

## **CITY OF SAN DIEGO**

### **RIGHT OF ENTRY PERMIT**

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and ALLIED INDUSTRIES INC., a Nevada corporation ("PERMITTEE"), to be effective as of the date signed by CITY (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney, as follows:

#### **RECITALS**

- A. CITY is the owner of real property located in the County of San Diego, State of California, and commonly known as the World Trade Center, 1250 Sixth Avenue, San Diego, California 92101 (the "Property").
- B. To allow the cleanup of previous work performed on the Property and related to the performance of due diligence for CITY'S sale of the Property to The Redevelopment Agency of the City of San Diego, CITY will grant PERMITTEE access to the Property under the terms and conditions of this Permit.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. **Right to Enter.** Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE to enter upon that portion of the Property (the "Permit Area") specifically set forth in the work plan attached hereto as **Exhibit A: Work Plan** ("Work Plan") solely for the purpose of completing the Work Plan (the "Permit Use"), and for no other purpose whatsoever without CITY'S prior written consent in each instance.
  - a. **Conditions.** PERMITTEE shall provide a third-party consultant (with appropriate California Asbestos Consultant accreditation and California Lead Inspector/Assessor or Project Monitor accreditation) on site during all asbestos/lead clean up and abatement. Such consultant shall provide area air sampling during the work; project observation to ensure compliance with the Work Plan and regulations; visual clearance inspections at completion of work; and final clearance asbestos air sampling by Transmission Electron Microscopy (TEM) and lead dust surface sampling in all abatement areas.
  - b. **Prior Notice.** PERMITTEE shall coordinate access to the Permit Area with **Mary Carlson, Supervising Property Agent (619-236-6079; MMcCarlson@sandiego.gov)**, or such other CITY staff members as CITY may designate from time to time.
- 2. **Use of Permit Area.** PERMITTEE may use the Permit Area on a non-exclusive basis to perform the Permit Use, excluding any modification of the Property's exterior whatsoever, and to maintain and restore the Permit Area as required by this Permit (the "Permit Use"). PERMITTEE shall obtain all required permits and reasonably appropriate security for the Permit Use. PERMITTEE shall promptly repair any and all damage resulting from the

Permit Use and restore the Permit Area as reasonably directed by CITY and to CITY'S reasonable satisfaction, but in no event shall PERMITTEE be required to improve the Permit Area beyond its condition immediately prior to the Permit Use. PERMITTEE shall deliver to CITY copies of all written reports and findings related to the Permit Use ("Reports") as soon as they are available.

3. **Asbestos & Lead Disclosure.** Portions of the Property contain asbestos and lead-containing materials. PERMITTEE shall disclose to all appropriate parties the existence of asbestos and lead in the Property.
  - a. **Ceiling Tiles.** The basement, third, and fourth floors of the Property are known to contain asbestos fireproofing above the ceiling tiles. Ceiling tiles on other floors may also have asbestos above them and should be opened with caution. PERMITTEE shall ensure that its employees, agents, and contractors will not move any ceiling tiles or impact the ceiling grid system in the Permit Area without CITY'S express written authorization. In addition, one-foot by one-foot glued on ceiling tiles in janitorial closets have tested positive for containing asbestos.
  - b. **Thermal System Insulation.** The thermal system insulation throughout the Property contains asbestos and may not be disturbed in any way. PERMITTEE shall notify CITY immediately if any disturbance or damage to the thermal system insulation is caused or discovered by PERMITTEE or its employees, agents, or contractors.
  - c. **Sub-Basement Area.** A mechanical room in the sub-basement of the Property contains a mechanical room (the "Restricted Area") that is known to contain asbestos fireproofing. The location of the Restricted Area is designated in **Exhibit B: Restricted Area**, attached hereto. PERMITTEE and its employees, agents, and contractors shall not enter the Restricted Area without CITY'S express written authorization in each instance.
  - d. **Lead.** All painted surfaces are assumed to contain lead above regulatory thresholds and shall not be disturbed in any way without CITY'S express written authorization in each instance.
4. **Asbestos & Lead.** If PERMITTEE makes alterations or repairs to the Permit Area, PERMITTEE shall be responsible for all required asbestos and lead removal, management, or containment, and shall pay all costs associated therewith. Asbestos and lead removal, management, or containment shall be conducted in accordance with all applicable laws and as approved by CITY. CITY may, at its discretion, station supervisory personnel at the work site to ensure that PERMITTEE'S obligations under this section are fulfilled.
5. **Permit Fee.** Consideration to CITY for granting the license under this Permit shall be the completion of the Permit Use and the delivery of the Reports as required by this Permit.
6. **Term.** The term of this Permit ("Term") shall commence on the Effective Date, and shall expire five (5) business days thereafter. Notwithstanding the foregoing, CITY may

terminate this Permit at will, in its sole discretion.

7. CITY'S Consent, Discretion. Whenever required under this Permit, CITY'S consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
8. Insurance. PERMITTEE shall deliver to CITY'S Real Estate Assets Department a current certificate of insurance for:
  - i. Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000);
  - ii. Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Permit. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage;
  - iii. Workers' Compensation Insurance, as required by the laws of the State of California for all of PERMITTEE'S employees who are subject to this Permit, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000); and
  - iv. For use of the Permit Area involving any contact with hazardous substances, the insurance coverage specified in that certain "Standard Specifications for Public Works Construction (The WHITEBOOK, 2010 Edition)," and subject to all related terms and conditions therein related to PERMITTEE'S use of the Permit Area.
- 8.1. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.
- 8.2. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY.
- 8.3. Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.

- 8.4. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- 8.5. Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately notify CITY and obtain replacement insurance as soon as possible.
- 8.6. Modification. To assure protection from and against the kind and extent of risk existing with the Permit Use or the Permit Area, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY'S reasonable re-evaluation of risk levels related to the Permit Use or the Permit Area.
- 8.7. Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons and related to the Permit Use or the Permit Area. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
9. Hold Harmless. PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE'S employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Permit or the use and occupancy of the Permit Area by PERMITTEE or its employees, agents, or contractors, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of CITY and its elected officials, officers, employees, representatives, and agents. The rights and obligations under this section shall survive the expiration or termination of this Permit.
10. PERMITTEE'S Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with the Permit Use and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or

indirectly thereby.

11. Revocable License. This Permit is not a lease. It is a non-exclusive license to use CITY property, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S termination of this Permit. CITY may at all times enter upon the Permit Area.
12. Compliance with Law. PERMITTEE shall, at its sole cost and expense, comply with all laws and the requirements of all competent legal authorities now in effect or which may hereafter be in effect, which pertain to the Permit Area and the Permit Use.
13. No Assignment. PERMITTEE shall not assign any rights granted by this Permit or any interest therein without CITY'S prior written consent.
14. Encumbrances. PERMITTEE shall keep the Property and the Permit Area free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit, the Permit Use, or PERMITTEE'S use of the Permit Area. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Property or the Permit Area, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.
15. Maintenance of the Permit Area. PERMITTEE shall, to CITY'S satisfaction, maintain the Permit Area in a decent, safe, healthy and sanitary condition at all times during the Term.
16. Existing Tenants. PERMITTEE represents and warrants that the Permit Use shall be performed in such a manner that will not interfere with any other person's legal use and occupancy of the Property.
17. Inspection. CITY may, at any and all times, enter and inspect the Permit Area and/or the Permit Use.
23. Hazardous Substances. PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale, or release of hazardous or otherwise regulated substances in, on, under, or from the Property. PERMITTEE and PERMITTEE'S agents, and contractors shall not install, store, utilize, generate, or sell any hazardous substance on the Property without CITY'S prior written consent. PERMITTEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing,

storing, or any other presence of a hazardous substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device which holds or incorporates a hazardous substance or hazardous waste.

- a. Release. For the purposes of this provision, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean any hazardous liquid, solid, or gaseous material substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents.
- b. Remediation. If PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Property results in a release of a hazardous substance, or petroleum related substance or its chemical constituents, PERMITTEE shall pay all costs of remediation and removal to the CITY'S satisfaction for unrestricted reuse of the Property, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- c. Removal. If PERMITTEE or PERMITTEE'S contractor or agent has received approval and permits to store, utilize, generate, or install, or otherwise bring hazardous materials or hazardous wastes to the Property, PERMITTEE and/or PERMITTEE'S contractor or agent shall remove all hazardous substances and hazardous wastes in any type of container, equipment, or device from the Property immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Property and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment, or devices from the Property. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment, or device requiring disposal or removal as required by this provision.
- d. Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Property, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE'S officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- e. Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a hazardous substance or petroleum related substance or its chemical constituents has been released on, from, or beneath the Property, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency per California Administrative Code Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or

cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Property.

- a. Environmental Assessment. Upon reasonable cause to believe that PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Property ("PERMITTEE'S Operations"), resulted in any hazardous substance being released on, from or beneath the Property, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE'S sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by PERMITTEE'S Operations on, in, from or under the Property, and in what quantities. If any such hazardous substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, or require future restricted re-use of the Property, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, CITY may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Property and compliance with environmental law and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefor.
18. Waiver. CITY'S failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Permit Area is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Permit or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
19. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
20. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between the parties. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.

21. Legal Proceedings. If CITY commences legal proceedings to enforce any right or obligation under this Permit, PERMITTEE shall pay all costs in connection therewith, including reasonable attorney fees and costs.
22. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or by United States mail, postage prepaid, and addressed to CITY or PERMITTEE, respectively, as follows:

THE CITY OF SAN DIEGO  
Real Estate Assets Department  
1200 Third Avenue, Suite 1700 (MS 51A)  
San Diego, CA 92101

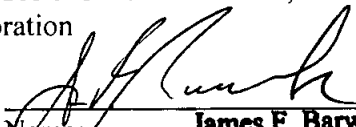
ALLIED INDUSTRIES INC.  
5725 Kearny Villa Road  
San Diego, CA 92123

23. Governmental Approvals. By entering into this Permit, neither CITY nor CITY'S City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the Permit Use or PERMITTEE'S use of the Permit Area. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the Permit Use or PERMITTEE'S use of the Permit Area.
24. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

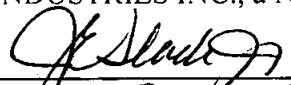
Date: 6/7/11

THE CITY OF SAN DIEGO, a California municipal corporation

BY:   
Name: James F. Barwick, CCIM  
Title: Director, Real Estate Assets

Date: 5/24/11

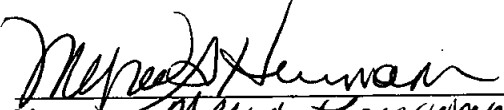
ALLIED INDUSTRIES INC., a Nevada corporation

BY:   
Name: JESLOPE JR  
Title: REGIONAL U.P.

*Environmental Analysis Section Environmental Clearance:*

This Project is covered under the Final Environmental Impact Report (FEIR) for the Centre City Redevelopment Plan certified by the Redevelopment Agency ("Agency") on March 14, 2006 (Resolution R-04001) and subsequent addenda to the FEIR certified by the Agency on August 3, 2007 (Agency Resolution R-04193), April 21, 2010 (Agency Resolutions R-04508 and R-04510), and August 3, 2010 (Agency Resolution R-04544) in compliance with the California Environmental Quality Act (CEQA). The FEIR is a "Program EIR" prepared in compliance with State CEQA Guidelines Section 15168. In accordance with Agency's procedures, an Environmental Secondary Study (ESS) dated January 3, 2011 has been prepared which has made certain findings with respect to the impacts on the environment compared to the analysis performed in the FEIR. This Right-of-Entry is part of a series of subsequent discretionary actions, and therefore not considered to be a separate project for purposes of CEQA review as defined in State CEQA Guidelines Section §15378(c). Pursuant to Section 15168/15162 of CEQA, there is no change in circumstance, additional information or project changes to warrant additional environmental review.

Date: 6/3/11

BY:   
Name: Neja Herrmann  
Title: Schwärzplaner

*Environmental Services Dept/Energy, Sustainability & Environmental Protection Division Clearance:*

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Approved as to form and legality:*

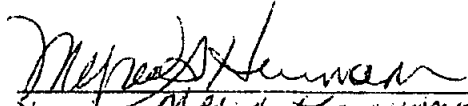
JAN I. GOLDSMITH, City Attorney

BY:   
Name: Brock Ladewig  
Title: Deputy City Attorney

*Environmental Analysis Section Environmental Clearance:*

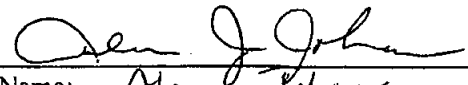
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Date: 6/3/11

BY:   
Name: Meera Harwanth  
Title: Schw Planner

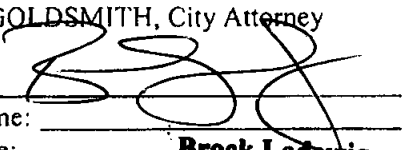
*Environmental Services Dept/Energy, Sustainability & Environmental Protection Division Clearance:*

Date: 6/7/11

BY:   
Name: Alan Johann  
Title: Program Manager

*Approved as to form and legality:*

JAN I. GOLDSMITH, City Attorney

BY:   
Name: Brock Ladewig  
Title: Deputy City Attorney

**Exhibit A: Work Plan**

*[TO FOLLOW BEHIND THIS PAGE]*

;

[illegible]

SCALE  $1/8"=1'-0"$

|                         |      |    |
|-------------------------|------|----|
| COMMON                  | 2260 | SF |
| USEABLE                 | 6020 | SF |
| NET RENTABLE FLOOR AREA | 8280 | SF |

**Y** AUCS  
RESTRICTED

# ASBESTOS ABATEMENT WORK PLAN

Prepared for:

Connections Housing  
C/o Affirmed Housing Group  
13520 Evening Creek Dr. N, Ste. 160  
San Diego, CA 92128

Project Location:

World Trade Center Building  
1250 6th avenue  
San Diego, CA 92101  
**WTC- clean up 1<sup>st</sup>, 2<sup>nd</sup> and Basement floors**



Prepared by:

**Erik Furuholmen  
Allied Industries, Inc.  
5725 Kearny Villa Rd. Suite A  
San Diego, Ca 92123  
(619)-300-8500**

## **Clean up for the WTC 1<sup>st</sup>, 2<sup>nd</sup> and Basement floors**

### **Work Schedule & drawings for work areas**

- Project start and finish Date's:  
TBD

- Project Work Hours:  
0700hrs-1530hrs M-F

First day: Basement clean up will consist of setting up all critical containments with a negative air machine, with the air discharge being diverted into the South West stairwell. Cleaning above the ceiling tiles with wet wipes and by HEPA vacuum methods along with wet wipe cleaning the ceiling tiles and replace ceiling tiles and then HEPA vacuuming 6' beyond perimeter of the containment to include the carpet and poly.

Second Day: 1<sup>st</sup> floor to include de-contamination of equipment, wet wipe existing plastic and HEPA vacuum all interior areas of the plastic containments and 6' beyond outside wall perimeter.

Third Day: 2<sup>nd</sup> floor to include de-contamination of equipment, wet wipe existing plastic and HEPA vacuum all interior areas of the plastic containments and 6' beyond outside wall perimeter.

### **Drawings**

WTC- Drawings Basement, 1st, 2nd floors.pdf

## **Contents**

### **APPENDIX A**

**Field Worker Certifications – submitted 48 hrs prior to commence of work**

### **APPENDIX B**

**Respirator Clearance and Fit Test Documents – submitted 48 hrs prior to commence of work.**

## **ASBESTOS ABATEMENT HAZARD PLAN**

- a) Description of Asbestos Abatement Activities: Wet wipe all interior poly walls and HEPA vacuum all interior areas within the confined plastic containment space. Wet wipe all exterior poly walls of the containment and HEPA vacuum carpet and exterior poly 6' beyond containment perimeter, and after visual inspection has been cleared for the 1<sup>st</sup> and 2<sup>nd</sup> floors tear down and disposal of containment will take place. Basement clean up will consist of wet wipe and HEPA vacuum ceiling tiles and above ceiling tiles, wet wipe and HEPA vacuum interior / exterior plastic containment walls, replace ceiling tiles and HEPA vacuum carpet and exterior poly 6' beyond perimeter walls. After TEM air sampling has taken place and area has been passed and cleared the containment will be cut approximately 1 foot below ceiling grid so that grid will not be disturbed.
- b) CALOSHA Work Class
  - a) Class I with exposure potential abatement procedures in the basement
  - b) Class II other work than class I for the 1<sup>st</sup> & 2<sup>nd</sup> floors.
- c) Equipment Required
  - a) Equipment required includes but not limited to; water, PPE(suits, respirators) equipment, HEPA filters, 6 mil poly, 6 mil bags, asbestos caution tape
- d) Crew Size
  - a) Crew size consists of 1 Project Manager, 1 Site foreman and 3 field workers

Worker certifications will be submitted 48 hours prior to start date.
- e) Job Responsibilities
  - (1) Project Manager - Maintain and coordinate all aspects of this project
  - (2) Site Foreman - Follow through with direction from Project Manager and drive production on a daily basis as well as execute asbestos abatement
  - (3) Lead Man - Assist as a team leader and over see field workers as well as execute Cleanup efforts
  - (4) Field Laborers - Take direction from Lead Man and/or Site Foreman and execute clean-up efforts
- f) Asbestos Removal Procedures
  - a) CALOSHA Class I& II work practices.
  - b) Workers will be suited up and wearing ½ face respirators, PPE (suits, respirators) equipment, HEPA filters, 6 mil poly, 6 mil bags, and asbestos caution tape during the clean up activity.

Manifest, transport and dispose of the asbestos waste to the **La Paz Landfill - Non-Hazardous and Hazardous (Friable) Asbestos** certified landfill located at 26999 HWY 95 Mile Post 128  
Parker, AZ. 85344  
Ph: 928-916-1253

EPA: AZC950823111

- c) Water or wet methods shall be employed in order to minimize airborne asbestos fibers and for general dust control.
- d) Decontamination of contained areas will consist of wet wipe of all interior and exterior polyurethane walls and HEPA vacuum all affected areas within the walls and 6' past the entire perimeter of the affected areas to include exterior poly and carpet.

1 Notification to Other Employers

- e) CALOSHA courtesy notification by Allied, City of San Diego's Asbestos & Lead Management Program will notify tenants.
- f) Allied will also restrict area to other employers or trades as required
- g) Applicable Asbestos Abatement activity signs will be posted outside containment area as a safety measure.

2 Regulated Area

- a) The basement, 1<sup>st</sup> & 2<sup>nd</sup> floors and or any other area involving the removal of asbestos materials shall be considered a regulated area and is restricted to anyone not certified in asbestos abatement and not using proper PPE
- b) Containment for this type of activity shall consist of an "Open Wet" work area with a 2 stage decontamination chamber set up with asbestos signage as well as asbestos caution tape.
- c) Decontamination Unit
- d) 2 Stage Decontamination Chamber
  - (1) Stage I is a dirty room
  - (2) Stage II is a clean room

b) Engineering Controls

- (1) Basement only will include two layers of 6mil thick poly sheeting over critical barriers i.e. windows, HVAC vents, openings etc.... with negative air machines and the air being drawn to the South West stairwell.
- b) Affix two working two stage decontamination units located at the contained areas complete with an equipment room, clean room to the work area for proper decontamination procedures and entry/exit from the work area.

3 Contingency Plan – work procedures if releases occur during abatement or fire sprinkler installation

- a) Interior containment utilizing two layers of 6mil thick poly sheeting over critical barriers i.e. windows, HVAC vents, openings etc....
- b) Attach two (2) HEPA filter equipped negative air machine to the contained area. The negative air machines will need to be exhausted outside or to the nearest safe location SouthWest stairwell.

- c) Affix two working two stage decontamination units located at the contained areas complete with an equipment room, clean room to the work area for proper decontamination procedures and entry/exit from the work area.

#### 4 Area Air Monitoring and Post Remedial Asbestos Air Clearance

- a) The third party Ninyo & Moore provided by Connections Housing c/o Affirmed Housing Group 13520 Evening Creek Dr. N, Ste. 160 San Diego, CA 92128 will conduct post remedial visuals to ensure proper removal prior to conducting the final air clearance sampling.
- b) All PCM Samples will be analyzed on-site analysis; at the end of the work day, we'll be taking our samples to EMSL of San Diego, CA for analysis. by the third party consultant Ninyo & Moore provided by Connections Housing c/o Affirmed Housing Group 13520 Evening Creek Dr. N, Ste. 160 San Diego, CA 92128. Results to be posted at the entrance of the containment area on site within 24 hours and any fiber count exceeding 0.5 f/cc requires abatement to immediately stop and corrective actions be taken.
- c) Upon receiving the written results from the third party that post remedial air clearances have been met at <0.01 f/cc and confirmed by the City of San Diego's asbestos and lead management program, the remaining poly sheeting will be removed and placed into clear plastic bags for disposal.

#### 5 PPE

- a) All personnel within the regulated area shall utilize proper PPE including but not limited to:
  - (1) Respiratory protection
    - (a) North Half Mask 7700 series, approved by NIOSH
    - (b) North P100 HEPA Filters, approved by NIOSH
  - (2) Suits
    - (a) Full Body Spun or Tyvek suits, or equivalent
  - (3) Safety Glasses
  - (4) HEPA Filters
  - (5) Steel boots
  - (6) Gloves
  - (7) Reflective Safety Vests, High Visibility, orange in color

#### 6 Housekeeping Procedures

- a) Regular housekeeping procedures shall be practiced in order to prevent the spreading of contamination both in and beyond the regulated area
  - (1) Proper containment
  - (2) Designated equipment for adequate ACM removal

- (3) Cleaning of equipment
- (4) Properly packing and removal of ACM and not allowing to over accumulate removed ACM
- (5) Regular Bag Out of removed ACM
- (6) Wet removal of ACM
- (7) Wet sweep and moist vacuuming of ACM
- (8) Overall site cleanup at the end of the work shift

7 Hygiene Facilities and Practices

- a) All personnel in regulated area shall properly decontaminate prior to exiting the regulated area for all purposes including but not limited to washroom/restroom visits, applicable breaks and lunches, unplanned exits, applicable eye washing activity, practice applicable first aid procedures.

8 Competent Person and Training Required

- a) All personnel within the regulated area shall have a minimum of asbestos awareness training
- b) All personnel within the regulated area performing asbestos removal shall be properly certified. Certifications Attached in Appendix A
- c) The Site foreman shall maintain current AHERA Contractor/Supervisor certifications. Certifications Attached in Appendix A
- d) The site workers shall maintain current AHERA asbestos worker certifications Attached in Appendix A.

9 Medical Surveillance

- a) All personnel within the regulated area shall maintain proper respirator clearance evaluations performed by an industrial medical facility as well as proper fit testing of respirators to be used. The individual medical surveillance documents/Pulmonary Function Tests are attached and expired one year after the date of the exam. Asbestos Certifications and Pulmonary Function Tests are attached. Attached in Appendix B

10 Waste Generation, Containerization, Transportation and Disposal

- a) Asbestos debris generated during the clean - up will be promptly packaged into two layers of 6mil thick polyethylene sheeting/bag during the removal and then transported to an approved, lockable storage area to be transported by ECTI Transporters
- b) All waste bags generated during the removal will have the proper Generator Labels and "Danger Contains Asbestos" labels on all bags prior to transport.
- c) Hazardous waste transportation – ECTI transporters
- d) Waste bags will be transported to Azusa Landfill located in California for disposal on a Hazardous waste manifest signed by a representative of City of San Diego's Asbestos & Lead management program representative. The City of San Diego's Asbestos & Lead management program shall appoint a local representative to sign the manifest shipment records. The Generator's copy of the hazardous or regulated waste shipment is retained by the Hazardous Waste Program Manager's department.

## 11 Emergency contacts, Security, Fire, and Medical Response

### a) Emergency contacts:

Fire – 911

Police – 911

Ambulance – 911

Allied Industries – 858-300-8500

Project Manager - Erik Furuholmen– 619-322-5358

Operations Manager – Ron Haro – 619-990-7644

Branch Manager / RVP - Jay Slade – 858-300-8501 x 501

- b) The regulated area shall remain properly placarded and signage shall remain in place until the area is safe for general use and deemed properly abated and cleared.
  - c) It shall also be restricted to the general public or to anyone not properly trained for entry by flagging the regulated area with "Danger" Asbestos signs and Danger Asbestos Caution Tape and proper placement of critical barriers... Anyone found to breach the area shall be removed immediately.
  - d) An adequate number of fire extinguishers shall be placed in the work area, decontamination unit, and/or access points to the regulated area.
  - e) All Hot work shall be properly permitted and notified with the proper agency or required Fire Department prior to work.
  - f) Medical Emergency response shall be administered on an as needed basis
- (1) For extreme and major incidents, 911 shall be immediately notified.
  - (2) For all minor incidents, work shall temporarily stop pending immediate evaluation and first aid to be administered. Once proper evaluation of the minor incident has been completed, proper hazard communication shall occur with all other personnel within the regulated area. Upon completion of Hazard Communication, work shall continue as planned.

## DOCUMENTATION

Allied will explain this asbestos abatement work plan to all personnel within the regulated area. Persons who fail to follow proper procedures may be removed from the regulated work area pending a proper evaluation.

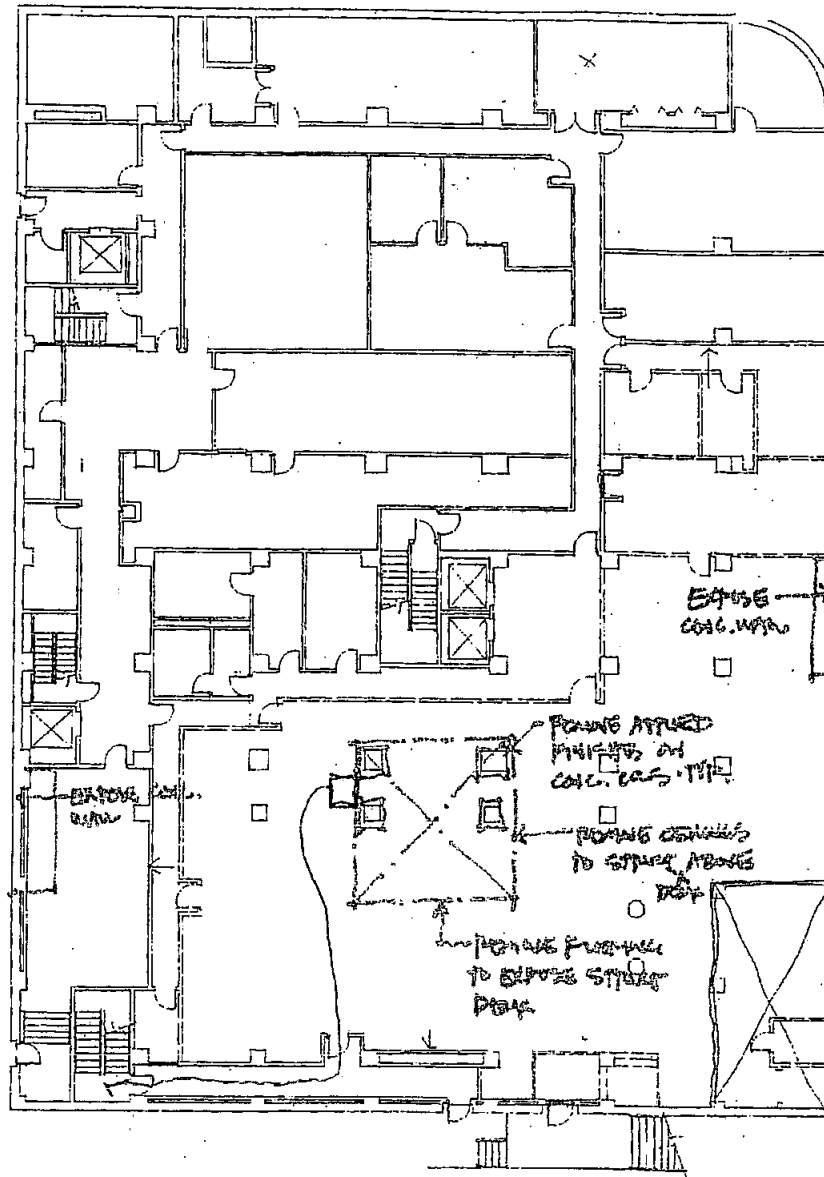
| Name | Signature | Date |
|------|-----------|------|
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By signing below, the competent person certifies that the personnel have been trained on the Asbestos Abatement plan and that employees have received training in how to use and care for the personal protection equipment:

| Name | Signature | Date |
|------|-----------|------|
|------|-----------|------|

**APPENDIX A – submitted 48 hrs prior to start date**  
**Field Worker Certifications**

**APPENDIX B – submitted 48 hrs. Prior to start date**  
Respirator Clearance and Fit Test Documentation



BASEMENT PLAN - WITH RESTAURANT REMOVED  
 SCALE: 1/8" = 1'-0"

Hand-drawn floor plan of the second floor of the White House. The plan shows the following areas and features:

- Top Left:** SIDE ENTRY, a staircase, and a small room.
- Top Center:** A large rectangular area labeled "BLANK CORR." (Blank Corridor).
- Top Right:** A staircase and a small room.
- Middle Left:** CONFERENCE RM. (Conference Room), a staircase, and a small room.
- Middle Center:** A large rectangular area labeled "BLANK CORR." (Blank Corridor).
- Middle Right:** A staircase and a small room.
- Bottom Left:** A staircase and a small room.
- Bottom Center:** A large rectangular area labeled "BLANK CORR." (Blank Corridor).
- Bottom Right:** A staircase and a small room.
- Right Side:** MAIN ENTRY TO OFFICE BUILDING (indicated by an arrow), a staircase, and a small room.
- Other Labels:** "OFFICE" (multiple instances), "STAIR", "ELEVATOR LOBBY", "12-1-60", and a scale bar.

Parents Approves Partnership  
with Community

↑  
N

|                          |      |      |
|--------------------------|------|------|
| COMMON                   | 1500 | 400  |
| LEASES                   | 64   | 100  |
| ACT RENTABLE: FLOOR AREA | 3 30 | 1500 |

|                        |    |                         |          |          |
|------------------------|----|-------------------------|----------|----------|
| WINDOW OFFICES         | 25 | SCALE 1/8" = 1'-0"      |          |          |
| INTERIOR OFFICES       | 13 |                         |          |          |
| CUBICLE OFFICES        | 14 |                         |          |          |
| FUTURE CUBICLE OFFICES | 5  |                         | COMMON   | 2015 SF  |
| CLERICAL               | 12 |                         | USEABLE  | 11305 SF |
| OCCUPANCY SUMMARY      | 70 |                         | 17320 SF |          |
|                        |    | NET RENTABLE FLOOR AREA |          |          |



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/27/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                     |                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Aon Risk Services, Inc of Florida<br>1001 Brickell Bay Drive<br>Suite 1100<br>Miami FL 33131 USA | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C No. Ext): (866) 283-7122<br><b>FAX</b><br>(A/C No.): (847) 953-5390<br><b>E-MAIL ADDRESS:</b><br><b>PRODUCER CUSTOMER ID #:</b> 570000046100          |
| <b>INSURED</b><br>Republic Services, Inc.<br>18500 N. Allied Way<br>Phoenix AZ 85054-6164 USA                       | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Indian Harbor Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

Holder Identifier : 5124

COVERAGES CERTIFICATE NUMBER: 570039958704 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                    | ADDL SUBR INSR WVD | POLICY NUMBER                                             | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                            |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                    |                                                           |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COM/PROP AGG |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON OWNED AUTOS                                                         |                    |                                                           |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                               |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DEDUCTIBLE</b><br><b>RETENTION</b>                                                                                                                                              |                    |                                                           |                         |                         | EACH OCCURRENCE<br>AGGREGATE                                                                                                                                      |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                                                                |                    |                                                           |                         |                         | WC STATUTORY LIMITS<br>OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT                                                      |
| A        | Pol Legal Liab                                                                                                                                                                                                                                                                                       |                    | PEC002351503<br>SIR applies per policy terms & conditions | 06/30/2010              | 06/30/2011              | Each Occurrence \$50,000,000<br>Aggregate \$50,000,000<br>SIR \$1,000,000                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DIV 5124 - Named Insured Includes La Paz County Landfill.

## CERTIFICATE HOLDER

## CANCELLATION

|  |                                                                                                                                                                |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br><br><i>Aon Risk Services Inc of Florida</i>                                                                                       |

Certificate No : 570039958704

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ACORD 25 (2009/09)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2010

PRODUCER Phone: 818-662-4200 Fax: 877-297-9262  
BB&T - Knight Insurance Services  
535 North Brand Blvd., 10th Floor  
Lic# 0619252  
Glendale CA 91203

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Republic Services Inc  
(Named Insured Continued Below)  
18500 N. Allied Way  
Phoenix AZ 85054

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ZURICH AMERICAN INS CO

16535

INSURER B: AMERICAN ZURICH INS CO

40142

INSURER C: LEXINGTON INS CO

19437

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                              | POLICY NUMBER   | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                          |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A                   | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | GLO370304203    | 6/30/2010                          | 6/30/2011                           | EACH OCCURRENCE \$5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$5,000,000<br>GENERAL AGGREGATE \$5,000,000<br>PRODUCTS - COMP/OP AGG \$5,000,000 |
| A                   | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                   | BAP370304303    | 6/30/2010                          | 6/30/2011                           | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$0<br>PROPERTY DAMAGE (Per accident) \$0                                                                      |
|                     | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                          |                 |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$                                                                                                                                                         |
| C                   | EXCESS / UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE<br>RETENTION \$                                                                                                                                                                                | 2214223/2214224 | 6/30/2010                          | 6/30/2011                           | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$<br>\$<br>\$                                                                                                                                                          |
| B                   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>Y/N                                                                                                                                                                                                                                                                           | WC370304003     | 6/30/2010                          | 6/30/2011                           | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER                                                                                                                                        |
| A                   | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below                                                                                                                                                                                                 | WC370304103     | 6/30/2010                          | 6/30/2011                           | E.L EACH ACCIDENT \$3,000,000                                                                                                                                                                                                   |
| A                   |                                                                                                                                                                                                                                                                                                                                | EWS594527802    | 6/30/2010                          | 6/30/2011                           | E.L DISEASE - EA EMPLOYEE \$3,000,000<br>E.L DISEASE - POLICY LIMIT \$3,000,000                                                                                                                                                 |
|                     | OTHER                                                                                                                                                                                                                                                                                                                          |                 |                                    |                                     |                                                                                                                                                                                                                                 |

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

"Umbrella coverage was arranged by Besso Limited, who solely placed coverage on behalf of Republic Services, Inc. with Lexington Insurance Company."  
Div 5124 Named Insured Includes Allied Waste Systems of Arizona, LLC

## CERTIFICATE HOLDER

## CANCELLATION 10 Day Cancellation for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
12/21/2010

|                                                                                                                                      |              |                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                            |       |                                              |       |                                               |       |            |  |            |  |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------|--------------------------------------------|-------|----------------------------------------------|-------|-----------------------------------------------|-------|------------|--|------------|--|
| PRODUCER<br><b>LEGENDS ENVIRONMENTAL INS.SVCS,LLC</b><br>2165 N GLASSELL STREET<br>ORANGE, CA 92865<br>LICENSE #0C79875              | 714-685-3200 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.                                                                                                                                                                                            |                             |       |                                            |       |                                              |       |                                               |       |            |  |            |  |
| INSURED<br><b>ALLIED INDUSTRIES, INC.</b><br>DBA: ALLIED ENVIRONMENTAL SERVICES<br>11333 VANOWEN STREET<br>NORTH HOLLYWOOD, CA 91605 |              | <table border="1"><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC#</td></tr><tr><td>INSURER A: CHARTIS SPECIALTY INSURANCE CO.</td><td>26883</td></tr><tr><td>INSURER B: COMMERCE &amp; INDUSTRY INSURANCE CO.</td><td>19410</td></tr><tr><td>INSURER C: NATIONAL UNION FIRE INS. CO. OF PA</td><td>19445</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table> | INSURERS AFFORDING COVERAGE | NAIC# | INSURER A: CHARTIS SPECIALTY INSURANCE CO. | 26883 | INSURER B: COMMERCE & INDUSTRY INSURANCE CO. | 19410 | INSURER C: NATIONAL UNION FIRE INS. CO. OF PA | 19445 | INSURER D: |  | INSURER E: |  |
| INSURERS AFFORDING COVERAGE                                                                                                          | NAIC#        |                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                            |       |                                              |       |                                               |       |            |  |            |  |
| INSURER A: CHARTIS SPECIALTY INSURANCE CO.                                                                                           | 26883        |                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                            |       |                                              |       |                                               |       |            |  |            |  |
| INSURER B: COMMERCE & INDUSTRY INSURANCE CO.                                                                                         | 19410        |                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                            |       |                                              |       |                                               |       |            |  |            |  |
| INSURER C: NATIONAL UNION FIRE INS. CO. OF PA                                                                                        | 19445        |                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                            |       |                                              |       |                                               |       |            |  |            |  |
| INSURER D:                                                                                                                           |              |                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                            |       |                                              |       |                                               |       |            |  |            |  |
| INSURER E:                                                                                                                           |              |                                                                                                                                                                                                                                                                                                                                                                                                        |                             |       |                                            |       |                                              |       |                                               |       |            |  |            |  |

## COVERAGES

Serial # 107171

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                                                               | APOL NRSD   | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                        | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
|----------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------|-------------|-------------------------------------------|----|-------------|------------------------------|----|-------------|--------------------------------|----|-------------|-------------------|----|-------------|------------------------|----|-------------|
| A                                                                                      |             | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CONTRACTORS POLLUTION LIAB.<br><input checked="" type="checkbox"/> PROFESSIONAL LIAB.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | PROP1369669   | 11-29-2010                         | 11-29-2011                          | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>\$50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>\$5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>\$2,000,000</td></tr></table> | EACH OCCURRENCE                                                                        | \$          | \$1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | \$50,000    | MED EXP (Any one person)     | \$ | \$5,000     | PERSONAL & ADV INJURY          | \$ | \$1,000,000 | GENERAL AGGREGATE | \$ | \$2,000,000 | PRODUCTS - COMP/OP AGG | \$ | \$2,000,000 |
| EACH OCCURRENCE                                                                        | \$          | \$1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| DAMAGE TO RENTED PREMISES (Ea occurrence)                                              | \$          | \$50,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| MED EXP (Any one person)                                                               | \$          | \$5,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| PERSONAL & ADV INJURY                                                                  | \$          | \$1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| GENERAL AGGREGATE                                                                      | \$          | \$2,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| PRODUCTS - COMP/OP AGG                                                                 | \$          | \$2,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| B                                                                                      |             | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                                                                                                                            | CA4960982     | 11-29-2010                         | 11-29-2011                          | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr></table>                                                                                                                                                      | COMBINED SINGLE LIMIT (Ea accident)                                                    | \$          | \$1,000,000 | BODILY INJURY (Per person)                | \$ |             | BODILY INJURY (Per accident) | \$ |             | PROPERTY DAMAGE (Per accident) | \$ |             |                   |    |             |                        |    |             |
| COMBINED SINGLE LIMIT (Ea accident)                                                    | \$          | \$1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| BODILY INJURY (Per person)                                                             | \$          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| BODILY INJURY (Per accident)                                                           | \$          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| PROPERTY DAMAGE (Per accident)                                                         | \$          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
|                                                                                        |             | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                                                                                                                                                             |               |                                    |                                     | <table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td><td></td></tr><tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td><td></td></tr><tr><td>AGG</td><td>\$</td><td></td></tr></table>                                                                                                                                                                                                                                                                        | AUTO ONLY - EA ACCIDENT                                                                | \$          |             | OTHER THAN AUTO ONLY: EA ACC              | \$ |             | AGG                          | \$ |             |                                |    |             |                   |    |             |                        |    |             |
| AUTO ONLY - EA ACCIDENT                                                                | \$          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| OTHER THAN AUTO ONLY: EA ACC                                                           | \$          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| AGG                                                                                    | \$          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
|                                                                                        |             | <b>EXCESS / UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br>RETENTION \$                                                                                                                                                                                                                                                                                                         |               |                                    |                                     | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td></td></tr><tr><td>AGGREGATE</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>                                                                                                                                                                                                                          | EACH OCCURRENCE                                                                        | \$          |             | AGGREGATE                                 | \$ |             |                              | \$ |             |                                | \$ |             |                   | \$ |             |                        |    |             |
| EACH OCCURRENCE                                                                        | \$          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| AGGREGATE                                                                              | \$          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
|                                                                                        | \$          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
|                                                                                        | \$          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
|                                                                                        | \$          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| C                                                                                      |             | <b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>                                                                                                                                                                                                                                                     | WC3429964     | 11-29-2010                         | 11-29-2011                          | <table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>\$1,000,000</td></tr></table>                                                                                            | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |             |             | E.L. EACH ACCIDENT                        | \$ | \$1,000,000 | E.L. DISEASE - EA EMPLOYEE   | \$ | \$1,000,000 | E.L. DISEASE - POLICY LIMIT    | \$ | \$1,000,000 |                   |    |             |                        |    |             |
| <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| E.L. EACH ACCIDENT                                                                     | \$          | \$1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| E.L. DISEASE - EA EMPLOYEE                                                             | \$          | \$1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| E.L. DISEASE - POLICY LIMIT                                                            | \$          | \$1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| A                                                                                      |             | <b>OTHER</b><br>CONTRACTORS POLLUTION AND PROFESSIONAL LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                         | PROP1369669   | 11-29-2010                         | 11-29-2011                          | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$2,000,000</td></tr></table>                                                                                                                                                                                                                                                                                                                                            | EACH OCCURRENCE                                                                        | \$1,000,000 | AGGREGATE   | \$2,000,000                               |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| EACH OCCURRENCE                                                                        | \$1,000,000 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |
| AGGREGATE                                                                              | \$2,000,000 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |             |             |                                           |    |             |                              |    |             |                                |    |             |                   |    |             |                        |    |             |

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE CITY OF SAN DIEGO IS INCLUDED AS ADDITIONAL INSURED BY BLANKET ENDORSEMENT WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. 10 DAY NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM.  
RE: BID NO. 10012279-11-W, FURNISH THE CITY OF SAN DIEGO WITH ASBESTOS AND LEAD ABATEMENT SERVICES

## CERTIFICATE HOLDER

CITY OF SAN DIEGO  
1200 THIRD AVENUE SUITE 200  
SAN DIEGO, CA 92101-4195

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOTICE~~ MAIL \*30. DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~AND THE INSURER SHALL BE RESPONSIBLE FOR THE CANCELLATION OF THE POLICY.~~

AUTHORIZED REPRESENTATIVE

**ENDORSEMENT NO. 14**

This endorsement effective 12:01 AM November 29, 2010

Forms Part of Policy No: PROP 1369669

Issued to: ALLIED INDUSTRIES INC. DBA  
ALLIED ENVIRONMENTAL SERVICES

By: CHARTIS SPECIALTY INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**  
**COVERAGE A, B AND C**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND PROFESSIONAL LIABILITY POLICY**

**SCHEDULE**

Name of Person or Organization:

**The City of San Diego**

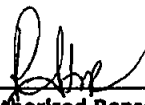
**RE: Bid No. 10012279-11-W, Furnish the City of San Diego With Asbestos and Lead Abatement Services**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

It is hereby agreed that Section II of the policy, WHO IS AN INSURED, is amended to include as an Insured the person or organization shown in the schedule above as respects Insuring Agreements A, B, and C, but only with respect to liability arising out of your ongoing operations performed by you or on your behalf for that Insured. Coverage is not afforded for the additional insured's own liability, which arises out of the acts or omissions.

The entities scheduled above are covered under this policy only for limits of liability up to but not exceeding the amount required by the written contract with the Insured and subject to the limits of liability of this Policy.

All other terms, conditions, and exclusions shall remain the same.

  
\_\_\_\_\_  
**Authorized Representative**  
Or countersignature (in state where applicable)

78025 (06/01)  
CI1458

PAGE 1 OF 1



# Asbestos Waste Submittal

By

RON HARO



## **Waste Facilities**

### **La Paz Landfill - Non-Hazardous and Hazardous (Friable) Asbestos**

26999 HWY 95 Mile Post 128  
Parker , AZ. 85344  
Ph: 928-916-1253  
EPA: AZC950823111

### **Sycamore Landfill - Bulk Shipments of Non-Hazardous Asbestos**

8514 Mast Blvd  
Santee, Ca. 92071  
Ph: 619-449-4053

### **Miramar Landfill - Bulk Shipments of Non-Hazardous Asbestos**

5120 Convoy Street  
San Diego, Ca. 92123  
Ph: 858-492-6100



## **Transporters**

### **Allied Environmental Services – Asbestos/Lead**

5725 Kearny Villa Road. Ste A  
San Diego, CA. 92123  
Ph: 858-300-8500  
Fax: 858-300-8519  
EPA: CAD983655465  
Transporter No. 3975

**ECTI – Asbestos**  
PO Box 7318  
San Bernardino, Ca. 92411  
Ph: 800-664-7773  
Fax: 909-884-3744  
EPA: CAR000049064  
Transporter No. 3731

### **EDCO Waste and Recycling – Non-Hazardous Asbestos**

6670 Federal Blvd.  
Lemon Grove, CA 91945  
Ph: 760-744-5615



Janice K. Brewer  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • www.azdeq.gov



Patrick J. Cunningham  
Acting Director

## MUNICIPAL SOLID WASTE LANDFILL MASTER FACILITY PLAN APPROVAL NUMBER 15004700.03

### 1.0 FACILITY INFORMATION AND APPROVAL SIGNATURE

In accordance with the provisions of Arizona Revised Statutes (A.R.S.) Title 49, Chapter 4:

Facility Name: La Paz County Regional Landfill  
26999 Highway 95  
Parker, Arizona 85344

Owner: La Paz County  
1112 Joshua Avenue  
Parker, Arizona 85334

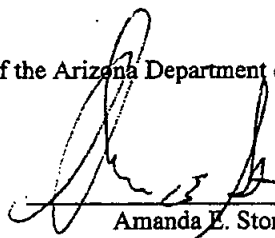
Operator: Allied Waste Systems of Arizona, L.L.C.  
26999 Highway 95, Mile Post 128  
Parker, Arizona 85344

is authorized to operate with all approvals granted, and not previously amended or revoked, since the original solid waste facility plan approval under 40 CFR Part 258 on November 16, 1998, and specifically described in the Master Facility Plan Approval that follows. La Paz County Regional Landfill is located at 26999 Highway 95, Parker, Arizona. The facility is located in the southwest quarter of Section 19, in Township 7 North, Range 19 West, of the Gila and Salt River Base and Meridian.

Latitude: 35° 56' 37" North  
Longitude: 114° 11' 18" West

This revised Master Facility Plan Approval shall be deemed effective on the date of the Waste Programs Division Director's signature below, provided that the facility is operated and maintained in accordance with all the conditions described in the remainder of this approval document.

Approved on behalf of the Arizona Department of Environmental Quality:

  
Amanda E. Stone, Director  
Waste Programs Division

Signed this 3rd day of April, 2009

Northern Regional Office  
1801 W. Route 66 • Suite 117 • Flagstaff, AZ 86001  
(928) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

### 1.1 Approval

This Municipal Solid Waste Landfill (MSWLF) Master Facility Plan Approval (MFPA) incorporates an alternative final cover consisting of a 30-inch thick monolithic layer of on-site soil on top of a 12-inch thick layer of intermediate cover soil, as described in *Alternative Final Cover Evaluation Using Evapo-Transpiration Barrier for La Paz County Regional Landfill*, prepared by Hoque & Associates, Inc., dated August 7, 2008.

This MFPA allows Allied Waste Systems of Arizona, L.L.C., (AW) to operate the existing Subtitle D regulated MSWLF designated as La Paz County Regional Landfill (LPCRL) at the location described in Part 1.0 of this approval. The permitted waste footprint occupies approximately 130 acres of the entire 160-acre LPCRL facility as set forth in the *Solid Waste Facilities Plan for the La Paz County Regional Landfill*, dated May 4, 1995, and subsequent amendments (*SWFP*).

### 1.2 Landfill Cell Liner

As specified in the *SWFP*, the landfill liner system consists of the following (from bottom to top):

- Prepared subgrade material
- Geosynthetic clay liner (GCL)
- 60-mil HDPE geomembrane
- 2-foot drainage/operations soil layer

## 2.0 STATUTORY PROVISIONS

AW shall operate LPCRL in a manner consistent with the *SWFP* and this approval pursuant to A.R.S. § 49-791(A)(5).

### 2.1 General Provisions

- a. This MFPA, issued pursuant to A.R.S. § 49-762, § 762.03, § 762.04, § 762.06 and § 857, grants permission to operate a municipal solid waste landfill as defined in A.R.S. § 49-701(20) at the location referenced in Part 1.0. Federal regulations governing the design and operation of landfills, codified in 40 CFR § 258, are also applicable to this approval pursuant to A.R.S. § 49-761(B). This approval is granted under the conditions listed herein to protect human health and the environment.
- b. This MFPA does not relieve AW of its responsibility to comply with federal, state, county or local requirements or ordinances adopted under A.R.S. § 49-704 and shall not be construed as permission to create a public health hazard, environmental nuisance or cause contamination to the environment.
- c. Specific words related to landfill design, construction and operations used throughout this MFPA have the same meaning as defined in 40 CFR § 258, Subpart A, Arizona Administrative Code (A.A.C.) R18-13-701, A.A.C. R18-13-1301, A.A.C. R18-13-1401, or A.R.S. §§ 49-701 and 701.01 unless otherwise defined.

- d. Design, construction, operation, and monitoring conditions listed in this MFPA have the same meaning as referenced in either 40 CFR § 258; A.A.C. Title 18, Chapter 13; or A.R.S. Title 49, unless otherwise specified.
- e. All previously approved modifications to the original LPCRL *SWFP* approval remain in effect. Any approvals that are withdrawn or discontinued are specifically noted herein.

## 2.2 General Limitations

This MFPA is applied to the landfill elements and facility structures as set forth in the *SWFP*, the existing landfill elements and structures as of the date of this approval, and components that have already received ADEQ approval prior to this MFPA. Any additions to the approved facility structures and any modification to the approved facility operations plan, closure and post-closure care, corrective action and monitoring plans shall require prior approval by ADEQ pursuant to A.R.S. § 49-762.06.

- a. LPCRL is not permitted to accept the following:
  - 1. Hazardous waste as defined in 40 CFR Part 261 and A.R.S. § 49-921 except for conditionally exempt small quantity generator hazardous waste as set forth in 40 CFR § 261.5 and A.R.S. § 49-922(E), and household hazardous waste as described in 40 CFR § 261.4(b)(1).
  - 2. Waste that contains radioactive materials subject to the Atomic Energy Act of 1954 (42 United States Code §§ 2011 through 2297, 68 Stat. 919) or Title 30, Chapter 4, as defined in A.R.S. § 49-701.01(A)(4).
  - 3. Biohazardous medical waste as defined in A.A.C. R18-1301-1401(5), including experimental or research animal carcasses as defined in A.A.C. R18-13-1420(A)(3) and radioactive medical wastes, except for household generated biohazardous medical waste as set forth in A.A.C. R18-13-1403(A)(4).
  - 4. Bulk or non-containerized liquid waste as defined in 40 CFR § 258.28 (c)(1).
  - 5. Polychlorinated biphenyl (PCB) waste as defined in 40 CFR § 761, except as allowed under 40 CFR § 761.61 (PCB remediation waste), 40 CFR § 761.62 (PCB bulk product waste) and 40 CFR § 761.63 (PCB household waste).
  - 6. Used oil defined in 40 CFR § 279.
  - 7. Shock-sensitive wastes and other explosives.
  - 8. Burning materials for direct landfill without extinguishing.
  - 9. Automobile and other lead-acid batteries. However, a temporary storage area may be provided for storing batteries prior to shipment to a recycling facility.
  - 10. Any other waste prohibited by federal or State of Arizona statute or regulation from disposal at any municipal solid waste landfill.

### 2.3 Notifications

- a. AW shall submit a notification of any Type II, III, or IV change to the approved solid waste facility plan in accordance with A.R.S. § 49-762.06. AW shall not implement any Type III or IV change prior to ADEQ approval.
- b. The following notifications are required if there is a methane gas exceedance:
  1. Within twenty-four (24) hours or one (1) business day of any methane gas exceedance where the gas concentration in facility structures exceeds 25% of the lower explosive limit (LEL) or gas levels at the landfill boundary exceed the LEL, AW shall notify ADEQ.
  2. Within seven (7) calendar days of detection, AW shall place in the operating record a description of the steps taken to protect human health. A copy of this description shall be sent to the ADEQ Solid Waste Plan Review Unit.
  3. Within sixty (60) calendar days of detection of any methane gas exceedance, a remediation plan shall be implemented and a copy of the plan placed in the operating record. A copy of the plan, accompanied by a notification that the plan has been implemented, shall be sent to ADEQ in accordance with 40 CFR § 258.23.
- c. AW shall submit a notification to ADEQ if a regulated hazardous waste as defined in 40 CFR § 261.3 or prohibited PCB waste is discovered at the facility in accordance with 40 CFR § 258.20(a)(4).

### 2.4 Precautionary Provisions

- a. ADEQ reserves the right to issue administrative orders pursuant to A.R.S. §§ 49-781 and 862 or to seek other legal remedies as provided by law if the LPCRL creates a public health hazard, safety hazard, or environmental nuisance, if violation of State law occurs, or if the LPCRL is in violation of the MFPA.
- b. For the purposes of A.R.S. §§ 49-764 and 866, ADEQ considers issuance of this document as certification of all pollution control devices, machinery, or equipment described in the *SWFP* which are necessary for collection and control at the source of any pollutants.
- c. ADEQ reserves the right to conduct inspections of LPCRL pursuant to A.A.C. R18-13-304, A.R.S. §§ 49-763, 860 and 865. During the inspection, the ADEQ inspector may take photographs of activities, take samples, and/or conduct other recognized monitoring activities.
- d. Pursuant to A.R.S. § 49-782(A), ADEQ reserves the right to suspend, amend, withdraw, condition, or revoke this MFPA if it is determined that the facility is in violation of A.R.S. Title 49, Chapter 4, or any rule adopted thereunder.

### 2.5 Financial Assurance

- a. AW shall continue to meet closure and post-closure care financial assurance requirements

for the LPCRL pursuant to A.R.S. § 49-770 and 40 CFR Part 258, Subpart G until released by notification from ADEQ.

- b. The cost estimate for landfill closure and post-closure care shall be updated annually:
  - 1. By a new cost estimate sealed by an Arizona registered professional engineer; or
  - 2. If no changes have occurred since the preceding year's submittal, by use of an approved or demonstrated inflation factor that modifies the existing cost estimates.
- c. Landfill cost estimates for closure and post-closure care shall be updated whenever a Type III or Type IV change to the solid waste facility will result in an increase in either closure or post-closure costs.

### **3.0 OPERATIONAL APPROVALS AND CONDITIONS**

#### **3.1 Approval of the Facility Plan**

This MFPA, issued pursuant to A.R.S. §§ 49-762, 762.03, 762.04, 762.06 and 857, grants permission to operate LPCRL as set forth in the *SWFP*.

- a. The following wastes may be accepted at LPCRL:
  - 1. Municipal solid waste as defined in 40 CFR § 258.2 which includes household waste [A.R.S. § 49-701(14)], household hazardous waste [A.R.S. § 49-401(13)] commercial solid waste, non-hazardous sludge, conditionally exempt small quantity generator waste, and industrial solid waste.
  - 2. Construction debris and demolition debris as defined in A.R.S. §§ 49-701(5) and 49-701(7), respectively.
  - 3. Inert materials as defined in A.R.S. § 49-701(15).
  - 4. Vegetative (green) waste as defined in A.R.S. § 49-701(36).
  - 5. Landscape rubble as defined in A.R.S. § 49-701(17).
  - 6. Animal carcasses, except those that meet the definition of biohazardous medical waste pursuant to A.A.C. R18-13-1401(5)(e). All animal carcasses shall be covered immediately.
  - 7. Household and commercial appliances. Appliances with cooling elements, such as motor vehicle air conditioners, refrigerators, freezers, window air conditioning units, water coolers, vending machines, ice makers, and dehumidifiers must be handled and disposed in accordance with EPA requirements as specified in 40 CFR § 82, Subparts E and F.
  - 8. Industrial and municipal wastewater treatment plant sludge and septage that passes the EPA Method 9095 Paint Filter Liquids Test.

9. Empty fuel, pesticide, and chemical tanks that are properly purged and washed.
10. Household-generated untreated biohazardous medical waste when commingled with regular household wastes.
11. Non-hazardous, non-infectious, treated, biomedical waste.
12. Regulated and non-friable asbestos-containing material (ACM):
  - i. The acceptance and disposal of regulated asbestos-containing materials (RACM) shall be in accordance with 40 CFR § 61.154.
  - ii. Non-friable ACM shall be accepted and disposed of as construction and demolition debris.
  - iii. In the event non-friable ACM becomes RACM, the handling and disposal shall be conducted in accordance with 40 CFR § 61.154.
13. Special wastes as defined in A.R.S. § 49-852 if the following conditions are met:
  - i. Special waste receiving facility manifesting requirements as set forth in A.A.C. R18-13-1304.
  - ii. Recordkeeping requirements as set forth in A.A.C. R18-13-1305.
  - iii. Reporting of special waste receipt as set forth in A.R.S. § 49-860(B).
  - iv. Payment of special waste fees as set forth in A.R.S. §§ 49-855(C)(2) and 49-863.
  - v. Procedures, as set forth in 40 CFR § 258.20, for detecting and preventing the disposal of regulated hazardous waste as defined in 40 CFR § 261 and unacceptable PCB wastes as defined in 40 CFR § 761.

### **3.2 Approved Alternative Daily Cover (ADC)**

This MFPA grants permission to apply alternate daily covers (ADC) at LPCRL. The following conditions shall govern all ADC use at LPCRL:

- a. Should the application of any ADC become impracticable or contribute to conditions hazardous to public health, safety, or the environment, then AW will terminate such use and revert to using compacted earthen material or other approved ADC.
- b. AW shall place compacted earthen material over the entire working face at the end of any operating day preceding a period of time when the facility is closed for more than twenty-four (24) hours unless otherwise specified.
- c. All waste-derived materials used as ADC shall be subject to solid waste landfill disposal fees.
- d. A minimum of a one (1) day stockpile of earthen cover material and required equipment shall be available to ensure a corrective response to any violation of performance of any ADC.
- e. The following are approved landfill ADC:
  1. Tarps (approved on 02/23/1999):

- i. Tarps can only be used for a twenty-four (24) hour period before additional waste or other approved cover materials must be applied.
  - ii. Tarps will not be used during adverse weather.
  - iii. Frayed, torn, ripped, or otherwise ineffective tarps will not be used.
2. Biosolids (approved 06/20/02): Processed biosolids that have been converted into a Class A product (dried sludge) in accordance with 40 CFR § 503 shall meet the performance criteria for daily cover as specified in 40 CFR § 258.21, and shall be handled as follows:
  - i. Processed sludge shall be applied at a minimum thickness of six (6) inches after compaction.
  - ii. Processed sludge, used for ADC or stockpiled, shall not be exposed for longer than twenty-four (24) hours. If the facility is closed the next day, six (6) inches of earthen material or other approved ADC shall be required for daily cover.
  - iii. In the event that the use of processed sludge becomes impracticable due to wet weather or high winds, soil or other approved ADC material shall be used as daily cover.
3. Auto Shredder Fluff (ASF) (approved 05/14/07): ASF that is not a hazardous waste pursuant to 40 CFR § 261 and meets the requirements of Arizona Administrative Code (A.A.C.) R18-13-1301 through 1307 shall be handled as follows:
  - i. ASF used for ADC shall be applied at a minimum thickness of six (6) inches after compaction. Any shortfall of ASF shall be supplemented with soil and/or an alternative approved ADC.
  - ii. ASF will not be exposed (as ADC or stockpiling) for longer than 72 hours. If the facility is closed the next day, six (6) inches of soil will be the required daily cover.
  - iii. ASF shall not be used on windy days or other adverse weather condition such that ASF particulates are dispersed beyond the active area of the landfill. Measures may be employed to increase the density of the ASF, such as mixing with soil.
  - iv. The following operational procedures will be implemented on the days when ASF is used for ADC:
    - a. All equipment used in landfill operations shall be equipped with an operational fire extinguisher.
    - b. Surplus earthen material shall be stockpiled in the vicinity of the working face to be used to cover and smother fire outbreaks.

- c. A full water truck shall be made readily available to combat any fires.

### 3.3 Operations

- a. AW shall implement a special waste control program as in accordance with A.A.C. R18-13-1301, R18-13-1304, and R18-13-1305.
- b. AW shall receive the following documents from the generator of any waste materials to be accepted for disposal at the LPCRL that are not listed in Section 3.1(a) of this MFPA (out-of-state special wastes):
  - 1. A complete list of waste identification information, including waste description, physical and chemical characteristics, and any applicable waste code. The generator shall verify that no EPA hazardous waste codes apply to the waste, and certify that the waste is non-hazardous.
  - 2. All laboratory analytical data, a copy of the material safety data sheet (MSDS), if applicable, and any other pertinent information about the waste.
  - 3. Any other documents demonstrating that the waste is non-hazardous.
- c. Use of water for dust suppression must be limited to the minimum quantity necessary for dust control. Water shall be not allowed to pond within the roadways or any other areas that use water to control dust.

### 3.4 Operational Provisions

Pursuant to A.R.S. Title 49, Chapter 4, Article 4, ADEQ requires that AW must:

- a. Operate LPCRL in a manner that protects public health and safety and the environment and prevents and abates environmental nuisances.
- b. Control wind dispersion and other surface dispersions of the landfill materials so that they do not create a public nuisance or pose an imminent and substantial endangerment to public health or the environment. Visible materials that have dispersed beyond the boundaries of the current work face shall be collected on a regular basis.
- c. Cover disposed solid waste with six (6) inches of earthen material or approved ADC at the end of each operating day or as necessary to control vectors, fires, odors, blowing litter, and scavenging.
- d. Prevent or control on-site populations of disease vectors using techniques appropriate for the protection of human health and the environment.
- e. Ensure that the concentration of methane gas generated by the facility does not exceed 25% of the LEL for methane in facility structures or exceed the LEL at the property boundary.
- f. Ensure that the landfill units do not violate any applicable requirements developed under

a State Implementation Plan approved by the EPA Administrator pursuant to section 110 of the Clean Air Act, as amended.

- g. Control public access and prevent unauthorized vehicular traffic and illegal dumping of wastes by using artificial barriers, natural barriers, or both, as appropriate.
- h. Ensure that there is no discharge of pollutants into the waters of the United States from the landfill.
- i. Ensure that bulk or non-containerized liquids are not placed in the landfill except liquids that are approved for disposal over the lined areas of the LPCRL including liquids commingled with household wastes, conditionally exempt small quantity generator wastes, leachate, condensate, and potable water when used as dust control.
- j. Record and retain in a daily operating record for the following items:
  - 1. Any location restriction demonstrations required under 40 CFR § 258, Subpart B.
  - 2. Random inspection, training, and notification documentation required by 40 CFR § 258.20.
  - 3. Gas monitoring results and any remediation plans required by 40 CFR § 258.23.
  - 4. MSWLF unit design documentation for placement of leachate and/or gas condensate in a landfill cell as required by 40 CFR § 258.28(a)(2).
  - 5. Closure and post-closure care plans and monitoring, testing and/or analytical data as required by 40 CFR §§ 258.60 and 258.61.
  - 6. Financial assurance documentation required by 40 CFR § 258, Subpart G.
- k. Handle regulated asbestos and asbestos-containing material by placing this material in a separate portion of the landfill and handling it in accordance with NESHAP regulations (40 CFR § 61) and ADEQ Air Quality guidelines.

### **3.5 Excluding the Receipt of Hazardous Waste**

Pursuant to 40 CFR § 258.20, AW shall continue its program at the facility for detecting and preventing the disposal of regulated hazardous waste as defined in 40 CFR § 261 and unacceptable PCB wastes as defined in 40 CFR § 761. This program must include at minimum:

- a. Random inspections of incoming loads to ensure that loads do not contain unapproved materials as listed in Section 2.2(a) of this MFPA.
- b. Records of any inspections.
- c. Training of facility personnel to recognize regulated hazardous waste and unacceptable PCB wastes.
- d. Notification of the ADEQ Solid Waste Inspections and Compliance Unit if a regulated hazardous waste or unacceptable PCB waste is discovered at the facility.

- e. Reviewing all industrial and commercial process waste streams prior to acceptance (pre-screening) to ensure proper management and exclude the acceptance of hazardous wastes or unacceptable PCBs.

### **3.6 Stormwater Management**

- a. The proper control of surface water drainage shall be implemented to prevent stormwater from running onto the site. Any soil erosion or ponding of stormwater in the landfill will be corrected to ensure proper coverage of waste and stormwater management in the landfill area pursuant to 40 CFR § 258.26.
- b. The drainage diversion system must be capable of diverting surface water run-on and run-off resulting from a rainfall event equal to a twenty-four (24) hour, twenty-five (25) year storm away from both active and inactive landfill areas in accordance with 40 CFR § 258.26.
- c. LPCRL units shall not cause the discharge of pollutants into waters of the United States.
- d. All surface water collection systems shall be constructed to resist the maximum horizontal acceleration in lithified earth at this site.

### **3.7 Groundwater Monitoring**

The groundwater monitoring requirements of 40 CFR §§ 258.51 through 258.55 have been suspended at LPCRL based upon a demonstration approved by ADEQ on September 13, 1996, under the authority of 40 CFR § 258.50(b).

### **3.8 Landfill Gas Monitoring**

- a. AW shall continue its routine methane monitoring program to ensure that the standards of 40 CFR § 258.23(a) are met. Such routine methane monitoring shall be designed to include:
  - 1. Facility structures (excluding gas control or recovery systems), and
  - 2. Facility property boundaries.
- b. Routine methane monitoring shall be conducted at least quarterly based on the requirements of 40 CFR § 258.23(b)(2) and may be changed by the Director after a reported landfill gas exceedance.
- c. Pursuant to 40 CFR § 258.23, if a methane gas exceedance occurs at facility structures or at the facility boundaries, AW shall immediately take all necessary steps, as specified in Section 2.3(b) in this MFP A, to ensure protection of human health and the environment.
- d. AW shall operate and maintain gas monitoring equipment after landfill closure as required in 40 CFR § 258.23 and 40 CFR § 258, Subpart F.

### 3.9 New Construction

- a. All future construction will follow ADEQ approved designs, drawings and specifications.
- b. A quality assurance engineer (QAE) shall be responsible for all construction quality assurance (CQA) and construction quality control (CQC) procedures for any construction. The QAE shall be an Arizona registered professional engineer. The QAE shall be responsible for reporting, inspecting, collection and interpretation of field and laboratory results. The QAE shall certify that all construction, including excavation, soil segregation, subgrade preparation, liners and leachate recovery and collection system installation, operation layer construction, and any other construction or installation work, is performed according to the CQA program referenced in the project quality assurance manual, the manufacturer's specifications, engineering testing standards and/or the federal, state, or local regulations that may apply to the work.
- c. AW shall submit the CQA/CQC report, as-built drawings and certifications of completion to the ADEQ Solid Waste Plan Review Unit prior to the beginning of new cell fill operations. The CQA/CQC report may be delayed for up to sixty (60) days by the QAE's temporary certification letter. If the CQA/CQC report is not submitted to ADEQ within sixty (60) days of the temporary certification letter, ADEQ may rescind the approval.
- d. Pursuant to A.R.S. § 49-762.06, AW shall submit a notification to ADEQ of any Type II, III, or IV change to the approved *SWFP*. Type III and IV changes require prior approval from ADEQ before implementation.
- e. The configuration of the final landfill slopes and elevations shall be consistent with the site zoning and the plans that are part of this approval.

### 3.10 Safety Issues

- a. Access: AW must limit and control public access, unauthorized vehicular traffic, and illegal dumping of wastes by using natural barriers, artificial barriers, or both, as appropriate, to protect human health and the environment pursuant to 40 CFR § 258.25.
- b. Scavenging: No material can be removed or scavenged from the working face except to remove unauthorized waste materials identified after disposal.
- c. Working face: The size of the working face must be limited to the smallest possible area to provide easy manageability, ensure vehicle and public safety and minimize public health nuisances.
- d. Landfill gas: AW must ensure, in accordance with 40 CFR § 258.23, that the concentration of methane gas generated by the facility does not exceed:
  - 1. 25% of the LEL for methane in facility structures, and
  - 2. The LEL for methane at the property boundary.

### 3.11 Recordkeeping

- a. Landfill gas exceedances must be reported as in accordance with 40 CFR § 258.23.

- b. AW shall comply with all other recordkeeping requirements pursuant to 40 CFR § 258.29 for at least three (3) years from the date of occurrence. These records shall be available for ADEQ personnel upon request.
- c. AW shall submit a summary of all Type II change modifications to ADEQ annually, by March 31, for the preceding calendar year.
- d. AW shall maintain any Type I change records in the facility file for a minimum of three (3) years from the date of occurrence in accordance with A.R.S. § 49-762.06(A)(1). These records shall be available to ADEQ personnel upon request. Additional operational records such as landfill fire, visual settlement or subsidence, explosions, discharge of hazardous or other wastes not permitted at the landfill facility, flood damage or erosion shall be placed in a file that is retained on site.

### **3.12 Annual Registration and Disposal Fees**

- a. AW shall comply with A.R.S. § 49-747 and A.A.C. R18-13-2101 through 2103 and shall pay an annual registration fee for LPCRL to ADEQ.
- b. AW shall comply with A.R.S. § 49-836 and pay solid waste landfill disposal fees to ADEQ based on the amount of the waste landfilled at LPCRL.
- c. AW shall comply with A.R.S. §§ 49-855(C)(2) and 49-863, and pay a fee to ADEQ for each ton of special waste received at LPCRL.

## **4.0 CLOSURE AND POST-CLOSURE PROVISIONS**

AW must update the approved closure plan prior to closure if conditions have changed from the originally approved closure plan. The updated plan requires ADEQ approval pursuant to A.R.S. § 49-762.06 if the approved landfill capacity, closure configuration, or storm water management systems are modified.

### **4.1 Final Closure**

The following steps will occur during the landfill closure process:

- a. In accordance with 40 CFR § 258.60(e), AW must notify ADEQ of the intent to close the landfill.
- b. In accordance with 40 CFR § 258.60(g), closure activities for LPCRL must:
  - 1. Begin no later than thirty (30) days after the date on which LPCRL receives its known last receipt of waste or if the landfill has remaining capacity and there is a reasonable likelihood that LPCRL will receive additional waste, no later than one (1) year after the most recent receipt of waste, and
  - 2. Follow the approved closure plan that is part of the *SWFP*.
- c. Closure activities must be completed within one hundred eighty (180) days following beginning of closure as specified in paragraph (b) above.

- d. Following closure construction, AW shall notify ADEQ through a certification document, signed and sealed by an independent Arizona registered professional engineer, that the closure has been completed in accordance with the approved LPCRL closure plan and this MFPA.
- e. Upon approval of the closure certification report by ADEQ, a letter will be issued notifying AW that LPCRL is officially closed and released from future annual registration fees and operational financial assurance.

#### **4.2 Final Cover Construction**

The final cover shall be constructed as follows:

- a. The alternative final cover shall consist of a 30-inch thick monolithic layer of on-site soil on top of a 12-inch thick layer of intermediate cover soil, as described in *Alternative Final Cover Evaluation Using Evapo-Transpiration Barrier for La Paz County Regional Landfill*, prepared by Hoque & Associates, Inc., dated August 7, 2008.
- b. Any changes to the approved final cover system shall be approved by ADEQ pursuant to A.R.S. § 49-762.06 prior to implementation of the changes.

#### **4.3 Post-Closure Care**

Post-closure care shall be provided at LPCRL for thirty (30) years from the date of final closure acknowledgment by ADEQ under 40 CFR § 258.61(a), except as provided under 40 CFR § 258.61(b), and shall consist of:

- a. Maintaining the integrity and effectiveness of any final cover, including making repairs to the cover as necessary to correct the effects of differential settlement, subsidence, erosion, or other events, and preventing run-on and run-off from eroding or otherwise damaging the final cover.
- b. Maintaining and operating the landfill leachate collection, treatment and disposal systems in accordance with the requirements of 40 CFR § 258.40. The Director may waive this requirement if AW demonstrates that leachate no longer poses a threat to human health and the environment.
- c. Maintaining and operating the landfill gas monitoring system in accordance with the requirements of 40 CFR § 258.23 and 40 CFR § 258, Subpart F. The Director may waive this requirement if AW demonstrates that landfill gas production no longer poses a threat to human health and the environment.
- d. Maintaining in good repair all stormwater control structures, internal roads, signs, fences, and any other structures required for monitoring activities and post-closure care of the closed landfill facility.

#### **4.4 Post-Closure Financial Assurance**

Yearly financial assurance demonstrations for the thirty (30) years of post-closure care, as required by Section 2.5 of this MFPA, will continue until AW is notified by ADEQ that it is released from this requirement.

## 5.0 APPROVAL HISTORY

|          |                                                                                                      |
|----------|------------------------------------------------------------------------------------------------------|
| 06/05/89 | Notice of Disposal                                                                                   |
| 11/28/90 | Aquifer Protection Permit (APP) No. P-101856                                                         |
| 11/28/90 | Approval to Construct La Paz County Main Landfill                                                    |
| 12/10/90 | Approval to Operate La Paz County Main Landfill                                                      |
| 01/17/92 | Approval for Waste Tire Collection Site                                                              |
| 06/10/94 | APP No. P-101856 - Revised                                                                           |
| 04/28/95 | APP No. P-101856 - Minor Modification for Alternative Liner                                          |
| 09/28/95 | APP No. P-101856 - Minor Modification for Construction Phase 2 Cell and Owner/Operator Updated       |
| 09/13/96 | APP No. P-101856 - Suspension of Groundwater Monitoring                                              |
| 05/06/98 | APP No. P-101856 - Type II Change Approval to Accept Non-Hazardous CERCLA Waste                      |
| 10/01/98 | APP No. P-101856 - Modification for Approval of Septic Waste Impoundment                             |
| 11/16/98 | SWFP No. 15004700 - La Paz Landfill and Waste Tire Monofill                                          |
| 02/23/99 | SWFP No. 15004700 - Type II Change Approval for Geosynthetic Cover Material as Alternate Daily Cover |
| 05/22/00 | SWFP No. 15004700 - Type II Change Approval to Accept Regulated and Non-Regulated Asbestos           |
| 12/13/00 | Battery Collection/Recycling Facility Authorization No. 130                                          |
| 08/06/01 | SWFP No. 15004700 - Type III Change Approval to Use Shredded Tires in Waste Tire Monofill            |
| 06/20/02 | SWFP Approval No. 15004700.01 for a Type III Change Approval to Use Biosolids as ADC                 |
| 01/14/05 | SWFP Approval No. 15004700.00                                                                        |
| 05/14/07 | MFPA No. 15004700.02 - Type III Change Approval to Use ASF as ADC                                    |
| Current  | MFPA No. 15004700.03 - Type III Change Approval for Alternative Final Cover                          |

## 6.0 REFERENCES

|          |                                                                                                                  |
|----------|------------------------------------------------------------------------------------------------------------------|
| 05/04/94 | <i>Comments Regarding Location and Operating Requirements</i> , by ADEQ                                          |
| 06/06/94 | <i>Response to Comments Regarding Location and Operating Requirements</i> , by Browning-Ferris Industries        |
| 07/08/94 | <i>La Paz County Main Landfill Operations Plan</i> , by Browning-Ferris Industries                               |
| 03/02/95 | <i>Proposal for Use of an Alternate Daily Cover (ADC) for the La Paz County Landfill</i> , by Vector Engineering |
| 03/09/95 | <i>Approval for One Year ADC Cover Pilot Study</i> , by ADEQ                                                     |
| 05/04/95 | <i>Solid Waste Facility Plan for the La Paz County Landfill</i> , by Vector Engineering                          |
| 05/31/95 | <i>La Paz County Landfill, Memo Regarding a No Migration Potential Demonstration</i> , by ADEQ                   |
| 07/14/95 | <i>La Paz County Landfill Technical Comments for Solid Waste Facility Plan</i> , by ADEQ                         |
| 08/08/95 | <i>List of Errata, La Paz County Landfill Solid Waste Facility Plan</i> , by La Paz County Board of Supervisors  |
| 08/08/95 | <i>Partial Response to ADEQ Comments</i> , by Squire, Sanders & Dempsey                                          |
| 08/09/95 | <i>Response to Response to Comments</i> , by ADEQ                                                                |
| 08/11/95 | <i>Additional Responses to Comments</i> , by ADEQ                                                                |
| 02/27/98 | <i>Type II Change Request for PCS</i> , by La Paz County                                                         |
| 04/02/98 | <i>Type II Change Approval for PCS</i> , by ADEQ                                                                 |

|          |                                                                                                                                                                                     |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 05/06/98 | <i>Type II Change Approval for Non-Hazardous CERLA Waste, by ADEQ</i>                                                                                                               |
| 10/02/98 | <i>APP Modification Approval for Septage Impoundment Point of Compliance, by ADEQ</i>                                                                                               |
| 04/10/00 | <i>Type II Change Request for Asbestos Disposal, by Allied Waste</i>                                                                                                                |
| 05/22/00 | <i>Type II Change Approval for Asbestos Disposal, by ADEQ</i>                                                                                                                       |
| 06/21/00 | <i>EPA Determination of Continued Acceptability Under the CERLA Off-Site Rule, by US EPA</i>                                                                                        |
| 04/25/01 | <i>Type III Change Request for Disposal of Shredded Tires in Waste Tire Monofill, by Vector Engineering</i>                                                                         |
| 08/06/01 | <i>Type III Change Approval for Disposal of Shredded Tires in Waste Tire Monofill, by ADEQ</i>                                                                                      |
| 03/11/02 | <i>Request to Use Biosolids as ADC, by Allied Waste</i>                                                                                                                             |
| 03/15/02 | <i>Clarification of Biosolids Processing Operation and Request for Type III Change to Use Processed Sludge as an ADC, by Allied Waste</i>                                           |
| 04/10/02 | <i>Status of Type III Change Approval, by ADEQ</i>                                                                                                                                  |
| 06/24/02 | <i>Type III Change Approval for Use of Biosolids as ADC, by ADEQ</i>                                                                                                                |
| 01/11/07 | <i>Type III Change, Application for Alternative daily Cover, Auto Shredder Fluff, La Paz County Landfill, by Allied Waste</i>                                                       |
| 03/14/07 | <i>Response to First Administrative Completeness Review, Type III Change, Application for Alternative Daily Cover, Auto Shredder Fluff, La Paz County Landfill, by Allied Waste</i> |
| 08/07/08 | <i>Alternative Final Cover Evaluation Using Evapo-Transpiration Barrier for La Paz County Regional Landfill, by Hoque &amp; Associates, Inc.</i>                                    |

----- **End of Master Facility Plan Approval No. 15004700.03** -----