRANSFERRED TO THE WORKING FACE WITHIN ONE HOUR OF REMOVAL FROM THE TRENCH, UNLESS OTHERWISE NOTED BELOW.
[RULE 402, 1150]
21. IF A DISTINCT ODOR LEVEL (LEVEL III OR GREATER) RESULTING FROM THE CONSTRUCTION IS DETECTED AT OR BEYOND THE PROPERTY LINE, ALL WORK SHALL CEASE UNTIL THE ODOR SOURCES ARE DETERMINED AND ELIMINATED. ODOR LEVELS SHALL BE DETERMINED BY AQMD PERSONNEL OR ON-SITE SAFETY COORDINATOR IN THE ABSENCE OF AQMD PERSONNEL.
[RULE 402, 1150]
22. FOR PURPOSES OF THIS PERMIT, CONSTRUCTION SPOILS ARE LANDFILL TRASH, MATERIAL THAT IS MIXED WITH LANDFILL TRASH, MATERIAL THAT HAS BEEN IN CONTACT WITH LANDFILL TRASH, OR ODOROUS MATERIAL THAT IS REMOVED FROM WELL HOLES OR TRENCHES.
[RULE 1150]
23. ALL CONSTRUCTION SPOILS SHALL BE TRANSPORTED TO THE ACTIVE WORKING FACE OF THE LANDFILL WITHIN ONE HOUR OF GENERATION OR AS DEEMED NECESSARY BY THE DISTRICT PERSONNEL. IF THE LANDFILL IS CLOSED AND THE WORKING FACE IS UNAVAILABLE, ALL CONSTRUCTION SPOILS SHALL BE DEPOSITED DIRECTLY INTO THE TRUCK OR TRAILER BED WHICH WILL HAUL IT OFF SITE FOR DISPOSAL AT THE END OF EACH WORKING DAY. THE TRUCK BEDS OR TRAILERS HAULING THE CONSTRUCTION SPOILS SHALL BE COMPLETELY COVERED WITH AN IMPERMEABLE COVER WITH SUCH COVERS TIED DOWN. ALL SEAMS SHALL BE SEALED TO PREVENT ANY MATERIAL FROM ESCAPING DURING TRANSPORT.
[RULE 402, 1150]
24. DURING TRANSPORT OF THE CONSTRUCTION SPOILS, NO MATERIAL SHALL EXTEND ABOVE THE SIDES OR REAR OF THE VEHICLE HAULING THE MATERIAL.
[RULE 402, 1150]
25. THE EXTERIOR OF THE VEHICLE (INCLUDING THE TIRES) HAULING THE CONSTRUCTION SPOILS SHALL BE CLEANED OFF PRIOR TO LEAVING THE WORKING SITE.
[RULE 402, 1150]
26. ALL CONDENSATE SHALL BE DISPOSED OF PROPERLY.
[RULE 402, 1150]
27. ALL OPENINGS OF THE GAS COLLECTION SYSTEM SHALL BE PROPERLY SEALED TO PREVENT ESCAPE OF GAS INTO THE ATMOSPHERE.
[RULE 402, 1150]
28. MITIGATION MEASURES, OTHER THAN THOSE INDICATED IN THESE CONDITIONS, WHICH ARE DEEMED APPROPRIATE BY AQMD PERSONNEL AS NECESSARY TO PROTECT THE COMFORT, REPOSE, HEALTH OR SAFETY OF THE PUBLIC SHALL BE IMPLEMENTED UPON REQUEST.
[RULE 1150.1]



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29. WITHIN 30 DAYS AFTER CONSTRUCTION OF A WELL OR A SET OF WELLS AND THEIR ASSOCIATED PIPING IS COMPLETE, AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE AQMD.
[RULE 1150.1]
30. ALL RECORDS SHALL BE KEPT FOR AT LEAST TWO YEARS IN A FORM APPROVED BY THE AQMD AND MADE AVAILABLE UPON REQUEST.
[RULE 1150.1]
31. THE OPERATION OF THIS EQUIPMENT SHALL NOT RESULT IN THE RELEASE OF ANY RAW LANDFILL GAS OR CONDENSATE INTO THE ATMOSPHERE.
[RULE 402, 1150]
32. THE AQMD SHALL BE NOTIFIED IN WRITING AT LEAST ONE (1) WEEK IN ADVANCE WHEN AN ADDITIONAL WELL OR SET OF WELLS AND THEIR ASSOCIATED PIPING WILL BE INSTALLED. THE PROPOSED WELL LOCATIONS AND CONNECTING PIPING SHALL BE IDENTIFIED ON A DRAWING WHICH SHOW THE ENTIRE GAS COLLECTION SYSTEM, AND DESCRIBED. ESTIMATED GAS COLLECTION VOLUME, WELL DEPTHS, PIPE LENGTHS, DIAMETERS AND LAYOUTS SHALL BE SUPPLIED TO THE AQMD IN THIS ADVANCE NOTIFICATION.
[RULE 1150.1]

Emissions and Requirements:

33. THIS EQUIPMENT IS SUBJECT TO THE APPLICABLE REQUIREMENTS OF THE FOLLOWING RULES AND REGULATIONS:

GASEOUS EMISSIONS: RULE 1150.1

**FACILITY PERMIT TO OPERATE
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PERMIT TO OPERATE

**Permit No. F58662
A/N 411687**

Equipment Description:

LANDFILL CONDENSATE/LEACHATE COLLECTION AND STORAGE SYSTEM CONSISTING OF:

1. THREE (3) LEACHATE STORAGE TANKS, POLYETHYLENE, 10,500 GALLON CAPACITY, WITH SECONDARY CONTAINMENT, EACH VENTED TO A COMMON 55 GALLON CARBON CANISTER.
2. ONE (1) CONDENSATE STORAGE TANK, HDPE, 10,500 GALLON CAPACITY, WITH SECONDARY CONTAINMENT, LOCATED AT THE SOUTH SIDE OF THE LANDFILL TO COLLECT CONDENSATE FROM THE ENTIRE GAS COLLECTION SYSTEM, VENTED TO A CARBON CANISTER.
3. ONE (1) CONDENSATE STORAGE TANK, HDPE, 3,800 GALLON CAPACITY, WITH SECONDARY CONTAINMENT, LOCATED AT THE NORTHWEST SIDE OF THE LANDFILL NEXT TO THE FLARE/GAS-TO-ENERGY PLANT, TO COLLECT CONDENSATE GENERATED FROM THE FLARE/GAS-TO-ENERGY PLANT, VENTED TO A CARBON CANISTER.
4. ONE (1) CONDENSATE/LEACHATE RECIRCULATION TANK, FIBERGLASS, 5,000 GALLON CAPACITY, WITH SECONDARY CONTAINMENT, LOCATED AT THE NORTH SIDE OF THE LANDFILL TO RECIRCULATE CONDENSATE/LEACHATE BACK INTO THE LINED LANDFILL, VENTED TO A CARBON CANISTER.
5. TEMPORARY LEACHATE TANKS, EACH VENTED TO INDIVIDUAL CARBON CANISTERS, AS NEEDED DURING WET WINTER SITUATIONS.
6. TEMPORARY LEACHATE TANK, 1000 GALLON CAPACITY, DOUBLE WALLED, FOR USE DURING CONSTRUCTION OF EXPANSION PROJECT.
7. ASSOCIATED PIPING, COLLECTING AND TRANSPORTING CONDENSATE/LEACHATE.

Conditions:

1. OPERATION OF THIS EQUIPMENT SHALL BE CONDUCTED IN ACCORDANCE WITH ALL DATA AND SPECIFICATIONS SUBMITTED WITH THE APPLICATION UNDER WHICH THIS PERMIT IS ISSUED UNLESS OTHERWISE NOTED BELOW.
[RULE 204]
2. THIS EQUIPMENT SHALL BE PROPERLY MAINTAINED AND KEPT IN GOOD OPERATING CONDITION AT ALL TIMES.
[RULE 204]



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3. THIS EQUIPMENT SHALL BE OPERATED BY PERSONNEL PROPERLY TRAINED IN ITS OPERATION.
[RULE 204]
4. CONSTRUCTION SHALL NOT BE CONDUCTED ON DAYS WHEN THE SCAQMD FORECASTS FIRST, SECOND OR THIRD STAGE EPISODES FOR AREA NO. 23, OR WHEN THE SCAQMD REQUIRES COMPANIES IN AREA NO. 23 TO IMPLEMENT THEIR FIRST, SECOND OR THIRD STAGE EPISODE PLANS. EPISODE FORECASTS FOR THE FOLLOWING DAY CAN BE OBTAINED BY CALLING (800)242-4666.
[RULE 402, 1150]
5. CONSTRUCTION SHALL NOT BE CONDUCTED BETWEEN THE HOURS OF 5 P.M. AND 7 A.M. ON WEEKDAYS AND DURING ALL HOURS ON SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS UNLESS OTHERWISE APPROVED BY THE SCAQMD.
[RULE 402, 1150]
6. CONSTRUCTION SHALL NOT BE CONDUCTED WHEN THE WIND SPEED IS GREATER THAN 15 M.P.H. AVERAGE (OVER 15 MINUTES) OR THE INSTANTANEOUS WIND SPEED EXCEEDS 25 M.P.H.
[RULE 402, 1150]
7. THE CONSTRUCTION OF ANY PIPING OR WELL TRENCH WHICH EXPOSES LANDFILL TRASH TO THE ATMOSPHERE SHALL BE STAGED SUCH THAT NO MORE THAN ONE HUNDRED (100) LINEAR FEET OF TRENCH IS EXPOSED AT ANY TIME PRIOR TO BACKFILLING.
[RULE 402, 1150]
8. TRENCHES AND EXPOSED LANDFILL TRASH SHALL BE COMPLETELY COVERED TO PREVENT EMISSIONS OF LANDFILL GAS TO THE ATMOSPHERE WHENEVER WORK IS NOT ACTIVELY IN PROGRESS. THE COVER SHALL INCLUDE, BUT MAY NOT BE LIMITED TO, A MINIMUM OF 6 INCHES OF CLEAN DIRT, APPROVED FOAM, OR HEAVY-DUTY PLASTIC SHEETING. FOAM BY ITSELF SHALL NOT BE USED AS A NIGHT COVER IF IT IS RAINING OR WHEN RAIN IS PREDICTED BY THE NATIONAL WEATHER SERVICE PRIOR TO THE NEXT SCHEDULED WORKING DAY.
[RULE 402, 1150]
9. FOR THE PURPOSES OF THIS PERMIT, CONSTRUCTION SPOILS ARE LANDFILL TRASH, MATERIAL THAT IS MIXED WITH LANDFILL TRASH, MATERIAL THAT HAS BEEN IN CONTACT WITH LANDFILL TRASH, OR ODOROUS MATERIAL THAT IS REMOVED FROM WELL HOLES OR TRENCHES.
[RULE 1150]
10. CONSTRUCTION SPOILS AND ALL WORKING AREAS BEING ACTIVELY USED FOR TRUCK AND CONSTRUCTION EQUIPMENT TRAFFICKING SHALL BE MAINTAINED IN A MOIST CONDITION TO MINIMIZE DUST AND EMISSIONS.
[RULE 402, 1150]

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11. CONSTRUCTION SPOILS SHALL NOT BE STOCKPILED ON SITE. ALL CONSTRUCTION SPOILS SHALL BE DEPOSITED DIRECTLY INTO THE TRUCK OR TRAILER BED WHICH WILL HAUL IT OFF SITE FOR DISPOSAL. THE TRUCK BEDS OR TRAILERS HAULING THE CONSTRUCTION SPOILS SHALL BE COMPLETELY COVERED WITH AN IMPERMEABLE COVER WITH SUCH COVERS TIED DOWN. ALL SEAMS SHALL BE SEALED TO PREVENT ANY MATERIAL FROM ESCAPING DURING TRANSPORT.
[RULE 402, 1150]
12. DURING TRANSPORT OF THE CONSTRUCTION SPOILS, NO MATERIAL SHALL EXTEND ABOVE THE SIDES OR REAR OF THE VEHICLE HAULING THE MATERIAL.
[RULE 402, 1150]
13. THE EXTERIOR OF THE VEHICLE (INCLUDING THE TIRES) HAULING THE CONSTRUCTION SPOILS SHALL BE CLEANED OFF PRIOR TO LEAVING THE WORKING SITE.
[RULE 402, 1150]
14. IF A DISTINCT ODOR LEVEL (LEVEL III OR GREATER) RESULTING FROM THE CONSTRUCTION IS DETECTED AT OR BEYOND THE PROPERTY LINE, ALL WORK SHALL CEASE UNTIL THE ODOR SOURCES ARE DETERMINED AND ELIMINATED. ODOR LEVELS SHALL BE DETERMINED BY SCAQMD PERSONNEL OR ON-SITE SAFETY COORDINATOR IN THE ABSENCE OF SCAQMD PERSONNEL.
[RULE 402, 1150]
15. DURING CONSTRUCTION, IF A CONSIDERABLE NUMBER OF COMPLAINTS ARE RECEIVED, ALL WORK SHALL CEASE AND APPROVED MITIGATION MEASURES SHALL BE IMPLEMENTED IMMEDIATELY. WORK SHALL NOT RESUME UNTIL THE EMISSIONS CAUSING THE COMPLAINTS ARE MITIGATED AND THE APPROVAL TO RESUME WORK IS GRANTED BY THE SCAQMD.
[RULE 402, 1150]
16. MITIGATION MEASURES, OTHER THAN THOSE INDICATED IN THESE CONDITIONS, WHICH ARE DEEMED APPROPRIATE BY SCAQMD PERSONNEL AS NECESSARY TO PROTECT THE COMFORT, REPOSE, HEALTH OR SAFETY OF THE PUBLIC SHALL BE IMPLEMENTED UPON REQUEST.
[RULE 1150.1]
17. THE SCAQMD SHALL BE NOTIFIED IN WRITING WHEN WORK ON THIS SYSTEM COMMENCES AND WHEN IT IS COMPLETED. SUCH NOTIFICATION SHALL OCCUR AT LEAST TWO DAYS PRIOR TO THE COMMENCEMENT AND WITHIN FIVE DAYS AFTER THE COMPLETION OF THE WORK.
[RULE 1150.1]
18. ALL CONDENSATE/LEACHATE COLLECTED SHALL BE DISPOSED OF AND/OR TREATED PROPERLY.
[RULE 402, 1150]
19. EMISSIONS FROM THE OUTLETS OF ANY CARBON CANISTER SHALL NOT EXCEED 50 PPM TOTAL ORGANIC COMPOUNDS MEASURED AS METHANE.
[RULE 402]



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20. ALL CONNECTIONS, VALVES AND OPENINGS SHALL BE PROPERLY SEALED OR CLOSED SO AS TO PREVENT RAW LANDFILL GAS AND/OR CONDENSATE/LEACHATE VAPORS FROM ENTERING INTO THE ATMOSPHERE.
[RULE 402, 1150]

21. ALL RECORDS REQUIRED TO VERIFY COMPLIANCE WITH THE CONDITIONS OF THIS PERMIT SHALL BE KEPT FOR A PERIOD OF AT LEAST TWO YEARS AND SHALL BE MADE AVAILABLE TO SCAQMD PERSONNEL UPON REQUEST.
[RULE 1150.1]

**FACILITY PERMIT TO OPERATE
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PERMIT TO OPERATE

**Permit No. F80754
A/N 444070**

Equipment Description:

LANDFILL GAS CONTROL AND RESOURCE RECOVERY SYSTEM CONSISTING OF:

1. WET SCRUBBER LIQUID SEPARATOR
2. 6.0 MICRON COALESCING FILTER
3. ELECTRIC VAPORIZATION CHILLER, CARRIER, AQUASAP. 22 TONS, ELECTRICALLY POWERED
4. 0.3 MICRON COALESCING FILTER
5. INTERNAL COMBUSTION ENGINE, NO. 1, DEUTZ, MODEL NO. TBG 620 V16K, SERIAL NO. 2202953, 1777 H.P., PARK IGNITION, FOUR STROKE, LEAN BURN, TURBOCHARGED, INTERCOOLED, LANDFILL GAS FIRED, DRIVING A 1.3 MW ELECTRICAL GENERATOR.

Conditions:

1. OPERATION OF THIS EQUIPMENT SHALL BE CONDUCTED IN ACCORDANCE WITH ALL DATA AND SPECIFICATIONS SUBMITTED WITH THE APPLICATION UNDER WHICH THIS PERMIT IS ISSUED UNLESS OTHERWISE NOTED BELOW.
[RULE 204]
2. THIS EQUIPMENT SHALL BE PROPERLY MAINTAINED AND KEPT IN GOOD OPERATING CONDITION AT ALL TIMES.
[RULE 204]
3. THE OPERATION OF THIS EQUIPMENT SHALL NOT RESULT IN THE RELEASE OF RAW LANDFILL GAS INTO THE ATMOSPHERE. ANY BREAKDOWN OR MALFUNCTION WHICH RESULTS IN EMISSIONS OF RAW LANDFILL GAS SHALL BE REPORTED TO THE SCAQMD MANAGER OF TOXICS AND WASTE MANAGEMENT BRANCH WITHIN ONE HOUR OF OCCURRENCE, AND IMMEDIATE REMEDIAL MEASURES SHALL BE UNDERTAKEN TO CORRECT THE PROBLEM AND PREVENT FURTHER EMISSIONS INTO THE ATMOSPHERE.
[RULE 430]
4. A FLOW INDICATING AND RECORDING DEVICE SHALL BE INSTALLED TO MEASURE AND RECORD THE TOTAL VOLUMETRIC FLOW RATE (IN SCFM) OF LANDFILL GAS TO THIS ENGINE.
[RULE 1303(b)(2)-OFFSET]



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5. THE EMISSIONS FROM THE ENGINE SHALL NOT EXCEED ANY OF THE FOLLOWING LIMITS:

CONTAMINANT	LBS/DAY
NOX	51
CO	235
ROG	22
PM10	5

[RULE 1303(b)(2)-OFFSET]

6. A SAMPLING PORT SHALL BE MAINTAINED AT THE INLET GAS LINE TO THE ENGINE TO ALLOW THE COLLECTION OF A LANDFILL GAS SAMPLE.

[RULE 217, 431.1, 1150.1]

7. TWO SAMPLING PORTS SHALL BE INSTALLED AND MAINTAINED IN THE ENGINE EXHAUST 8 TO 10 DUCT DIAMETERS DOWNSTREAM AND TWO DUCT DIAMETERS UPSTREAM OF ANY FLOW DISTURBANCE, AT 90 DEGREES APART, AND SHALL CONSIST OF TWO WELDED NIPPLES WITH CAPS AT LEAST 3 INCHES IN INSIDE DIAMETER. AN EQUIVALENT METHOD FOR EMISSIONS SAMPLING MAY BE USED UPON APPROVAL OF THE AQMD. ADEQUATE AND SAFE ACCESS TO THE TEST PORTS SHALL BE PROVIDED.

[RULE 217]

8. AQMD CERTIFIED CONTINUOUS EMISSION MONITORING SYSTEM (CEMS) SHALL BE INSTALLED AND OPERATED TO MEASURE AND RECORD THE ENGINE EXHAUST STACK CONCENTRATION FOR NOX AND O₂ ON A DRY BASIS. IN ADDITION, THE SYSTEM SHALL CONVERT THE ACTUAL NOX CONCENTRATION TO A CORRECTED NOX CONCENTRATION AT 15% O₂. THIS MONITORING SYSTEM SHALL COMPLY WITH THE REQUIREMENTS OF AQMD RULE 218.

[RULE 218]

9. THIS ENGINE SHALL COMPLY WITH RULE 1110.2.

[RULE 1110.2]

10. THE TOTAL HEATING VALUE OF LANDFILL GAS BURNED IN THIS ENGINE SHALL NOT EXCEED 16.19 MILLION BTU PER HOUR. A LOG SHALL BE KEPT INDICATING THE TOTAL HEATING VALUE OF GAS BURNED IN THIS ENGINE BASED ON THE RECORDED FLOW RATE (SCFM) AND THE LATEST WEEKLY BTU CONTENT READING.

[RULE 1303(b)(2)-OFFSET]

11. WEEKLY READINGS OF THE BTU CONTENT OF THE LANDFILL GAS AT THE INLET TO THE ENGINE SHALL BE TAKEN USING AN INSTRUMENT APPROVED BY THE AQMD. ALL RESULTS SHALL BE RECORDED.

[RULE 1303(b)(2)-OFFSET]

12. THIS ENGINE SHALL NOT BE OPERATED WITHOUT A 100% CAPACITY BACKUP LANDFILL GAS COMBUSTION DEVICE OR A CARBON ADSORPTION SYSTEM INSTALLED WHICH HAS BEEN ISSUED A VALID AQMD PERMIT.

[RULE 1303(a)(1)-BACT]

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13. THIS ENGINE SHALL NOT BE OPERATED IN SUCH A MANNER AS TO UNREASONABLY INTERFERE WITH THE ABILITY OF THE LANDFILL OPERATOR/OWNER TO COMPLY WITH AQMD RULE 1150.1 OR ANY OTHER DISTRICT, STATE OR FEDERAL RULE LIMITING LANDFILL GAS MIGRATION OR SURFACE EMISSIONS.
[RULE 1150.1]
14. ALL RECORDING DEVICES SHALL BE SYNCHRONIZED WITH RESPECT TO THE TIME OF DAY.
[RULE 1150.1, 1303(b)(2)-OFFSET]
15. ALL RECORDS REQUIRED BY THIS PERMIT SHALL BE KEPT FOR A MINIMUM OF TWO YEARS AND MADE AVAILABLE TO DISTRICT PERSONNEL UPON REQUEST.
[RULE 1150.1, 1303(b)(2)-OFFSET]
16. ENGINE PERFORMANCE TESTS SHALL BE CONDUCTED ANNUALLY IN ACCORDANCE WITH AQMD TEST PROCEDURES. THE RESULTS OF SUCH PERFORMANCE TESTS SHALL BE FURNISHED TO THE AQMD WITHIN 45 DAYS AFTER THE TESTS ARE CONDUCTED. WRITTEN NOTICE OF THE PERFORMANCE TESTS SCHEDULE SHALL BE PROVIDED TO THE AQMD 7 DAYS PRIOR TO THE TESTS SO THAT AN OBSERVER MAY BE PRESENT. THE ENGINE PERFORMANCE TESTS SHALL BE CONDUCTED AT THE MAXIMUM LOAD AND SHALL INCLUDE, BUT MAY NOT BE LIMITED TO, A TEST OF THE INLET LANDFILL GAS AND THE EXHAUST GASES FOR:
- A. METHANE
 - B. TOTAL NON-METHANE ORGANICS
 - C. NON-METHANE ORGANICS, SPECIATED AND QUANTIFIED BY GC/MS (INLET AND EXHAUST FOR LANDFILL GAS ONLY)
 - D. OXIDES OF NITROGEN (EXHAUST ONLY)
 - E. CARBON MONOXIDE (EXHAUST ONLY)
 - F. HYDROGEN SULFIDE (INLET LANDFILL GAS ONLY)
 - G. TOTAL SULFUR COMPOUNDS (INLET LANDFILL GAS ONLY)
 - H. PARTICULATES (EXHAUST ONLY)
 - I. CARBON DIOXIDE
 - J. OXYGEN
 - K. NITROGEN
 - L. MOISTURE CONTENT
 - M. TEMPERATURE
 - N. FLOW RATE
 - O. HEATING VALUE OF LANDFILL GAS
- THE FINAL REPORT SHALL INCLUDE FUEL CONSUMPTION AND THE ENGINE OUTPUT DURING THE TESTS.
[RULE 1150.1, 1303(b)(2)-OFFSET]
17. TOTAL SULFUR, AS H₂S, IN THE LANDFILL GAS SUPPLIED TO THE ENGINE SHALL NOT EXCEED 75 PPM.
[RULE 431.1]
18. TO DEMONSTRATE COMPLIANCE WITH CONDITION NO. 19, THE NOX EMISSIONS FROM THIS EQUIPMENT SHALL BE CALCULATED USING THE APPLICABLE EMISSION FACTOR AS REPORTED IN THE LATEST AQMD APPROVED ANNUAL SOURCE TEST REPORT OR THE EMISSION FACTOR AS STATED IN THE PERMIT FOR THIS EQUIPMENT.
[RULE 3001]



**FACILITY PERMIT TO OPERATE
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19. TO MAINTAIN EXEMPTION FROM TITLE V REQUIREMENTS, THE TOTAL QUANTITY OF NOX EMISSIONS FROM THIS FACILITY SHALL BE LESS THAN 10 TONS (20,000 POUNDS) IN ANY TWELVE CALENDAR MONTH PERIOD. TO ENSURE COMPLIANCE WITH THE EMISSION CAP OF THIS CONDITION, THE OPERATOR SHALL:
- A. DETERMINE THE CALENDAR MONTHLY NOX EMISSIONS FROM ALL EQUIPMENT AND OPERATIONS AT THIS FACILITY THAT ARE REQUIRED TO HAVE A WRITTEN PERMIT OR ARE EXEMPT FROM WRITTEN PERMIT PURSUANT TO RULE 219. NOX EMISSIONS FROM EQUIPMENT AND OPERATIONS THAT ARE EXEMPT FROM WRITTEN PERMIT PURSUANT TO RULE 219 SHALL BE CALCULATED USING THE APPLICABLE EMISSION FACTOR IN THE MOST RECENT GENERAL INSTRUCTION BOOK FOR THE ANNUAL EMISSION REPORTING PROGRAM
 - B. WITHIN 14 CALENDAR DAYS AFTER THE END OF EACH CALENDAR MONTH, TOTAL AND RECORD NOX EMISSIONS FOR THE CALENDAR MONTH AND FOR THE PREVIOUS 12 CALENDAR MONTH PERIOD FROM ALL EQUIPMENT AND OPERATIONS THAT ARE REQUIRED TO HAVE WRITTEN PERMITS OR ARE EXEMPT FROM WRITTEN PERMITS PURSUANT TO RULE 219. THE RECORD SHALL BE SIGNED AND CERTIFIED FOR ACCURACY BY THE HIGHEST RANKING INDIVIDUAL RESPONSIBLE FOR COMPLIANCE WITH DISTRICT RULES.
 - C. ALL RECORDS SHALL BE RETAINED AT THE FACILITY FOR FIVE YEARS, AND SHALL BE MADE AVAILABLE TO ANY DISTRICT REPRESENTATIVE UPON REQUEST. THE RECORDS SHALL INCLUDE BUT ARE NOT LIMITED TO, THE EQUIPMENT TYPE, APPLICATION NUMBER, FUEL TYPE, FUEL USAGE, DATE OF OPERATION, AND CORRESPONDING EMISSION FACTOR.
 - D. IF THE RECORDS GENERATED AFTER THE END OF ANY CALENDAR MONTH SHOW THAT THE TOTAL FACILITY NOX EMISSIONS FOR THE PRECEDING TWELVE CALENDAR MONTH PERIOD EXCEED THE EMISSION CAP OF THIS CONDITION, THE OPERATOR SHALL SUBMIT AN INITIAL TITLE V PERMIT APPLICATION AND OBTAIN A TITLE V PERMIT PURSUANT TO THE REQUIREMENTS SPECIFIED IN RULE 3003. EXCEEDANCE OF THE NOX EMISSION LIMIT OF THIS CONDITION SHALL NOT SUBJECT THIS FACILITY TO NEW SOURCE REVIEW REQUIREMENTS.

[RULE 3001]

Emissions and Requirements:

20. THIS EQUIPMENT IS SUBJECT TO THE APPLICABLE REQUIREMENTS OF THE FOLLOWING RULES AND REGULATIONS:

NMOC: 20 PPMV OR 98 % WEIGHT REDUCTION, RULE 1150.1, 40CFR63 SUBPART AAAA
ROG 40 PPMV, Rule 1110.2
NOX: 36 PPMV, RULE 1110.2
CO: 2000 PPMV, RULE 1110.2
PM: RULE 404, SEE APPENDIX B FOR EMISSION LIMITS
ROG 0.8 GRAMS/BHP-HR, BACT
NOX 0.6 GRAMS/BHP-HR, BACT
CO 2.5 GRAMS/BHP-HR, BACT

**FACILITY PERMIT TO OPERATE
RIV CO., WASTE MGMT, BADLANDS LANDFILL**

PERMIT TO OPERATE

**Permit No. G5699
A/N 472872**

Equipment Description:

LANDFILL GAS FLARING SYSTEM CONSISTING OF:

1. CONDENSATE KNOCKOUT VESSEL
2. FLOW METER AND RECORDER
3. BLOWER, HOFFMAN, CENTRIFUGAL, VARIABLE FREQUENCY, 2000 SCFM, 30 HP
4. FLAME ARRESTOR
5. FLARE, JOHN ZINK, ENCLOSED, WITH SPUD HEX BURNER DESIGN, 8'-4" DIA X 24'-4" HIGH, 34.1 MM BTU/HR, 1250 SCFM WITH A PROPANE PILOT, ELECTRIC IGNITOR AND UV FLAME SCANNER

Conditions:

1. OPERATION OF THIS EQUIPMENT SHALL BE CONDUCTED IN COMPLIANCE WITH ALL DATA AND SPECIFICATIONS SUBMITTED WITH THE APPLICATION UNDER WHICH THIS PERMIT TO CONSTRUCT IS ISSUED UNLESS OTHERWISE NOTED BELOW.
[RULE 204]
2. THIS EQUIPMENT SHALL BE PROPERLY MAINTAINED AND KEPT IN GOOD OPERATING CONDITION AT ALL TIMES.
[RULE 204]
3. THIS EQUIPMENT SHALL BE OPERATED BY PERSONNEL PROPERLY TRAINED IN ITS OPERATION.
[RULE 204]
4. FOUR SAMPLING PORTS SHALL BE MAINTAINED IN THE FLARE STACK AT LEAST FIVE (5) FEET UPSTREAM OF THE FLARE OUTLET. EACH SAMPLING PORT SHALL CONSIST OF A FOUR INCH COUPLING WITH PLUG. ALL PORTS SHALL BE PROPERLY CENTERED. AN EQUIVALENT METHOD FOR EMISSIONS SAMPLING MAY BE USED UPON APPROVAL OF THE AQMD. ADEQUATE AND SAFE ACCESS TO ALL TEST PORTS SHALL BE PROVIDED.
[RULE 217]



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RIV CO., WASTE MGMT, BADLANDS LANDFILL

5. A SAMPLING PORT SHALL BE INSTALLED AND MAINTAINED AT THE INLET GAS LINE TO THE FLARE STATION TO ALLOW THE COLLECTION OF A LANDFILL GAS SAMPLE.
[RULE 217, 431.1, 1150.1]
6. THE FLARE SHALL BE EQUIPPED WITH A TEMPERATURE INDICATOR AND RECORDER WHICH MEASURES AND RECORDS THE GAS TEMPERATURE IN THE FLARE STACK. THE TEMPERATURE INDICATOR AND RECORDER SHALL OPERATE WHENEVER THE FLARE IS IN OPERATION. THE TEMPERATURE SHALL BE MEASURED AT A LOCATION ABOVE THE FLAME ZONE, AT LEAST 0.6 SECONDS DOWNSTREAM OF THE BURNER AND NOT LESS THAN FOUR (4) FEET FROM THE TOP OF THE STACK.
[RULE 1303(a)(1)-BACT]
7. WHENEVER THE FLARE IS IN OPERATION, A TEMPERATURE OF NOT LESS THAN 1400 DEGREES F, AS MEASURED BY THE TEMPERATURE INDICATOR AND RECORDER, SHALL BE MAINTAINED IN THE FLARE STACK.
[RULE 1303(a)(1)-BACT]
8. THE FLARE SHALL BE EQUIPPED WITH AN AUTOMATIC SHUT-DOWN SYSTEM WITH A FAILURE ALARM, WHICH HAS BEEN APPROVED BY THE AQMD, TO AUTOMATICALLY ISOLATE THE FLARE FROM THE LANDFILL GAS SUPPLY LINE, SHUT OFF THE BLOWERS AND IMMEDIATELY NOTIFY A RESPONSIBLE OFFICIAL OF THE SHUT-DOWN.
[RULE 1303(a)(1)-BACT]
9. THE AUTOMATIC SHUT-DOWN SAFETY SYSTEM SHALL BE TESTED MONTHLY FOR PROPER OPERATION AND THE RESULTS RECORDED.
[RULE 1303(a)(1)-BACT]
10. A FLOW INDICATING AND RECORDING DEVICE SHALL BE MAINTAINED IN THE LANDFILL GAS SUPPLY LINE TO THE FLARE TO MEASURE AND RECORD THE QUANTITY OF LANDFILL GAS (IN SCFM) BEING BURNED.
[RULE 1150.1, 1303(b)(2)-OFFSET]
11. THE TOTAL VOLUME OF LANDFILL GAS BURNED IN THE FLARE SHALL NOT EXCEED 1250 SCFM.
[RULE 1150.1, 1303(b)(2)-OFFSET]
12. THE TOTAL HEAT INPUT THROUGH THE FLARE SHALL NOT EXCEED 34.1 MMBTU PER HOUR.
[RULE 1150.1, 1303(b)(2)-OFFSET]
13. WEEKLY READINGS OF THE BTU CONTENT OF THE LANDFILL GAS AT THE INLET TO THE FLARE SHALL BE TAKEN USING AN INSTRUMENT APPROVED BY THE AQMD. ALL RESULTS SHALL BE RECORDED.
[RULE 1150.1, 1303(b)(2)-OFFSET]
14. ALL LANDFILL GAS COLLECTED SHALL BE DIRECTED TO THE FLARE STATION FOR COMBUSTION OR TO ANY OTHER COMBUSTION OR PROCESSING FACILITY WHICH IS IN FULL USE, CAN ADEQUATELY PROCESS THE VOLUME OF GAS COLLECTED AND HAS BEEN ISSUED A VALID PERMIT BY THE AQMD.
[RULE 1303(a)(1)-BACT]

**FACILITY PERMIT TO OPERATE
RIV CO., WASTE MGMT, BADLANDS LANDFILL**

15. ALL RECORDING DEVICES SHALL BE SYNCHRONIZED WITH RESPECT TO THE TIME OF DAY.
[RULE 1150.1, 1303(b)(2)-OFFSET]
16. THE FLARE SHALL BE EQUIPPED WITH A SUFFICIENT NUMBER OF VIEW PORTS TO ALLOW VISUAL INSPECTION OF THE FLAME HEIGHT WITHIN THE FLARE AT ALL TIMES. THE VIEW PORT SHALL BE LOCATED AT THE ELEVATION OF THE TEMPERATURE SENSOR LOCATIONS. SAFE AND ADEQUATE ACCESS SHALL BE PROVIDED FOR ALL VIEW PORTS UPON REQUEST BY AQMD PERSONNEL.
[RULE 1303(a)(1)-BACT]
17. EACH FLARE SHALL BE DESIGNED AND OPERATED SO THAT THE FLAME IN THE FLARE REMAINS BELOW THE HEIGHT OF THE FLARE'S OPERATING THERMOCOUPLE AT ALL TIMES.
[RULE 1303(a)(1)-BACT]
18. THE MAXIMUM FLARE SKIN TEMPERATURE AT ANY LOCATION SHALL NOT EXCEED 250 DEGREES F.
[RULE 204]
19. OPERATION OF THIS EQUIPMENT SHALL NOT RESULT IN THE RELEASE OF RAW LANDFILL GAS INTO THE ATMOSPHERE. ANY BREAKDOWN OR MALFUNCTION WHICH RESULTS IN EMISSION OF RAW LANDFILL GAS SHALL BE REPORTED TO THE AQMD ENGINEERING MANAGER, REFINERY AND WASTE MANAGEMENT PERMITTING, WITHIN ONE HOUR AFTER OCCURRENCE, AND IMMEDIATE REMEDIAL MEASURES SHALL BE UNDERTAKEN TO CORRECT THE PROBLEM AND PREVENT FURTHER EMISSIONS INTO THE ATMOSPHERE.
[RULE 430]
20. SOURCE TESTING SHALL BE CONDUCTED IN ACCORDANCE WITH THE TEST METHODS OUTLINED IN THE DISTRICT RULE AND REGULATIONS.
[RULE 1150.1, 1303(b)(2)-OFFSET]
21. SOURCE TESTING NOTIFICATION SHALL BE SUBMITTED IN WRITING TO THE DISTRICT AT LEAST 10 DAYS PRIOR TO TESTING SO THAT AN OBSERVER MAY BE PRESENT.
[RULE 1150.1, 1303(b)(2)-OFFSET]
22. THE APPLICANT SHALL CONDUCT ANNUAL PERFORMANCE TESTS IN ACCORDANCE WITH RULE 1150.1 (OR OTHER SCHEDULE ACCORDING TO AN APPROVED RULE 1150.1 ALTERNATIVE MONITORING PLAN) AND SHALL SUBMIT WRITTEN RESULT OF SUCH PERFORMANCE TESTS WITHIN SIXTY (60) DAYS AFTER THE TESTING. ALL SOURCE TESTING AND ANALYTICAL METHODS SHALL BE SUBMITTED TO THE AQMD FOR APPROVAL AT LEAST THIRTY (30) DAYS PRIOR TO THE START OF THE TESTS. THE TEST SHALL INCLUDE, BUT MAY NOT BE LIMITED TO, A TEST OF THE INLET GAS TO THE FLARE AND THE FLARE EXHAUST FOR:
 - A. METHANE
 - B. TOTAL NON-METHANE ORGANICS
 - C. OXIDES OF NITROGEN (EXHAUST ONLY)
 - D. CARBON MONOXIDE (EXHAUST ONLY)
 - E. TOTAL PARTICULATES (EXHAUST ONLY)
 - F. HYDROGEN SULFIDE (INLET ONLY)
 - G. C1 THROUGH C3 SULFUR COMPOUNDS (SPECIATED)(INLET ONLY)



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- H. CARBON DIOXIDE
- I. RULE 1150.1 TABLE 1 COMPOUNDS
- J. OXYGEN
- K. NITROGEN
- L. MOISTURE CONTENT
- M. TEMPERATURE
- N. FLOW RATE
- O. NMOC DESTRUCTION EFFICIENCY
[RULE 1150.1, 1303(b)(2)-OFFSET]

23. EMISSIONS RESULTING FROM THE FLARE SHALL NOT EXCEED THE FOLLOWING:

POLLUTANT	LBS/HR
NOX, AS NO2	2.1
SOX, AS SO2	1.0
CO	6.8
PM10	1.5
NMHC, AS METHANE	0.76

[RULE 1303(b)(2)-OFFSET]

24. OXIDES OF NITROGEN EMISSIONS FROM THE FLARE SHALL NOT EXCEED 0.06 POUNDS PER MILLION BTU INLET GAS.
[RULE 1303(a)(1)-BACT]

25. CARBON MONOXIDE EMISSIONS FROM THE FLARE SHALL NOT EXCEED 0.2 POUNDS PER MILLION BTU INLET GAS.
[RULE 1303(a)(1)-BACT]

26. PARTICULATE EMISSIONS FROM THE FLARE SHALL NOT EXCEED 20 POUNDS PER MILLION CUBIC FEET INLET GAS.
[RULE 1303(b)(2)-OFFSET]

27. ALL RECORDS SHALL BE KEPT FOR A PERIOD OF AT LEAST TWO YEARS AND SHALL BE MADE AVAILABLE TO AQMD PERSONNEL UPON REQUEST.
[RULE 1150.1, 1303(b)(2)-OFFSET]

Emissions and Requirements:

28. THIS EQUIPMENT IS SUBJECT TO THE APPLICABLE REQUIREMENTS OF THE FOLLOWING RULES AND REGULATIONS:

NMOC: 20 PPMV OR 98 % WEIGHT REDUCTION, RULE 1150.1, 40CFR63 SUBPART AAAA, 40CFR60 SUBPART WWW
NOX: 0.06 LBS/MMBTU, RULE 1303(a)(1)-BACT

**FACILITY PERMIT TO OPERATE
RIV CO., WASTE MGMT, BADLANDS LANDFILL**

RULE 219 EQUIPMENT

Equipment Description:

RULE 219 EXEMPT EQUIPMENT, COATING EQUIPMENT, PORTABLE, ARCHITECTURAL COATINGS.

Periodic Monitoring:

1. THE OPERATOR SHALL KEEP RECORDS, IN A MANNER APPROVED BY THE DISTRICT, FOR THE FOLLOWING PARAMETER(S) OR ITEM(S):

FOR ARCHITECTURAL APPLICATIONS WHERE NO THINNERS, REDUCERS, OR OTHER VOC CONTAINING MATERIALS ARE ADDED, MAINTAIN SEMI-ANNUAL RECORDS OF ALL COATINGS CONSISTING OF:

- A. COATING TYPE,
- B. VOC CONTENT AS SUPPLIED IN GRAMS PER LITER (g/l) OF MATERIALS FOR LOW-SOLIDS COATINGS'
- C. VOC CONTENT AS SUPPLIED IN g/l OF COATING, LESS WATER AND EXEMPT SOLVENT, FOR OTHER COATING.

FOR OTHER ARCHITECTURAL APPLICATIONS WHERE THINNERS, REDUCERS, OR OTHER VOC CONTAINING MATERIALS ARE ADDED, MAINTAIN DAILY RECORDS FOR EACH COATING CONSISTING OF:

- A. COATING TYPE,
- B. VOC CONTENT AS APPLIED IN GRAMS PER LITER (g/l) OF MATERIALS USED FOR LOW-SOLIDS COATINGS'
- C. VOC CONTENT AS APPLIED IN g/l OF COATING, LESS WATER AND EXEMPT SOLVENT, FOR OTHER COATING.
[RULE 3004 (a) (4)]

Emissions and Requirements:

2. THIS EQUIPMENT IS SUBJECT TO THE APPLICABLE REQUIREMENTS OF THE FOLLOWING RULES AND REGULATION:

VOC: RULE 1113, SEE APPENDIX B FOR EMISSION LIMITS



**FACILITY PERMIT TO OPERATE
RIV CO., WASTE MGMT, BADLANDS LANDFILL**

RULE 219 EQUIPMENT

Equipment Description:

RULE 219 EXEMPT EQUIPMENT, HAND WIPING OPERATIONS.

Emissions and Requirements:

1. THIS EQUIPMENT IS SUBJECT TO THE APPLICABLE REQUIREMENTS OF THE FOLLOWING RULES AND REGULATION:

VOC: RULE 1171, SEE APPENDIX B FOR EMISSION LIMITS

**FACILITY PERMIT TO OPERATE
RIV CO., WASTE MGMT, BADLANDS LANDFILL**

RULE 219 EQUIPMENT

Equipment Description:

RULE 219 EXEMPT EQUIPMENT, FIRE EXTINGUISHING EQUIPMENT.

Emissions and Requirements:

- I. THIS EQUIPMENT IS SUBJECT TO THE APPLICABLE REQUIREMENTS OF THE FOLLOWING RULES AND REGULATION:

HALON: RULE 1418

VOC: RULE 1171, SEE APPENDIX B FOR EMISSION LIMITS



SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
21865 Copley Drive, Diamond Bar, CA 91765

**FACILITY PERMIT TO OPERATE
RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT**

SECTION H: PERMIT TO CONSTRUCT AND TEMPORARY PERMIT TO OPERATE

This section consists of a table listing all equipment with Permits to Construct and copies of all individual Permits to Construct issued to various equipment at the facility. Each permit will list operating conditions including periodic monitoring requirements and applicable emission limits and requirements that the equipment is subject to. Also included is the rule origin and authority of each emission limit and permit condition.



FACILITY PERMIT TO OPERATE
RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT

PERMITTED EQUIPMENT LIST

THE FOLLOWING IS A LIST OF ALL PERMITS TO CONSTRUCT AND PERMITS TO OPERATE AT THIS FACILITY:

Application Number	Permit to Construct Granted On	Equipment Description	Page Number
509914	07/21/2011	54.6 MMBTU/HR enclosed John Zink (Zule) Flare	3

NOTE: EQUIPMENT LISTED ABOVE THAT HAVE NO CORRESPONDING PERMITS TO OPERATE NUMBER ARE ISSUED PERMITS TO CONSTRUCT. THE ISSUANCE OR DENIAL OF THEIR PERMITS TO OPERATE IS SUBJECT TO ENGINEERING FINAL REVIEW. ANY OTHER APPLICATIONS THAT ARE STILL BEING PROCESSED AND HAVE NOT BEEN ISSUED PERMITS TO CONSTRUCT OR PERMITS TO OPERATE WILL NOT BE FOUND IN THIS TITLE V PERMIT.

**FACILITY PERMIT TO OPERATE
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PERMIT TO CONSTRUCT

**A/N 509914
Granted as of 07/21/2011**

Equipment Description:

LANDFILL GAS CONTROL SYSTEM CONSISTING OF:

1. ONE (1) SKID MOUNTED HDPE MOISTURE SEPARATOR, ZMS, WITH DEMISTER PAD ELEMENT FOR MOISTURE COLLECTION.
2. TWO BLOWERS (ONE STAND-BY), HOUSTON SERVICES, MODEL 8602, EACH WITH A 40 HP MOTOR, A VFD AND PRESSURE TRANSMITTER FOR VFD VACUUM CONTROL, AND ONE COMMON INSERTION TYPE THERMAL MASS FLOW METER, VENTING LANDFILL GAS FROM COLLECTION WELLS AND TRENCHES.
3. COMBUSTION AIR BLOWER, NEW YORK BLOWER, HIGH PRESSURE MODEL 361, MAX AIR FLOW 14500 SCFM WITH A COMBUSTION AIR BLOWER VFD, AND AN INSERTION TYPE THERMAL MASS FLOW METER.
4. ONE (1) 10" DIAMETER, ENARDO, FLARE INLET FLAME ARRESTOR.
5. FLARE, JOHN ZINK, MODEL ZULE, 9'-0" DIA. X 40'-0" H., RATED AT 2000 SCFM CAPACITY, 54.6 MMBTU PER HOUR, TWO COMBUSTION AIR DAMPERS, FLARE ALARM SYSTEM, AUTOMATED IGNITION SYSTEM WITH PROPANE GAS PILOT ASSEMBLY, ONE (1) SELF CHECKING ULTRAVIOLET FLAME SCANNER, ONE (1) HIGH TEMPERATURE SHUTDOWN THERMOCOUPLE, THREE (3) BURNER THERMOCOUPLES, FOUR (4) FLARE TEMPERATURE MONITORING THERMOCOUPLES AT DIFFERENT ELEVATIONS, IGNITION TRANSFORMER, AND TWO 5 GALLON CAPACITY PROPANE TANKS.

Conditions:

1. CONSTRUCTION AND OPERATION OF THIS EQUIPMENT SHALL BE CONDUCTED IN COMPLIANCE WITH ALL DATA AND SPECIFICATIONS SUBMITTED WITH THE APPLICATION UNDER WHICH THIS PERMIT IS ISSUED UNLESS OTHERWISE NOTED BELOW.
[RULE 204]
2. THIS EQUIPMENT SHALL BE PROPERLY MAINTAINED AND KEPT IN GOOD OPERATING CONDITION AT ALL TIMES.
[RULE 204]



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3. THIS EQUIPMENT SHALL BE OPERATED AND MAINTAINED BY PERSONNEL PROPERLY TRAINED IN ITS OPERATION.
[RULE 204]
4. FOUR SAMPLING PORTS SHALL BE MAINTAINED IN THE FLARE STACK AT LEAST (5) FEET UPSTREAM OF THE FLARE OUTLET. EACH SAMPLING PORT SHALL CONSIST OF A FOUR INCH COUPLING WITH PLUG. ALL PORTS SHALL BE PROPERLY CENTERED. AN EQUIVALENT METHOD FOR EMISSIONS SAMPLING MAY BE USED UPON APPROVAL OF THE SCAQMD. ADEQUATE AND SAFE ACCESS TO ALL TEST PORTS SHALL BE PROVIDED.
[RULE 217]
5. A SAMPLING PORT SHALL BE INSTALLED AND MAINTAINED AT THE INLET GAS LINE TO THE FLARE STATION TO ALLOW THE COLLECTION OF A LANDFILL GAS SAMPLE.
[RULE 217, 431.1, 1150.1]
6. THE FLARE SHALL BE EQUIPPED WITH AT LEAST ONE TEMPERATURE INDICATOR AND A RECORDING DEVICE WHICH MEASURES AND RECORDS THE GAS TEMPERATURE IN THE FLARE STACK. THE TEMPERATURE INDICATOR AND RECORDING DEVICE SHALL OPERATE WHENEVER THE FLARE IS IN OPERATION. THE TEMPERATURE SHALL BE MEASURED AT A LOCATION ABOVE THE FLAME ZONE, AT LEAST 0.6 SECOND DOWNSTREAM OF THE BURNER AND NOT LESS THAN FIVE (5) FEET FROM THE TOP OF THE STACK.
[RULE 1303(a)(1)-BACT, 1150.1, 1714, 3004 (a) (4)]
7. WHENEVER THE FLARE IS IN OPERATION, A TEMPERATURE OF NOT LESS THAN 1400 DEGREES F, 15 MINUTE AVERAGE, AS MEASURED BY THE TEMPERATURE INDICATOR AND RECORDER SHALL BE MAINTAINED EXCEPT DURING PERIODS OF STARTUP AND SHUTDOWN. STARTUP IS DEFINED AS THE PERIOD FROM FLARE IGNITION TO THE TIME WHEN 1400 DEGREES F IS ACHIEVED, NOT TO EXCEED 30 MINUTES. SHUTDOWN IS THE PERIOD FROM WHEN THE GAS VALVE BEGINS TO BE SHUT AND COMPLETELY SHUTS OFF, NOT TO EXCEED 30 MINUTES.
[RULE 1303(a) (1)-BACT, 1714]
8. A FLOW INDICATOR AND RECORDING DEVICE SHALL BE MAINTAINED IN THE LANDFILL GAS SUPPLY LINE TO FLARE TO MEASURE AND RECORD THE QUANTITY OF LANDFILL GAS (IN SCFM) BEING SENT TO FLARE.
[RULE 1150.1, 1714]
9. A FLOW INDICATOR AND RECORDING DEVICE SHALL BE MAINTAINED IN THE COMBUSTION AIR LINE TO FLARE TO MEASURE AND RECORD THE QUANTITY OF AIR FLOW (IN SCFM) BEING SENT TO FLARE. IN CASE A PRESSURE SENSOR DEVICE IS USED IN PLACE OF THE FLOW INDICATOR, A CONVERSION CHART SHALL BE POSTED ON THE EQUIPMENT TO INDICATE THE FLOW RATE IN SCFM CORRESPONDING TO THE PRESSURE DROP READING.
[RULE 1150.1, 1714]
10. THIS EQUIPMENT SHALL BE OPERATED IN COMPLIANCE WITH SCAQMD RULE 1150.1.
[RULE 1150.1]

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11. ALL RECORDING DEVICES SHALL BE SYNCHRONIZED WITH RESPECT TO TIME OF THE DAY.
[RULE 204]
12. THE TOTAL VOLUME OF LANDFILL GAS BURNED IN THIS FLARE SHALL NOT EXCEED 2000 STANDARD CUBIC FEET PER MINUTE (SCFM).
[RULE 1303(b) (1) AND (b) (2)-MODELING AND OFFSET, 1401, 1714]
13. THE MAXIMUM HEAT INPUT RATE TO FLARE SHALL NOT EXCEED 54.6 MMBTU PER HOUR. A LOG SHALL BE KEPT INDICATING THE TOTAL HEATING VALUE OF LANDFILL GAS BURNED IN EACH FLARE BASED ON THE RECORDED FLOW RATE (SCFM) AND THE LATEST WEEKLY BTU CONTENT (BTU/SCF) READING.
[RULE 1303(b) (1) AND (b) (2)-MODELING AND OFFSET, 1401, 1714]
14. THE FLARE SHALL BE EQUIPPED WITH AN AUTOMATIC SHUT-DOWN SYSTEM WITH A FAILURE ALARM, WHICH HAS BEEN APPROVED BY THE SCAQMD, TO AUTOMATICALLY ISOLATE THE FLARE FROM THE LANDFILL GAS SUPPLY LINE, SHUT OFF THE BLOWER AND IMMEDIATELY NOTIFY A RESPONSIBLE PARTY OF THE SHUT-DOWN.
[RULE 1303 (a) (1) - BACT, 1714]
15. THE AUTOMATIC SHUTDOWN SAFETY SYSTEM SHALL BE TESTED MONTHLY FOR PROPER OPERATION OF EACH FLARE AND THE RESULTS RECORDED.
[RULE 1303(a) (1)-BACT]
16. THE OPERATOR SHALL CONDUCT AN INITIAL SOURCE TEST ON THE FLARE NOT LATER THAN 180 DAYS AFTER INITIAL STARTUP, IN ACCORDANCE WITH AQMD APPROVED SOURCE TEST PROCEDURES. A SOURCE TEST PROTOCOL SHALL BE PROVIDED TO THE AQMD FOR APPROVAL AT LEAST 30 DAYS PRIOR TO THE SCHEDULED TESTING. WRITTEN NOTIFICATION OF THE SCHEDULED TEST DATE SHALL BE PROVIDED TO THE SCAQMD AT LEAST SEVEN (7) DAYS PRIOR TO THE DATE SO THAT THE TESTING MAY BE OBSERVED BY SCAQMD PERSONNEL. THE TESTING SHALL BE CONDUCTED WHEN THE EQUIPMENT IS IN FULL OPERATION, AND SHALL INCLUDE, BUT NOT LIMITED TO, A TEST OF THE INLET TO THE FLARE AND THE FLARE EXHAUST FOR:
 - A. METHANE
 - B. TOTAL NON-METHANE ORGANIC COMPOUNDS (TNMOC)
 - C. TOXIC AIR CONTAMINANTS (INLET AND EXHAUST) INCLUDING, BUT NOT LIMITED TO, ACROLEIN, ACETALDEHYDE, FORMALDEHYDE, BENZENE, CHLOROBENZENE, 1, 2-DICHLOROETHANE, 1,1-DICHLOROETHENE, DICHLOROMETHANE, TETRACHLOROETHYLENE, TETRACHLOROMETHANE, TOLUENE, 1,1,1-TRICHLOROETHANE, TRICHLOROETHYLENE, TRICHLOROMETHANE, VINYL CHLORIDE, AND XYLENE ISOMERS.
 - D. NOX, AS NO2 (EXHAUST ONLY)
 - E. SOX, AS S02 (EXHAUST ONLY)
 - F. CO (EXHAUST ONLY)
 - G. PM10 (EXHAUST ONLY)
 - H. OXYGEN
 - I. MOISTURE CONTENT
 - J. TEMPERATURE



**FACILITY PERMIT TO OPERATE
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- K. FLOWRATE
[RULE 1150.1, 1303(b) (1) AND (b) (2)-MODELING AND OFFSET, 1401, 3004 (a) (4), 40 CFR PART 60 SUBPART WWW]
17. THE SOURCE TEST REPORT, FOR THE FLARE SHALL INCLUDE;
- A. EMISSIONS OF CO, NO_x, TNMOCs, PM₁₀, AND SO_x, IN UNITS OF LBS/HR AND PPMV (EXCEPT PM₁₀), OVERALL TNMOC DESTRUCTION EFFICIENCY (WT%), METHANE DESTRUCTION EFFICIENCY (WT%), FORMALDEHYDE, AND TNMOC EMISSIONS (PPMV), DRY BASIS, AS HEXANE AT 3% OXYGEN.
- B. THE TEST SHALL BE PERFORMED BY A TESTING LABORATORY CERTIFIED TO MEET THE CRITERIA IN AQMD RULE 304(l) (CONFLICT OF INTEREST).
- C. SAMPLING FACILITIES SHALL COMPLY WITH AQMD "GUIDELINES FOR CONSTRUCTION OF SAMPLING AND TESTING FACILITIES" PURSUANT TO RULE 217.
[RULE 204, 217, RULE 1150.1, 40CFR60 SUBPART WWW]
18. THE OPERATOR SHALL CONDUCT A SOURCE TEST ANNUALLY (WITHIN 12 MONTHS OF THE PRIOR SOURCE TEST) IN ACCORDANCE WITH AQMD APPROVED SOURCE TEST PROCEDURES. WRITTEN NOTIFICATION OF THE SCHEDULED TEST DATE SHALL BE PROVIDED TO THE AQMD AT LEAST SEVEN (7) DAYS PRIOR TO THE DATE SO THAT THE TESTING MAY BE OBSERVED BY WITHIN 45 DAYS AFTER THE TESTING. THE TESTING SHALL BE CONDUCTED WHEN THE EQUIPMENT IS IN FULL OPERATION, AND SHALL INCLUDE, BUT NOT LIMITED TO, A TEST OF THE INLET TO THE FLARE AND THE FLARE EXHAUST FOR:
- A. METHANE
B. TOTAL NON-METHANE HYDROCARBONS
C. TOXIC CONTAMINANTS (RULE 1150.1 CORE LIST)
D. NO_x, AS NO₂ (EXHAUST ONLY)
E. SO_x, AS SO₂ (EXHAUST ONLY)
F. CO (EXHAUST ONLY)
G. PM₁₀ (EXHAUST ONLY)
H. OXYGEN
I. MOISTURE CONTENT
J. TEMPERATURE
K. FLOWRATE
[RULE 1150.1, 1303(b) (2)-OFFSET 1401, 3004 (a) 4]
19. THE FLARE SHALL BE EQUIPPED WITH A SUFFICIENT NUMBER OF VIEW PORTS TO ALLOW VISUAL INSPECTION OF THE FLAME HEIGHT WITHIN THE FLARE AT ALL TIMES. THE VIEW PORTS SHALL BE LOCATED AT THE ELEVATION OF THE TEMPERATURE SENSOR LOCATIONS. SAFE AND ADEQUATE ACCESS SHALL BE PROVIDED FOR ALL VIEW PORTS UPON REQUEST BY SCAQMD PERSONNEL.
[RULE (1303) (a)(1)-BACT]

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RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT**

20. THE MAXIMUM FLARE SKIN TEMPERATURE AT ANY LOCATION SHALL NOT EXCEED 250 DEGREES FAHRENHEIT.
[RULE 217]

21. ALL LANDFILL GAS COLLECTED SHALL BE DIRECTED TO THE FLARE STATION FOR COMBUSTION OR TO ANY OTHER COMBUSTION OR PROCESSING FACILITY WHICH IS IN FULL USE, CAN ADEQUATELY PROCESS THE VOLUME OF GAS COLLECTED AND HAS BEEN ISSUED A VALID PERMIT TO OPERATE/CONSTRUCT BY SCAQMD.
[RULE 1150.1, 1303(a) (1)-BACT, 40CFR60 SUBPART WWW]

22. EMISSIONS FROM FLARE SHALL NOT EXCEED THE FOLLOWING:

POLLUTANT	LBS/HR
CO	3.27
NOX	1.36
PM10	1.20
ROG	1.21
SOX AS SO2	1.52

[RULE 1303(a) (1) -BACT, RULE 1303(b) (1) AND (b) (2)-MODELING AND OFFSET, 1401]

23. OPERATION OF THIS EQUIPMENT SHALL NOT RESULT IN THE RELEASE OF RAW LANDFILL GAS INTO THE ATMOSPHERE. ANY BREAKDOWN OR MALFUNCTION OF THIS EQUIPMENT RESULTING IN THE EMISSION OF RAW LANDFILL GAS SHALL BE REPORTED TO THE AQMD WITHIN TWENTY FOUR HOURS AFTER OCCURRENCE AND IMMEDIATE REMEDIAL MEASURES SHALL BE UNDERTAKEN TO CORRECT THE PROBLEM AND PREVENT FURTHER EMISSIONS INTO THE ATMOSPHERE.
[RULE 430, 1150.1, 1714, 40 CFR PART 60 SUBPART WWW]

24. THE APPLICANT SHALL CONDUCT A GAS LEAK DETECTION PROGRAM WITH A COMBUSTIBLE DETECTOR CALIBRATED FOR METHANE BY INSPECTING THE BLOWERS AND ALL EQUIPMENT DOWNSTREAM OF THE BLOWERS. THIS INSPECTION PROGRAM SHALL BE CONDUCTED ONCE A MONTH. ALL LEAKS DETECTED ABOVE 500 PPM SHALL BE REPORTED TO THE AQMD WITHIN 24 HOURS OF DETECTION AND REPAIRED WITHIN 3 WORKING DAYS OF DETECTION. A LOG SHOWING THE RESULTS OF EACH INSPECTION SHALL BE MAINTAINED AND SHALL BE AVAILABLE TO AQMD PERSONNEL UPON REQUEST.
[RULE 1303(a) (1)-BACT, RULE 402]

25. ALL RECORDS SHALL BE KEPT AND MAINTAINED FOR AT LEAST FIVE YEARS AND SHALL BE MADE AVAILABLE TO AQMD PERSONNEL UPON REQUEST.
[RULE 1714, 3004 (a) (4)]

**FACILITY PERMIT TO OPERATE
RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT**

26. THIS FLARE AND THE EXISTING FLARE PERMITTED UNDER A/N 472872 (P/N G5699) SHALL NOT BE OPERATED SIMULTANEOUSLY EXCEPT DURING START-UP, SHUTDOWN, AND MAINTENANCE OF THIS EQUIPMENT. FOR EXISTING AND THIS FLARE, RECORDS OF DATE, TIME, AND HOURS OF OPERATION SHALL BE MAINTAINED.
[RULE 1303(b) (1) AND (b) (2)-MODELING AND OFFSET, 1401, 1714]

Emissions And Requirements:

27. THIS EQUIPMENT IS SUBJECT TO THE APPLICABLE REQUIREMENTS OF THE FOLLOWING RULES AND REGULATIONS:
- CO: 2000 PPMV, RULE 407
 - CO: 0.06 LB/MMBTU HEAT INPUT - BACT (LAER)
 - NOx: 0.025 LB/MMBTU HEAT INPUT- BACT (LAER)
 - PM: RULE 404, SEE APPENDIX B FOR EMISSIONS LIMITS
 - PM: 0.1 gr/scf, RULE 409
 - NMOC: 98 WT % DESTRUCTION EFFICIENCY OR < 20 PPMV, HEXANE, 3% O2 DRY, RULE 1150.1, 40 CFR PART 60 SUBPART WWW