

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



ITEM
12.1
(ID # 2678)

MEETING DATE:

Tuesday, December 6, 2016

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Agreement for Sale of Credits from the Soquel Canyon Mitigation Bank by Land Veritas Corp. To The County of Riverside for the Lamb Canyon Landfill Expansion Project - Phase 3; District 5 [\$479,700 – Waste Resources Enterprise Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) as all potentially significant effects of the Project have been adequately analyzed in the adopted Environmental Assessment/Mitigated Negative Declaration (EA/MND) No. 39652, prepared for the Lamb Canyon Landfill Solid Waste Facility Permit (SWFP) Revision project (SCH No. 2008121005); and
2. Authorize the General Manager-Chief Engineer of the Department of Waste Resources, or his designee, to execute the Agreement for purchase of 2.34 acres of credits with the Soquel Canyon Mitigation Bank, and any other documents necessary for purchase of said credits.

ACTION: Policy


Hans Kerkamp, General Manager - Chief Engineer 11/15/2016

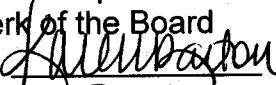
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 479,700	N/A	\$ 479,700	N/A
NET COUNTY COST	-	-	-	N/A
SOURCE OF FUNDS: Department of Waste Resources Enterprise Funds			Budget Adjustment:	No
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION: APPROVE

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione Washington and Ashley
Nays: None
Absent: Benoit
Date: December 6, 2016
xc: Waste

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

12.1 C

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

BACKGROUND:

In March 2009, the Board of Supervisors adopted EA/MND No. 39652 for the Lamb Canyon Landfill SWFP Revision project, which evaluated the Phase 3 landfill development area, as well as other improvements at the Lamb Canyon Landfill. As part of the permitting process to address potential impacts to jurisdictional waters/habitat resulting from the Phase 3 project, the Department of Waste Resources (Department) submitted applications to the California Department of Fish and Wildlife (CDFW), the U.S. Army Corps of Engineers (USACE), and the Santa Ana Regional Water Quality Control Board (RWQCB).

The Department obtained the necessary permits/agreements from the CDFW, USACE, and the RWQCB, and as part of the permit/agreement conditions, in addition to the on-going restoration/enhancement activities within the Lamb Canyon Conservation Area (LCCA), the Department is required to purchase 2.34 acres of mitigation bank credits from the Soquel Canyon Mitigation Bank for enhancement of ephemeral waters of the United States and of adjacent upland buffer and riparian buffer. As such, the Department proposes to purchase 2.34 acres of mitigation credits with the Soquel Canyon Mitigation Bank to satisfy the CDFW, USACE, and RWQCB permit/agreement requirements.

California Environmental Quality Act (CEQA) Findings

Entering into a purchase agreement with Soquel Canyon Mitigation Bank will not result in any direct or indirect environmental impacts. Furthermore, impacts resulting from the development of Phase 3 at the Lamb Canyon Landfill have been fully analyzed in an earlier adopted EA/MND No. 39652 (SCH No. 2008121005), and have been avoided or mitigated to less than significant pursuant to that earlier EA/MND. Based upon the findings incorporated therein, the Board of Supervisors adopted the EA/MND and Mitigation Monitoring Program, which were approved on March 17, 2009, Agenda Item No. 12.4. The Project will not result in any new significant environmental effects not identified in the adopted EA/MND; the actions will not substantially increase the severity of the environmental effects identified in the EA/MND; and no additional mitigation measures have been identified. As a result, no further environmental documentation is required pursuant to the provisions of the California Environmental Quality Act (Public Resources Code, § 21000 et seq.).

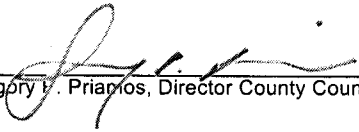
A Notice of Determination (NOD) will be filed with the County Clerk upon Project approval.


Impact on Residents and Businesses

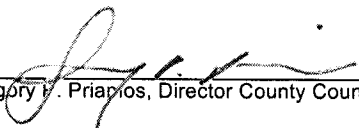
Purchase of mitigation bank credits will not impact residents or businesses.

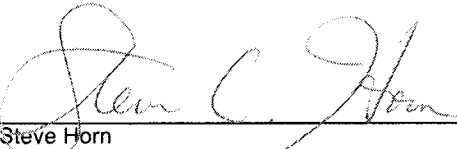
ATTACHMENT A. Purchase Agreement

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


Gregory V. Priamos, Director County Counsel 11/15/2016


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Gregory V. Priamos, Director County Counsel 11/15/2016


Steve Horn 11/28/2016

**AGREEMENT FOR SALE OF CREDITS FROM THE SOQUEL CANYON MITIGATION
BANK BY LAND VERITAS CORP. TO THE COUNTY OF RIVERSIDE FOR THE
LAMB CANYON LANDFILL EXPANSION PROJECT – PHASE 3**

**USACE IP SPL-2010-00535-SME
RWQCB File No. 332010-17
CDFW SAA 1600-2010-0084-R6**

This Agreement is entered into this 12th day of December, 2016, by and between the Land Veritas Corp. (Bank Sponsor) and the County of Riverside (Project Proponent), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Sponsor has developed the Soquel Canyon Mitigation Bank (Bank) located in San Bernardino and Orange Counties, California; and

B. The Bank was developed pursuant to a Bank Enabling Instrument (BEI) entered into by and between Bank Sponsor, Land Veritas I, LLC, the U.S. Army Corps of Engineers (USACE), the U.S. Environmental Protection Agency (EPA), the Santa Ana Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Wildlife (CDFW); and

C. Project Proponent is seeking to implement the Lamb Canyon Landfill Expansion Project – Phase 3, described on Exhibit "A" attached hereto (Project), which would impact Waters of the United States and Waters of the State thereon, and seeks to compensate for such impacts by purchasing Credits in the Bank from Bank Sponsor; and

D. Project Proponent has been authorized by the USACE IP SPL 2010-00535-SME, RWQCB File No. 332010-17, and the CDFW Streambed Alteration Agreement 1600-2010-0084-R6 to purchase Credits in the Bank from the Bank Sponsor to compensate for impacts to 1.167 acres of Waters of the United States and 2.739 acres of Waters of the State; and

E. Project Proponent desires to purchase from Bank Sponsor and Bank Sponsor desires to sell to Project Proponent 2.34 acres of 1600 Ephemeral Riparian Enhancement / 401/404 Ephemeral Stream System Credits in the Bank.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Subject to the terms and conditions herein, Bank Sponsor agrees to sell to Project Proponent and Project Proponent agrees to purchase from Bank Sponsor 2.34 acres of 1600 Ephemeral Riparian Enhancement / 401/404 Ephemeral Stream System Credits (Credits) from the Bank for the purchase price of \$479,700. The purchase price for said Credits shall be paid by cashier's check or equivalent. The Parties shall mutually agree to a "Closing Date" by which the Credit sale transaction shall be completed, which shall be no later than sixty (60) calendar days after execution of this Agreement, but in no event later than the date that is December 31, 2016. On the Closing Date, Project Soquel Canyon Mitigation Bank

Proponent shall pay the purchase price specified above to Bank Sponsor, according to written instructions by Bank Sponsor, and Bank Sponsor shall then deliver to Project Proponent evidence that the Credits have been allocated to the Project by an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". Bank Sponsor agrees to use the \$479,700 payment received from Project Proponent for enhancement of ephemeral waters of the United States and of adjacent upland buffer and riparian buffer.

2. The sale and transfer herein is not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits sold, or the Bank. Pursuant to the BEI and any amendments thereto, Bank Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Proponent shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.

5. Project Proponent must exercise its right to purchase the Credits within 60 days after execution of this Agreement. After the 60 day period, this Agreement will be considered null and void.

6. Upon purchase of the Credits specified in paragraph 1 above, the Bank Sponsor shall submit to the parties listed in the Notices section of the BEI, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger.

7. Bank Sponsor agrees to and shall indemnify and hold harmless the County of Riverside, its agencies, districts, and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused by any actual negligence, or willful misconduct of Bank Sponsor, its directors, officers, partners, employees, agents or representatives or any person or organization for whom Bank Sponsor is responsible, arising out of or from the performance of services under this Agreement. This duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by any actual negligence or willful misconduct of Indemnitees.

8. All representations, warranties, and covenants embodied in this Agreement shall survive the transfer of the Credits hereunder.

9. Any notice or other written communication given pursuant to this Agreement shall be delivered to the other Party by first class U.S. mail, certified or registered U.S. mail or facsimile mail with mailed copy as follows:

Project Proponent: County of Riverside
c/o Riverside County Department of Waste Resources
Attn:
14310 Frederick Street
Moreno Valley, CA 92553
Telephone: (951) 486-3200
Facsimile: (951) 486-3205

Bank Sponsor : Land Veritas Corp.
Attn: Tracey Brownfield
1001 Bridgeway #246
Telephone: (415) 729-3734
Facsimile: (415) 534-0950

10. It is agreed that all understandings and agreements heretofore had between the Parties respecting the transactions contemplated by this Agreement are merged in this Agreement, which fully and completely expresses the agreement of the Parties. There are no representations, warranties, or agreements except as specified and expressly set forth herein, in the exhibits annexed hereto, or to be set forth in the instruments or other documents delivered or to be delivered hereunder.

11. Any corporation signing this Agreement, and each agent, officer, director, or employee signing on behalf of such corporation, but in his or her individual capacity, represents and warrants that said Agreement is duly authorized by and binding upon said corporation, duly adopted by said Board of Directors and transcribed in full in the minutes of said corporation. Any individual signing this Agreement on behalf of a partnership or business entity other than a corporation represents that such other entity has power and authority to enter into this Agreement, and by such person's act is bound hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

BANK SPONSOR

LAND VERITAS CORP.

By: _____

Name: H. Tracey Brownfield
Its: President

PROJECT PROPONENT

Riverside County Department of Waste Resources

By: _____

Name: Hans Kernkamp
Title: General Manager-Chief Engineer

COUNTY OF RIVERSIDE

By: _____

Chairman, Board of Supervisors
JOHN J. BENOIT

ATTEST:

By: _____

Clerk of the Board

KECIA HARPER-IHEM

Approved as to Form:

By: _____

County Counsel

EXHIBIT "A"

DESCRIPTION OF PROJECT TO BE MITIGATED

Name of Project:

Lamb Canyon Landfill Expansion Project – Phase 3

Project Location:

Lamb Canyon Landfill
16411 Lamb Canyon Road, Beaumont, CA, 92223

Permitting Agency(ies) File/Tracking Number:

USACE IP SPL-2010-00535-SME

RWQCB File No. 33210-17

CDFW SAA 1600-2010-0084-R6

Project Description:

The Riverside County Department of Waste Resources will conduct landfill operations and supporting activities within the 202.2-acre Phase 3 Site at the Lamb Canyon Landfill. The Lamb Canyon Landfill Phase 3 expansion project includes activities typical of a landfill operation including, but not limited to, liner construction, drainage improvements, dirt management, air/water monitoring, waste processing/recycling, and waste disposal.

EXHIBIT "B"

BILL OF SALE

USACE IP SPL-2010-00535-SME

RWQCB File No. 332010-17

CDFW SAA 1600-2010-0084-R6

In consideration of \$479,700, receipt of which is hereby acknowledged, Land Veritas Corp.(Bank Sponsor) does hereby sell and transfer to the County of Riverside 2.34 acres of 1600 Ephemeral Riparian Enhancement / 401/404 Ephemeral Stream System Credits in the Soquel Canyon Mitigation Bank in San Bernardino and Orange Counties, California, developed, and approved under the authority of the United States Army Corps of Engineers and/or California Department of Fish and Wildlife associated the Project described in Attachment 1. Bank Sponsor agrees to use the \$479,700 payment received from Project Proponent for enhancement of ephemeral waters of the United States and of adjacent upland buffer and riparian buffer.

Bank Sponsor represents and warrants that it has good title to the Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Sponsor covenants and agrees with the buyer to warrant and defend the sale of the Credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

Land Veritas Corp.

By: _____

Name: H. Tracey Brownfield

Its: President

ATTACHMENT 1

**SOQUEL CANYON MITIGATION BANK
PAYMENT RECEIPT**

PROJECT PROPONENT INFORMATION

Applicant: Riverside County Department of Waste Resources
Ryan Ross
14310 Frederick Street
Moreno Valley, CA 92553
951-486-3280

PROJECT INFORMATION

Project Name: Lamb Canyon Landfill Expansion Project –
Phase 3

Project Location: Lamb Canyon Landfill
16411 Lamb Canyon Road, Beaumont, CA

Agency File/Tracking Number: USACE IP SPL-2010-00535-SME
RWQCB File No. 332010-17
CDFW SAA 1600-2010-0084-R6

Species/Habitat Affected: Non-wetland waters, unvegetated ephemeral
streambed habitat, desert olive scrub, Mexican
elderberry woodland, mule fat scrub, tamarisk
scrub

Credits to be Transferred: 2.34 acres of 1600 Ephemeral Riparian
Enhancement / 401/404 Ephemeral Stream
System Credits

PAYMENT INFORMATION

Payee: Land Veritas Corp.
Payer:
Amount:

Method of payment:
Check No. _____

Received by: Land Veritas Corp.
Soquel Canyon Mitigation Bank

By:

H. Tracey Brownfield
President

Date:
