

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



ITEM
12.2
(ID # 7869)

MEETING DATE:

Tuesday, September 25, 2018

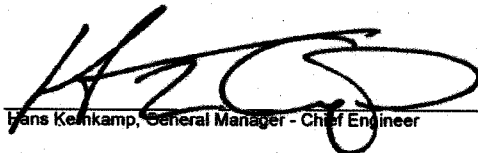
FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve Amendment No. 2 to the Anza Transfer Station Master Lease and Approve Amendment No.1 to the Idyllwild Transfer Station and Operations Agreement for Pinyon Flats Transfer Station (Amendments), between the County of Riverside and CR&R Incorporated, District 3 [\$0 -Department of Waste Resources Enterprise Funds], (CEQA Exempt)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) (General Rule for Exemption), and categorically exempt pursuant to Section 15301 (Existing Facilities); and
2. Approve Amendment No. 2 to the Anza Transfer Station Master Lease between CR&R Inc. and the County of Riverside (COUNTY); and
3. Approve Amendment No. 1 to Idyllwild Transfer Station Master Lease and Operations Agreement for Pinyon Flats Transfer Station between CR&R Inc. and the COUNTY; and
4. Authorize the Chairman to execute the Amendments to the Agreements on behalf of the COUNTY; and
5. Direct the Department of Waste Resources to file the Notice of Exemption (NOE) with the County Clerk upon approval of the Project.

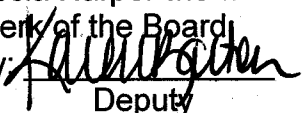
ACTION: Policy


Hans Keenkamp, General Manager - Chief Engineer 8/29/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: September 25, 2018
xc: Waste

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Waste Resources Enterprise Fund			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

COUNTY entered into lease agreements with USA Waste of California (USA Waste) for operation of the Idyllwild and Anza Transfer Stations on April 11, 2000, and June 16, 2009, respectively. On October 6, 2015, CR&R Inc. acquired the exclusive rights for waste disposal services in Franchise Area 8 from USA Waste for the Anza, Idyllwild, and Pinyon Flats Master Leases.

As part of the Franchise Area 8 rate adjustment, approved by the Board of Supervisors on June 19, 2018, CR&R Inc. agreed to provide additional services at the Anza and Idyllwild Transfer Stations.

Anza Transfer Station

- Hold an annual week long community clean-up event.

Idyllwild Transfer Station

- Operate an Anti-freeze, Battery, Oil, and Paint (ABOP) collection center.
- Hold a minimum of two (2) tire collection events annually.
- Hold an annual week long community clean-up event.
- Provide trash service at designated Snow Play areas during winter months.

Amendments to the Master Leases for the Anza and Idyllwild Transfer Stations have been prepared to account for these new services.

Prev. Agn. Ref.: M.O. 10.3 of 04/11/00
M.O. 12.2 of 06/16/09
M.O. 12.3 of 10/06/15
M.O. 9.2 of 06/19/18

California Environmental Quality Act (CEQA) Findings

The Project is exempt from CEQA pursuant to the State CEQA Guidelines Sections 15061(b)(3) (General Rule for Exemption), and categorically exempt pursuant to Section 15301 Existing Facilities. The Project contemplated in this Form 11 involves approval of lease amendments.

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The additional services contemplated in the lease amendments involve activities typically associated with an active transfer station. This Project would not have a direct, indirect, or cumulatively significant effect on the environment. A NOE to this effect will be filed with the County Clerk upon Project approval.

Impact on Residents and Businesses

The Project will provide added benefits to residents using the Transfer Stations by offering additional services such as clean-up events, ABOP and tire collection services.

ATTACHMENTS

- ATTACHMENT A. CEQA NOE 18-04**
- ATTACHMENT B. Anza Transfer Station Master Lease Amendment No. 2**
- ATTACHMENT C. Idyllwild Transfer Station Master Lease Amendment No. 1 and Operations Agreement for Pinyon Flats Transfer Station**



Jason Farin, Senior Management Analyst

9/18/2018



Gregory V. Priamos, Director County Counsel

9/11/2018



Hans W. Kernkamp, General Manager-Chief Engineer

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on _____

Date

Initial

NOTICE OF EXEMPTION

DATE: August 22, 2018

TO: County Clerk, County of Riverside

PROJECT CASE NO/TITLE: NOE 18-04: Anza and Idyllwild Transfer Stations Lease Amendments

PROJECT LOCATION: Anza and Idyllwild Transfer Stations (TS):
40329 Terwilliger Road, Anza, CA 92539
28100 Saunders Meadow Road, Idyllwild, CA

PROJECT DESCRIPTION: The proposed project will amend the associated leases for the Anza and Idyllwild TS allowing for additional clean up, collection, and disposal services.

PUBLIC AGENCY APPROVING PROJECT: County of Riverside (County)

PROJECT SPONSOR: Riverside County Department of Waste Resources (RCDWR)

The Project is exempt from the provisions of CEQA, specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of categorical exemptions as detailed under State CEQA Guidelines section 15300.2. The Project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments and instead will improve the environment once the Project is completed. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create a direct or reasonably foreseeable indirect physical environmental impact.

EXEMPT STATUS:

- Ministerial
- Declared Emergency
- Emergency Project
- Statutory Exemption
- Categorical Exemption: **Section 15301, Existing Facilities**
- Other Exemption: **Section 15061(b)(3), General Rule Exemption**

REASONS FOR EXEMPTION:

Section 15061(b)(3), General Rule Exemption

The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

This project is exempt under Section 15061(b)(3) because:

The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant adverse effect on the environment. The additional services provided for in the lease amendment, allow materials that are already entering the waste stream such as tires and ABOP, to be targeted and collected. These additional services, including clean

up events, allow residents more opportunity to properly dispose of items, which is beneficial to the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant adverse effect on the environment, the activity is not subject to CEQA. As such, the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm'n* (2007) 41 Cal.4th 372.

Section 15301, Existing Facilities

This exemption covers the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

This project is exempt under Section 15301 because:

The proposed Project involves amendments to the Anza and Idyllwild TS lease agreements. The lease amendment proposes additional clean up, Antifreeze, Batteries, Oil, and Paint (ABOP) collection, and disposal services at one or more of these locations.

The additional services contemplated in the lease amendments involve activities typically associated with an active transfer station and represents a negligible expansion of existing uses, as these materials (tires, ABOP, etc.) are already entering the TS co-mingled with municipal solid waste. Therefore, the project as proposed meets the scope and intent of the Class 1 Categorical Exemption.

FINDINGS:

- 1) Based upon the identified exemptions and justifications above, the RCDWR, on behalf of the County, hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.
- 2) The proposed Project is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), and categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301.
- 3) It can be seen with certainty that there is no possibility that this Project would have a direct, indirect, or cumulatively significant effect on the environment; therefore, the Project is exempt from the provisions of CEQA.

If there are any questions regarding the above matter, please contact the Project sponsor at (951) 486-3200.

**Hans Kernkamp, General Manager - Chief Engineer
Riverside County Department of Waste Resources**

By: *Kinika Hesterly*
Kinika Hesterly

Title: Urban/Regional Planner IV

Date: August 22, 2018

**Amendment No. 1 to the Master Lease for the Idyllwild Transfer Station
and Operations Agreement for the Pinyon Flats Transfer Station**

This Amendment No. 1 to the Master Lease for the Idyllwild Transfer Station and Operations Agreement for the Pinyon Flats Transfer Station ("FIRST AMENDMENT") is made and entered into this 25th day of September 2018, by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Waste Resources, as Lessor ("COUNTY") and CR&R Incorporated, a California corporation, as Lessee ("LESSEE"), sometimes collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, COUNTY entered into that certain MASTER LEASE and OPERATIONS AGREEMENT with Waste Management of the Inland Empire ("USA WASTE"), dated April 11, 2000, pursuant to which COUNTY had agreed to lease to USA WASTE and USA WASTE had agreed to lease from COUNTY the Idyllwild Transfer Station ("FACILITY"), as more particularly described in the MASTER LEASE/OPERATIONS AGREEMENT; and

WHEREAS, the Term of said MASTER LEASE/OPERATIONS AGREEMENT commenced on April 11, 2000, for a term concurrent with the County Franchise Agreement for Waste Collection in Area 8; and

WHEREAS, LESSEE acquired the exclusive rights for waste disposal services in Franchise Area 8 from USA WASTE on October 6, 2015, which resulted in the assignment of the MASTER LEASE/OPERATIONS AGREEMENT from USA WASTE to LESSEE; and

WHEREAS, COUNTY and LESSEE desire to amend the MASTER LEASE/OPERATIONS AGREEMENT to provide additional operational services at the FACILITY; and

WHEREAS, the MASTER LEASE/OPERATIONS AGREEMENT together with this FIRST AMENDMENT are collectively referred to herein as the "LEASE"; and

WHEREAS, the Parties now desire to amend the Lease to add subsections (g), (h), (i), (j), and (k) to Section 2 of the MASTER LEASE/OPERATIONS AGREEMENT.

NOW, THEREFORE, in consideration of the matters recited above and of the mutual covenants hereinafter contained and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 2 of the MASTER LEASE is hereby amended by adding subsections (g),(h),(i),(j) and (k) as follows:

(g) LESSEE shall operate a household hazardous waste (HHW) collection site ("HHW Collection Site") at the FACILITY. The LESSEE shall pay for operations and disposal costs of the HHW. This HHW Collection Site will collect antifreeze, batteries, oil and paint ("ABOP") only. The LESSEE shall accept up to 15 gallons of liquid waste or a total of 125 pounds with multiple trips allowed. The HHW Collection Site will be open during the third weekend of each calendar month—a total of twelve weekends per year. The ABOP shall only be for residential waste. Proof of residency will be required prior to using the ABOP. Proof of residency will be in the form of a valid picture identification and a recent utility bill showing residence in the Idyllwild area. In order to accept oil-based paint, LESSEE agrees to participate in the California Architectural Paint Stewardship Program Plan prepared by Paint Care, as approved by California Department of Resources Recycling and Recovery on July 19, 2012, with amendments or corrections from time to time, referred to herein as the "Paint Care" program.

LESSEE shall provide total estimated weights for all ABOP material and Paint Care material collected to the COUNTY no later than July 30th of each fiscal year the agreement is in effect. The total estimated weights for all ABOP material and Paint Care material shall include the period of July

1st of the previous year to June 30th of the current year. This information is needed for the COUNTY's State reporting requirements (DTSC Form 303).

LESSEE will implement a program to prevent hazardous materials from being disposed of in the bins and being brought to the landfill, referred to herein as the "Load Check" program. The Load Check program shall be a written program and include at a minimum the number of loadchecks performed, a secured location for the storage of prohibited waste removed during the loadchecking process, records of loadchecks and the training of personnel in the recognition, proper handling, and disposition of prohibited waste. The load check program shall be managed in accordance with CCR Title 14, Chapter 3 Section 17409.5 and Riverside County Ordinance No. 779 Section 5. LESSEE shall transfer any non-ABOP type hazardous waste received and generated at this site and identified through its load check program with no charge to a COUNTY facility permitted to accept non-ABOP type hazardous waste. ABOP materials generated at the site or identified during load checking activities shall be the responsibility of LESSEE. LESSEE shall be responsible for providing staff at the FACILITY. LESSEE shall allow periodic, unannounced site inspections by COUNTY personnel to confirm LESSEE's compliance with the Load Check program.

(h) LESSEE will be responsible for staffing the entire FACILITY, maintaining the spare parts inventory, supplying consumables, providing mobile operations equipment, transferring residue, and providing all other accommodations. Furthermore, with the exception of COUNTY reviews for contract compliance, the LESSEE shall secure, pay for and maintain all certificates, permits, government fees, licenses, and Local Enforcement Agency charges and any other inspections necessary for the operation of the FACILITY ("APPROVALS"). COUNTY shall take all actions as appropriate to assist and coordinate with LESSEE in LESSEE'S efforts to secure and maintain the APPROVALS. The LESSEE will be responsible for all costs associated with the operations including but not limited to accounting, purchasing, payroll, personnel, and material marketing functions and general administrative overhead costs. In addition the LESSEE will be responsible for all costs of electricity, water, and other utilities required for operations. The LESSEE will also pay for all taxes relating to the operation of the FACILITY.

(i) LESSEE shall sponsor and pay for at least 2 tire events (maximum of 6 bins each) on an annual basis ("Tire Events"). LESSEE shall use its best efforts to advertise each event within the community. COUNTY shall have the option to direct LESSEE to place any of the 12 bins for tires in locations determined by COUNTY to be advantageous for use in COUNTY'S illegal dumping program. The Tire Events shall be for residential customers only and proof of residency will be required. Proof of residency will be in the form of a valid picture identification and a recent utility bill showing residence in the Idyllwild area. Bins may also be staged at the FACILITY to fulfill this requirement, subject to COUNTY approval.

(j) LESSEE shall provide one annual community clean-up at the FACILITY. The clean-up event will require the FACILITY to be open to the public all seven days during one week in the calendar year. The FACILITY will operate during normal working hours during each day (including Tuesday and Wednesday). Section 2(b) of the MASTER LEASE/OPERATIONS AGREEMENT is not applicable to the seven day clean-up event described in this section.

(k) LESSEE shall coordinate with COUNTY to provide trash service at designated snow play areas during winter months (i.e. November – March), referred to herein as the "Pilot Program". Parameters of the Pilot Program include the following:

- (1) LESSEE and COUNTY will identify and designate up to a maximum of three snow play areas.
- (2) Once locations are agreed upon and selected, LESSEE will provide one three cubic yard trash bin at each location.
- (3) Each trash bin will have a locking mechanism allowing lids to be locked when not in use.
- (4) LESSEE will unlock bins at designated snow play areas on Saturday mornings and return on Monday mornings to service and re-lock each bin.

After one full year of implementation, LESSEE and COUNTY will evaluate cost and effectiveness of the Pilot Program. The Pilot Program may be modified or discontinued upon agreement of both COUNTY and LESSEE.

2. The persons executing this First Amendment hereby warrant and represent that they have the authority to execute this First Amendment and have the authority to bind the respective Parties to this First Amendment.

3. First Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the LEASE, as heretofore amended. The provisions of the FIRST AMENDMENT shall prevail over any inconsistency or conflicting provisions of the LEASE, as heretofore amended, and shall supplement the remaining provisions thereof.

4. Miscellaneous. Except to the extent modified by this First Amendment, all other terms and conditions of the MASTER LEASE/OPERATIONS AGREEMENT remain in full force and effect as originally written. Time is of the essence in this FIRST AMENDMENT and the LEASE and each and all of their respective provisions. Subject to the provisions of the LEASE as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this FIRST AMENDMENT or the LEASE shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the LEASE and all such other provisions shall remain in full force and effect. The language in all parts of the LEASE shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or LESSEE. Neither this FIRST AMENDMENT, nor the MASTER LEASE, nor any notice nor memorandum regarding the terms hereof, shall be recorded by LESSEE.

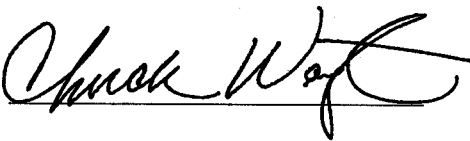
IN WITNESS WHEREOF, this Amendment No. 1 to the MASTER LEASE/OPERATIONS AGREEMENT has been executed and is effective on the date the Board of Supervisors takes action on it.

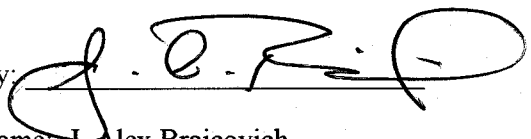
COUNTY OF RIVERSIDE, ON BEHALF
OF DEPARTMENT OF WASTE RESOURCES,
a political subdivision of the State of California

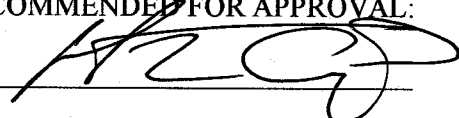
CR&R INCORPORATED
11292 Western Avenue
Stanton, CA 90680

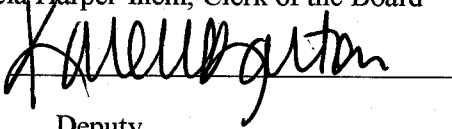
Dated: SEP 25 2018

Dated: 8-27-18

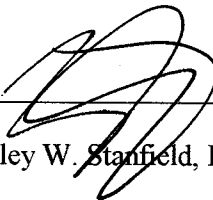
By: 
Chuck Washington
Chairman, Board of Supervisors

By: 
Name: J. Alex Braicovich
Its: Senior Regional V. P.

RECOMMENDED FOR APPROVAL:
By: 
Hans Kernkamp, General Manager-Chief Engineer

ATTEST:
Kecia Harper-Ihem, Clerk of the Board
By: 
Deputy

(Seal)
APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
Wesley W. Stanfield, Deputy County Counsel

Amendment No. 2 to the
Anza Transfer Station Master Lease

This Amendment No. 2 to the Master Lease for the Anza Transfer Station ("SECOND AMENDMENT") is made and entered into this 25th day of September, 2018, by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Waste Resources, as Lessor ("COUNTY") and CR&R Incorporated, a California corporation, as Lessee ("LESSEE"), sometimes collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, COUNTY entered into that certain MASTER LEASE with Waste Management of the Inland Empire ("USA WASTE"), dated June 16, 2009, pursuant to which COUNTY had agreed to lease to USA WASTE and USA WASTE had agreed to lease from COUNTY the Anza Transfer Station ("FACILITY"), as more particularly described in the MASTER LEASE; and

WHEREAS, LESSEE acquired the exclusive rights for waste disposal services in Franchise Area 8 from USA WASTE on October 6, 2015, which resulted in the assignment of the MASTER LEASE from USA WASTE to LESSEE; and

WHEREAS, COUNTY and LESSEE executed Amendment No. 1 to the MASTER LEASE ("FIRST AMENDMENT") on October 6, 2015, which extended the Term and provided for additional operational services; and

WHEREAS, the MASTER LEASE and FIRST AMENDMENT, together with this SECOND AMENDMENT, are collectively referred to herein as the "LEASE"; and

WHEREAS, the Parties now desire to amend the Lease to add subsection (i) to Section 2 of the MASTER LEASE.

NOW, THEREFORE, in consideration of the matters recited above and of the mutual covenants hereinafter contained and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 2 of the MASTER LEASE is hereby amended by adding subsection (i) as follows:
 - (i) LESSEE shall provide one annual community clean-up at the FACILITY. The clean-up event will require the FACILITY to be open to the public all seven days during one week in the calendar year. The FACILITY will operate during normal working hours during each day. Section 2(b) of the MASTER LEASE is not applicable to the seven day clean-up event described in this section.
2. The persons executing this Second Amendment hereby warrant and represent that they have the authority to execute this Second Amendment and have the authority to bind the respective Parties to this Second Amendment.
3. Second Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the LEASE, as heretofore amended. The provisions of the SECOND AMENDMENT shall prevail over any inconsistency or conflicting provisions of the LEASE, as heretofore amended, and shall supplement the remaining provisions thereof.
4. Miscellaneous. Except to the extent modified by this Second Amendment, all other terms and conditions of the MASTER LEASE and FIRST AMENDMENT remain in full force and effect as originally written. Time is of the essence in this SECOND AMENDMENT and the LEASE and each and all of their respective provisions. Subject to the provisions of the LEASE as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this SECOND AMENDMENT or the LEASE shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the LEASE and all such other provisions

shall remain in full force and effect. The language in all parts of the LEASE shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or LESSEE. Neither this SECOND AMENDMENT, nor the MASTER LEASE OR FIRST AMENDMENT, nor any notice nor memorandum regarding the terms hereof, shall be recorded by LESSEE.

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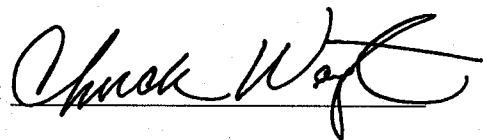
IN WITNESS WHEREOF, this Amendment No. 2 to the MASTER LEASE has been executed and is effective on the date the Board of Supervisors takes action on it.

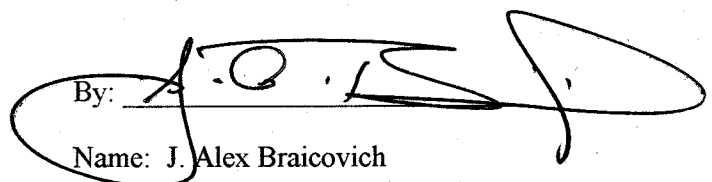
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OF DEPARTMENT OF WASTE RESOURCES,
a political subdivision of the State of California

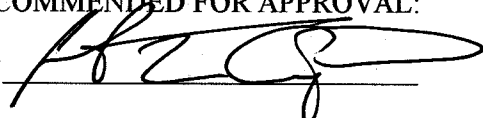
CR&R INCORPORATED
11292 Western Avenue
Stanton, CA 90680

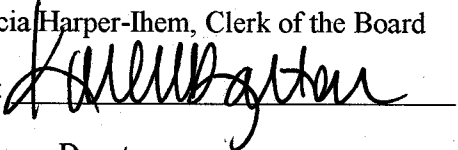
Dated: SEP 25 2018

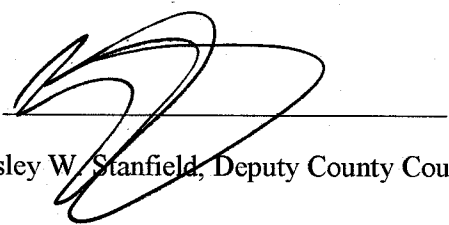
Dated: 8-27-18

By: 
Chuck Washington
Chairman, Board of Supervisors

By: 
Name: J. Alex Braicovich
Its: Senior Regional V. P.

RECOMMENDED FOR APPROVAL:
By: 
Hans Kernkamp, General Manager-Chief Engineer

ATTEST:
Kecia Harper-Ihem, Clerk of the Board
By: 
Deputy

(Seal)
APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel
By: 

Wesley W. Stanfield, Deputy County Counsel