

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



ITEM
12.1
(ID # 9268)

MEETING DATE:

Tuesday, March 26, 2019

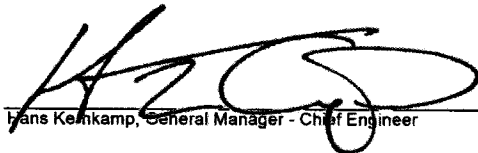
FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approval of the Termination Agreement for the B.P. John Wood Waste Grinding Facility. District 5. [\$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) (Common Sense Exemption), and categorically exempt pursuant to Section 15301 (Existing Facilities); and
2. Approve the Termination Agreement (Agreement) with Edward Metzler, thereby terminating the Site Closure/Clean-up Agreement for the B.P. John Facility, dated August 20, 1999; and
3. Authorize the Chairman of the Board to execute the Agreement on behalf of the County; and
4. Direct the Department of Waste Resources (Department) to file the Notice of Exemption (NOE) with the County Clerk upon approval of the Project.


ACTION: Policy


Hans Kemkamp, General Manager - Chief Engineer 3/14/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 26, 2019

Kecia Harper
Clerk of the Board
By 
Deputy
12.1

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

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

Conditional Use Permit (CUP) No. 3169 was issued by the County of Riverside (County) to Ed Metzler, former owner/operator of the B.P. John Wood Waste Grinding Facility (Facility) on June 29, 1993 (M.O. 1.12), with a revision approved on February 11, 2003 (M.O. 1.4). As a condition of the approval for the CUP, County and Mr. Metzler entered into an Operations Agreement on May 24, 1994 (M.O. 3.50), and a Site Closure/Clean-up Agreement on August 20, 1999, collectively referred to as the "AGREEMENTS", which required Mr. Metzler to deposit \$50,000 in a certificate of deposit account, payable to and for the benefit of the County to ensure full and complete clean-up of the Facility upon cessation of permitted operations.

The Facility is located at 28700 Matthews Road, formerly within the Romoland community of unincorporated Riverside County, now located within the jurisdictional limits of the City of Menifee (City). CUP No. 3169 expired on January 30, 2018, and on August 24, 2018, Mr. Metzler sold his business. The new owner of the Facility is solely responsible for processing new land-use entitlements for the Facility with the City and shall be subject to any conditions of approval the City shall impose upon the land use permit. As such, the County and Mr. Metzler have decided to terminate the AGREEMENTS, thereby releasing the deposited funds back to Mr. Metzler, under the terms and conditions as set forth in the Termination Agreement.

Prev. Agn. Ref.: M.O. 1.12 of June 29, 1993
M.O. 3.50 of May 24, 1994
M.O. 1.4 of February 11, 2003

CEQA Findings

The Project is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that there is no possibility that approval of the Termination Agreement (Project) would have a direct, indirect, or cumulatively significant effect on the environment; therefore, the activity is exempt under CEQA. The Project involves the cancellation of agreements related County condition of approval for a facility that is no longer within the County's jurisdiction, and does not have an active CUP issued by the County. The Facility is located within the City, and is subject to City land-use rules and conditions.

Furthermore, the Project is found to be categorically exempt pursuant to State CEQA

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

Guidelines, Section 15301 (Existing Facilities) because the proposed Project simply terminates agreements for an existing facility, for which the County no longer has jurisdiction. The Project does not involve any expansion of uses at the Facility.

A NOE to this effect will be filed by the Department with the County Clerk upon Project approval.

Impact on Residents and Businesses

No impacts to residents or businesses are anticipated, as the Project does not impact the operation of the Facility. The Facility is subject to land-use rules and conditions of the City, and will continue to be inspected by the Local Enforcement Agency (LEA).

ATTACHMENT A. Termination Agreement

ATTACHMENT B. CEQA NOE 19-03



Jason Farin, Senior Management Analyst

3/18/2019



Gregory V. Priamos, Director County Counsel

3/14/2019



Hans W. Kernkamp, General Manager-Chief Engineer

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

Via Waste

Date

Initial

NOTICE OF EXEMPTION

DATE: March 7, 2019

TO: County Clerk, County of Riverside

PROJECT CASE NO/TITLE: NOE 19-03 – Termination Agreement for BP John Wood Waste Grinding Facility (Facility)

PROJECT LOCATION: The Facility is located at 28700 Matthews Road, within the jurisdictional limits of the City of Menifee (City).

PROJECT DESCRIPTION: The Project involves approval of the Termination Agreement which would cancel County agreements related to the Facility (Project).

PUBLIC AGENCY APPROVING PROJECT: County of Riverside (County)

AGENCY CARRYING OUT PROJECT: 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. 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: Activity
- ☐ Declared Emergency
- ☐ Statutory Exemption:
- ☒ Categorical Exemptions: Sections 15301
- ☒ Other Exemption: Section 15061(b)(3), Common Sense Exemption

REASONS FOR EXEMPTION:

Section 15061(b)(3) of CEQA Guidelines, Review for Exemption

The activity is covered by the common sense exemption 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 Project proposes to cancel County agreements related to the Facility that were originally required as conditions of approval for the Facility's CUP. The CUP expired in January 2018, and

the Facility is now within the jurisdictional limits of the City, subject to City's land-use rules and conditions. The Project will not result in a significant environmental impact and does not bring about any new or significant changes to the physical condition of the Facility. Therefore, this determination is an issue of fact and sufficient evidence exists in the record that the activity will not have a significant effect on the environment. 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, minor alteration, or demolition and removal of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

This project is exempt under Section 15301 because:

The Project merely terminates agreements for an existing facility, for which the County no longer has jurisdiction. The Project does not involve any expansion of uses at the Facility. 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 sections 15061(b)(3) and 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 activity is exempt from the provisions of CEQA.

If there are any questions regarding the above matter, I can be reached at (951) 486-3200.

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

By: _____

Ryan Ross

Title: Principal Planner

Date: March 7, 2019

**TERMINATION AGREEMENT
TO OPERATIONS AGREEMENT AND
SITE CLOSURE/CLEAN-UP AGREEMENT**

This Termination Agreement ("Termination Agreement") is made and entered into this 26th day of March 2019 (the "Termination Date"), by and between the Riverside County Department of Waste Resources ("COUNTY") and Edward Metzler, former owner and operator of B.P. John Hauling ("OPERATOR"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Conditional Use Permit ("CUP") No. 3169 was issued by the County of Riverside to OPERATOR on June 29, 1993 for the operation of a wood waste grinding facility ("Facility"); and

WHEREAS, as a condition of approval for CUP No. 3169, the Parties entered into that certain Operations Agreement ("Operations Agreement") dated May 24, 1994, and into that certain Site Closure/Clean-up Agreement ("Site Closure/Clean-Up Agreement") on August 20, 1999, collectively referred to as the "AGREEMENTS", attached hereto as "Exhibit A" and "Exhibit B" respectively, and by this reference incorporated herein, which required the OPERATOR to deposit \$50,000 in a certificate of deposit account (the "Funds"), payable to and for the benefit of COUNTY to ensure full and complete clean-up of the Site upon cessation of permitted operations; and,

WHEREAS, the Facility is located at 28700 Matthews Road, within the jurisdictional limits of the City of Menifee, ("City") (formerly within the Romoland community of unincorporated Riverside County); and,

WHEREAS, CUP No. 3169 expired on January 30, 2018, and on August 24, 2018, OPERATOR sold that certain business known as B.P. John Recycling so the subject of the AGREEMENTS are not needed to continue between the OPERATOR and the COUNTY; and,

WHEREAS, the new owner and operator of the Facility, Baja Car Wash, Inc. and Kevin Davis, individually, are solely responsible for processing a new land-use entitlements for the Facility with the City and shall be subject to any conditions of approval the City shall impose upon the land use permit it may

1 issue for the Facility and any such new land use permits issued by the City shall supersede CUP No. 3169;
2 and,

3 **WHEREAS**, the Parties have decided to terminate the said AGREEMENTS under the terms and
4 conditions as set forth hereunder;

5 **NOW, THEREFORE**, in consideration of the mutual covenants and other good and valuable
6 consideration hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties
7 hereby agree as follows:

8 **1. TERMINATION**

9 The Parties hereby agree that the AGREEMENTS are hereby cancelled and forever terminated
10 effective on the Termination Date noted above and thereafter shall have no further force or effect.

11 **2. RELEASE OF FUNDS**

12 Upon execution of this Termination Agreement, COUNTY shall, within 10 business days, provide
13 a letter to OPERATOR authorizing the release of Funds held in the certificate of deposit, in
14 accordance with the stipulations of the Termination Agreement.

15 **3. THIRD PARTY LITIGATION**

16 OPERATOR shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless
17 County of Riverside, its agencies, districts and departments, Board of Supervisors, elected and
18 appointed officials, representatives, agents, officers and employees, from any claim, action or
19 proceeding against the County of Riverside, its agencies, districts and departments, Board of
20 Supervisors, elected and appointed officials, representatives, agents, officers, or employees, by any
21 entity or 3rd party to attack, set aside, void, or annul the approval of this Termination Agreement or
22 operation of the Facility. COUNTY shall promptly notify OPERATOR of any such claim, action
23 or proceeding, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify
24 OPERATOR of any such claim, action or proceedings, or if COUNTY fails to cooperate in the
25 defense, OPERATOR shall not thereafter be responsible to defend, indemnify, or hold harmless
26 COUNTY. Obligations required of OPERATOR within this section shall expire two years after the
27 City's issuance of a land use permit for the Facility.
28

4. RELEASES BY OPERATOR

OPERATOR hereby releases, waives and discharges the COUNTY, its agents, elected officials, contractors, officers, directors, employees, representatives, together with their predecessors and successors in interest, from any and all claims, demands, actions, injuries, causes of action, obligations, damages, loss of services, expenses and compensation and liabilities related in any way to all known or unknown resulting from, relating to, or arising, now or later, from any obligations in connection with or included in the Site Closure/Clean-Up Agreement, and from all claims, actions and demands, ("Dispute") that OPERATOR may have against the COUNTY by reason of the Site Closure/Clean-Up Agreement. OPERATOR represents and warrant that notwithstanding the sale of the Facility, OPERATOR has not assigned, or otherwise transferred any of the rights associated with the Funds released by this Termination Agreement.

5. To the maximum extent possible, each provision of this Termination Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Termination Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

(Signature Provisions on Following Page)

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1 IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed and
2 attested by its duly qualified and authorized officials as of the day and year first written above.

3 **COUNTY:**

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

OPERATOR:

Edward Metzler

7 By: 

Kevin Jeffries

Chairman, Board of Supervisors

By: 

Name:

Its:

8
9 Dated: MAR 26 2019

Dated: 3-9-19

See attached for Notary

11 **RECOMMENDED FOR APPROVAL**

12
13 By: 

14 Name: Hans Kernkamp

15 Title: General Manager-Chief Engineer

16
17
18 **ATTEST:**

Kecia R. Harper

19 Clerk of the Board

20
21 By: 

Deputy

22
23 **APPROVED AS TO FORM:**

Gregory P. Priamos

24 County Counsel

25
26 By: 

Synthia M. Gunzel

27 Chief Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

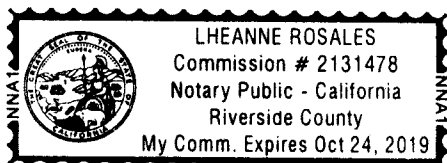
State of California

County of RIVERSIDE

On 03/09/2019 before me, LHEANNE ROSALES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared EDWARD F METZLER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: TERMINATION AGREEMENT TO OPERATIONS AGREEMENT
AND SITE CLOSURE/CLEAN UP AGREEMENT

Document Date: 03/09/2019 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____

Signer is Representing: _____

EXHIBIT A
OPERATIONS AGREEMENT

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OPERATIONS AGREEMENT

BETWEEN

THE COUNTY OF RIVERSIDE WASTE MANAGEMENT DEPARTMENT

AND B.P. JOHN HAULING

This agreement (the "Agreement") is made and entered into this 24th day of May, 1994, by and between B.P. JOHN HAULING, (the "Operator") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (the "County"), with reference to the following:

1. RECITALS

WHEREAS, the Integrated Waste Management Act of 1989 (AB 939) and subsequent legislation require the County of Riverside to divert 25 % of its waste stream by 1995 and 50 % by 2000; and

WHEREAS, AB 939 does not currently allow materials sent to incineration facilities to count towards diversion credit until after the 25 % goal has been achieved and then it may only count towards 10% of the 50% required diversion; and

WHEREAS, the County and its' Cities must achieve the required waste reductions or face the possibility of significant fines by the State; and

WHEREAS, in consideration of these and other factors the County included a condition on Conditional Use Permit 3169, approved on June 29, 1993, which requires Operator to execute an Operations Agreement with the Riverside County Waste Management Department,

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, County and Operator do hereby agree as follows:

2. DEFINITIONS

(A) "Jurisdiction of Origin" means the jurisdiction from which the material was generated.

(B) "Wood Waste" means solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.

(C) "Yard Waste" means any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimming, prunings, brush, and weeds.

3. COUNTY COMMITMENTS

County shall accept 60 tons per day of 4 inch minus clean yard waste and wood waste fines, five days per week from operator for use as alternative daily landfill cover. The diversion

3.50

1 referenced herein shall begin not later than December 15, 1994 and shall continue so long as
2 County deems it economically feasible and is approved for use by the Riverside County Local
3 Enforcement Agency, providing however, Operator may find other outlets for this material which
4 provide recycling credit upon 10 days notification to County. To the extent County is unable to
5 take the volume stated herein, Operator shall be relieved of a similar amount (tonnage) of recycling
6 diversion commitment as established in section 4(c) herein. County shall provide or arrange for
7 the transportation of these materials from Operators yard to the landfill at its own expense.
8

9 4. OPERATIONS

10
11 (A) Operator shall maintain accurate records regarding the amount of material received by
12 tonnage, the jurisdiction of origin of the material, the amount of material diverted and to what type
13 of end use, the amount of residuals disposed, and the location of residual disposal.
14

15 (B) Operator shall submit reports not less than quarterly, or as directed by the Director of
16 Waste Management, to the Riverside County Waste Management Department. The content of the
17 reports will be prescribed by the Director of Waste Management and shall include, but not be
18 limited to, the amount of material received by waste type, jurisdiction, amount diverted and end-
19 uses, residual and location of residual disposal.
20

21 (C) Operator shall process and divert and otherwise remove a minimum of 40% by weight,
22 of the total wood and yard waste received from any jurisdiction within Riverside County for use
23 as compost material, or to other sites for other recycling purposes for which the County or other
24 attributable agency receives diversion credit pursuant to the existing state law. County shall not
25 require diversion of any yard and wood wastes into composting or other recycling purposes unless
26 such composting or other recycling purposes are in compliance, and consistent, with applicable
27 regulations set forth in Title 14 California Code of Regulations Section 18720 et. seq. Operator
28 shall load at his own expense and provide at no cost to County all diversion material committed
29 to be received by County in Section 3 herein.
30

31 (D) Operator agrees to acquire, maintain and comply with all applicable state and local laws
32 and permits.
33

34 (E) Operator shall submit an acceptable Letter of Credit (or other acceptable form of
35 assurance) in the amount of \$5,000 to the Riverside County Waste Management Department for
36 compliance with a condition on Conditional Use Permit 3169 regarding the potential for site clean
37 up and restoration prior to the start of operations under this permit. Furthermore, subsequent
38 Letters of Credit for the same amount shall be submitted in consecutive and uninterrupted sixty-day
39 intervals until such Letter(s) of Credit total \$50,000.
40

41 5. INDEMNIFICATION

42
43 Operator shall indemnify, defend, save and hold harmless the County, its officers, agents,
44 servants and employees of and from any and all liabilities, claims, demands, debts, damages, suits,
45 actions and causes of action of whatsoever kind, nature or sort, including, but not by way of
46 limitation, wrongful death, expenses of the defense of said parties and payment of attorneys fees
47 in any such action, arising out of or in any manner connected with any act or omission of Operator
48 done or performed in the performance of its duties or obligations hereunder.
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3 **6. ASSIGNMENTS/AMENDMENTS**

4 (A) This agreement may be assigned by the County, if it so elects, to the Riverside County
5 Waste Resources Management District currently undergoing formation proceedings but shall not
6 be assigned thereafter by either party without the written consent of the other party.

7 (B) The provisions hereof constitute the entire Agreement between the parties. No
8 amendment or modification hereof shall be effective unless in writing and signed by the party to
9 be charged. This Agreement shall be construed and enforced in accordance with the laws of the
10 State of California.

11
12 **7. REVOCATION OF CUP #3169 BY BREACH**

13
14 Any breach of the agreement by Operator shall constitute a breach of the Conditional Use
15 Permit, and shall entitle the County to revoke the permit.

16
17 **8. SEVERABILITY**

18
19 The invalidity of any provision in this agreement as determined by a court of competent
20 jurisdiction shall in no way affect the validity of any other provision hereof.

21
22 **9. VENUE**

23
24 Any action at law or in equity brought by either of the parties hereto for the purpose of
25 enforcing a right or rights provided for by this agreement shall be tried in a court of competent
26 jurisdiction in the County of Riverside, State of California, and the parties hereby waive all
27 provisions of law providing for a change of venue in such proceedings to any other County.

28
29 **10. ATTORNEYS' FEES**

30
31 In the event of any litigation or arbitration between Operator and County to enforce any
32 of the provisions of this agreement or any right or either party hereto, the unsuccessful party to
33 such litigation or arbitration agrees to pay to the successful party all costs and expenses, including
34 reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included
35 in and as a part of the judgement or award rendered in such litigation or arbitration.

36
37 **11. NOTICES**

38
39 Any notices required or desired to be served by either party upon the other shall be
40 addressed to the respective parties as set forth by the following:

41
42 **County**

43
44 County of Riverside
45 Waste Management Department
46 1995 Market Street
47 Riverside, CA 92501

48
49 **B.P. John Hauling**

50
B.P. John Hauling
29700 Via Norte
Temecula, CA 92591

or to such other addresses as shall be designated by the respective parties.

12. PARAGRAPH HEADINGS

The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this agreement.

13. COUNTY'S REPRESENTATIVE

County hereby appoints the Director of Waste Management as its authorized representative to administer this agreement.

COUNTY OF RIVERSIDE
WASTE MANAGEMENT DEPARTMENT
1995 Market Street
Riverside, CA 92501

B.P. JOHN HAULING
29700 Via Norte
Temecula, CA 92591

Dated: MAY 24 1994

Dated: _____

RECOMMENDED FOR APPROVAL

By: Robert A. Nelson
Robert A. Nelson, Director

By: Edward L. Hughes
Responsible Officer

COUNTY OF RIVERSIDE

By: Kay Cenicer
Chairman, Board of Supervisors
KAY CENICEROS

Attest: MAY 24 1994

GERALD A. MALONEY, Clerk of the Board

By: Margaret Reagan
Deputy

FORM APPROVED
COUNTY COUNSEL

MAY 10 1994
BY: [Signature]

MAY 24 1994

3.50

EXHIBIT B

SITE CLOSURE/CLEAN-UP AGREEMENT

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AGREEMENT

WHEREAS, B.P. John Hauling ("Operator") received approval of Conditional Use Permit No. 3169 from the County of Riverside for the operation of a wood waste grinding facility; and

WHEREAS, as a condition of the approval of the Conditional Use Permit and pursuant to the Operations Agreement dated May 24, 1994, Operator has agreed to provide \$50,000.00 in a certificate of deposit account payable to and for the benefit of the County of Riverside to insure full and complete clean-up of the site upon cessation of the permitted operations. Operator has agreed to immediately deposit \$15,000.00 in this certificate of deposit account and to deposit installments of \$5,000.00 each every ninety (90) days until a total sum of \$50,000.00 is on deposit in the account.

NOW THEREFORE, Operator agrees as follows:

1. Operator shall deposit the amount of \$50,000.00 in a certificate of deposit account, with a financial institution regulated by the state or federal government, payable to and for the benefit of the County of Riverside to insure full and complete clean-up of the wood waste grinding facility (Conditional Use Permit No. 3169). Operator has already deposited \$15,000.00 into the account and shall deposit installments of \$5,000.00 into the account each and every ninety (90) days until the total sum of \$50,000.00 has been deposited into the account.

2. The County of Riverside shall be able to draw against the account up to the full amount of the funds deposited in the account upon their written certification that the clean-up of the wood waste grinding facility (Conditional Use Permit No. 3169) has not been completed within thirty (30) days of the cessation of activities or closure of the facility.

3. The clean-up of the site must be performed in accordance with the conditions of approval for Conditional Use Permit No. 3169 and the Operations Agreement which are incorporated by this reference. The clean-up of the site must be performed to the satisfaction of the Riverside County Waste Management Department and will not be deemed complete until approved by the Department.

4. The account shall be maintained exclusively for the

Agreement

B.P. John Hauling

Page 2

benefit of the County and no funds may be released to the Operator until such time as the County of Riverside has provided a written release confirming that the site clean-up has been approved and the trust account is exonerated. The County shall provide Operator with a written release within thirty (30) days from the approval of the clean-up by the Waste Management Department.

5. Operator grants to the County the irrevocable right to enter onto and inspect the site for compliance with this agreement and specifically authorizes the County to enter onto the property to complete the clean-up of the site if Operator fails to do so within thirty (30) days of cessation of activities or closure of the operation.

6. Operator is to provide verification to the Waste Management Department of timely \$5,000.00 installment payments into the account each and every ninety days until the full amount of \$50,000.00 is on deposit in the account. Operator shall provide the District with an annual statement confirming the receipt of installments and the total amount on deposit in the account. Failure to make a timely ninety(90) day installment payment shall cause the full remaining amount to become immediately due and payable.

7. Operator agrees that no change, time extension, alteration or addition to the terms and requirements of the Conditional Use Permit or the Operations Agreement and to the activities required to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total amount of the certificate of deposit account under this Agreement may not be increased without the prior approval of the Operator.

8. As a part of the obligation secured hereby and in addition to the amount in the account, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Agreement
B.P. John Hauling
Page 3

9. Operator agrees to be joint and severally bound by this obligation and that it is binding on their successors and assigns.

This agreement has been executed on AUG. 20, 1999.

NAME OF OPERATOR:

EDWARD F. METZLER DBA. B.P. JOHN HAULING
(Please designate if Corp., Limited
Partnership etc. & state incorporated)

ADDRESS OF OPERATOR:

PHONE AND FAX NO:

38875 AVENIDA LA CRESTA, MURRIETA, CA
909-696-1144 FAX 909-696-1139

AUTHORIZED SIGNATURE
OF OPERATOR:

BY:

Edward F. Metzler, OWNER
(Name and Title)

COUNTY OF RIVERSIDE
WASTE MANAGEMENT DEPARTMENT

APPROVED AS TO FORM:
WILLIAM C. KATZENSTEIN
County Counsel

By:

Robert A. Nelson
Robert A. Nelson
General Manager

By:

Pamela J. Anderson
Pamela J. Anderson
Deputy County Counsel

[THIS DOCUMENT MUST BE PREPARED IN TRIPLICATE ON THE
LETTERHEAD OF THE TRUSTEE AND MUST HAVE ATTACHED TO IT
A NOTARIAL ACKNOWLEDGMENT OF THE SIGNATURES OF THE
OPERATOR AND THE TRUSTEE]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

SS.

On Aug 20, 1999, before me, Teri D. Mattson Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

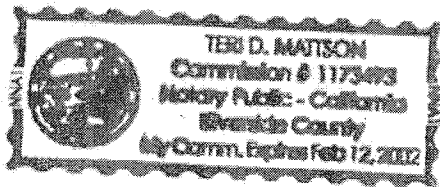
personally appeared Edward S. Metzger

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Teri D. Mattson

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement

Document Date: August 20, 1999

Number of Pages: Three

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here