

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

938



FROM: Waste Management Department

SUBMITTAL DATE:  
June 24, 2010

SUBJECT: Professional Service Agreement with SCS Energy to provide Operations and Maintenance of Landfill Gas to Energy (G2E) Facility

RECOMMENDED MOTION: That the Board:

1. Approve a three-year, annually renewable, Professional Service Agreement with SCS Energy to provide Operations and Maintenance of Landfill Gas to Energy (G2E) Facility; and
2. Authorize the General Manager-Chief Engineer to approve payments for future engine damage when it is no fault of SCS Energy, not to exceed 10 percent of the original contract amount; and
3. Authorize the General Manager-Chief Engineer to execute the Agreement on behalf of the Board.

BACKGROUND: Over the last nine years, the G2E facility at the Badlands Landfill has generated \$3,573,000 in revenue. The facility cost \$1,500,000 to build and has cost \$1,403,000 to operate thus far. In fall of 2009, SCS Energy (SCS), the contract operator during the last three years, exercised their 270 day option to terminate the prior agreement. (continued)

  
Hans W. Kernkamp, General Manager-Chief Engineer

FINANCIAL  
DATA

Current F.Y. Total Cost: \$409,104  
Current F.Y. Net County Cost: \$ 0  
Annual Net County Cost: \$ 0

In Current Year Budget: YES  
Budget Adjustment: NO  
For Fiscal Year: 10/11

SOURCE OF FUNDS: Waste Management Enterprise Funds

Positions To Be  
Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:   
Alex Gann


County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: August 31, 2010  
xc: Waste

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

Prev. Agn. Ref.: 12.2 (7/3/2007)

District: 5<sup>th</sup>

Agenda Number:

12.1

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

In April of 2010, the Waste Management Department issued a Request for Proposal (RFQ/P) for O&M of the existing G2E facility. Two proposals were received in May of 2010. The Waste Management Department reviewed and evaluated each proposal. It was determined that SCS Energy provided the best overall proposal. The table below shows the economic evaluation of the two proposals received.

	<b>SCS Energy</b>	<b>Power Management Inc.</b>
3 year power sales	\$1,915,903	\$1,914,397
3 year O & M cost	\$1,485,618	\$1,492,170
3 year SCE Connection Charge	\$54,000	\$54,000
3 year revenue	\$376,285	\$368,227

Thirty-eight million kilo-watts of renewable power have been generated since start-up of the facility. The power is currently sold to the 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. 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.), in addition to the unforeseen wear and tear on the engine beyond normally scheduled maintenance that is called out in the current agreement. It is for that reason that staff is recommending the General Manager-Chief Engineer be allowed to approve payments for damages unrelated to SCS Energy's fault at an amount not to exceed 10 percent of the original contract amount.

Staff recommends approval of the Amendment and granting of the payment authority to the General Manager-Chief Engineer.

**PROFESSIONAL SERVICE AGREEMENT**

**For**

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

**Between**

**COUNTY OF RIVERSIDE**

**And**

**SCS ENERGY**



1 This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between  
2 \_\_\_\_\_, doing business at \_\_\_\_\_,  
3 (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision  
4 of the State of California, (herein referred to as "COUNTY").

5 WHEREAS, Government Code Section 31000 et. seq. authorizes the COUNTY to contract  
6 for services with a CONTRACTOR who is trained and experienced, and who is competent to perform  
7 the services required; and

8 WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to  
9 perform the duties set out herein.

10 NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties  
11 hereto agree as follows:

12 **1. Description of Services**

13 1.1. CONTRACTOR shall provide all services as outlined and specified in Exhibit A,  
14 Scope of Services, consisting of thirty (30) pages, Exhibit B, Cost Proposal, consisting of three  
15 (3) pages, and Exhibit C, SCAQMD Title V Permit, consisting of sixty-three (63) pages, attached  
16 hereto and incorporated herein by this reference.

17 1.2. CONTRACTOR represents and maintains that it is skilled to perform all services,  
18 duties and obligations required by this Agreement to fully and adequately complete the project.  
19 CONTRACTOR shall perform the services and duties in conformance to and consistent with the  
20 standards generally recognized as being employed by professionals in the same discipline in the  
21 State of California. CONTRACTOR further represents and warrants that it has all licenses,  
22 permits, qualifications and approvals of whatever nature is legally required to practice its  
23 profession/service. CONTRACTOR further represents that it shall keep all such licenses and

1 approvals in effect during the term of this Agreement. Contractor is not to perform services  
2 outside of the contract.

3 **2. Period of Performance**

4 2.1. This Agreement shall be effective upon execution of this contract and continue in  
5 effect for three years, unless terminated as specified in Section 8 - Termination.  
6 CONTRACTOR shall commence performance of requested services upon notification and shall  
7 diligently perform such services.

8 2.2. It is mutually agreed and understood that the obligation of the COUNTY is  
9 limited by and contingent upon the availability of COUNTY of Riverside funds for the  
10 reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for  
11 any reason, COUNTY shall immediately notify CONTRACTOR in writing. This Agreement  
12 shall be deemed terminated and have no further force and effect immediately on receipt of  
13 COUNTY'S notification by CONTRACTOR. In the event of such termination, CONTRACTOR  
14 shall be entitled to reimbursement of its costs in accordance with Section 3 - Compensation.

15 **3. Compensation**

16 3.1. The COUNTY shall pay the CONTRACTOR for services performed and  
17 expenses incurred in accordance with the terms of Exhibit B, Contractor's Cost Proposal,  
18 attached hereto and incorporated herein by this reference. The COUNTY is not responsible for  
19 any fees or costs incurred above or beyond the contracted amount and shall have no obligation to  
20 purchase any specified amount of services or products.

21 3.2. Said compensation shall be paid in accordance with an invoice submitted to  
22 COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month,

1 and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of  
2 the invoice. Payment shall be made to CONTRACTOR only after services have been rendered.

3 3.3. No price increases will be permitted during the first year of the price agreement.  
4 All price decreases will automatically be extended to the COUNTY. The COUNTY requires  
5 bona fide proof of cost increases on contracts prior to any price adjustment. After the first year  
6 of the award, a minimum of 30-days advance notice in writing is required to secure such  
7 adjustment. No retroactive price adjustments will be considered. The COUNTY may enforce,  
8 adjust, negotiate, or cancel escalating price contracts or take any other action it deems  
9 appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of  
10 the contract. Adjustments increasing the contractor's profit will not be allowed. Annual  
11 increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los  
12 Angeles, Riverside and Orange County areas and be subjected to satisfactory performance  
13 review by the using COUNTY agency and approved for budget funding by the County Board of  
14 Supervisors.

15 3.4. Prepare invoices in duplicate. For this contract, send the original and duplicate  
16 copies of invoices to:

17 Riverside County Waste Management Department  
18 14310 Frederick Street  
19 Moreno Valley, CA 92553  
20 Attn: Accounts Payable

- 21 • Each invoice shall contain a minimum of the following information: invoice number  
22 and date; remittance address; "bill-to" and "ship-to" addresses of ordering  
23 department/division; contract number (to be provided upon award); quantities; item  
24 descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.  
25 • Invoices shall be rendered "monthly" in arrears.

1           In the State of California, government agencies are not allowed to pay excess interest  
2           and late charges, per Government Codes, Section 926.10.

3   **4. Hold Harmless/Indemnification**

4           4.1. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its  
5   Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board  
6   of Supervisors, elected and appointed officials, employees, agents and representatives from any  
7   liability, claim, damage or action whatsoever, based or asserted upon any act or omission of  
8   CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of  
9   or in any way relating to this Agreement, including but not limited to property damage, bodily  
10   injury, or death. CONTRACTOR shall defend, at its sole expense, all costs and fees including  
11   but not limited to attorney fees, cost of investigation, defense and settlements or awards, the  
12   County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
13   directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and  
14   representatives in any such claim or action.

15           4.2. With respect to any action or claim subject to indemnification herein by  
16   CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their  
17   own choice and shall have the right to adjust, settle, or compromise any such action or claim  
18   without the prior consent of COUNTY; provided, however, that any such adjustment, settlement  
19   or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S  
20   indemnification to COUNTY as set forth herein.

21           4.3. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR  
22   has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any  
23   liability for the action or claim involved.

1       4.4. The specified insurance limits required in this Agreement shall in no way limit or  
2 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY  
3 herein from third party claims.

4       4.5. In the event there is conflict between this clause and California Civil Code  
5 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
6 interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the  
7 fullest extent allowed by law.

8       **5. Waiver of Default**

9       Any waiver by COUNTY of any breach of any one or more of the terms of this agreement  
10 shall not be construed to be a waiver of any subsequent or other breach of the same or of any other  
11 term hereof. Failure on the part of COUNTY to require exact, full and complete compliance with any  
12 terms of this agreement shall not be construed as in any manner changing the terms hereof, or  
13 stopping COUNTY from enforcement hereof.

14       **6. Availability of Funding**

15       The COUNTY obligation for payment of any contract beyond the current fiscal year end is  
16 contingent upon the availability of funding from which payment can be made. No legal liability on  
17 the part of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are  
18 made available for such performance.

19       **7. Inspection of Service**

20       7.1. All performance (which includes services, materials, supplies and equipment  
21 furnished or utilized in the performance of this contract, and workmanship in the performance of  
22 services) shall be subject to inspection and test by the COUNTY at all times during the term of  
23 the contract. The CONTRACTOR shall provide adequate cooperation to any inspector assigned



1 by the COUNTY to permit him/her to determine the CONTRACTOR's conformity with these  
2 specifications and the adequacy of the services being contractually provided. All inspections by  
3 the COUNTY shall be made in such a manner as to not unduly interfere with CONTRACTOR  
4 performance. If any services performed hereunder are not in conformity with the specifications  
5 and requirements of this contract, the COUNTY shall have the right to require the  
6 CONTRACTOR to perform the services in conformity with said specifications and requirements  
7 at no additional increase in total contract amount. When the services to be performed are of such  
8 nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require  
9 the CONTRACTOR immediately to take all necessary steps to ensure future performance of the  
10 services in conformity with requirements of the contract, and (2) reduce the contract price to  
11 reflect the reduced value of the services performed.

12       **7.2.** In the event the CONTRACTOR fails to perform the services promptly or to take  
13 necessary steps to ensure future performance of the service is in conformity with specifications  
14 and requirements of the contract, the COUNTY shall have the right to either: (1) have the  
15 services performed in conformity with the contract specifications and charge to the  
16 CONTRACTOR any cost occasioned to the COUNTY that is directly related to the performance  
17 of such services; or (2) terminate this contract for default as provided in the Termination Clause.  
18 If COUNTY chooses alternative (1), the COUNTY may withhold such costs from any amounts  
19 still owed to CONTRACTOR under this or any other contractual agreements with COUNTY.

## 20 **8. Termination**

### 21 **8.1. County's Right to Terminate**

#### 22 **a) Events Other than Convenience**

23 County shall have the right to terminate this Agreement in the following events:

1           **1. Contractor Default**

2           The occurrence of a Contractor Default, upon giving written notice of default to the  
3           contractor, identifying contractor that in the event the default is not cured within 30 days  
4           after the receipt of notice, the contractor will be immediately terminated;

5           **2. Criminal Activity of Contractor**

6           The Contractor is found guilty of felonious conduct in accordance with ARTICLE 10.5 of  
7           the Scope of Services, the termination being effective 30 days after receipt of notice  
8           thereof from County;

9           **3. Federal, State , or Local Rule/Regulation Change**

10          The County reserves the right upon five (5) days written notice terminate this agreement  
11          due to any Federal, State or Local rule or regulation change, modification or adoption that  
12          would either make the project uneconomical to operate, or be non-compliant with the new  
13          rule or regulation.

14          **b) Convenience**

15          The County may terminate this Agreement for convenience upon two hundred seventy (270)  
16          days' Notice. Termination for County convenience will be accompanied by the following  
17          payment to the Contractor.

- 18           1. Payment of any Direct Costs owed the Contractor as provided in this Agreement  
19           as of the date of termination, and any outstanding Net Payments; less any  
20           damages or payments owed the County. This payment shall be made within  
21           ninety (90) days of termination.

1           c) Notice

2           County shall give the Contractor Notice of termination. Within fifteen days of receipt of such  
3           Notice, Contractor shall submit to the County a written plan describing its vacation of the  
4           Facilities in accordance with Section 8.3.

5           **8.2. Termination for Contractor Event of Default**

6           COUNTY may, upon five (5) days written notice, terminate this agreement for  
7           CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the provisions  
8           of this Agreement or fails to make progress so as to endanger performance and does not cure  
9           such failure within a reasonable period of time. In the event of such termination, the  
10          COUNTY may proceed with the work in any manner deemed proper to COUNTY.

11          In the event the County exercises its right to terminate the Agreement upon a Contractor  
12          default, as of the effective date of such termination, the County shall have the right to:

- 13           1. seek performance by the surety under any performance bond;  
14           2. make a claim on any insurance policy or policies; and/or  
15           3. Draw on any retainage, letter of credit, or other instrument furnished by  
16           Contractor pursuant to ARTICLE 9 of the Scope of Services.

17          The County's right to any amounts from any bonds, insurance policy and/or letter of credit or  
18          other instrument shall be limited in all cases to the actual amount of damages sustained by the  
19          County as a result of the Contractor default according to proof.

20          Notwithstanding the foregoing, in the event the County exercises its right to terminate the  
21          Agreement upon a Contractor default for

- 22           1. an uncured failure to meet the Facilities Operation Guaranty in accordance with  
23           ARTICLE 7.1.e. of the Scope of Service, or

1           2. a failure to meet Contractor's obligation of continuous operation under ARTICLE  
2           7.1.a. of the Scope of Service

3           After termination pursuant to paragraph 8.1 or 8.2 above, COUNTY shall make payment for  
4           all services performed in accordance with this Agreement to the date of termination, according  
5           to the rates set forth in Exhibit B.

6           **8.3. Vacation of Facilities Upon Termination**

7           Upon termination in accordance with this Article, the Contractor shall vacate the Facilities on  
8           the date specified in the Notice of Termination and deliver possession to the County, together  
9           (without limitation) with the rights to use any patents, licenses, trade secrets, or other  
10          intellectual property necessary to operate the Facilities; maintenance and supply contracts; the  
11          current Plans and Specifications and Operations and Maintenance Manual; and any  
12          equipment, data or reports which, if the Agreement had been completed, would have been  
13          required to be furnished to COUNTY. The Facilities shall be left in acceptable operating  
14          condition with full functionality as it was on the Full Operations Date. All repairs and  
15          replacement of defected parts shall be completed as required herein prior to vacating the  
16          Facilities.

17          **8.4. Reimbursement for Unwind Costs Upon Termination**

18          **a) Termination Prior to Notice to Proceed**

19               In the event that either Party terminates this Agreement prior to the issuance of the Notice  
20               of Full Operation Date, the County shall not owe any payment or recompense to the  
21               Contractor.

1           **b) Termination Following the Notice to Proceed**

2           In the event of termination following the Notice of Full Operation Date, the County shall  
3           compensate the Contractor only for documented Direct Costs attributable to unwind. The  
4           County shall within thirty (30) days of receiving the Contractor's invoice documenting  
5           unwind costs notify the Contractor of; (i) agreement with costs and that the invoice will be  
6           paid within thirty (30) days or; (ii) disagreement about the provided cost documentation  
7           and/or the costs provided in the invoice. Any disputes about the adequacy of  
8           documentation and/or allowable costs shall be resolved per Section 16 of this document.

9           **8.5.** Notwithstanding any of the provisions of this Agreement, CONTRACTOR's  
10          rights under this Agreement shall terminate (except for fees accrued prior to the date of  
11          termination) upon dishonesty, or a willful or material breach of this Agreement by  
12          CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason  
13          whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to  
14          Section 8. In such event, CONTRACTOR shall not be entitled to any further compensation  
15          under this Agreement.

16          **8.6.** The rights and remedies of COUNTY provided in this section shall not be  
17          exclusive and are in addition to any other rights and remedies provided by law or under this  
18          Agreement.

19          **9. DISPUTE RESOLUTION**

20          **9.1. General Dispute Resolution Procedures**

21          In the event that any dispute arises between the Parties concerning the interpretation,  
22          enforcement or any other matter related to or in connection with this Agreement, the Parties  
23          shall comply with the procedures in Section 16, in an attempt to resolve such dispute and shall

1 exert Reasonable Business Efforts to comply with their respective Performance Obligations  
2 pending resolution.

3 **10. Alteration**

4 The Board of Supervisors, the COUNTY Waste Management Department General Manager –  
5 Chief Engineer and/or the COUNTY Purchasing Agent are the only authorized COUNTY  
6 representatives who may at any time, by written order, make alterations within the general scope of  
7 this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of  
8 the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease  
9 in the cost of, or the time required for the performance of any part of the work under this contract, an  
10 equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract  
11 shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under  
12 this paragraph shall be assessed within 30 days of when the CONTRACTOR received notice of the  
13 alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that  
14 the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted  
15 by the CONTRACTOR at any time prior to final payment under this agreement. Failure to agree to  
16 any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this  
17 contract entitled 'Disputes.' However, nothing in this clause shall excuse the CONTRACTOR from  
18 proceeding with the contract as changed.

19 **11. Independent Contractor**

20 **11.1.** The CONTRACTOR is, for purposes arising out of this contract, an independent  
21 contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and  
22 agreed that the CONTRACTOR shall in no event, as a result of this contract, be entitled to any  
23 benefits to which COUNTY employees are entitled, including but not limited to overtime, any

1 retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.  
2 CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made  
3 against COUNTY based upon any contention by any third party that an employer-employee  
4 relationship exists by reason of this agreement.

5 11.2. It is further understood and agreed by the parties hereto that CONTRACTOR in  
6 the performance of its obligation hereunder is subject to the control or direction of COUNTY  
7 merely as to the result to be accomplished by the services hereunder agreed to be rendered and  
8 performed and not as to the means and methods for accomplishing the results.

9 **12. Subcontract for Work or Services**

10 No contract shall be made by the CONTRACTOR with any party for furnishing any of the  
11 work or services herein contained without the prior written approval of the COUNTY Contract  
12 Administrator but this provision shall not require the approval of contracts of employment between  
13 the CONTRACTOR and personnel assigned for services there under, or for parties named in the  
14 proposal and agreed to under any resulting contract.

15 **13. Interest of Contractor**

16 The CONTRACTOR covenants that it presently has no interest, including but not limited to,  
17 other projects or independent contracts, and shall not acquire any such interest, direct or indirect,  
18 which would conflict in any manner or degree with the performance of services required to be  
19 performed under this contract. The CONTRACTOR further covenants that in the performance of this  
20 contract, no person having any such interest shall be employed or retained by it under this contract.

1 **14. Conduct of Contractor**

2       14.1. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's  
3 interest, if any, which are or which the CONTRACTOR believes to be incompatible with any  
4 interest of the COUNTY.

5       14.2. The CONTRACTOR shall not, under circumstances, which might reasonably be  
6 interpreted as an attempt to influence the recipient in the conduct of his duties, accept any  
7 gratuity or special favor from individuals or organizations with whom the CONTRACTOR is  
8 doing business or proposing to do business, in accomplishing the work under the contract.

9       14.3. The CONTRACTOR shall not use for personal gain or make other improper use  
10 of privileged information, which is acquired in connection with this contract. In this connection,  
11 the term 'privileged information' includes, but is not limited to, unpublished information relating  
12 to technological and scientific development; medical, personnel, or security records of the  
13 individuals; anticipated materials requirements or pricing actions; and knowledge of selection of  
14 CONTRACTORS or subcontractors in advance of official announcement.

15       14.4. The CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors,  
16 and entertainment directly or indirectly to COUNTY employees.

17 **15. Disallowance**

18       In the event the CONTRACTOR receives payment for services under this contract which is  
19 later disallowed for nonconformance with the terms and conditions herein by the COUNTY, the  
20 CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request, or at its  
21 option, the COUNTY may offset the amount disallowed from any payment due to the  
22 CONTRACTOR under any contract with the COUNTY.



1 **16. Disputes**

2 16.1. In the event of a dispute arising out of or relating to this Contract, the parties shall  
3 attempt to settle the matter amicably at the working level. If the parties are unable to resolve the  
4 dispute, the matter shall be submitted to the senior management of the parties.

5 16.2. The Parties agree to continue with performance of the Agreement during any such  
6 dispute period and resolution thereof.

7 **17. Governing Law; Jurisdiction; Severability**

8 This Agreement shall be governed by the laws of the State of California. Any legal action  
9 related to the performance or interpretation of this Agreement shall be filed only in the Superior Court  
10 of the State of California located in Riverside, California, and the parties waive any provision of law  
11 providing for a change of venue to another location. Prior to the filing of any legal action, the parties  
12 shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the  
13 dispute. In the event any provision in this Agreement is held by a court of competent jurisdiction to be  
14 invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force  
15 without being impaired or invalidated in any way.

16 **18. Insurance**

17 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the  
18 COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole  
19 cost and expense, the following insurance coverage's during the term of this Agreement.

20 **18.1. Workers' Compensation**

21 If the CONTRACTOR has employees as defined by the State of California, the  
22 CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as  
23 prescribed by the laws of the State of California. Policy shall include Employers' Liability

1 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person  
2 per accident. The policy shall be endorsed to waive subrogation in favor of the County of  
3 Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer  
4 Endorsement.

### 5 **18.2. Commercial General Liability**

6 Commercial General Liability insurance coverage, including but not limited to,  
7 premises liability, contractual liability, products and completed operations liability, personal  
8 and advertising injury covering claims which may arise from or out of CONTRACTOR'S  
9 performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special  
10 Districts, and Departments of the COUNTY of Riverside, their respective directors, officers,  
11 Board of Supervisors, employees, elected or appointed officials, agents or representatives as  
12 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence  
13 combined single limit. If such insurance contains a general aggregate limit, it shall apply  
14 separately to this agreement or be no less than two (2) times the occurrence limit.

### 15 **18.3. Vehicle Liability**

16 If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the  
17 obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for  
18 all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per  
19 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall  
20 apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy  
21 shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of  
22 Riverside, their respective directors, officers, Board of Supervisors, employees, elected or  
23 appointed officials, agents or representatives as Additional Insureds.

1           **18.4. Professional Liability Insurance**

2           Contractor shall maintain Professional Liability Insurance providing coverage for the  
3 Contractor's performance of work included within this Agreement, with a limit of liability of  
4 not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's  
5 Professional Liability Insurance is written on a claims made basis rather than an occurrence  
6 basis, such insurance shall continue through the term of this Agreement and CONTRACTOR  
7 shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known  
8 as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to  
9 the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates  
10 of Insurance that CONTRACTOR has Maintained continuous coverage with the same or  
11 original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five  
12 (5) years beyond the termination of this Agreement.

13           **18.5. General Insurance Provisions - All lines**

- 14           a) Any insurance carrier providing insurance coverage hereunder shall be admitted to  
15 the State of California and have an A M BEST rating of not less than A: VIII (A:8)  
16 unless such requirements are waived, in writing, by the COUNTY Risk Manager. If  
17 the COUNTY's Risk Manager waives a requirement for a particular insurer such  
18 waiver is only valid for that specific insurer and only for one policy term.
- 19           b) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or  
20 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000  
21 per occurrence such deductibles and/or retentions shall have the prior written consent  
22 of the COUNTY Risk Manager before the commencement of operations under this  
23 Agreement. Upon notification of deductibles or self insured retention's unacceptable

1 to the COUNTY, and at the election of the County's Risk Manager,  
2 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or  
3 self-insured retention's as respects this Agreement with the COUNTY, or 2) procure  
4 a bond which guarantees payment of losses and related investigations, claims  
5 administration, and defense costs and expenses.

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

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

4           d) It is understood and agreed to by the parties hereto and the insurance company(s), that  
5           the Certificate(s) of Insurance and policies shall so covenant and shall be construed as  
6           primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-  
7           insured retention's or self-insured programs shall not be construed as contributory.

8           e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement  
9           or any extension thereof, there is a material change in the scope of services; or, there  
10          is a material change in the equipment to be used in the performance of the scope of  
11          work (such as the use of aircraft or watercraft) the COUNTY reserves the right to  
12          adjust the types of insurance required under this Agreement and the monetary limits  
13          of liability for the insurance coverage's currently required herein, if, in the COUNTY  
14          Risk Manager's reasonable judgment, the amount or type of insurance carried by the  
15          CONTRACTOR has become inadequate.

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

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

20       **19. Licensing and Permits**

21           19.1. Attention is directed to the provisions of Chapter 9 of Division 3 of the Business  
22          and Professions Code concerning the licensing of CONTRACTORS. All CONTRACTORS

1 shall be licensed, if required, in accordance with the laws of this State and any CONTRACTOR  
2 not so licensed is subject to the penalties imposed by such laws.

3       **19.2.** CONTRACTOR further warrants that it has all necessary permits, approvals,  
4 certificates, waivers and exemptions necessary for the provision of services hereunder and  
5 required by the laws and regulations of the United States, State of California, the COUNTY of  
6 Riverside and all other appropriate governmental agencies, and shall maintain these throughout  
7 the term of this agreement.

8 **20. Air, Water Pollution Control, Safety and Health**

9       CONTRACTOR shall comply with all air pollution control; water pollution, Safety and  
10 Health Ordinances and statues, which apply to the work performed pursuant to this contract, including  
11 any requirements, specified in state government codes.

12 **21. OSHA Regulations**

13       CONTRACTOR hereby certifies awareness of the Occupational Safety and Health  
14 Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the  
15 derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all  
16 performance under this Agreement shall be in compliance therewith.

17 **22. Right to Acquire Equipment and Services**

18       Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or  
19 equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its  
20 best interest.

21 **23. Contractor's Responsibility**

22       **23.1.** It is understood that the CONTRACTOR has the skills, experience and  
23 knowledge necessary to perform the services agreed to be performed under this Agreement, and

1 that the COUNTY relies on upon the CONTRACTOR'S representations about its skills,  
2 experience and knowledge to perform the CONTRACTOR'S services in a competent manner.  
3 Acceptance by the COUNTY of the services to be performed under this Agreement does not  
4 operate as a release of said CONTRACTOR from responsibility for the work performed.

5 23.2. It is further understood and agreed that the CONTRACTOR is apprised of the  
6 scope of the work to be performed under this Agreement and the CONTRACTOR agrees that  
7 said work can and shall be performed in a fully competent manner.

8 **24. Conflict of Interest**

9 CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect,  
10 which will conflict in any manner or degree with the performance of services required under this  
11 Agreement.

12 **25. Non-Discrimination**

13 CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits,  
14 accommodation in facilities, or employment of personnel on the basis of ethnic group identification,  
15 race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital  
16 status or sex in the performance of this Agreement, and, to the extent they shall be found to be  
17 applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act  
18 (commending with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-  
19 352), and the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.).

20 **26. Records and Documents**

21 CONTRACTOR shall make available, upon written request by any duly authorized Federal,  
22 State or COUNTY agency, a copy of this Agreement and such books, documents and records as are  
23 necessary to certify the nature and extent of the costs of the services provided by CONTRACTOR.

1 All such books and records shall be maintained by CONTRACTOR for at least five years from the  
2 termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR to  
3 provide COUNTY with reports and information relative to this Agreement and in accordance with  
4 terms set forth herein, as requested by COUNTY.

5 **27. Monitoring**

6 CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an  
7 appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate  
8 CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR  
9 and at any reasonable time.

10 **28. Confidentiality**

11 The Contractor shall protect from unauthorized disclosure names and other identifying  
12 information concerning persons receiving services pursuant to this Agreement, except for statistical  
13 information not identifying any client. The Contractor shall not use such information for any purpose  
14 other than carrying out the Contractor's obligations under this Agreement. The Contractor shall  
15 promptly transmit to the COUNTY all requests for disclosure of such information not emanating from  
16 the client. The Contractor shall not disclose, except as otherwise specifically permitted by this  
17 Agreement or authorized by the client, any such information to anyone other than the COUNTY. For  
18 purposes of this paragraph, identity shall include, but not be limited to, name, identifying number,  
19 symbol, or other identifying particular assigned to the individual, such as finger or voice print or a  
20 photograph.

21 **29. Administration/Contract Liaison**

22 The COUNTY of Riverside Waste Management Department's General Manager-Chief  
23 Engineer, or designee, shall administer this Agreement on behalf of the COUNTY. The Waste



1 Management Department is to serve as its liaison with CONTRACTOR in connection with this  
2 agreement.

3 **30. Notices**

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

7 **COUNTY OF RIVERSIDE**

**CONTRACTOR**

8 Waste Management Department  
9 14310 Frederick Street  
10 Moreno Valley, CA 92553

SCS Energy  
3900 Kilroy Airport Way, Suite 100  
Long Beach, CA 90806-6816

11 **31. Force Majeure**

12 31.1. In the event CONTRACTOR is unable to comply with any provision of this  
13 agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or  
14 other similar acts, CONTRACTOR shall not be held liable to COUNTY for such failure to  
15 comply.

16 31.2. In the event COUNTY is unable to comply with any provision of this agreement  
17 due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other  
18 similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply.

19 **32. Mutual Cooperation**

20 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's  
21 performance of services for the COUNTY under this Agreement, including providing the  
22 CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and  
23 personnel. The COUNTY shall be responsible for the performance of its employees and agents and  
24 for the accuracy and completeness of all data and information provided to the CONTRACTOR.

1 **33. EDD Reporting Requirements**

2 33.1. In order to comply with child support enforcement requirements of the State of  
3 California, the COUNTY of Riverside may be required to submit a Report of Independent  
4 Contractor(s) form DE 542 to the Employment Development Department. The selected  
5 contractor agrees to furnish the required Contractor data and certifications to the COUNTY of  
6 Riverside within 10 days of notification of award of contract when required by the EDD.

7 33.2. It is expressly understood that this data will be transmitted to governmental  
8 agencies charged with the establishment and enforcement of child support orders and for no  
9 other purposes and will be held confidential by those agencies. Failure of the contractor to  
10 timely submit the data and/or certificates required may result in contract being awarded to  
11 another Contractor. In the event a contract has been issued, failure of the Contractor to comply  
12 with all federal and state reporting requirements for child support enforcement or to comply with  
13 all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall  
14 constitute a material breach of contract. Failure to cure such breach within 60 calendar days of  
15 notice from the COUNTY shall constitute grounds for termination of the contract.

16 33.3. If you have any questions concerning this reporting requirement, please call (916)  
17 657-0529. You may also contact your local Employment Tax Customer Service Office listed in  
18 your telephone directory in the State Government section under "Employment Development  
19 Department," or you may access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

20 **34. Work Product**

21 All data, drawings, logs, and reports prepared by CONSULTANT shall be and remain the sole  
22 property of COUNTY.

1 **35. Entire Agreement**

2 This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes  
3 the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and  
4 contemporaneous representations, proposals, discussions and communications, whether oral or in  
5 writing. This Agreement may be changed or modified only by a written amendment signed by  
6 authorized representatives of both parties.

7  
8 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to  
9 execute this Agreement.

10 **COUNTY:**

11 RIVERSIDE COUNTY WASTE  
12 MANAGEMENT DEPARTMENT  
13 14310 Frederick Street  
14 Moreno Valley, CA 92553

15 Signature \_\_\_\_\_

16  
17 Print Name: Hans Kernkamp

18  
19 Title: General Manager-Chief Engineer

**CONTRACTOR:**

SCS Energy  
Contractor  
3900 Kilroy Airport Way, Suite 100  
Long Beach, CA 90806-6816

Signature: \_\_\_\_\_

Print Name: JERRY L. PIERCE

Title: SSM Vice President

20  
21  
FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE 6/30/10

**Operations and Maintenance of Landfill Gas-to-Energy Facilities  
at the Badlands Landfill**

**EXHIBIT A  
SCOPE OF CONTRACTOR SERVICES**

# 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 Attachment A of RFQ WMARC-151, now called 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.

**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 Quote 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 minimum 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.

**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.k.

**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 – SCAQMD Title V Permit to Operate, 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 faulty components, 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.d.

**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 twelve million (12,000,000) 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 the Professional Service Agreement, Section 12.

### **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 therefore. Any costs, expenses or damages incurred by the County in responding or contracting therefore, 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 until end of the third year of operation of the gas-to-energy facility, Unit 1, unless terminated earlier in accordance with Section 8 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 a period of three years. 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. Operate the facility at the designated load required by the RCWMD not to exceed 90% net load at 75% on-line, or 6,570 hours 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. E-mail to the County a log of all non-scheduled and scheduled shut-downs.
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.
7. Operate the Facilities in accordance with local, state, and federal regulations, laws and permits for a period of three years.
8. 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.
9. Supply electricity to the County's landfill gas flaring station, 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 20 kWh. Semi-annual audits can be conducted by the contractor and County to verify the load to these facilities. Any usage over 20 kWh by the County will be paid to the Contractor per kWh over the limit, the same price as the current Routine Operations Fee.
10. 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 shall and repairs shall have been completed as necessary.

11. Contractor shall perform maintenance, including but not limited to the tasks listed below, on all Equipment 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.
12. Applying best industry practices in conducting all of the above activities.

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 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 defected 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, and maintain all and lubricants bearings, clean radiator cores and perform maintenance as specified by the manufacturer (s). The contractor shall also repair and replace all defected 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 defected 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 defected 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 defected 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 defected 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 and the cost to do so will also be at the cost of the contractor.

**5.1.c. Hazardous Waste Management**

**5.1.c.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 should 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 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. Copies of the completed inspection forms shall be provided to the County.

**5.1.c.ii) Hazardous Waste Disposal**

The Contractor will provide for all hazardous waste disposal requirements including obtaining a site specific EPA ID Number registered under the contractor's business name with the Badlands Landfill site's Ironwood address. The Contractor'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. 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.d. 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.
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. 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.

**5.1.e. 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, 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.

**5.1.f. 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.

**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 12 MMBTU's (LHV) landfill gas at a minimum of 40% methane.
5. Fill swamp cooler water tank as needed for cooling the intake air to the engine.
6. Pay for all SCE electrical bills and make arrangements and pay for all repairs or replacement to electrical equipment 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 and will accommodate the County in operations of the landfill gas flare.

### **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. Repair and Maintenance**

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 in accordance with the Plans and Specifications, with due regard for reasonable control of odors and noise.

##### **7.1.f.i) 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.f.ii) Maintenance**

Contractor shall perform periodic maintenance on all equipment as specified in the Operations and Maintenance Manual.

##### **7.1.f.iii) Repair of Damage**

Contractor shall also repair any damage to the Facilities caused by the actions of its employees, subcontractors, other Contractor agents or vandals.

##### **7.1.f.iv) 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.g. Safety**

The Contractor shall conduct Facilities Operations in a safe manner, in accordance with Applicable Law, requirements of insurance carried pursuant to Section 18 of the Professional Service Agreement and standard practices in the landfill gas processing/electricity generation industry.

#### **7.1.h. Scheduling**

- 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.

- 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.
- 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.

#### **7.1.i. 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.j. Reporting Requirements**

##### **7.1.j.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.j.ii) SCAQMD Rule 218 CEMS reports to SCAQMD**

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

##### **7.1.j.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.j.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.j.v) Other Reports**

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

#### **7.1.k. 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.l. 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.m. 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 or decrease after each full year of operation at a rate equal to the CPI, throughout the three years 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 three years 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 Exhibit B. 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 three years 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 16 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 three year duration 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 8 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 8.2 of 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 Section shall be governed by the provisions set forth in 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 8 of 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: SCS Energy  
Address: 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806  
Attn: Jeff Pierce  
Fax Telephone:  
Telephone: (562) 426-9544



The address to which communications may be delivered may be changed from time to time by a Notice given in accordance with this Section. 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 Jeff Pierce, 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-151)

## **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**

## **COST PROPOSAL**

## Attachment A – Cost Quote for Gas-to-Energy Facility

Company SCS Energy

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	\$ 0.034	Per KWH
2	Intermediate Overhaul E5 (As described in Deutz MWM TBG 620 Maintenance Manual)	\$ 59,000	Each occurrence
3	Extended Intermediate Overhaul E6 (As described in Deutz MWM TBG 620 Maintenance Manual)	\$ 210,000	Each occurrence
4	Major Overhaul E-7 (As described in Deutz MWM TBG 620 Maintenance Manual)	\$ 358,000	Each occurrence

Item #	Description	*Hours
1	Length of time required to conduct Intermediate Overhaul E5, Unit 1	96 Hrs ÷ 2 Men AT 12 hr/10 hr = 4 DAY
2	Length of time required to conduct Extended Intermediate Overhaul E6, Unit 1	156 Hrs ÷ 2 Men AT 12 hr/10 hr = 6.5 DAY
3	Length of time required to conduct Major Overhaul E7, Unit 1	225 Hrs ÷ 2 Men AT 12 hr/10 hr = 9.4 DAY

\* 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	\$ 122	4	hrs
2	Weekend Business Hours	\$ 122	4	hrs
3	Holiday Business Hours	\$ 122	4	hrs

Attachment A – Cost Quote for Gas-to-Energy Facility  
SCS Energy

The Routine Operations & Maintenance Cost cited on Page 1 of Attachment A is all inclusive with two exceptions -- 1) cost to remedy air emissions problems; and 2) major engine repair or parts replacement costs as detailed below.

1. The cost of the SCAQMD annual source test is covered under the Contractor's Routine Operation & Maintenance Cost. If the engine fails its annual source test, not due to the Contractor's negligent operation or maintenance, and operation of the plant must be suspended, the related downtime will not be counted as downtime against the Contractor's on-line percentage Facilities Operation Guaranty. Contractor will develop a remedial action plan and cost (including an emissions retest) and present same to County. The County can elect to proceed with the plan and authorize the Contractor to proceed under a Change Order, or can terminate Contractor's Agreement. Contractor may agree to contribute to the cost of the plan, at Contractor's sole option.
2. If an engine repair or engine parts replacement exceeding \$15,000 (per single incident) occurs (no limit in aggregate) becomes necessary, not due to Contractor's negligent operation or maintenance, Contractor will provide the County with a proposed Change Order in the form of a scope of work and cost proposal. The County can elect to authorize and pay the full amount of the Change Order, or can elect to terminate the Contractor's Agreement. Contractor may agree to contribute to the cost of the Change Order, at Contractor's sole option. Contractor shall otherwise be responsible for all repairs and parts less than \$15,000 (per single incident), regardless of fault (no limit in aggregate).

Contractor will price either of the above Change Orders at his actual cost of materials, expenses and subcontracts (without mark-up) and using the attached rate schedule which will be in effect for the life of Contractor's Agreement.

## SCS ENERGY

### FEE SCHEDULE

	<u>Rate/Hour</u>
Project Director .....	\$223
Project Manager .....	181
Senior Professional .....	140
Project Professional .....	123
Staff Professional/Operations Manager .....	102
Associate Professional .....	92
Project Administrator .....	83
Senior Technician/Operator .....	82
Designer/Drafter .....	77
Technician .....	64
Administrative/Secretarial .....	56

#### General Terms

1. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors, and for job-related employee travel and subsistence, reproduction, telephone, equipment, and supplies are billed at actual cost.
2. Vehicle mileage is invoiced at \$0.70 per mile for company autos and \$0.90 per mile for company trucks.
3. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
5. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.

**Exhibit C – SCAQMD Title V Permit to Operate  
Badlands Gas-to-Energy, Unit 1  
Resource Recovery System**

## FACILITY PERMIT TO OPERATE

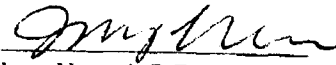
**RIV CO., WASTE MGMT, BADLANDS LANDFILL  
31125 IRONWOOD AVE  
MORENO VALLEY, CA 92555**

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

*fu*

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

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A	Facility Information	0	09/09/2008
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D	Facility Description and Equipment Specific Conditions	1	01/01/2010
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H	Permit To Construct and Temporary Permit to Operate	0	09/09/2008
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**

**SECTION A: FACILITY INFORMATION**

LEGAL OWNER &/OR OPERATOR: RIV CO., WASTE MGMT, BADLANDS LANDFILL

LEGAL OPERATOR (if different than owner):

EQUIPMENT LOCATION: 31125 IRONWOOD AVE  
MORENO VALLEY, CA 92555

MAILING ADDRESS: 14310 FREDERICK ST  
MORENO VALLEY, CA 92553-9000

RESPONSIBLE OFFICIAL: HANS KERNKAMP

TITLE: GENERAL MANAGER - CHIEF ENGINEER

TELEPHONE NUMBER: (951) 486-3232

CONTACT PERSON: MARK HUNT

TITLE: SENIOR CIVIL ENGINEER

TELEPHONE NUMBER: (951) 486-3247

TITLE V PERMIT ISSUED: September 09, 2008

TITLE V PERMIT EXPIRATION DATE: September 08, 2013

TITLE V	RECLAIM
YES	NOx: NO SOx: NO CYCLE: 0 ZONE: INLAND

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

Section B	Page: 1
Facility I.D.:	6979
Revision #:	0
Date:	September 09, 2008

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

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SECTION B: RECLAIM Annual Emission Allocation

NOT APPLICABLE

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

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

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**SECTION C: FACILITY PLOT PLAN**

(TO BE DEVELOPED)

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

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**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.

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

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**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  
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**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 340 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]

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**FACILITY PERMIT TO OPERATE  
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- 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  
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- 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



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

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**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]

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

**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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**FACILITY PERMIT TO OPERATE  
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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 Descriptions:**

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, AQUASNAP, 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 O<sub>2</sub> ON A DRY BASIS. IN ADDITION, THE SYSTEM SHALL CONVERT THE ACTUAL NOX CONCENTRATION TO A CORRECTED NOX CONCENTRATION AT 15% O<sub>2</sub>. 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 GASTHE FINAL REPORT SHALL INCLUDE FUEL CONSUMPTION AND THE ENGINE OUTPUT DURING THE TESTS.  
[RULE 1150.1, 1303(b)(2)-OFFSET]
17. TOTAL SULFUR, AS H<sub>2</sub>S, 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]

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**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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**FACILITY PERMIT TO OPERATE  
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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]

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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

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**FACILITY PERMIT TO OPERATE  
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**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  
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**RULE 219 EQUIPMENT**

**Equipment Description:**

RULE 219 EXEMPT EQUIPMENT, FIRE EXTINGUISHING EQUIPMENT.

**Emissions and Requirements:**

1. 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



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

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**SECTION E: ADMINISTRATIVE CONDITIONS**

The operating conditions in this section shall apply to all permitted equipment at this facility unless superseded by condition(s) listed elsewhere in this permit.

1. The permit shall remain effective unless this permit is suspended, revoked, modified, reissued, denied, or it is expired for nonpayment of permit processing or annual operating fees. [201, 203, 209, 301]
  - a. The permit must be renewed annually by paying annual operating fees, and the permit shall expire if annual operating fees are not paid pursuant to requirements of Rule 301(d). [301(d)]
  - b. The Permit to Construct listed in Section H shall expire one year from the Permit to Construct issuance date, unless a Permit to Construct extension has been granted by the Executive Officer or unless the equipment has been constructed and the operator has notified the Executive Officer prior to the operation of the equipment, in which case the Permit to Construct serves as a temporary Permit to Operate. [202, 205]
  - c. The Title V permit shall expire as specified under Section K of the Title V permit. The permit expiration date of the Title V facility permit does not supercede the requirements of Rule 205. [205, 3004]
2. The operator shall maintain all equipment in such a manner that ensures proper operation of the equipment. [204]
3. This permit does not authorize the emissions 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 and Regulations of the AQMD. This permit cannot be considered as permission to violate existing laws, ordinances, regulations, or statutes of other governmental agencies. [204]
4. The operator shall not use equipment identified in this facility permit as being connected to air pollution control equipment unless they are so vented to the identified air pollution control equipment which is in full use and which has been included in this permit. [204]
5. The operator shall not use any equipment having air pollution control device(s) incorporated within the equipment unless the air pollution control device is in full operation. [204]
6. The operator shall maintain records to demonstrate compliance with rules or permit conditions that limit equipment operating parameters, or the type or quantity of material processed. These records shall be made available to AQMD personnel upon request and be maintained for at least five years. [204]



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

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**SECTION E: ADMINISTRATIVE CONDITIONS**

7. The operator shall maintain and operate all equipment to ensure compliance with all emission limits as specified in this facility permit. Compliance with emission limits shall be determined according to the following specifications, unless otherwise specified by AQMD rules or permit conditions: [204]
- a. For internal combustion engines and gas turbines, measured concentrations shall be corrected to 15 percent stack-gas oxygen content on a dry basis and be averaged over a period of 15 consecutive minutes; [1110.2, 1134]
  - b. For other combustion devices, measured concentrations shall be corrected to 3 percent stack-gas oxygen content on a dry basis and be averaged over a period of 15 consecutive minutes; [1146, 1146.1, 204]
  - c. For non-combustion sources, compliance with emission limits shall be determined and averaged over a period of 60 minutes; [204]
  - d. For the purpose of determining compliance with Rule 407, carbon monoxide (CO) shall be measured on a dry basis and be averaged over 15 consecutive minutes, and sulfur compounds which would exist as liquid or gas at standard conditions shall be calculated as sulfur dioxide (SO<sub>2</sub>) and be averaged over 15 consecutive minutes; [407]
  - e. For the purpose of determining compliance with Rule 409, combustion contaminant emission measurements shall be corrected to 12 percent of carbon dioxide (CO<sub>2</sub>) at standard conditions and averaged over a minimum of 15 consecutive minutes. [409]
  - f. For the purpose of determining compliance with Rule 475, combustion contaminant emission measurements shall be corrected to 3 percent of oxygen (O<sub>2</sub>) at standard conditions and averaged over 15 consecutive minutes or any other averaging time specified by the Executive Officer. [475]
8. The operator shall, when a source test is required by AQMD, provide a source test protocol to AQMD no later than 60 days before the proposed test date. The test shall not commence until the protocol is approved by AQMD. The test protocol shall contain the following information: [204, 304]
- a. Brief description of the equipment tested.
  - b. Brief process description, including maximum and normal operating temperatures, pressures, throughput, etc.
  - c. Operating conditions under which the test will be performed.
  - d. Method of measuring operating parameters, such as fuel rate and process weight. Process schematic diagram showing the ports and sampling locations, including the dimensions of the ducts and stacks at the sampling locations, and distances of flow disturbances, (e.g. elbows, tees, fans, dampers) from the sampling locations (upstream and downstream)



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**SECTION E: ADMINISTRATIVE CONDITIONS**

- e. Brief description of sampling and analytical methods used to measure each pollutant, temperature, flow rates, and moisture.
  - f. Description of calibration and quality assurance procedures.
  - g. Determination that the testing laboratory qualifies as an "independent testing laboratory" under Rule 304 (conflict of interest).
9. The operator shall submit a report no later than 60 days after conducting a source test, unless otherwise required by AQMD rules or equipment-specific conditions. The report shall contain the following information: [204]
- a. The results of the source test.
  - b. Brief description of the equipment tested.
  - c. Operating conditions under which the test was performed.
  - d. Method of measuring operating parameters, such as fuel rate and process weight. Process schematic diagram showing the ports and sampling locations, including the dimensions of the ducts and stacks at the sampling locations, and distances of flow disturbances, (e.g. elbows, tees, fans, dampers) from the sampling locations (upstream and downstream)
  - e. Field and laboratory data forms, strip charts and analyses.
  - f. Calculations for volumetric flow rates, emission rates, control efficiency, and overall control efficiency.
10. The operator shall, when a source test is required, provide and maintain facilities for sampling and testing. These facilities shall comply with the requirements of AQMD Source Test Method 1.1 and 1.2. [217]
11. Whenever required to submit a written report, notification or other submittal to the Executive Officer, AQMD, or the District, the operator shall mail or deliver the material to: Deputy Executive Officer, Engineering and Compliance, AQMD, 21865 E. Copley Drive, Diamond Bar, CA 91765-4182. [204]



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**SECTION F: RECLAIM Monitoring and Source Testing Requirements**

NOT APPLICABLE





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SECTION G: Recordkeeping and Reporting Requirements for RECLAIM Sources

NOT APPLICABLE



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

NONE

This section consists of a table listing all permitted equipment at the facility, facility wide requirements, all individual Permits to Construct 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.



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**SECTION I: PLANS AND SCHEDULES**

This section lists all plans approved by AQMD for the purposes of meeting the requirements of applicable AQMD rules specified below. The operator shall comply with all conditions specified in the approval of these plans.

Documents pertaining to the plan applications listed below are available for public review at AQMD Headquarters. Any changes to plan applications will require permit modification in accordance with Title V permit revision procedures.

List of approved plans:

Application	Rule
342324	1150.1

NOTE: This section does not list compliance schedules pursuant to the requirements of Regulation XXX - Title V Permits; Rule 3004(a)(10)(C). For equipment subject to a variance, order for abatement, or alternative operating condition granted pursuant to Rule 518.2, equipment specific conditions are added to the equipment in Section D or H of the permit.



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**SECTION J: AIR TOXICS**  
**[40CFR 63 Subpart AAAA 1-16-2003]**

NATIONAL EMISSION STANDARDS FOR HAZARDOUS AIR POLLUTANTS -  
MUNICIPAL SOLID WASTE LANDFILLS

- (1) The owner/operator of a municipal solid waste (MSW) landfill shall comply with all applicable requirements of 40 CFR 63, Subpart AAAA and of 40 CFR 63, Subpart A - General Provisions by the compliance date(s) that are specified in these subparts.
- (2) The owner/operator of a MSW landfill system shall comply with all applicable requirements for installation and operation of a landfill gas collection and/or control system as specified in 40 CFR 60, subpart Cc or WWW.
- (3) The operator shall keep all records pursuant to Section 63.1980 of this subpart or Subpart A to demonstrate compliance with all applicable requirements. All records including data, calculations and any supporting documentation shall be prepared in a format which is acceptable to the AQMD.
- (4) The operator shall submit all reports, notifications, plans, submittals and other communications required by Section 63.1980 of this subpart or Subpart A to the AQMD and, unless notified to the contrary by AQMD or US EPA, to US EPA Region IX (See Sections E and K of this permit for addresses).
- (5) Alternative plans, compliance plans, and the construction and operation of new or modified air pollution control equipment that are required by this subpart shall be approved through the AQMD permit system.



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**GENERAL PROVISIONS**

1. This permit may be revised, revoked, reopened and reissued, or terminated for cause, or for failure to comply with regulatory requirements, permit terms, or conditions. [3004(a)(7)(C)]
2. This permit does not convey any property rights of any sort or any exclusive privilege. [3004(a)(7)(E)]

**Permit Renewal and Expiration**

3. (A) Except for solid waste incineration facilities subject to standards under Section 129(e) of the Clean Air Act, this permit shall expire five years from the date that this Title V permit is issued. The operator's right to operate under this permit terminates at midnight on this date, unless the facility is protected by an application shield in accordance with Rule 3002(b), due to the filing of a timely and complete application for a Title V permit renewal, consistent with Rule 3003. [3004(a)(2), 3004(f)]
- (B) A Title V permit for a solid waste incineration facility combusting municipal waste subject to standards under Section 129(e) of the Clean Air Act shall expire 12 years from the date of issuance unless such permit has been renewed pursuant to this regulation. These permits shall be reviewed by the Executive Officer at least every five years from the date of issuance. [3004(f)(2)]
4. To renew this permit, the operator shall submit to the Executive Officer an application for renewal at least 180 days, but not more than 545 days, prior to the expiration date of this permit. [3003(a)(6)]

**Duty to Provide Information**

5. The applicant for, or holder of, a Title V permit shall furnish, pursuant to Rule 3002(d) and (e), timely information and records to the Executive Officer or designee within a reasonable time as specified in writing by the Executive Officer or designee. [3004(a)(7)(F)]

**Payment of Fees**

6. The operator shall pay all required fees specified in Regulation III - Fees. [3004(a)(7)(G)]

**Reopening for Cause**

7. The Executive Officer will reopen and revise this permit if any of the following circumstances occur:
  - (A) Additional regulatory requirements become applicable with a remaining permit term of three or more years. Reopening is not required if the effective date of the requirement is later than the expiration date of this permit, unless the permit or any of its terms and conditions has been extended pursuant to paragraph (f)(4) of Rule 3004.



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- (B) The Executive Officer or EPA Administrator determines that this permit contains a material mistake or that inaccurate statements were made in establishing the emissions standards or other terms or conditions of this permit.
- (C) The Executive Officer or EPA Administrator determines that the permit must be revised or revoked to assure compliance with the applicable requirements. [3005(g)(1)]

**COMPLIANCE PROVISIONS**

8. The operator shall comply with all regulatory requirements, and all permit terms and conditions, except:

- (A) As provided for by the emergency provisions of condition no. 17 or condition no. 18, or
- (B) As provided by an alternative operating condition granted pursuant to a federally approved (SIP-approved) Rule 518.2.

Any non-compliance with any federally enforceable permit condition constitutes a violation of the Federal Clean Air Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or revision; or denial of a permit renewal application. Non-compliance may also be grounds for civil or criminal penalties under the California State Health and Safety Code. [3004(a)(7)(A)]

9. The operator shall allow the Executive Officer or authorized representative, upon presentation of appropriate credentials to:
- (A) Enter the operator's premises where emission-related activities are conducted, or records are kept under the conditions of this permit;
  - (B) Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
  - (C) Inspect at reasonable times, any facilities, equipment (including monitoring and air pollution control equipment), practices, or operations regulated or required under the permit; and
  - (D) Sample or monitor at reasonable times, substances or parameters for the purpose of assuring compliance with the facility permit or regulatory requirements. [3004(a)(10)(B)]
10. All terms and conditions in this permit, including any provisions designed to limit a facility's potential to emit, are enforceable by the EPA Administrator and citizens under the federal Clean Air Act, unless the term or condition is designated as not federally enforceable. Each day during any portion of which a violation occurs is a separate offense. [3004(g)]



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11. A challenge to any permit condition or requirement raised by EPA, the operator, or any other person, shall not invalidate or otherwise affect the remaining portions of this permit. [3007(b)]
12. The filing of any application for a permit revision, revocation, or termination, or a notification of planned changes or anticipated non-compliance does not stay any permit condition. [3004(a)(7)(D)]
13. It shall not be a defense for a person in an enforcement action, including those listed in Rule 3002(c)(2), that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit, except as provided for in "Emergency Provisions" of this section. [3004(a)(7)(H)]
14. The operator shall not build, erect, install, or use any equipment, the use of which, without resulting in a reduction in the total release of air contaminants to atmosphere, reduces or conceals an emission which would otherwise constitute a violation of Chapter 3 (commencing with Section 41700) of Part 4, of Division 26 of the California Health and Safety Code or of AQMD rules. This rule shall not apply to cases in which the only violation involved is of Section 41700 of the California Health and Safety Code, or Rule 402 of AQMD Rules. [408]
15. Nothing in this permit or in any permit shield can alter or affect:
  - (A) Under Section 303 of the federal Clean Air Act, the provisions for emergency orders;
  - (B) The liability of the operator for any violation of applicable requirements prior to or at the time of permit issuance;
  - (C) The applicable requirements of the Acid Rain Program, Regulation XXXI;
  - (D) The ability of EPA to obtain information from the operator pursuant to Section 114 of the federal Clean Air Act;
  - (E) The applicability of state or local requirements that are not "applicable requirements", as defined in Rule 3000, at the time of permit issuance but which do apply to the facility, such as toxics requirements unique to the State; and
  - (F) The applicability of regulatory requirements with compliance dates after the permit issuance date. [3004(c)(3)]
16. For any portable equipment that requires an AQMD or state permit or registration, excluding a) portable engines, b) military tactical support equipment and c) AQMD-permitted portable equipment that are not a major source, are not located at the facility for more than 12 consecutive months after



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commencing operation, and whose operation does not conflict with the terms or conditions of this Title V permit: 1) the facility operator shall keep a copy of the AQMD or state permit or registration; 2) the equipment operator shall comply with the conditions on the permit or registration and all other regulatory requirements; and 3) the facility operator shall treat the permit or registration as a part of its Title V permit, subject to recordkeeping, reporting and certification requirements. [3004(a)(1)]





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**EMERGENCY PROVISIONS**

17. An emergency<sup>1</sup> constitutes an affirmative defense to an action brought for non-compliance with a technology-based emission limit only if:
- (A) Properly signed, contemporaneous operating records or other credible evidence demonstrate that:
    - (1) An emergency occurred and the operator can identify the cause(s) of the emergency;
    - (2) The facility was operated properly (i.e. operated and maintained in accordance with the manufacturer's specifications, and in compliance with all regulatory requirements or a compliance plan), before the emergency occurred;
    - (3) The operator took all reasonable steps to minimize levels of emissions that exceeded emissions standard, or other requirements in the permit; and,
    - (4) The operator submitted a written notice of the emergency to the AQMD within two working days of the time when the emissions limitations were exceeded due to the emergency. The notice shall contain a description of the emergency, any steps taken to mitigate emissions, and corrective actions taken; and
  - (B) The operator complies with the breakdown provisions of Rule 430 - Breakdown Provisions, or subdivision (i) of Rule 2004 - Requirements, whichever is applicable. [3002(g), 430, 2004(i)]
18. The operator is excused from complying with any regulatory requirement that is suspended by the Executive Officer during a state of emergency or state of war emergency, in accordance with Rule 118 - Emergencies. [118]

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<sup>1</sup> "Emergency" means any situation arising from sudden and reasonably unforeseeable events beyond the control of the operator, including acts of God, which: (A) requires immediate corrective action to restore normal operation; and (B) causes the facility to exceed a technology-based emission limitation under the permit, due to unavoidable increases in emissions attributable to the emergency; and (C) is not caused by improperly designed equipment, lack of preventative maintenance, careless or improper operation, or operator error.



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**RECORDKEEPING PROVISIONS**

19. In addition to any other recordkeeping requirements specified elsewhere in this permit, the operator shall keep records of required monitoring information, where applicable, that include:
- (A) The date, place as defined in the Title V permit, and time of sampling or measurements;
  - (B) The date(s) analyses were performed;
  - (C) The company or entity that performed the analyses;
  - (D) The analytical techniques or methods used;
  - (E) The results of such analyses; and
  - (F) The operating conditions as existing at the time of sampling or measurement. [3004(a)(4)(B)]
20. The operator shall maintain records pursuant to Rule 109 and any applicable material safety data sheet (MSDS) for any equipment claimed to be exempt from a written permit by Rule 219 based on the information in those records. [219(t)]
21. The operator shall keep all records of monitoring data required by this permit or by regulatory requirements for a period of at least five years from the date of the monitoring sample, measurement, report, or application. [3004(a)(4)(E)]

**REPORTING PROVISIONS**

22. The operator shall comply with the following requirements for prompt reporting of deviations:
- (A) Breakdowns shall be reported as required by Rule 430 - Breakdown Provisions or subdivision (i) of Rule 2004 - Requirements, whichever is applicable.
  - (B) Other deviations from permit or applicable rule emission limitations, equipment operating conditions, or work practice standards, determined by observation or by any monitoring or testing required by the permit or applicable rules that result in emissions greater than those allowed by the permit or applicable rules shall be reported within 72 hours (unless a shorter reporting period is specified in an applicable State or Federal Regulation) of discovery of the deviation by contacting AQMD enforcement personnel assigned to this facility or otherwise calling (800) CUT-SMOG.



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- (C) A written report of such deviations reported pursuant to (B), and any corrective actions or preventative measures taken, shall be submitted to AQMD, in an AQMD approved format, within 14 days of discovery of the deviation.
- (D) All other deviations shall be reported with the monitoring report required by condition no. 23. [3004(a)(5)]
23. Unless more frequent reporting of monitoring results are specified in other permit conditions or in regulatory requirements, the operator shall submit reports of any required monitoring to the AQMD at least twice per year. The report shall include a) a statement whether all monitoring required by the permit was conducted; and b) identification of all instances of deviations from permit or regulatory requirements. A report for the first six calendar months of the year is due by August 31 and a report for the last six calendar months of the year is due by February 28. [3004(a)(4)(F)]
24. The operator shall submit to the Executive Officer and to the Environmental Protection Agency (EPA), an annual compliance certification. For RECLAIM facilities, the certification is due when the Annual Permit Emissions Program (APEP) report is due and shall cover the same reporting period. For other facilities, the certification is due on March 1 for the previous calendar year. The certification need not include the period preceding the date the initial Title V permit was issued. Each compliance certification shall include:
- (A) Identification of each permit term or condition that is the basis of the certification;
- (B) The compliance status during the reporting period;
- (C) Whether compliance was continuous or intermittent;
- (D) The method(s) used to determine compliance over the reporting period and currently, and
- (E) Any other facts specifically required by the Executive Officer to determine compliance.
- The EPA copy of the certification shall be sent to: Director of the Air Division Attn: Air-3 USEPA, Region IX 75 Hawthorne St. San Francisco, CA 94105 [3004(a)(10)(E)]
25. All records, reports, and documents required to be submitted by a Title V operator to AQMD or EPA shall contain a certification of accuracy consistent with Rule 3003(c)(7) by a responsible official (as defined in Rule 3000). [3004(a)(12)]



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**PERIODIC MONITORING**

26. All periodic monitoring required by this permit pursuant to Rule 3004(a)(4)(c) is based on the requirements and justifications in the AQMD document "Periodic Monitoring Guidelines for Title V Facilities" or in case-by-case determinations documented in the Title V application file. [3004(a)(4)]



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**FACILITY RULES**

*This facility is subject to the following rules and regulations:*

With the exception of Rule 402, 473, 477, 1118 and Rules 1401 through 1420, the following rules that are designated as non-federally enforceable are pending EPA approval as part of the state implementation plan. Upon the effective date of that approval, the approved rule(s) will become federally enforceable, and any earlier versions of those rules will no longer be federally enforceable.

RULE SOURCE	Adopted/Amended Date	FEDERAL Enforceability
RULE 104	1-9-1976	Federally enforceable
RULE 106	1-9-1976	Federally enforceable
RULE 109	5-2-2003	Federally enforceable
RULE 1110.2	2-1-2008	Non federally enforceable
RULE 1113	11-8-1996	Federally enforceable
RULE 1113	7-13-2007	Non federally enforceable
RULE 1122	10-1-2004	Federally enforceable
RULE 1122	12-6-2002	Non federally enforceable
RULE 1150	10-15-1982	Non federally enforceable
RULE 1150.1	3-17-2000	Federally enforceable
RULE 1171	11-7-2003	Federally enforceable
RULE 1171	2-1-2008	Non federally enforceable
RULE 118	12-7-1995	Non federally enforceable
RULE 1303(a)(1)-BACT	12-6-2002	Non federally enforceable
RULE 1303(a)(1)-BACT	5-10-1996	Federally enforceable
RULE 1303(b)(2)-Offset	12-6-2002	Non federally enforceable
RULE 1303(b)(2)-Offset	5-10-1996	Federally enforceable
RULE 1401	3-7-2008	Non federally enforceable
RULE 1402	3-4-2005	Non federally enforceable
RULE 204	10-8-1993	Federally enforceable
RULE 217	1-5-1990	Federally enforceable
RULE 218	5-14-1999	Non federally enforceable
RULE 218	8-7-1981	Federally enforceable
RULE 219	6-1-2007	Non federally enforceable
RULE 219	9-4-1981	Federally enforceable
RULE 3002	11-14-1997	Federally enforceable
RULE 3003	11-14-1997	Federally enforceable
RULE 3003	3-16-2001	Non federally enforceable
RULE 3004(a)(4)-Periodic Monitoring	12-12-1997	Federally enforceable



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RULE SOURCE	Adopted/Amended Date	FEDERAL Enforceability
RULE 3005	11-14-1997	Federally enforceable
RULE 3005	3-16-2001	Non federally enforceable
RULE 3007	10-8-1993	Federally enforceable
RULE 304	6-9-2006	Non federally enforceable
RULE 401	11-9-2001	Non federally enforceable
RULE 401	3-2-1984	Federally enforceable
RULE 402	5-7-1976	Non federally enforceable
RULE 404	2-7-1986	Federally enforceable
RULE 407	4-2-1982	Federally enforceable
RULE 408	5-7-1976	Federally enforceable
RULE 409	8-7-1981	Federally enforceable
RULE 430	7-12-1996	Non federally enforceable
RULE 431.1	6-12-1998	Federally enforceable
RULE 431.2	5-4-1990	Federally enforceable
RULE 431.2	9-15-2000	Non federally enforceable
40CFR 60 Subpart WWW	10-17-2000	Federally enforceable
40CFR 63 Subpart AAAA	1-16-2003	Federally enforceable
40CFR 63 Subpart AAAA	4-20-2006	Federally enforceable
RULE 701	6-13-1997	Federally enforceable



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APPENDIX A: NOX AND SOX EMITTING EQUIPMENT EXEMPT FROM WRITTEN  
PERMIT PURSUANT TO RULE 219

NONE



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**APPENDIX B: RULE EMISSION LIMITS**  
**[RULE 1113 11-8-1996]**

- (1) Except as provided in paragraphs (c)(2), (c)(3), and (c)(4) of Rule 1113, the operator shall not supply, sell, offer for sale, apply, or solicit the application of, any architectural coating which, at the time of sale or manufacture, contains more than 250 grams of VOC per liter of coating (2.08 pounds per gallon), less water, less exempt compounds, and less any colorant added to tint bases, or manufacture, blend, or repackage such a coating for use within the District.
- (2) Except as provided in paragraphs (c)(3) and (c)(4) of Rule 1113, the operator shall not supply, sell, offer for sale, apply, solicit the application of, manufacture, blend, or repackage, for use within the District, any architectural coating listed in the Table of Standards which contains VOC (excluding any colorant added to tint bases) in excess of the corresponding VOC limit specified in the table, after the effective date specified.

**TABLE OF STANDARDS**

**VOC LIMITS**

**Grams of VOC Per Liter of Coating,  
Less Water And Less Exempt Compounds**

COATING	Limit*	Effective Date of Adoption	Effective 1/1/1998	Effective 1/1/1999	Effective 7/1/2001	Effective 1/1/2005	Effective 7/1/2008
Bond Breakers	350						
Clear Wood Finishes							
Varnish	350						
Sanding Sealers	350						
Lacquer	680		550			275	
Concrete-Curing Compounds	350						
Dry-Fog Coatings	400						
Fire-proofing Exterior Coatings	350	450		350			
Fire-Retardant Coatings							
Clear	650						
Pigmented	350						
Flats	250				100		50
Graphic Arts (Sign) Coatings	500						
Industrial Maintenance							





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**APPENDIX B: RULE EMISSION LIMITS**  
**[RULE 1113 11-8-1996]**

Primers and Topcoats						
Alkyds	420					
Catalyzed Epoxy	420					
Bituminous Coatings	420					
Materials						
Inorganic Polymers	420					
Vinyl Chloride Polymers	420					
Chlorinated Rubber	420					
Acrylic Polymers	420					
Urethane Polymers	420					
Silicones	420					
Unique Vehicles	420					
Japans/Faux Finishing	350	700		350		
Coatings						
Magnesite Cement Coatings	600			450		
Mastic Coatings	300					
Metallic Pigmented Coatings	500					
Multi-Color Coatings	420					
Pigmented Lacquer	680		250			
Pre-Treatment Wash Primers	780		550			
Primers, Sealers, and	350				275	
Undercoaters						
Quick-Dry Enamels	400					
Roof Coatings	300					
Shellac						
Clear	730					
Pigmented	550					
Stains	350					
Swimming Pool Coatings						
Repair	650					
Other	340					
Traffic Coatings	250					
Waterproofing Sealers	400		150			
Wood Preservatives						
Below-Ground	350					
Other	350					

\* The specified limits remain in effect unless revised limits are listed in subsequent columns in the Table of Standards



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

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**APPENDIX B: RULE EMISSION LIMITS**  
**[RULE 1113 11-8-1996]**

**TABLE OF STANDARDS (cont.)**

**VOC LIMITS**

**Grams of VOC Per Liter of Material**

COATING	Limit
Low-Solids Coating	120



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

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**APPENDIX B: RULE EMISSION LIMITS**  
**[RULE 1113 7-13-2007]**

- (1) Except as provided in paragraphs (c)(2), (c)(3), (c)(4), and specified coatings averaged under (c)(6), no person shall supply, sell, offer for sale, manufacture, blend, or repackage any architectural coating for use in the District which, at the time of sale or manufacture, contains more than 250 grams of VOC per liter of coating (2.08 pounds per gallon), less water, less exempt compounds, and less any colorant added to tint bases, and no person shall apply or solicit the application of any architectural coating within the District that exceeds 250 grams of VOC per liter of coating as calculated in this paragraph.
- (2) Except as provided in paragraphs (c)(3), (c)(4), and designated coatings averaged under (c)(6), no person shall supply, sell, offer for sale, manufacture, blend, or repackage, for use within the District, any architectural coating listed in the Table of Standards which contains VOC (excluding any colorant added to tint bases) in excess of the corresponding VOC limit specified in the table, after the effective date specified, and no person shall apply or solicit the application of any architectural coating within the District that exceeds the VOC limit as specified in this paragraph. No person shall apply or solicit the application within the District of any industrial maintenance coatings, except anti-graffiti coatings, for residential use or for use in areas such as office space and meeting rooms of industrial, commercial or institutional facilities not exposed to such extreme environmental conditions described in the definition of industrial maintenance coatings; or of any rust-preventative coating for industrial use, unless such a rust preventative coating complies with the Industrial Maintenance Coating VOC limit specified in the Table of Standards.



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

**APPENDIX B: RULE EMISSION LIMITS**  
**[RULE 1113 7-13-2007]**

**TABLE OF STANDARDS**  
**VOC LIMITS**

**Grams of VOC Per Liter of Coating,**  
**Less Water and Less Exempt Compounds**

COATING CATEGORY	Ceiling Limit*	Current Limit	Effective Date					
			1/1/03	1/1/04	1/1/05	7/1/06	7/1/07	7/1/08
Bond Breakers	350							
Clear Wood Finishes	350					275		
Varnish	350					275		
Sanding Sealers	350					275		
Lacquer	680	550			275			
Clear Brushing Lacquer	680				275			
Concrete-Curing Compounds	350						100	
Concrete-Curing Compounds For Roadways and Bridges**	350							
Dry-Fog Coatings	400						150	
Fire-Proofing Exterior Coatings	450	350						
Fire-Retardant Coatings***								
Clear	650							
Pigmented	350							
Flats	250	100						50
Floor Coatings	420		100			50		
Graphic Arts (Sign) Coatings	500							
Industrial Maintenance (IM) Coatings	420			250		100		
High Temperature IM Coatings			420					
Zinc-Rich IM Primers	420		340			100		
Japans/Faux Finishing Coatings	700	350						
Magnesite Cement Coatings	600	450						
Mastic Coatings	300							
Metallic Pigmented Coatings	500							
Multi-Color Coatings	420	250						
Nonflat Coatings	250		150			50		
Nonflat High Gloss	250		150				50	



**FACILITY PERMIT TO OPERATE**  
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**APPENDIX B: RULE EMISSION LIMITS**  
**[RULE 1113 7-13-2007]**

COATING CATEGORY	Ceiling Limit*	Current Limit	Effective Date					
			1/1/03	1/1/04	1/1/05	7/1/06	7/1/07	7/1/08
Pigmented Lacquer	680	550			275			
Pre-Treatment Wash Primers	780		420					
Primers, Sealers, and Undercoaters	350		200			100		
Quick-Dry Enamels	400		250			150	50	
Quick-Dry Primers, Sealers, and Undercoaters	350		200			100		
Recycled Coatings			250					
Roof Coatings	300		250		50			
Roof Coatings, Aluminum	500				100			
Roof Primers, Bituminous	350		350					
Rust Preventative Coatings	420		400			100		
Shellac								
Clear	730							
Pigmented	550							
Specialty Primers	350					250	100	
Stains	350		250				100	
Stains, Interior	250							
Swimming Pool Coatings								
Repair	650		340					
Other	340							
Traffic Coatings	250	150					100	
Waterproofing Sealers	400		250			100		
Waterproofing Concrete/Masonry Sealers	400					100		
Wood Preservatives								
Below-Ground	350							
Other	350							

\* The specified limits remain in effect unless revised limits are listed in subsequent columns in the Table of Standards.

\*\* Does not include compounds used for curbs and gutters, sidewalks, islands, driveways and other miscellaneous concrete areas.

\*\*\* The Fire-Retardant Coating category will be eliminated on January 1, 2007 and subsumed by the coating category for which they are formulated.



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**APPENDIX B: RULE EMISSION LIMITS**  
**[RULE 1113 7-13-2007]**

**TABLE OF STANDARDS (cont.)**  
**VOC LIMITS**

**Grams of VOC Per Liter of Material**

COATING	Limit
Low-Solids Coating	120



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

**APPENDIX B: RULE EMISSION LIMITS**  
**[RULE 1171 11-7-2003]**

(1) Solvent Requirements

A person shall not use a solvent to perform solvent cleaning operations unless the solvent complies with the applicable requirements set forth below.

SOLVENT CLEANING ACTIVITY	CURRENT LIMITS
	VOC g/l (lb/gal)
(A) Product Cleaning During Manufacturing Process Or Surface Preparation For Coating, Adhesive, Or Ink Application	
(i) General	25 (0.21)
(ii) Electrical Apparatus Components & Electronic Components	500 (4.2)
(iii) Medical Devices & Pharmaceuticals	800 (6.7)
(B) Repair and Maintenance Cleaning	
(i) General	25 (0.21)
(ii) Electrical Apparatus Components & Electronic Components	900 (7.5)
(iii) Medical Devices & Pharmaceuticals	
(A) Tools, Equipment, & Machinery	800 (6.7)
(B) General Work Surfaces	600 (5.0)



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

**APPENDIX B: RULE EMISSION LIMITS**  
**[RULE 1171 11-7-2003]**

SOLVENT CLEANING ACTIVITY	CURRENT LIMITS
	VOC g/l (lb/gal)
(C) Cleaning of Coatings or Adhesives Application Equipment	550 (4.6)
(D) Cleaning of Ink Application Equipment	
(i) General	25 (0.21)
(ii) Flexographic Printing	25 (0.21)
(iii) Gravure Printing	
(A) Publication	750 (6.3)
(B) Packaging	25 (0.21)
(iv) Lithographic or Letter Press Printing	
(A) Roller Wash – Step 1	600 (5.0)
(B) Roller Wash-Step 2, Blanket Wash, & On-Press Components	800 (6.7)
(C) Removable Press Components	25 (0.21)
(v) Screen Printing	750 (6.3)
(vi) Ultraviolet Ink/ Electron Beam Ink Application Equipment (except screen printing)	800 (6.7)





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

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**APPENDIX B: RULE EMISSION LIMITS**  
**[RULE 1171 11-7-2003]**

SOLVENT CLEANING ACTIVITY	CURRENT LIMITS
	VOC g/l (lb/gal)
(vii) Specialty Flexographic Printing	600 (5.0)
(E) Cleaning of Polyester Resin Application Equipment	25 (0.21)



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

**APPENDIX B: RULE EMISSION LIMITS**  
**[RULE 1171 2-1-2008]**

(1) Solvent Requirements

A person shall not use a solvent to perform solvent cleaning operations unless the solvent complies with the applicable requirements set forth below.

	CURRENT LIMITS*	EFFECTIVE 1/1/2008*	EFFECTIVE 1/1/2009
SOLVENT CLEANING ACTIVITY	VOC g/l (lb/gal)	VOC g/l (lb/gal)	VOC g/l (lb/gal)
(A) Product Cleaning During Manufacturing Process Or Surface Preparation For Coating, Adhesive, Or Ink Application			
(i) General	25 (0.21)		
(ii) Electrical Apparatus Components & Electronic Components	100 (0.83)		
(iii) Medical Devices & Pharmaceuticals	800 (6.7)		
(B) Repair and Maintenance Cleaning			
(i) General	25 (0.21)		
(ii) Electrical Apparatus Components & Electronic Components	100 (0.83)		



**FACILITY PERMIT TO OPERATE**  
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**APPENDIX B: RULE EMISSION LIMITS**  
**[RULE 1171 2-1-2008]**

	CURRENT LIMITS*	EFFECTIVE 1/1/2008*	EFFECTIVE 1/1/2009
SOLVENT CLEANING ACTIVITY (cont.)	VOC g/l (lb/gal)	VOC g/l (lb/gal)	VOC g/l (lb/gal)
(iii) Medical Devices & Pharmaceuticals			
(A) Tools, Equipment, & Machinery	800 (6.7)		
(B) General Work Surfaces	600 (5.0)		
(C) Cleaning of Coatings or Adhesives Application Equipment	25 (0.21)		
(D) Cleaning of Ink Application Equipment			
(i) General	25 (0.21)		
(ii) Flexographic Printing	25 (0.21)		
(iii) Gravure Printing			
(A) Publication	100 (0.83)		
(B) Packaging	25 (0.21)		
(iv) Lithographic (Offset) or Letter Press Printing			
(A) Roller Wash, Blanket Wash, & On-Press Components			
(I) Newsprint	100 (0.83)		



## FACILITY PERMIT TO OPERATE

### RIV CO., WASTE MGMT, BADLANDS LANDFILL

#### APPENDIX B: RULE EMISSION LIMITS [RULE 1171 2-1-2008]

	CURRENT LIMITS*	EFFECTIVE 1/1/2008*	EFFECTIVE 1/1/2009
SOLVENT CLEANING ACTIVITY (cont.)	VOC g/l (lb/gal)	VOC g/l (lb/gal)	VOC g/l (lb/gal)
(II) Other Substrates	500 (4.2)	100 (0.83)	
(B) Removable Press Components	25 (0.21)		
(v) Screen Printing	500 (4.2)	100 (0.83)	
(vi) Ultraviolet Ink/ Electron Beam Ink Application Equipment (except screen printing)	650 (5.4)	650 (5.4)	100 (0.83)
(vii) Specialty Flexographic Printing	100 (0.83)		
(E) Cleaning of Polyester Resin Application Equipment	25 (0.21)		

\* The specified limits remain in effect unless revised limits are listed in subsequent columns.



**FACILITY PERMIT TO OPERATE**

**RIV CO., WASTE MGMT, BADLANDS LANDFILL**

**APPENDIX B: RULE EMISSION LIMITS  
[RULE 404 2-7-1986]**

The operator shall not discharge into the atmosphere from this equipment, particulate matter in excess of the concentration at standard conditions, shown in Table 404(a). Where the volume discharged is between figures listed in the Table, the exact concentration permitted to be discharged shall be determined by linear interpolation.

For the purposes of this rule, emissions shall be averaged over one complete cycle of operation or one hour, whichever is the lesser time period.

**TABLE 404(a)**

Volume Discharged Calculated as Dry Gas At Standard Conditions		Maximum Concentration of Particulate Matter Allowed in Discharged Gas Calculated as Dry Gas at Standard Conditions		Volume Discharged Calculated as Dry Gas At Standard Conditions		Maximum Concentration of Particulate Matter Allowed in Discharged Gas Calculated as Dry Gas at Standard Conditions	
Cubic meters Per Minute	Cubic feet Per Minute	Milligrams per Cubic Meter	Grains per Cubic Foot	Cubic meters Per Minute	Cubic feet Per Minute	Milligrams per Cubic Meter	Grains per Cubic Foot
25 or less	883 or less	450	0.196	900	31780	118	0.0515
30	1059	420	.183	1000	35310	113	.0493
35	1236	397	.173	1100	38850	109	.0476
40	1413	377	.165	1200	42380	106	.0463
45	1589	361	.158	1300	45910	102	.0445
50	1766	347	.152	1400	49440	100	.0437
60	2119	324	.141	1500	52970	97	.0424
70	2472	306	.134	1750	61800	92	.0402



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## **FACILITY PERMIT TO OPERATE**

**RIV CO., WASTE MGMT, BADLANDS LANDFILL**

### **APPENDIX B: RULE EMISSION LIMITS [RULE 404 2-7-1986]**

Volume Discharged Calculated as Dry Gas At Standard Conditions		Maximum Concentration of Particulate Matter Allowed in Discharged Gas Calculated as Dry Gas at Standard Conditions		Volume Discharged Calculated as Dry Gas At Standard Conditions		Maximum Concentration of Particulate Matter Allowed in Discharged Gas Calculated as Dry Gas at Standard Conditions	
Cubic meters Per Minute	Cubic feet Per Minute	Milligrams per Cubic Meter	Grains per Cubic Foot	Cubic meters Per Minute	Cubic feet Per Minute	Milligrams per Cubic Meter	Grains per Cubic Foot
80	2825	291	.127	2000	70630	87	.0380
90	3178	279	.122	2250	79460	83	.0362
100	3531	267	.117	2500	88290	80	.0349
125	4414	246	.107	3000	105900	75	.0327
150	5297	230	.100	4000	141300	67	.0293
175	6180	217	.0947	5000	176600	62	.0271
200	7063	206	.0900	6000	211900	58	.0253
250	8829	190	.0830	8000	282500	52	.0227
300	10590	177	.0773	10000	353100	48	.0210
350	12360	167	.0730	15000	529700	41	.0179
400	14130	159	.0694	20000	706300	37	.0162
450	15890	152	.0664	25000	882900	34	.0148
500	17660	146	.0637	30000	1059000	32	.0140
600	21190	137	.0598	40000	1413000	28	.0122
700	24720	129	.0563	50000	1766000	26	.0114
800	28250	123	.0537	70000 or more	2472000 or more	23	.0100