

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



**ITEM: 15.1
(ID # 28635)**

MEETING DATE:
Tuesday, September 09, 2025

FROM : DEPARTMENT OF WASTE RESOURCES

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approval of Amendment No. 3 to the Anza Transfer Station Master Lease, between the County of Riverside and CR&R Incorporated, District 3 [\$0] (CEQA Exempt pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15301)

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);
2. Approve Amendment No. 3 to the Anza Transfer Station Master Lease between CR&R Incorporated, a California corporation, and the County of Riverside (COUNTY);
3. Authorize the Chairman to execute Amendment No. 3 to the Anza Transfer Station Master Lease on behalf of the COUNTY; and,
4. Direct the Department of Waste Resources to file the Notice of Exemption (NOE) with the County Clerk and the State Clearinghouse upon approval of the Project.

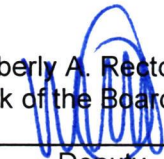
ACTION:Policy


Andrew Cortez 8/19/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Perez and Gutierrez
Nays: None
Absent: Washington
Date: September 09, 2025
xc: Waste

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**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: N/A			Budget Adjustment:	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

COUNTY entered into a lease agreement with USA Waste of California (USA Waste) for operation of the Anza Transfer Station on June 16, 2009. Subsequently, CR&R acquired exclusive waste disposal rights from USA Waste on October 6, 2015.

Amendment No. 3 to the Master Lease for the Anza Transfer Station has been prepared to address the lease term (to run concurrently with the Franchise Agreement for Franchise Area 8) and minor operational and administrative changes.

Prev. Agn. Ref.: M.O. 12.2 of 06/16/09
M.O. 12.3 of 10/06/15
M.O. 9.2 of 06/19/18
M.O. 12.2 of 09/25/18

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 a lease amendment for a revised term and minor operational and administrative changes. 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 continued benefits to residents using the Transfer Station by offering services such as waste collection, Anti-Freeze-Batteries-Oil-Paint (ABOP), Household Hazardous Waste (HHW), and tire collection.

ATTACHMENTS

ATTACHMENT A. CEQA NOE 25-05

ATTACHMENT B. Anza Transfer Station Master Lease Amendment No. 3

Crystal Carrillo
Crystal Carrillo, Senior Management Analyst 9/2/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 8/26/2025

Amendment No. 3 to the
Anza Transfer Station Master Lease

This Amendment No. 3 to the Master Lease for the Anza Transfer Station (“THIRD AMENDMENT”) is made and entered into this 09 day of SEP, 2025, 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 USA Waste of California, Inc. (“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, COUNTY and LESSEE executed Amendment No. 2 to the MASTER LEASE (“SECOND AMENDMENT”) on September 25, 2018, which provided for additional operational services; and

WHEREAS, the MASTER LEASE, and both the FIRST AMENDMENT and SECOND AMENDMENT, together with this THIRD AMENDMENT, are collectively referred to herein as the “LEASE”; and

WHEREAS, the Parties now desire to amend the LEASE to extend the Term and provide for other operational and administrative changes.

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(c)** of the MASTER LEASE is hereby deleted in its entirety and replaced with the following:

(c) LESSEE shall operate a household hazardous waste (HHW) collection site at the Facility, paying for operations and disposal costs of the HHW. This collection site will be the ABOP (i.e. Antifreeze, Batteries, Oil and Paint) variety (accepting up to 15 gallons of liquid waste or a total of 125 pounds with multiple trips allowed) and will be open during the second weekend of each calendar month (a total of twelve weekends per year). The ABOP shall be for residential waste 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 Anza area.

In order to accept oil-based paint, LESSEE agrees to participate in the "PaintCare" program as well (which will also serve to reduce costs associated with the acceptance of all paint products). Annually, LESSEE shall provide the COUNTY with ABOP HHW and load check collection data to be included in CalRecycle's Annual Form 303 Report.

LESSEE will implement a rigorous load checking program in compliance with County Ordinance No. 779, to prevent hazardous materials from being disposed of in the bins and being brought to the landfill. LESSEE shall transfer any non-ABOP type of hazardous waste received and generated at this site and identified through its load check program with no charge to COUNTY. ABOP materials generated at the site or identified during load checking activities shall be the responsibility of LESSEE. LESSEE is responsible for providing staff at the Facility for load checking and shall

be receptive to periodic unannounced site inspections by COUNTY personnel to confirm compliance.

2. **Section 2(f)** of the MASTER LEASE is hereby deleted in its entirety and replaced with the following:

(f) LESSEE shall sponsor and pay for at least two (2) tire events (minimum of 6 pulls at each event) on an annual basis. LESSEE shall provide notification of the events to COUNTY at least 1 month prior to the event. LESSEE shall be responsible for advertising and scheduling these events. Appropriate signage providing scheduled dates and residency requirements for the tire events shall be posted at the Facility. COUNTY shall have the option to direct LESSEE to place any of the up to six (6) bins for tires in locations determined by COUNTY to be advantageous for use in COUNTY'S illegal dumping program. All locations outside of the Facility must be pre-approved by the LESSEE. Any locations outside the Facility must be managed and supervised by the COUNTY in order to avoid illegal dumping. LESSEE shall be responsible for staffing tire events held at the Facility (Anza Collection Center). The tire events shall be for residential customers with non-commercial vehicle tires only and proof of residency will be required. Tires shall not have any rims attached. Proof of residency will be required in the form of a valid picture identification and a recent utility bill showing residence in the Anza area.

3. **Section 2(i)** of the MASTER LEASE is amended to add the following sentence at the end of subsection (i): LESSEE shall be responsible for advertising, scheduling, and staffing the annual community clean-up event. LESSEE shall provide notification of the annual community clean-up event to COUNTY at least 1 month prior to the event, and shall provide notification to residents of Franchise Area 8 advertising the event including but not limited posting the event dates at the Facility two weeks before the event, printing and handing out fliers to customers two weeks before the event, and/or other appropriate means.

4. **Section 4** of the MASTER LEASE is hereby amended by adding the following final two (2) paragraphs:

Effective December 1, 2025, the Term of this Master Lease shall run concurrently with the First Amended and Restated Franchise Agreement for Franchise Area #8 (the "Franchise Agreement for FA #8") between the Parties for Solid Waste Collection Service, which began October 1, 2024 and terminates September 30, 2034, and includes the option to extend for an additional five (5) year period upon mutual agreement.

If LESSEE'S franchise granted by the COUNTY under the terms of the Franchise Agreement for FA #8 is terminated for any reason before the end of its term period, this Master Lease shall likewise terminate upon the date of termination of the franchise. The above provisions do not affect COUNTY's right to terminate for default as provided for in Sections 11, 12, and 14 of the Franchise Agreement for FA #8, or to terminate this Master Lease pursuant to the terms and conditions otherwise provided for herein.

5. **Section 7(f)**, of the MASTER LEASE is hereby deleted in its entirety and replaced with the following:

(f) LESSEE shall provide a maintenance assurance, clean up/restoration bond (or other acceptable assurance approved by COUNTY counsel) in the amount of \$52,704 which sum shall be available to COUNTY to provide maintenance assurance, or environmental remediation to the Premises or adjoining parcels in the event LESSEE activities cause environmental damage. This bond amount shall be maintained throughout the Lease Term and be adjusted every five (5) years. The maximum increase allowable at any time of adjustment will be equal to the percent change in the Consumer Price Index (CPI). Computation of the change in the CPI will be made according to the following methodology:

(1) Said computation shall be equal to the change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario Area, "(December 2017 = 100)", as published by the United States Department of Labor, Bureau of Labor Statistics. Said change shall

be measured for the sixty (60) month period beginning from January 1, 2024, and ending sixty (60) months later. The first increase may be effective on the first July 1 date after the sixty (60) month period, based upon changes in the Consumer Price Index formula for the five year period. The adjustment methodology will be repeated every five years during the Term.

6. The persons executing this Third Amendment hereby warrant and represent that they have the authority to execute this Third Amendment and have the authority to bind the respective Parties to this Third Amendment.
7. Third 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 THIRD AMENDMENT shall prevail over any inconsistency or conflicting provisions of the LEASE, as heretofore amended, and shall supplement the remaining provisions thereof.
8. Miscellaneous. Except to the extent modified by this Third Amendment, all other terms and conditions of the MASTER LEASE, FIRST AMENDMENT, and SECOND AMENDMENT remain in full force and effect as originally written. 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 THIRD 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 THIRD AMENDMENT, nor the MASTER LEASE, FIRST AMENDMENT, or SECOND AMENDMENT, nor any notice nor memorandum regarding the terms hereof, shall be recorded by LESSEE.

IN WITNESS WHEREOF, this Amendment No. 3 to the MASTER LEASE 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

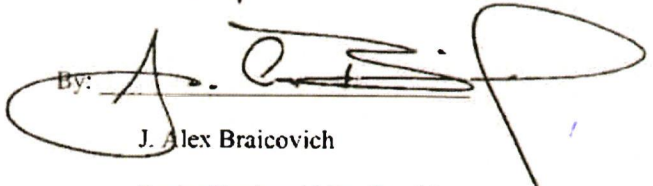
CR&R INCORPORATED,
a California corporation

Dated: SEP 09 2025

Dated: 8/7/25

By: 

V. Manuel Perez
Chairman, Board of Supervisors

By: 

J. Alex Braicovich
Senior Regional Vice President

11292 Western Avenue

Stanton, CA 90680

ATTEST:

Kimberly Rector, Clerk of the Board

By: 

Deputy

(Seal)

RECOMMENDED FOR APPROVAL:

By: 

Andy Cortez, General Manager-Chief Engineer

Dated: 8/11/25

APPROVED AS TO FORM:

Minh C. Tran, County Counsel

By: 

Ryan Yabko, Deputy County Counsel

Dated: 8/26/25



Andy Cortez, General Manager-Chief Engineer

NOTICE OF EXEMPTION

DATE: August 14, 2025

TO: County Clerk, County of Riverside (County)

PROJECT CASE NO/TITLE: NOE 25-05: Third Amendment to the Master Lease Between Riverside County and CR&R for the Anza Transfer Station

PROJECT LOCATION: Anza Transfer Station
40329 Terwilliger Road, Anza, CA 92539

PROJECT DESCRIPTION: Approval of the Third Amendment to the Master Lease for the Anza Transfer Station (Project) has been prepared to account for a new lease term (runs concurrent with the Agreement for Franchise Area #8) and minor operational and administrative changes for the Anza Transfer Station

PUBLIC AGENCY APPROVING PROJECT: County of Riverside (County)

PROJECT SPONSOR: 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
- Declared Emergency
- Emergency Project
- Statutory Exemption:
- Categorical Exemption
- Other Exemption:

Section 15061(b)(3) – General Rule Exemption
Section 15301 – Existing Facilities

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 Project addresses a new lease term (runs concurrent with Franchise Area 8) and minor operational and administrative changes for the Anza Transfer Station. The new minor changes to the operations included in the amendment's new lease term do not involve site area expansion.

The amendment would not affect any sensitive species, protected habitat, or archaeological/cultural resources for the work planned of the minor operational and administrative changes at the site because they are consistent with on-going site operations.

Based upon the entire record, the amendment and new lease term would not result in the potential for any significant effect on the environment. The project does not propose any physical changes, grading, or construction, that is not expected to result in any new or significant environmental impacts. 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

Class 1 consists of 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 Project addresses a new lease term (runs concurrent with the Agreement for Franchise Area 8) and minor operational and administrative changes for the Anza Transfer Station, which is an existing facility, involving no expansion of uses beyond that existing at the time the facility was last approved. As discussed, the third amendment to the master lease merely consists revising the lease term and minor changes that improve the existing operations serving the same function and use. These minor changes to the existing permitted operations will not increase the capacity or physical footprint of the facility.

No significant environmental impacts are anticipated. This third amendment will maintain environmental conditions at the Project site. Therefore, the third amendment to the master lease 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 the State CEQA Guidelines Sections 15061(b)(3), and categorically exempt from CEQA pursuant to the 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 activity is exempt under CEQA as previously identified.

**NOE 25-05
Anza Transfer Station Master Lease Amendment
August 14, 2025
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If there are any questions regarding the above matter, I can be reached at (951) 486-3395.

**Andy Cortez, General Manager - Chief Engineer
Riverside County Department of Waste Resources**

By: Aliah Mitchell
Aliah Mitchell

Title: Assistant Planner

Date: August 14, 2025

DM# 359506