



Contract Number

23-528

SAP Number

4400022003

Public Works – Solid Waste Management Division

Department Contract Representative	Darren Meeka, Deputy Director
Telephone Number	(909) 386-8701
Contractor	Baker Community Services District
Contractor Representative	Greg Bowman, General Manager
Telephone Number	(760) 733-4402
Contract Term	3 years (July 1, 2023 to June 30, 2026)
Original Contract Amount	\$348,254
Amendment Amount	
Total Contract Amount	Not to Exceed \$348,254
Cost Center	6702364250

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County (County) desires to continue to operate a Community Collection Center (CCC) at the Baker Medium Volume Transfer Processing Facility (BMVTPF) and provide transportation of waste collected to the Barstow Sanitary Landfill; and

WHEREAS, the County desires to contract with the Baker Community Services District (Contractor or BCSD) to provide these services, and

WHEREAS, the Contractor has been operating the CCC on BCSD property and providing transportation of waste collected at the BMVTPF to the Barstow Sanitary Landfill in the event the County is unable to provide service (e.g., due to equipment breakdown) since June 1997; and

WHEREAS, the County desires that such services continue to be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

1. Project

Contractor shall operate a CCC at the Baker Medium Volume Transfer Processing Facility and provide transportation of waste collected to the Barstow Sanitary Landfill in the event the County is unable to provide services (e.g., due to equipment breakdown).

2. Scope of Work

Contractor will operate the BMVTPF according to the Scope of Work (Exhibit 1) and as described in the Facility Plan – Baker Medium Transfer/Processing Facility (Exhibit 6). The facility will be open six (6) hours per day, four (4) days per week, and fifty-two (52) weeks per year.

Contractor will haul waste collected at the BMVTPF to the Barstow Sanitary Landfill in the event the County is unable to provide service (e.g., due to equipment breakdown). The Contractor will be paid on a per trip basis as specified in the Operations Cost sheet (Exhibit 2).

3. Retention of Contractor

(a) Independent Capacity

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County. Any provision of this Contract that may appear to give the County any right to direct the Contractor concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the County concerning the end results of the performance.

(b) Contractor Project Manager and Key Personnel

Contractor herein designates Greg Bowman to be the Project Manager. Contractor shall not change the Project Manager without written acknowledgment to the County. The Project Manager or designee must respond to County inquiries within two (2) business days or as otherwise required by the Scope of Work (Exhibit "1"). If the Project Manager will be unavailable to the County for more than three (3) days, another person must be designated as a contact for the County. Further, Contractor must provide a list of and the résumés of the individuals who will provide services to the County. These individuals will be designated "key personnel" and may not be removed from the project that is the subject matter of the Contract without the written approval of the County.

(c) Subcontractors

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Sections 8 and 9. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- (1) Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
- (2) Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
- (3) Include in the subcontractor's subcontract substantially similar terms as are provided in Exhibits 1 and 2 and the same terms and conditions as Contractor in this Contract.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

(d) RESERVED

(e) Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or services, and County shall have the right, at its sole option, to refuse access to any of Contractor's personnel to any County facility.

(f) Compliance with County Policy

In performing the services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

4. Commencement of Work

Contractor shall commence work on July 1, 2023. Contractor shall confer on an as-needed basis with the County's Project Manager to review progress of work elements, adherence to work schedule, coordination of work, scheduling of reviews, and resolve any problems that may develop.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

5. Compensation

For the work authorized under this Contract, Contractor shall be compensated for the work performed in an amount not to exceed \$348,254.

Contractor shall be paid its actual time and materials as specified in, and subject to the limitations of "Exhibit 1", Contractor's "Scope of Work" and in "Exhibit 2", "Operations Cost", in an amount not to exceed \$348,254, from July 1, 2023 to June 30, 2026.

(a) Payment by Electronic Funds Transfer (EFT)

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

(b) Travel Management

Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1)) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

(c) Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

(d) Costs Incurred

Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

6. Term of Contract

This Contract is effective as of July 1, 2023 and expires June 30, 2026, with an option to extend for one additional 3-year term, but may be terminated earlier in accordance with provisions of this Contract.

7. Termination for Convenience

The County for its convenience may terminate the Contract in whole or in part, for any reason, upon thirty (30) calendar days written notice. If such termination is affected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to the County and transfer title (if necessary) to all completed work, and work in progress, including spare parts, drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

9. Insurance

(a) Coverage

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

- (1) Worker's Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

(2) Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

(3) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(4) Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

(5) a. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits, or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits, or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

(b) Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsements from ISO, CG 2010.11 85.

(c) Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

(d) Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

(e) Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

(f) Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, at the time the Contract is executed additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

(g) Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

(h) Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

(i) Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

(j) Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

10. Licenses, Permits and Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of the Contract. Professional Engineers shall be duly registered in the State of California.

11. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the Contractor shall promptly notify the County within one (1) working day in writing and by telephone.

12. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements

of Section 7 Termination of Convenience. Unless otherwise directed by County, Contractor may retain copies of such items.

13. Artwork, Proofs and/or Negatives

All artwork, proofs, and/or negatives in either print or digital format for the project that is the subject matter of the Contract are the property of the County. These items must be returned to the County within ten (10) days upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue available legal remedies. In addition, the Contractor will be barred from all future contracts with County, for a period of at least six (6) months.

14. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

15. Release of Information

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

16. Contact with Regulatory Agencies

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Contractor will use its professional efforts to notify and confer with the County before such contact, the Parties recognizing that there may not be the time for such in an emergency), Contractor shall not contact the Local Enforcement Agency, South Coast Air Quality Management District or other regulatory agencies concerning any site that is the subject of this Contract without the County's prior approval.

17. Right to Monitor and Audit

The County, State and Federal Government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

18. Cooperation Between All System Contract Contractors

This Contract is but one of the County contracts which are or will be necessary to keep, operate and maintain the County's Solid Waste Disposal System ("**Disposal System**"), including without limitation for the overall expansion, operation, maintenance, remediation and closure of the Disposal System. Specifically, but not by way of limitation, the County has entered, or will enter into, the following contracts with third parties: (i) construction contracts related to various aspects of the expansion, remediation and closure of the Disposal System; (ii) contracts for the management of the foregoing construction contracts, to the extent the County does not manage such contracts with its own employees; (iii) a contract for the aggregate operation at the Mid Valley Landfill; (iv) contracts for the operation and maintenance of the landfill gas collection systems located at various County Landfills; (v) the lease of the landfill gas collection systems and lease of the rights to the landfill gas collected by such systems; (vi) a contract for the operation of the Baker Transfer Station; (vii) a Development contract with the City of Rialto regarding various aspects of the expansion of the Mid Valley Landfill; (viii) a contract with the City of Needles relating to the closure of the Needles Landfill; and (ix) a contract for performing day to day operations at the facilities comprising the Disposal System. These contracts, together with this Contract, will collectively be referred to as "**All System Contracts**".

In performing its duties under this Contract, Contractor shall be required, pursuant to direction provided by the Deputy Director - Solid Waste Management Division, to coordinate such performance with the performance of the duties required of the contractors under each of the other All System Contracts. Likewise, the contractors under each of the other All System Contracts will be required to coordinate the performance of the duties required of them under the terms of their contracts with the performance of the duties required of the contractors under each of the other All System Contracts, including this Contract. The goal of the County is to maximize, in the aggregate, the effectiveness of performance of the duties required under all of the All System Contracts to keep, operate and maintain the Solid Waste Disposal System, rather than to maximize the effectiveness of performance of duties required to be performed under any single All System Contract.

19. Employment Discrimination

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with

Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

20. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed, by the County and such conflict may constitute grounds for termination of this Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

21. Damage to County Property, Facilities, Buildings or Grounds

The Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

22. Former County Officials

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor or its subcontractor(s) being utilized on this project. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment and/or representative capacity and the dates these individuals began employment with or representation of Contractor. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Contractor is directed to review and must comply with County Code sections 13.0701 through 13.0708 which can be viewed at www.sbcounty.gov. The applicable sections are found under Title 1 – Government and Administration, Division 3 – Personnel, Chapter 7 – Disqualification of Former Officers and Employees.

23. Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

24. Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

25. RESERVED

26. Notice

(a) Service

Except as otherwise required by law, any notice, information, request or reply (“**Notice**”) required or permitted to be given under the provisions of this Contract shall be deemed fully given when made in writing and either personally served, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the respective Parties specified in Section 26(d) below.

(b) When Effective

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in Paragraph 26(a).

(c) Change of Address

Either Party may, by written Notice to the other in the manner provided herein, specify an address within the United States for notices in lieu of or in addition to the address set forth below. Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

(d) Designation of Recipients

Until changed by Notice duly given, the following persons shall receive all notices required or permitted to be given under the provisions of this Contract:

(1) For Contractor:

Greg Bowman, General Manager
Baker Community Services District
P.O. Box 590, 72730 Baker Blvd.
Baker, CA 92309
Telephone: (760) 733-4402

(2) For County:

Darren Meeka, Deputy Director
Solid Waste Management Division
San Bernardino County
222 West Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017
Telephone: (909) 387-8701

27. Contract Assignability

Without the prior written consent of the County, this Contract is not assignable by the Contractor either in whole or in part.

28. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of this Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and the County.

29. Attorney Fees and Costs

If any legal action is instituted to enforce any Party's rights in this Contract, each Party shall bear its own costs and attorneys' fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a Party hereto and payable under **the Indemnification and Insurance Requirements**.

30. Venue

The Parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party

and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

31. Environmental Products Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for proposals and for any printed or photocopied material created as a result of this Contract. The policy also requires Contractor to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

32. Iran Contracting Act of 2010

(Public Contract Code sections 2200 et seq.)

(Applicable for all Contracts of one million dollars (\$1,000,000) or more)

In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of an existing Contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.

33. Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of this Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

34. Prevailing Wage Laws

By its execution of this Agreement, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phase of construction including, but not limited to, inspection and land surveying work". If the Scope of Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Scope of Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Exhibit 5 "Prevailing Wage Requirements" for additional information and requirements for Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Exhibit 5. The applicable general prevailing wage determinations are on file with the County and are available to any interested party upon request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

35. Errors, Omissions and/or Conflicts

Contractor shall be responsible for the integrity of all design and research studies prepared or approved by the Contractor and should County suffer damages due to errors, omissions, and/or conflicts within such documents, the Contractor shall be responsible to County for costs of all such damages.

36. Debarment and Suspension

The Contractor certifies that neither it nor its principals, or other key decision makers, or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or on the Federal Government Excluded Parties List System. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). As a requirement of this Contract, Contractor must be registered in the Federal Government Excluded Parties List System. Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State. Contractor agrees that signing this Contract shall constitute signature of this Certification.

37. Miscellaneous Provisions

(a) Compliance with Legal Requirements

With respect to its performance of any work required under this Contract, Contractor and its subcontractors shall be required to meet all legal requirements the County requires all of its Contractors to meet.

(b) Covenant of Good Faith and Fair Dealing

The Parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

(c) Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(d) Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees and subconsultants/subcontractors, while performing service for the County, on County property, or while using County equipment:

- (1) Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- (2) Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- (3) Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another Person.

The Contractor shall inform all employees and subconsultants/subcontractors that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees or subconsultants/subcontractors are determined by the County not to be in compliance with above.

(e) Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the services performed pursuant to this Contract.

(f) Complete Agreement; Priority

This Contract, including all Attachments, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth

herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

(g) Binding Effect

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties, provided no such assignment is in violation of the provisions of this Contract.

(h) Captions and Headings

Section, subsection, and paragraph captions and headings are used only for convenience and shall not be used in determining the intent of the Parties in entering into this Contract nor in otherwise construing or interpreting this Contract.

(i) Legality and Severability

The Parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

(j) Representation of County

The Director of the Department of Public Works or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract and shall be the final authority in all matters pertaining to the Scope of Work by Contractor. If this Contract was initially approved by the San Bernardino County Board of Supervisors, the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

(k) Execution in Counterparts

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

(l) Governing Law

This Contract shall be governed by and construed according to the laws of the State of California.

(m) Time for Performance

Time is of the essence in performance of this Contract and of each of its provisions.

(n) Waiver

Failure by a Party to insist upon the strict performance of any of the provisions of this Contract by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Contract thereafter.

(o) RESERVED

(p) Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

(q) Disclosure of Criminal and Civil Procedures

County reserves the right to request the information described herein from Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

38. Successors and Assigns

This Contract shall be binding upon County and Contractor and their respective successors and assigns.

Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Contractor without the prior written consent and approval of County.

Death or Incapacity: If the Contractor transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Section 5, Compensation, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Contractor and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Contractor herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Contractor.

39. Correction of Performance Deficiencies

Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- (a) Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- (b) Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- (c) Withhold funds pending duration of the breach; and/or
- (d) Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- (e) Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, County may proceed with the work in any manner deemed proper by County. The cost to County shall be deducted from any sum due to Contractor under this Contract and the balance, if any, shall be paid by Contractor upon demand.

Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

IN WITNESS WHEREOF, San Bernardino County and Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► Dawn Rowe

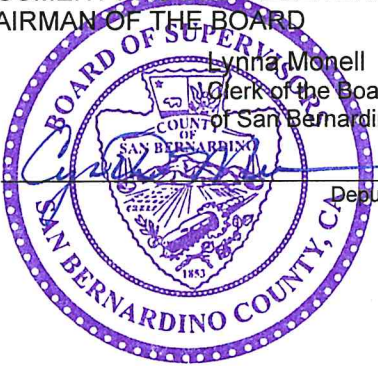
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 13 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By [Signature] Deputy



(Print or type name of corporation, company, contractor, etc.)

By ► Kenneth E. Hall
(Authorized signature - sign in blue ink)

Name Kenneth Hall
(Print or type name of person signing contract)

Title Board President
(Print or Type)

Dated: 5.12.23

Address P.O. Box 590, 72730 Baker Blvd.
Baker, California 92309

FOR COUNTY USE ONLY

Approved as to Legal Form

► Jolena Grider
Jolena Grider, Deputy County Counsel
Date 5/30/23

Reviewed for Contract Compliance.

► Andy Silao
Andy Silao, P.E., Contract Compliance Officer
Date 5/30/2023

Reviewed/Approved by Department

► Brendon Biggs
Brendon Biggs, Director
Date 5/31/23

Standard Contract

EXHIBIT 1

SCOPE OF WORK

Task 1: Operate the Baker Medium Volume Transfer Processing Facility as described in the Facility Plan – Baker Medium Volume Transfer/Processing Facility.

Task 2: Haul waste collected at the Baker Medium Volume Transfer Processing Facility to the Barstow Sanitary Landfill in the event the County is unable to provide service (e.g., due to equipment breakdown).

Standard Contract

EXHIBIT 2

OPERATIONS COST

Task 1

The facility is open 6 hours a day, 4 days a week, and 52 weeks a year. The operator will be paid at a rate of \$37.14/hour.

$\$37.14/\text{hr} \times 6 \text{ hrs/day} \times 4 \text{ days/wk} \times 52 \text{ wks/yr} = \$46,350.72 \text{ annually}$

Task 2

Contractor may be paid \$1,061.21 per trip (up to \$55,182.92 per year) for the transport of the municipal waste from the Baker Medium Volume Transfer Processing Facility (BMVTPF) to the Barstow Sanitary Landfill, in the event the County is unable to transfer the waste, on an as-needed basis (e.g., due to equipment breakdown). Contractor will only provide waste transportation upon written approval from the County Solid Waste Management Division.

Task 3

Contractor will be compensated \$2,500 per year for the cost of hydraulic fuel and fluid.

Task 4

Contractor will be compensated \$795.91 per month for rental fee for the use of the Baker Community Services District property for the BMVTPF, for an annual cost of \$9,550.92.

Task 5

Contractor will be compensated \$2,500 per year for maintenance and facilities improvements.

Standard Contract
EXHIBIT 3

INVOICE SUMMARY

Company Name/Letterhead
Remit to Address
City, State, Zip Code

SAMPLE

Date

San Bernardino County
Department of Public Works
Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor

Invoice # _____

San Bernardino, CA 92415-0017

Attention: Fiscal Section

Project Title: Baker Medium Volume Transfer Processing Facility

Description of the Project: Operation of the Community Collection Center

Contract #: 00-000

INVOICE SUMMARY

Site Location	Task #	Scope of Work	Amount	Less	Net Amount
Baker	100	Operations	\$	(\$)	\$
Baker	200	Hauling Cost to Barstow Landfill	\$	(\$)	\$

Total Current Charges \$
(\$)

Total Charges Due \$

Submitted by: _____
(Name) (Title)

(Telephone)

Note: ALL terminology should be consistent with language used in the contract.

REPORT OF ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES FORM

Green Purchasing Report from _____ (vendor)

Account No. _____
MM/DD/YYYY to MM/DD/YYYY

[illegible]

Standard Contract

Exhibit 5

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;

- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
 - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from these requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction,

alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars

(\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

a. Submit Contract Award Information (DAS-140):

i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

- ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
- i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

- v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

Exhibit 6

Facility Plan – Baker Medium Transfer/Processing Facility

FACILITY PLAN
BAKER MEDIUM VOLUME
TRANSFER/PROCESSING FACILITY (MVTPF)

County of San Bernardino

Prepared by



County of San Bernardino
Solid Waste Management Division
222 W. Hospitality Lane, Second Floor
San Bernardino, California 92415-0017



MARCH 2020



**Public Health
Environmental Health Services**

Trudy Raymundo
Director

Corwin Porter
Assistant Director

Maxwell Ohikhuare, M.D.
Health Officer

Jennifer Osorio
Division Chief

April 8, 2020

Marc Rodabaugh
Department of Public Works
Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

**SUBJECT: BAKER MEDIUM VOLUME TRANSFER PROCESSING FACILITY
(SWIS # 36-AA-0373) REGISTRATION PERMIT**

Dear Mr. Rodabaugh,

On April 1, 2020, the San Bernardino County Local Enforcement Agency (LEA) received a Registration Permit application and an updated Facility Plan for the Baker Medium Volume Transfer Processing Facility. The LEA has determined the Registration Permit application package is complete and correct pursuant to 14 CCR §18104. The LEA accepts the application for filing on April 8, 2020 and is formally issuing the Registration Permit for the Baker Medium Volume Transfer Processing Facility. The attached Public Notice shall be posted at the facility for ten days. The LEA is providing CalRecycle with the following items:

- A copy of the Registration Permit
- Application for Registration Permit
- A copy of the updated Facility Plan

If you have any questions, please contact me at Lourdes.Laninovich@dph.sbcounty.gov or 800-442-2283.

Sincerely,

Lourdes Laninovich, REHS
Environmental Health Services – LEA

BOARD OF SUPERVISORS

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Gary McBride
Chief Executive Officer

cc: Kimberly Tra, LEA (Kimberly.Tra@dph.sbcounty.gov)
Rodney Tolosa, LEA (Rodney.Tolosa@dph.sbcounty.gov)
Megan Emslander, CalRecycle (Megan.Emslander@CalRecycle.ca.gov)
Jan Zimmerman, Lahontan RWQCB (Jan.Zimmerman@waterboards.ca.gov)
Diana Torres, SWMD (Diana.Torres@dpw.sbcounty.gov)
Corina Ortiz, SWMD (Corina.Ortiz@dpw.sbcounty.gov)
David Prusch, LUS (David.Prusch@lus.sbcounty.gov)



Department of Public Works

- Flood Control
- Operations
- Solid Waste Management
- Surveyor
- Transportation

Brendon Biggs, M.S., P.E.
Interim Director

March 26, 2020

Kimberly Tra, REHS
Department of Public Health
Environmental Health Services Division
385 North Arrowhead Avenue, 2nd Floor
San Bernardino, California 92415-0160

RE: BAKER MEDIUM VOLUME TRANSFER/PROCESSING FACILITY (FACILITY NO.36-AA-0373), COUNTY OF SAN BERNARDINO, CALIFORNIA

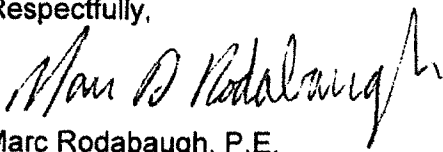
Dear Ms. Tra:

The County of San Bernardino, Solid Waste Management Division (SWMD) is submitting an RFI Amendment to the Baker Medium Volume Transfer/Processing facility (MVTPF) for a change in the number of tire bins allowed at the facility. The Baker MVTPF has designated areas for the storage of various waste materials, which include an area for the storage of tires. The current Baker MVTPF Registration Permit allows for the use of one (1) 40-yard bin for storage of tires. The purpose of this RFI Amendment is to add one additional 40-yard tire bin, for a total of two (2) tire bins at the site.

As part of this amendment, the Baker MVTPF Report has been revised to show the right number of bins designated for the storage of tires at the Baker facility. It should be noted that tires are picked up by the contractor operator on an as needed basis. Drawing 2 has been updated to show the location of each storage unit, including the location of the tire bins.

If you have any questions or need any additional information about this RFI submittal, please contact Diana Torres at 909-386-8767 or the undersigned at 909-386-9017.

Respectfully,


Marc Rodabaugh, P.E.
Chief Engineer

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Vice Chair, Fifth District

Gary McBride
Chief Executive Officer

Registration Permit Application

Facility Name: Baker Medium Volume Transfer/Processing Facility

Address/Location: Baker Community Services District Sewage Impoundments Yard, South side of Kelbaker Road, South of I-15, Baker, CA 92309

Phone Number: (760) 733-4402

Facility Operator:	County of San Bernardino Solid Waste Management Division	Land Owner:	Baker Community Service District
Mailing Address:	222 W. Hospitality Lane, 2 nd Floor San Bernardino, California 92415-0017	Mailing Address:	P.O. Box 590 Baker, California 92309
Address Where Process May be Served:	Same as Above	Address Where Process May be Served:	72730 Baker Blvd Baker, California 92309
Phone Number:	(909) 386-8701	Phone Number:	(760) 733-4402

Facility Information: Medium Volume Transfer/Processing Facility

Section Authorizing Eligibility: 14 CCR, Division 7, Chapter 3, Article 6, Section 17403.6

Volume and Type of Waste/Material(s) Handled: Mixed/Municipal Solid Waste; Metals; White Goods; Tires

Site Capacity:	25	Cubic Yards or Tons
Peak Loading:	up to 25	Cubic Yards or Tons /Day
Annual Loading:	up to 5075	Cubic Yards or Tons

Days and Hours of Operation: Open to the public: 8:00 a.m. - 2:00 p.m.; Monday, Tuesday, Friday, Saturday; Site Activities: 7:00 a.m. - 5:00 p.m., Monday through Saturday (Site closed to the public Wednesdays, Thursdays, Sundays with full closure on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day)

Facility Size: 1.5 Acres Area
Operating Area: Approx. 1.5 Acres Area

Traffic:

Incoming Waste Material: up to 10 Vehicles Per Day
Outgoing Waste Material: up to 10 Vehicles Per Day

One of the Following Statements Must be Checked:

- ☐ The facility is identified and described in or conforms with the County Solid Waste Management Plan, or otherwise complies with Public Resources Code 50000; and the facility is consistent with the city or county General Plan.
- ☒ The facility is identified in either the countywide siting element, the nondisposal facility element, or in the source reduction and recycling element for the jurisdictions in which it is located, or that the facility is not required to be identified in any of these elements pursuant to section 50001 of the Public Resources Code.

I hereby acknowledge that I have read this application, and certify under penalty of perjury that the information provided is true and accurate. In operating the facility, I agree to comply with the conditions of the permit, and with federal, state, and local enactments.

Signature of Land Owner:

Date: 3-25-20

Signature of Operator:

Date: 04/01/2020

This application must be accompanied by a ☒ General Description ☒ Site Plan, and ☒ Location Map.

Enforcement Agency Name and Address:

San Bernardino County Department of Public Health
Division of Environmental Health Services
Waste Management/LEA Section
385 N. Arrowhead Ave., 2nd Floor
San Bernardino, CA 92415-0160

FOR ENFORCEMENT AGENCY USE ONLY

Date received:
Date approved:
Date rejected:
Filing Fee:
SWIS #:

Instructions for Completing Registration Application:

Fill out this application form completely and accurately. After the Enforcement Agency has review(ed) the application, it will determine whether it meets the requirements of section 18104.1. If the Enforcement Agency finds that the application is complete and correct, a copy of this application and a permit will be returned to you. If the application is not found to be complete and correct it will not be accepted for filing. For additional information on the procedure used for processing this application refer to Title 14 of the California Code of Regulations, Section 181094 et. seq.

Facility Name: The legal name of the facility.

Facility Address/Location: The address of the facility and a description of the location if different.

Facility Operator/Land Owner: Provide both the mailing addresses and the location/address where process may be served.

Section Authorizing Eligibility:

You must determine the appropriate Section in Chapters 3 or 3.1 of Division 7 of Title 14 of the California Code of Regulations that authorizes eligibility. After determining the appropriate section list it on the application.

Site Capacity: Total capacity of material that can be stored at the site at any one time.

Peak Loading: Is the largest projected waste/material quantity to be received by an operation on any day of operation.

Annual Loading: Is the maximum amount of waste/material to be handled by an operation annually.

Days and hours of Operation: The days and hours that the facility is in operation.

Facility Size: The total acreage of the site.

Operating area: The total acreage that is used for all operations.

Traffic: State the maximum number of vehicles that will enter and haul incoming material or remove material on a daily basis.

The operator is required to supply conformance-finding information. Whichever one of the two statements above is appropriate to your operation must be checked. To help you in making this determination, you can contact the Enforcement Agency, Local Task Force, or other solid waste-planning agency in your city or county.

The application must include a site map and a location map. The site map should include, but not be limited to, operations areas and their relationships to property boundaries, adjacent land uses, proposed drainage systems, any excavation areas, and any other portions of the site dedicated to a specific use. The location map should show the general location of the operation at a scale size minimally equivalent to 1:24,000 USGS topographical quadrangle.

This application must be signed, under penalty of perjury, by both the land owner and the operator.

State of California - CIWMB Form 83 (rev. 12/96)
Registration Permit Application

California Integrated Waste Management Board

Facility Name: Baker Medium Volume Transfer/Processing Facility

Address/Location: Baker Community Services District Sewage Impoundments Yard, South side of Kelbaker Road, South of I-15, Baker, CA 92309

Phone Number: (760) 733-4402

Facility Operator: County of San Bernardino Solid Waste Management Division

Mailing Address: 222 W. Hospitality Lane, 2nd Floor
San Bernardino, California 92415-0017

Address Where Process May be Served:
Same as Above

Phone Number: (909) 386-8701

Land Owner: Baker Community Service District

Mailing Address: P.O. Box 590
Baker, California 92309

Address Where Process May be Served:
72730 Baker Blvd
Baker, California 92309

Phone Number: (760) 733-4402

Facility Information: Medium Volume Transfer/Processing Facility

Section Authorizing Eligibility: 14 CCR, Division 7, Chapter 3, Article 6, Section 17403.6

Volume and Type of Waste/Materials(s) Handled: Mixed/Municipal Solid Waste; Metals; White Goods; Tires

Site Capacity: 25 Cubic Yards or Tons
Peak Loading: up to 25 Cubic Yards or Tons/Day
Annual Loading: up to 5075 Cubic Yards or Tons

Days and Hours of Operation: Open to the public: 8:00 a.m. - 2:00 p.m.; Monday, Tuesday, Friday, Saturday; Site Activities: 7:00 a.m. - 5:00 p.m., Monday through Saturday (Site closed to the public Wednesdays, Thursdays, Sundays with full closure on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day)

Facility Size: 1.5 Acres Area
Operating Area: Approx. 1.5 Acres Area

Traffic:

Incoming Waste Material: up to 10 Vehicles Per Day
Outgoing Waste Material: up to 10 Vehicles Per Day

One of the Following Statements Must be Checked:

- ☐ The facility is identified and described in or conforms with the County Solid Waste Management Plan, or otherwise complies with Public Resources Code 50000; and the facility is consistent with the city or county General Plan.
- ☒ The facility is identified in either the countywide siting element, the nondisposal facility element, or in the source reduction and recycling element for the jurisdictions in which it is located; or that the facility is not required to be identified in any of these elements pursuant to section 50001 of the Public Resources Code.

I hereby acknowledge that I have read this application, and certify under penalty of perjury that the information provided is true and accurate. In operating the facility, I agree to comply with the conditions of the permit, and with federal, state, and local enactments.

Signature of Land Owner: _____ Date: _____

Signature of Operator: _____ Date: _____

This application must be accompanied by a ☒ General Description ☒ Site Plan, and ☒ Location Map.

Enforcement Agency Name and Address:

San Bernardino County Department of Public Health
Division of Environmental Health Services
Waste Management/LEA Section
385 N. Arrowhead Ave., 2nd Floor
San Bernardino, CA 92415-0160

FOR ENFORCEMENT AGENCY USE ONLY

Date received:
Date approved:
Date rejected:
Filing Fee:
SWIS #:

**COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC HEALTH
DIVISION OF ENVIRONMENTAL HEALTH SERVICES
SOLID WASTE LOCAL ENFORCEMENT AGENCY (LEA)
Date of Notice: April 8, 2020**

**NOTICE OF NEW REGISTRATION PERMIT FOR
BAKER MEDIUM VOLUME TRANSFER
PROCESSING FACILITY**

PROJECT TYPE/NUMBER:	Registration Permit Tier Solid Waste Facility Permit No. 36-AA-0373
PROJECT NAME:	BAKER MEDIUM VOLUME TRANSFER PROCESSING FACILITY
PROJECT LOCATION:	Kelbaker Road (South Of I-15), Baker, CA 92309
APPLICANT:	County of San Bernardino Solid Waste Management Division
CONTACT:	Pete Ligorria (909) 386-8778
DATE LEA ACCEPTED APPLICATION:	April 8, 2020
ENFORCEMENT AGENCY:	San Bernardino County Public Health Environmental Health Services (LEA) Contact: Kimberly Tra (800) 442-2283

Please be advised that the County of San Bernardino, Department of Public Health, Division of Environmental Health Services – Local Enforcement Agency (LEA) has received and accepted an application package for a Registration Permit for Baker Medium Volume Transfer Processing Facility (Baker MVTPF). The LEA is certified by the California Department of Resources Recycling and Recovery (CalRecycle), to enforce state laws and regulations at solid waste sites within the County of San Bernardino, including all active transfer stations.

Description of Project and LEA's Determination

Baker Medium Volume Transfer Processing Facility is an existing facility that receives residential and commercial municipal solid waste. The facility is located at Kelbaker Road (South of I-15), Baker, CA 92309.

On April 1, 2020, the LEA received for review, the permit application package for the Baker MVTPF Registration Permit.

The LEA has made the determination that the Registration Permit application package is complete and correct pursuant to Title 14 Section 18104. The LEA issued the Registration Permit on April 8, 2020.

Options for Submitting Comments and LEA Contact Information

If you have any questions after reviewing the above information or would like to schedule an appointment to review the Registration Permit application package, please contact Kimberly Tra at (800) 442-2283. You may also email the LEA regarding this matter at Kimberly.Tra@dph.sbcounty.gov. If you would like to comment on this project, you may send your written comments via email or fax to Kimberly Tra within 15 days of the date of this notice. Fax number is (909) 387-4323 or email to the above email address.

Where to get additional information

A copy of the accepted application for the Registration Permit is available for public review by appointment in the LEA office located at 385 N. Arrowhead Ave., 2nd Floor, San Bernardino, CA 92415.

Appeals Process Information

For information on the appeals process to challenge the LEA's acceptance of the Registration Permit, you may contact Kimberly Tra at (800) 442-2283.

State of California
CIWMB - 81 (rev. 1/95)

California Integrated Waste
Management Board

REGISTRATION PERMIT

Facility/Permit Number (SWIS):

36-AA-0373

Name of Facility:

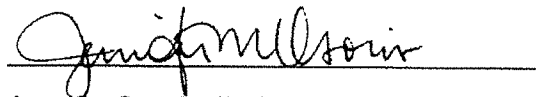
Baker Medium Volume Transfer Processing Facility

Name and Address of Enforcement Agency:

**San Bernardino County Local Enforcement Agency (LEA)
385 N. Arrowhead Ave., 2nd Floor, San Bernardino, CA 92415-0160**

Signature of Local Enforcement Agency Approving Officer:

Date of Issuance: **April 8, 2020**



Jennifer Osorio, Division Chief, Environmental Health Services

This permit has been issued by the enforcement agency in accordance with Title 14, California Code of Regulations, section 18104. This registration permit incorporates by reference, as terms and conditions of the permit, all minimum standards applicable to it, as set forth in Title 14, Division 7 of the California Code of Regulations. These minimum standards include, but are not limited to the following:

**Article 3, Chapter 5, Division 7, Title 14 (Regulatory Tier Requirements) and
Article 6, Chapter 3, Division 7, Title 14 (Transfer/Processing Operations and
Facilities Regulatory Requirements)**

The facility for which this permit has been issued may only be operated in accordance with the description provided in the attached application, which is hereby incorporated by reference.

This permit shall be reviewed at least once every five years from the date of issuance noted above pursuant to Title 14, California Code of Regulations, section 18104.7.

PF
v/a
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State of California
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California Integrated Waste
Management Board

REGISTRATION PERMIT

Facility/Permit Number (SWIS):

36-AA-0373

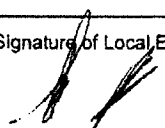
Name of Facility:

Baker Medium Volume Transfer/Processing Facility

Name and Address of Enforcement Agency:

San Bernardino County Local Enforcement Agency (LEA)
335 Arrowhead Ave., San Bernardino, CA 92415-0160

Signature of Local Enforcement Agency Approving Officer:



Date of Issuance:

May 12, 2016

Please print or type Name and Title of Approving Officer:

Joshua Dugas, Chief for Environmental Health Services

This permit has been issued by the enforcement agency in accordance with Title 14, California Code of Regulations, section 18104. This registration permit incorporates by reference, as terms and conditions of the permit, all minimum standards applicable to it, as set forth in Title 14, Division 7 of the California Code of Regulations. These minimum standards include, but are not limited to the following:

Article 3, Chapter 5, Division 7, Title 14 (Regulatory Tier Requirements) and
Article 6, Chapter 3, Division 7, Title 14 (Transfer/Processing Operations and
Facilities Regulatory Requirements)

The facility for which this permit has been issued may only be operated in accordance with the description provided in the attached application, which is hereby incorporated by reference.

This permit shall be reviewed at least once every five years from the date of issuance noted above pursuant to Title 14, California Code of Regulations, section 18104.7.



**Public Health
Environmental Health Services**

Trudy Raymundo
Director

Corwin Porter, MPH, REHS
Assistant Director

Maxwell Ohikhuare, M.D.
Health Officer

Josh Dugas, REHS
Division Chief

May 25, 2016

David Doublet, P.E., Chief Engineer
County of San Bernardino
Department of Public Works
Solid Waste Management Division
227 West Hospitality Lane, 2nd Floor
San Bernardino, CA 92415

**SUBJECT: ISSUANCE OF REGISTRATION PERMIT FOR BAKER MEDIUM VOLUME TRANSFER
PROCESSING FACILITY (Facility No. 36-AA-0373)**

Dear Mr. Doublet:

The San Bernardino County Local Enforcement Agency (LEA) finds the Registration Permit application for Baker Medium Volume Transfer Processing Facility complete and correct pursuant to 14 CCR §18104.1 and accept it for filing.

The LEA approved the application for filing on May 12, 2016 and is formally issuing the Registration Permit for Baker Medium Volume Transfer Processing Facility. The LEA is providing CalRecycle with the following items:

- A copy of the Registration permit
- Application for Registration permit
- Updated Facility Plan

If you have any questions, please contact Dianne Ohiosumua with CalRecycle on the behalf of the LEA at dianne.ohiosumua@calrecycle.ca.gov or 951-782-4168.

Diana Almond, REHS

cc:

Dianne Ohiosumua, CalRecycle via email dianne.ohiosumua@calrecycle.ca.gov
Troy Weber, CalRecycle via email troy.weber@calrecycle.ca.gov
Virginia Rosales, CalRecycle via email virginia.rosales@calrecycle.ca.gov

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Chief Executive Officer

State of California
CIWMB - 81 (rev. 1/95)

California Integrated Waste
Management Board

REGISTRATION PERMIT


Facility/Permit Number (SWIS):
36-AA-0373

Name of Facility:
Baker Medium Volume Transfer/Processing Facility

Name and Address of Enforcement Agency:
San Bernardino County Local Enforcement Agency
385 N Arrowhead 2nd fl San Bernardino, CA 92415-0160

Signature of Local Enforcement Agency Approving Officer:

Date of Issuance:
February 17, 2011


Please print or type Name and Title of Approving Officer:

Terri Williams, Division Chief, Environmental Services

This permit has been issued by the enforcement agency in accordance with Title 14, California Code of Regulations, section 18104. This registration permit incorporates by reference, as terms and conditions of the permit, all minimum standards applicable to it, as set forth in Title 14, Division 7 of the California Code of Regulations. These minimum standards include, but are not limited to the following:

Article 3 Chapter 5 Division 7 Title 14 (Regulatory Tier Requirements) and
Article 6 Chapter 3 Division 7 Title 14 (Transfer Processing Operations and Facilities
Regulatory Requirements)

The facility for which this permit has been issued may only be operated in accordance with the description provided in the attached application, which is hereby incorporated by reference.

This permit shall be reviewed at least once every five years from the date of issuance noted above pursuant to Title 14, California Code of Regulations, section 18104.7.

Registration Permit Application

Facility Name: Baker Medium Volume Transfer/Processing Facility

Address/Location: Baker Community Services District Sewage Impoundments Yard, South side of Kelbaker Road, South of I-15, Baker, CA 92309

Phone Number: (760) 733-4402

Facility Operator: County of San Bernardino Solid Waste Management Division

Mailing Address: 222 W. Hospitality Lane, 2nd Floor
San Bernardino, California 92415-0017

Address Where Process May be Served:
Same as Above

Phone Number: (909) 386-8701

Land Owner: Baker Community Service District

Mailing Address: P.O. Box 590
Baker, California 92309

Address Where Process May be Served:
72730 Baker Blvd
Baker, California 92309

Phone Number: (760) 733-4402

Facility Information: Medium Volume Transfer/Processing Facility

Section Authorizing Eligibility: 14 CCR, Division 7, Chapter 3, Article 6, Section 17403.6

Volume and Type of Waste/Materials(s) Handled: Mixed/Municipal Solid Waste; Metals; White Goods; Tires

Site Capacity: 25 Cubic Yards or Tons

Peak Loading: up to 25 Cubic Yards or Tons /Day

Annual Loading: up to 5075 Cubic Yards or Tons

Days and Hours of Operation: Open to the public: 8:00 a.m. – 2:00 p.m.; Monday, Tuesday, Friday, Saturday; Site Activities: 7:00 a.m. – 5:00 p.m., Monday through Saturday (Site closed to the public Wednesdays, Thursdays, Sundays with full closure on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day)

Facility Size: 1.5 Acres Area

Operating Area: Approx. 1.5 Acres Area

Traffic:

Incoming Waste Material: up to 10 Vehicles Per Day

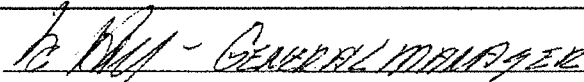
Outgoing Waste Material: up to 10 Vehicles Per Day

One of the Following Statements Must be Checked:

- [] The facility is identified and described in or conforms with the County Solid Waste Management Plan, or otherwise complies with Public Resources Code 50000; and the facility is consistent with the city or county General Plan.
- [X] The facility is identified in either the countywide siting element, the nondisposal facility element, or in the source reduction and recycling element for the jurisdictions in which it is located ;or that the facility is not required to be identified in any of these elements pursuant to section 50001 of the Public Resources Code.

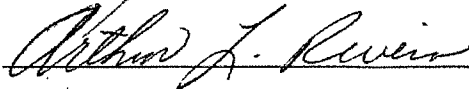
I hereby acknowledge that I have read this application, and certify under penalty of perjury that the information provided is true and accurate. In operating the facility, I agree to comply with the conditions of the permit, and with federal, state, and local enactments.

Signature of Land Owner:



Date:

Signature of Operator:



2/09/2011

Date: 2-8-11

This application must be accompanied by a ☒ General Description ☒ Site Plan, and ☒ Location Map.

Enforcement Agency Name and Address:

San Bernardino County Department of Public Health
Division of Environmental Health Services
Waste Management/LEA Section
385 N. Arrowhead Ave., 2nd Floor
San Bernardino, CA 92415-0160

FOR ENFORCEMENT AGENCY USE ONLY

Date received:
Date approved:
Date rejected:
Filing Fee:
SWIS #:

DEPARTMENT OF PUBLIC HEALTH



COUNTY OF SAN BERNARDINO

Division of Environmental Health Services:

- ✓ 385 North Arrowhead Avenue – San Bernardino, CA 92415-0160 – (909) 884-4056
- 8575 Haven Avenue, Suite 130 – Rancho Cucamonga, CA 91730-9105 – (909) 948-5058
- 15900 Smoke Tree Street, Suite 131 – Hesperia, CA 92345 – (760) 995-8154
- San Bernardino County Vector Control Program
2355 East 5th Street – San Bernardino, CA 92410-5201 – (909) 388-4600

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ALLAN RAWLAND
Acting Public Health Director

TRUDY RAYMUNDO
Assistant Director of Public Health

MAXWELL OHIKHUARE, M.D.
Health Officer

TERRI WILLIAMS, R.E.H.S.
Division Chief, Environmental Health Services

February 17, 2011

Arthur Rivera P.E. Chief Engineer
Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

**SUBJECT: ISSUANCE OF REGISTRATION PERMIT FOR THE BAKER MEDIUM VOLUME
TRANSFER/PROCESSING FACILITY (SWIS #36-AA-0373)**

Dear Mr. Rivera


The San Bernardino County LEA finds the Registration Permit application for the Baker Medium Volume Transfer/Processing Facility as complete and correct pursuant to 14 CCR §18104.1, and accepts it for filing.

The LEA approved the application for filing on February 17, 2011 and is formally issuing the Registration Permit for the Baker Medium Volume Transfer/Processing Facility. The LEA is providing CalRecycle with the following items:

- A copy of the Registration permit
- Application for Registration permit
- Updated Transfer Processing Report

If you have any questions, please contact Josh Dugas at 909-387-4655.

Sincerely,


Terri Williams
Division Chief, Environmental Health Services

Enclosures

cc:

Susan Markie CIWMB-Sacramento (smarkie@ciwmb.ca.gov)
Dianne Ohiosumua, CIWMB-Riverside (dohiosum@CIWMB.ca.gov)
Christy Hunter, Lahontan RWQCB (CHunter@waterboards.ca.gov)
Steve Mucker, San Bernardino County LEA (smucker@dph.sbcounty.gov)

GREGORY C. DEVEREAUX
Chief Executive Officer

Board of Supervisors
BRAD MITZELFELT.....First District NEIL DERRY.....Third District
JANICE RUTHERFORD.....Second District GARY C. OVITT.....Fourth District
JOSIE GONZALES.....Fifth District

DEPARTMENT OF PUBLIC HEALTH



COUNTY OF SAN BERNARDINO

- North Arrowhead Avenue - San Bernardino, CA 92415-0160 - (909) 884-4056
- ☐ 1647 East Holt Boulevard - Ontario, CA 91761 - (909) 458-9673
 - ☐ 13911 Park Avenue - Victorville, CA 92392 - (760) 243-3773
 - ☐ San Bernardino County Vector Control Program
2355 East 5th Street - San Bernardino, CA 92415-0064 - (909) 388-4600

JAMES A. FELTEN, MPA
Public Health Director

ERIC K. FRYKMAN, MD, MPH, MBA
Health Officer

March 3, 2006

DANIEL J. AVERA, REHS
Chief of Environmental Health

Nancy Sansonetti
Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

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Apple Valley	Needles
Barstow	Ontario
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Chino	Redlands
Chino Hills	Rialto
Colton	San Bernardino
Fontana	Twentynine Palms
Grand Terrace	Upland
Hesperia	Victorville
Highland	Yucaipa
Loma Linda	Yucca Valley

**SUBJECT: ISSUANCE OF REGISTRATION PERMIT FOR THE BAKER
MEDIUM VOLUME TRANSFER/PROCESSING FACILITY
(SWIS #36-AA-0373)**

Dear Ms. Sansonetti,

The San Bernardino County LEA finds the Registration Permit application for the Baker Medium Volume Transfer/Processing Facility as complete and correct pursuant to 14 CCR §18104.1. and accepts it for filing.

Please find enclosed a completed Registration Permit for the Baker Medium Volume Transfer/Processing Facility.

The LEA approves the increase in solid waste storage time from 48 hours to 72 hours. The facility may be required to resort back to the removal of solid waste within 48 hours of receipt if the alternative frequency of 72 hours creates a public nuisance.

The LEA will be conducting monthly inspections to ensure compliance with state regulations.

If you have any questions, please call Paula Harold or me at 909-387-4655.

Sincerely,

Jacquelyn Adam
Jacquelyn Adam, REHS
Water & Waste Management

PH:ar

Enclosures

cc: Geralda Stryker, CIWMB-Sacramento
Dianne Ohiosumua, CIWMB-Los Angeles

N:\Wam\Harold\Letters\Baker Regis Permit issuance letter 3-2-06

MARK H. UFFER
County Administrative Officer

Board of Supervisors

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FACILITY PLAN
BAKER MEDIUM VOLUME
TRANSFER/PROCESSING FACILITY (MVTPF)

County of San Bernardino

Prepared by



County of San Bernardino
Solid Waste Management Division
222 W. Hospitality Lane, Second Floor
San Bernardino, California 92415-0017



MARCH 2020

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REGISTRATION PERMIT APPLICATION

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APPENDIX D

LOADCHECKING PROGRAM

DRAWINGS

DRAWING 1
DRAWING 2

SITE LOCATION MAP
SITE PLAN

1. INTRODUCTION

This document presents the Facility Plan for the Baker Medium Volume Transfer/Processing Facility (MVTPF) located in the southwest portion of the community of Baker, off Kelbaker Road, at the Baker Community Service District's (CSD) surface impoundments site, south of I-15, in the unincorporated area of San Bernardino County, California. The County of San Bernardino Solid Waste Management Division (SWMD) leases the site from the CSD. The facility is managed through a contract with the CSD and under the terms and conditions of a MVTPF. The MVTPF is situated off-site, near the closed Baker Sanitary Landfill, and is permitted to accept municipal and self-haul wastes from the community of Baker and surrounding area. (See Drawing 1 for a site location map.) The facility does not accept household hazardous wastes, hazardous wastes, industrial wastes, liquid wastes, infectious wastes, or sludges.

Previously, waste was taken to the Baker Sanitary Landfill, a Class III landfill that was closed in July of 1998. Commercial solid waste hauler vehicles and self-haulers within the North Desert area were rerouted to the regional landfill. To allow local businesses and residents to continue to deliver their solid waste to a community drop-off point, the Baker MVTPF was constructed offsite on approximately 1.5 acres of a 40 acre parcel near the Baker Sanitary Landfill in 1997.

The current operations at the site consist of a solid waste transfer facility handling less than 40 - cubic yards, or 8 tons, of residential and commercial refuse and recyclables daily. The transfer truck is provided by the County of San Bernardino Solid Waste Management Division. A SWMD contract operator provides waste disposal services for the transfer trailers and roll-off bins. The average daily traffic is approximately 1 vehicle. The MVTPF serves a population of approximately 600 to 1,000 persons and is currently open to the public four days a week (Monday, Tuesday, Friday, and Saturday), 8:00 a.m. to 2:00 p.m. Site activities occur from 7:00 a.m. to 5:00 p.m., Monday through Saturday.

Title 14 California Code of Regulations Division 7, Chapter 3, Article 3.2, Section 18221.5 specifies that information regarding the types and daily quantities of solid wastes to be received at a facility must be provided in a Facility Plan. Accordingly, this document presents analysis of current solid waste volumes and projections of tonnages and volumes.

2. OWNER/OPERATOR/ENFORCEMENT AGENCY INFORMATION

The Baker MVTPF, which is located on Baker CSD property, is owned by the County of San Bernardino Solid Waste Management Division (222 West Hospitality Lane, Second Floor, San Bernardino, CA 92415 - telephone (909) 386-8701). The County of San Bernardino has

I

contracted with the Baker CSD (P.O. Box 590, Baker, CA 92309 - telephone (760) 733-4402) to perform the day-to-day operations at the MVTPF. The Local Enforcement Agency (LEA) is the County of San Bernardino, Department of Public Health, Division of Environmental Health Services (385 North Arrowhead Avenue, Second Floor, San Bernardino, California 92415-0160 - telephone (800) 442-2283).

3. FACILITY DESIGN

The Baker MVTPF has been designed in accordance with all Title 14 requirements and conforms to the existing design parameters set forth in Section 17406.2 of Article 5.1, Chapter 3.

Drawing 2 is the site plan for the MVTPF, including tipping area, storage, parking and loading areas. Site development in support of the MVTPF includes an onsite all-weather paved/crushed rock area, maneuvering and parking areas, grading, drainage and fencing.

4. FACILITY ACTIVITIES

4.1. TIPPING AREA

All vehicles using the Baker MVTPF enter the facility from Kelbaker Road. They are directed to the designated refuse deposit bins for waste storage, metals/white goods, and/or waste tires. Metals/White goods and tires are picked up by the contractor operator on an as needed basis. All vehicles enter and exit through the 25-foot locking gate area. Drawing 2 depicts vehicle movement and turning area on site.

4.2. STORAGE AREAS

The Baker MVTPF storage area consists of up to two solid waste transfer trailers; one 40 yard roll-off bin for storage of metals/white goods; two 40 yard bins for storage of tires; a hazardous materials temporary storage bin; and dumpsters for supplemental waste disposal, as needed.

4.3. PARKING AND LOADING AREAS

Section 17409.6 requires that adequate off-street parking areas be provided for transfer trailers. The transfer trailers at the MVTPF will be parked adjacent to the elevated end of the ramp. Customer drop off parking is also made available. Such parking is adequate for the station's design.

5. DAYS/HOURS OF OPERATION

The Baker MVTPF is open to local residents Mondays, Tuesdays, Fridays and Saturdays from 8:00 a.m. to 2:00 p.m. Site activities may occur at any time between 7:00 a.m. and 5:00 p.m., Monday through Saturday. On days the MVTPF is open to the public, the site attendant/equipment operator may arrive approximately one hour before opening to prepare for the day's activities. Maintenance activities may take place throughout the day, and up to approximately three hours after the site closes to waste receipt. No nighttime operations are planned. No permanent lighting exists on-site and no additional lighting is proposed for the MVTPF.

The MVTPF is closed on the following observed holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and Christmas.

6. FACILITY SIZE

The facility occupies a 1.5 acre portion of a 40 acre parcel and consists of: a concrete loading ramp and pad; three, 40-cubic yard roll off bins; dumpsters for supplemental waste disposal, as needed; and a hazardous materials temporary storage bin (see Drawing 2).

7. FACILITY DESIGN CAPACITY

7.1. STATION CAPACITY

The Baker MVTPF utilizes transfer trailers to receive and store solid waste. One transfer trailer has a design capacity of 120 cy. Based on a conversion factor of approximately 400 lb/cy, the design capacity is estimated to be approximately 24 tons. The transfer trailer is hauled off when it reaches capacity (120 cy) or at 72 hours, whichever occurs first. The on-site supervisor informs the current contract operator, who then arranges for an empty transfer trailer to be transported to the Baker MVTPF to replace the one located on site. The maximum tonnage allowed per a day is 25 tons. If this amount is reached, the site will cease receiving waste for the day.

7.2. TRAFFIC LOADING

Vehicles entering the Baker MVTPF include: (1) pick-up trucks and automobiles carrying refuse or recyclables to the transfer station; (2) collection trucks removing waste materials and recyclables; (3) vehicles transporting personnel to the facility; and (4) maintenance vehicles.

Average traffic is approximately 1 vehicle per day (vpd). Maximum traffic is proposed at 10 vpd. If the maximum vpd is reached before closing time, the facility shall close early.

7.3. DRAINAGE SYSTEM CAPACITIES

Drainage from the Baker MVTPF ties directly into the drainage ditches/swales cut to support the closed Baker Sanitary Landfill. The site drains southerly into a dirt swale that runs from east to west at the southerly end of the site. This runoff commingles with the offsite surface flow. The stormwater runoff is carried down the access road and drains to Soda Dry Lake. No ponding occurs on site.

8. WASTE TYPES/QUANTITIES

8.1. TYPES

The MVTPF accepts residential and commercial solid waste only; no industrial wastes are received at the facility. All waste received at the facility is managed with no special handling. Residential and commercial waste can generally be described as putrescible and nonputrescible solid waste, including food and beverage containers, paper, food wastes, wood, green wastes, tires, and home remodeling debris. The facility also serves as a collection/transfer facility for bulky items such as discarded household furniture, metal/white goods, tree trimmings, etc. (The metals/white goods and tires are taken off-site by a contractor operator as described in Section 4.1 above). The facility does not accept household hazardous wastes, industrial wastes, hazardous wastes, liquid wastes, infectious wastes, or sludges. Refer to Appendix B for a list of commonly prohibited wastes.

8.2. QUANTITIES

The facility receives an average of less than 8 tons per operating day. During peak loadings, waste loading may increase to 25 tons or approximately 125 cubic yards per operating day.

To ensure compliance with the permit, the Operator will implement visual procedure to estimate load quantities as weight (pounds [lbs]) or cubic yards (cy) using the following guidelines.

To estimate as weight in lbs, use the following guidelines:

1. One small trash bag = 20 lbs
2. One large trash bag = 40 lbs
3. One trash can = 60 lbs

4. Large commercial type trash receptacle = 100 lbs
5. Pickup truck (half full) = 300 lbs
6. Pickup truck (full) = 600 lbs
7. Trailer = estimate using pickup truck guideline

The load may also be estimated as volume cubic yards, measuring the dimensions of the load, then calculated as follows:

1. Measure load dimensions = length (feet) x width (feet) x height (feet)
2. Measure to the nearest full foot
3. To convert from cubic feet to cubic yards, divide total volume by 27 cubic feet
4. The total will equal total cubic yards,
5. Round up or down to closest yard.

8.3. AVERAGE DAILY THROUGHPUT

The facility has an average waste loading of less than 8 tons per operating day. The actual growth rate will depend on the residential and business growth in the area and the amount of participation in recycling. The MVTPF may receive peak loadings of approximately 25 tons per operating day (125 cubic yards).

8.4. AVERAGE LOAD CAPACITY FOR NEXT FIVE YEARS

Based upon review of recent and historical load data, the average annual load capacity and average daily disposal are not expected to increase for the next five years. Negligible growth over the past five years indicates a near zero growth factor.

9. COMPLIANCE WITH STATE MINIMUM STANDARDS (TITLE 14 CCR, DIVISION 7, CHAPTER 3, ARTICLE 5.1, SECTIONS 17406.1 – 17419.2

9.1. 14 CCR SECTION 17406.1 – SITING ON LANDFILLS

Not applicable. The Baker MVTPF is not located at an active or closed landfill.

9.2. 14 CCR SECTION 17406.2 – DESIGN REQUIREMENTS

The design of the facility was based upon expected tonnage and traffic, adjacent land uses, climate, setting and public access. The unloading area has been limited as necessary. Windblown materials are controlled by an existing 8' chain link fence

surrounding the site and by the site attendant/equipment operator as needed. Vector control occurs by keeping the containers clean and closed when not in use. Public safety features include signage, site security and training provided to on-site personnel. All storage containers are capable of handling the waste brought on site and are maintained as required.

9.3. 14 CCR SECTION 17407.1 – BURNING WASTES AND OPEN BURNING

Not applicable. The Baker MVTPF does not accept burning waste, nor does it burn any waste. If burning waste were to be inadvertently received, it would be separated from other waste away from the transfer station operations and extinguished in accordance with Title 14, Section 17407.1(a).

9.4. 14 CCR SECTION 17407.2 – CLEANING

Any accumulated waste is removed each operating day from under equipment to prevent interference with the safe and effective operation, and the entrance and exit of the site are cleaned at a frequency which prevents the migration of materials offsite. Signage and instructions from the attendant informs the customer of the proper disposal procedures, reducing the need for more frequent cleaning. All concrete and asphalt paved areas are cleaned on a regular basis. The operator maintains facility equipment and minimizes the accumulation of parts, tires, and inoperable equipment in accordance with Title 14, Section 17416.1.

9.5. 14 CCR SECTION 17407.3 – DRAINAGE CONTROL

Surface water is managed using drainage swales sized to accommodate a 25-year storm event.

9.6. 14 CCR SECTION 17407.4 – DUST CONTROL

Roadways and operation areas at the Baker MVTPF are paved with concrete or asphalt, or surfaced with crushed rock to minimize dust generation and provide all-weather access. Measures to control dust also include periodic sweeping and cleaning and minimal handling of waste during transfer operations.

9.7. 14 CCR SECTION 17407.5 – HAZARDOUS, LIQUID AND SPECIAL WASTES

The Baker MVTPF does not accept hazardous, liquid, or special wastes. If identified during unloading, these wastes are rejected or segregated for special disposal, in accordance with this section.

9.8. 14 CCR SECTION 17408.1 – LITTER CONTROL

Waste is removed daily from underneath storage bins by the site attendant/equipment operator to prevent accumulated materials from interfering with the safe operation of the MVTPF. Signs are posted informing the public of how to properly dispose of waste. A daily site walk by the site attendant/equipment operator focuses on picking up wind blown litter. A chain link fence to prevent litter from blowing from the facility surrounds the site.

9.9. 14 CCR SECTION 17408.2 – MEDICAL WASTES

The Baker MVTPF does not accept medical wastes. If identified during unloading, these wastes are rejected or segregated for special disposal, in accordance with this section.

9.10. 14 CCR SECTION 17408.3 – NOISE

Impacts from noise are minimal at this facility due to the fact that there is no fixed mechanical equipment to generate noise. The only noise generated at the site is from the refuse vehicles entering and leaving the facility to transfer waste. Transfer operations are conducted during daylight hours only.

9.11. 14 CCR SECTION 17408.4 – NON-SALVAGEABLE ITEMS

Large and bulky items, such as appliances and construction debris, may be rejected or directed to unload in an appropriate area for specific materials (such as appliances and tires).

Per this section, "Drugs, cosmetics, foods, beverages, hazardous wastes, poisons, medical wastes, syringes, needles, pesticides, and other materials capable of causing public health or safety problems shall not be salvaged at operations or facilities unless approved by the local health agency and the LEA." All salvaging is prohibited at the Baker MVTPF.

9.12. 14 CCR SECTION 17408.5 – NUISANCE CONTROL

The Baker MVTPF is maintained and operated in a manner that will prevent the creation of nuisance situations or health and safety problems. All transfer trailers and storage bins are designed, located and filled in such a manner as to minimize the harborage or attraction of vectors or vermin and the creation of other nuisance factors such as windblown litter. Collection bins are kept covered.

9.13. 14 CCR SECTION 17408.6 – MAINTENANCE PROGRAM

- General

Preventative maintenance programs provide for the timely identification and correction of equipment and facility problems. The preventative maintenance program for the Baker MVTPF, includes routine cleaning of refuse and litter from the facility equipment, tipping shelter and site area. A routine site walk is conducted by the site attendant/equipment operator and/or maintenance personnel to identify areas of the site in need of cleaning or repair.

Facility equipment is maintained under a program that focuses on identifying and correcting equipment problems before breakage or failure occurs. This program allows equipment maintenance to be scheduled during hours designated for site activities, which are 7:00 am to 5:00 pm, Monday through Saturday.

9.14. 14 CCR SECTION 17408.7 – PERSONNEL HEALTH AND SAFETY

- Safety Equipment

Safety equipment is available and accessible to all facility personnel and customers. A first aid kit is located on site for quick treatment. All facility personnel are equipped with the appropriate safety clothing, which includes: safety boots, hard hats, a safety vest or bright orange safety t-shirt, gloves, ear protection, paper dust masks (not respirators), and goggles.

- Injury, Illness and Prevention Program (IIPP)

An IIPP is available for review at the SWMD Office, located at 222 West Hospitality Lane, Second Floor, San Bernardino, CA 92415.

- Emergency Call List

The operator of the MVTPF is SWMD. SWMD contracts with the Baker CSD, who is responsible for the daily operations of the MVTPF. In the case of an emergency at the facility, pertinent station personnel will be contacted as appropriate. An emergency contact list is provided in Appendix C.

9.15. 14 CCR SECTION 17408.8 – PROTECTION OF USERS

The tipping area is kept clear of waste and has signs posted informing the public of where and how to tip the waste. The site attendant/equipment operator instructs the public of

how and where to tip waste. Site security is provided by an 8-foot high chain link fence surrounding the facility.

9.16. 14 CCR SECTION 17409.1 – ROADS

The entrance road, internal roads and the yard area at the Baker MVTPF are paved with asphalt or crushed rock for reasonable all-weather access. The paved areas are easily cleaned, generate minimal dust emissions and prevent the tracking of waste materials onto the nearby public roadways. The roads at the Baker MVTPF were designed with drainage controls and minimize stormwater contamination.

9.17. 14 CCR SECTION 17409.2 – SANITARY FACILITIES

Sanitary facilities are available in the office trailer. The attendant is able to use the facilities as needed. Water for handwashing is available from the onsite water tank or from the bottled water delivered to the site.

9.18. 14 CCR SECTION 17409.3 – SCAVENGING AND SALVAGING

No scavenging is allowed at the Baker MVTPF in accordance with this section. Salvaging of recyclable materials and materials recovery is minimal and does not interfere with the station's daily operations. Storage of these materials is ancillary to the activities of the operation or facility, and is stored away from other activities.

9.19. 14 CCR SECTION 17409.4 – SIGNS

Signs posted at the MVTPF specify the operator's name, days and hours of operation, a general listing of the types of materials not accepted for disposal and emergency telephone numbers in compliance with this section.

Baker Medium Volume Transfer/Processing Facility (MVTPF)

Operated by

County of San Bernardino Solid Waste Management Division

and its contractor

Baker Community Services District

(909) 386-8701

<p>HOURS OPEN TO THE PUBLIC</p> <p>8:00 A.M. – 2:00 P.M. Monday, Tuesday, Friday, Saturday</p> <p>Closed on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas.</p>	<p>RULES AND REGULATIONS</p> <p>No Hot Ashes No Liquid Wastes No Scavenging No TV's or CRT's No Hazardous Wastes</p> <p>Attempts to dispose of hazardous wastes will be prosecuted to the fullest extent of the law.</p>
<p>TO REPORT COMPLAINTS, PLEASE CALL: (909) 386-8701</p>	

9.20. 14 CCR SECTION 17409.5 – LOADCHECKING

In accordance with this section, a loadchecking program has been implemented at the MVTPF. A copy of Waste System Division's Loadchecking Program can be found in Appendix D. As a resident unloads waste it is visually inspected by the site attendant/equipment operator for any prohibited wastes or materials. If such materials are identified, the load may be rejected altogether or prohibited materials may be separated and stored for off-site disposal. Any incidents of unlawful disposal will be reported to the appropriate regulatory agencies and documented in the facility's records.

9.21. 14 CCR SECTION 17409.6 – PARKING

This section requires that "adequate off-street parking area(s) shall be provided, if necessary, for transfer trailers". The transfer trailers at the MVTPF will be parked adjacent to the elevated end of the ramp. Such parking is adequate for this station's design.

9.22. 14 CCR SECTION 17410.1 – SOLID WASTE REMOVAL

The facility generally has solid waste removed every 48 hours. Waste will not be kept on site for more than 72 hours. Typically, a transfer trailer is hauled by an approved contract hauler to the Barstow or Victorville Sanitary Landfill, emptied and returned. When a full transfer trailer is hauled out, the second transfer trailer is used for waste accumulation.

9.23. 14 CCR SECTION 17410.2 – SUPERVISION AND PERSONNEL

One site attendant/equipment operator is present at the MVTPF during operating hours, in accordance with this section. Additional personnel for litter removal and site cleaning are also available as deemed necessary by the operator. Personnel are supervised by Operations Managers.

9.24. 14 CCR SECTION 17410.3 – TRAINING

The training of maintenance personnel is consistent with the County's training programs and includes hazardous materials recognition, use of equipment, environmental controls, and emergency procedures. A record of such training is maintained at the operator's place of business at 222 West Hospitality Lane, Second Floor, San Bernardino, California during regular business hours. Personal protective equipment (PPE) used regularly by site personnel includes hard hats, hi-visibility safety vests or T-shirts, and safety boots. Also available for use are safety glasses, hearing protection, and dust masks.

9.25. 14 CCR SECTION 17410.4 – VECTOR, BIRD AND ANIMAL CONTROL

Insects and vectors are controlled consistent with County and State regulations. Waste is not kept on site for more than 72 hours thereby limiting the odor generation potential of the waste. The MVTPF and surrounding area is kept clean as required and bins are kept closed when not in use to discourage vectors.

9.26. 14 CCR SECTION 17414 – RECORDKEEPING REQUIREMENTS

All required records and reports are stored in the operator's main office in San Bernardino. Additionally, records are submitted to the LEA as necessary. Data recorded on a daily basis includes tonnages of solid waste disposed (as recorded at the receiving landfill) and a log of special occurrences. Special occurrences include fires, injury, property damage, accidents, explosions, incidents regarding hazardous wastes, flooding, inclement weather, and other unusual occurrences. Monthly summaries of loadchecking activities document the numbers of loads inspected, the incidents of waste refusal, the incidents of abandoned waste, and the hours of inspection time. Prohibited waste types tracked with regard to waste refusal and waste abandonment include: adhesives, putties, and fillers; small arms ammunition; asbestos-containing waste; automotive products; used oil; cosmetics and medicines; gas cylinders; household cleaners and drain openers; household waxes and polishes; paints, varnishes, and lacquers; chemicals; pesticides,

herbicides, and fertilizers; solvents, thinners, and paint removers; batteries; roof coatings, cements, and tars; model fuel; tires; and lighting ballasts.

The operator records any written complaints received and includes in the report: the nature of the complaint; the date received; the name, address, and telephone number of the person(s) making the complaint; and the actions taken to respond to the complaint. Since no scales are present at the MVTPF, tonnages are obtained upon transfer to the Barstow Sanitary Landfill or other County landfills.

9.27. 14 CCR SECTION 17414.1 – DOCUMENTATION OF ENFORCEMENT AGENCY APPROVALS, DETERMINATIONS AND REQUIREMENTS

All communication with the LEA requiring documentation is placed in the operating record as required under this section.

9.28. 14 CCR SECTION 17415.1 – COMMUNICATIONS EQUIPMENT

On-site personnel are equipped with cellular phones. In addition, radios are available in their trucks for out-going messages and to contact emergency services (fire, ambulance, police) or request back-up equipment, if needed.

9.29. 14 CCR SECTION 17415.2 – FIRE FIGHTING EQUIPMENT

A minimum of one fire extinguisher is available on site for use in the event of a small fire. In case of a more serious fire, the local fire authorities (such as the nearby California Division of Forestry) will be contacted for fire control measures.

9.30. 14 CCR SECTION 17416.1 – HOUSEKEEPING

Any accumulated waste is removed each operating day from under equipment to prevent interference with the safe and effective operation of the MVTPF and the entrance and exit of the site are cleaned at a frequency which prevents the migration of materials offsite. Signage and instructions from the attendant inform the customer of the proper disposal procedures, reducing the need for more frequent cleaning. All concrete and asphalt paved areas are cleaned on a regular basis.

9.31. 14 CCR SECTION 17416.2 – LIGHTING

Because there are no night operations at the MVTPF, there is no lighting system.

9.32. 14 CCR SECTION 17416.3 – EQUIPMENT

- **Type, Capacity and Numbers**

The facility does not have mechanical equipment. The major stationary equipment onsite consists of:

- Two solid waste transfer trailers (one active and one backup)
- One roll-off bin for storage of metals/white goods
- Dumpsters for supplemental waste disposal, as needed
- One hazardous waste storage unit, and
- Two tire bins

Refer to Drawing 2 for the location of each storage unit.

- **Specialized Handling Equipment**

The facility does not accept hazardous wastes, liquid wastes, infectious wastes or sludges; therefore, special equipment is not needed at the facility. Appendix B presents a list of commonly prohibited wastes.

- **Standby Equipment**

It is anticipated that equipment breakdowns will be minimal due to the limited use of on-site equipment. If equipment breakdowns occur, additional equipment will be provided by the contract operator's back-up equipment from another County facility or outside rental agency to assure that ongoing operations are not compromised.

9.33. 14 CCR SECTION 17418.1 – SITE SECURITY

Station security is provided by an 8' chain link fencing around the entire facility. A 25' wide gate controls access at the entrance. The site attendant/equipment operator unlocks the gate at the start of each operating day and locks the gate after daily activities have ceased.

9.34. 14 CCR SECTION 17418.2 – SITE ATTENDANT/EQUIPMENT OPERATOR

As required by this section, the facility has one, full-time site attendant/equipment operator.

9.35. 14 CCR SECTION 17418.3 – TRAFFIC CONTROL

Traffic control at the MVTPF is by signage, roadway striping and verbal/hand signal direction from the loadchecker. Incoming vehicles queue at a lane until directed to a specific unloading land adjacent to the transfer trailer. Adequate space is provided to prevent the stacking of vehicles onsite.

The traffic flow plan for the site is shown on the site plan. All incoming loads arrive through the main entrance located at the east end of the site. A two-way access road directs traffic to and from the tipping ramp with the westbound lane dedicated to incoming traffic and the eastbound lane dedicated to outgoing traffic. As a mechanism to promote safe traffic control for vehicles entering/exiting the transfer area, the CSD haulers will be directed to back their vehicles onto the ramp. This allows for direct visual contact between haulers entering and leaving the area. After unloading, vehicles exit the site using the eastbound lane of the two-way access road.

Transfer trucks and trailers will enter the site through the main entrance as described above and are directed to the transport trailer. The transfer trucks initially drive forward, then reverse their direction and back onto either the ramp or parking area. On-site personnel will provide traffic control during placement and removal of transfer trailers to ensure safety of the truck operator and users. Upon completion of transfer truck loading, the transfer trucks exit the site using the eastbound lane of the two-way access road.

9.36. 14 CCR SECTION 17419.1 – VISUAL SCREENING

After disposal in the transfer bins, the waste is only visible from the unloading area. Other visual screening is not required.

9.37. 14 CCR SECTION 17419.2 – WATER SUPPLY

Attendants/equipment operators at the MVTPF have bottled drinking water available.

10. WATER VOLUME/TREATMENT/DISPOSAL

Any storm water runoff from the site drains to drainage ditches/swales that were cut to support the closed Baker Sanitary Landfill. A minimal amount of water will be used to wash down the tipping area only when deemed necessary. Water which may be used as dust suppression on exceptionally dusty loads will not be applied in excess and will not generate runoff.

11. UNUSUAL PEAK LOADING

Peak loading at the site is anticipated to be 25 tons per operating day. Adequate container storage exists onsite to accommodate the anticipated peak loading. In the event that peak loading occurs onsite, it will be handled using existing equipment and manpower.

12. TRANSFER, RECOVERY AND PROCESSING EQUIPMENT

The MVTPF was designed to minimize the need and use of on-site equipment. At present, on-site equipment includes:

- Two solid waste transfer trailers (one active and one backup);
- One roll-off bin for storage of metals/white goods;
- Dumpsters for supplemental waste disposal;
- One hazardous waste storage unit; and
- Two tire bins.

A truck tractor is brought to the MVTPF to remove filled transfer trailers for transport to the Barstow Sanitary Landfill. A loadchecker/spotter directs waste unloading operations to discourage disposal of prohibited wastes. Adequate areas are maintained on site for storage of extra bins, trailers, transfer station equipment and employee vehicles.

13. FINAL DISPOSAL OF WASTE

The onsite transfer trailer(s) will be hauled to the Barstow and/or Victorville Sanitary Landfill by an approved contractor, emptied and returned. When a full transfer trailer is hauled out, a second transfer trailer is used for waste accumulation. Waste will generally be removed every 48 hours. If wastes must accumulate for more than 72 hours, an explanation of the special circumstances of the event will be noted in the Special Occurrences Log. Recyclables and waste diversion containers are removed from the site within 30 days. Drawing 2 depicts vehicle movement and turning area on site.

14. STORAGE/REMOVAL OF SALVAGED MATERIAL(S)

Clean loads and source-separated materials, which included bulky metal goods, are recovered and stored in the appropriate area designated for recyclables and bulky materials. The storage areas are located on the southwest and southeast sides of the facility and include the following:

- Two, 40-cubic yard tire bins
- One, 40-cubic yard metals/white goods bin
- One hazardous materials temporary storage bin

Refer to Drawing 2 for the location of each storage unit.

15. RESUME

The Baker MVTPF is owned by the County of San Bernardino SWMD. The site is operated by the Baker CSD. SWMD contracts with the Baker CSD for the daily operations of the MVTPF. The site owner and operator telephone numbers are presented below:

Land Owner & Operator

Baker Community Service District
72730 Baker Blvd.
Baker, California 92309
Telephone: (760) 733-4402

Facility Owner

County of San Bernardino
Solid Waste Management Division
222 West Hospitality Lane, 2nd Floor
San Bernardino, California 92415-0017
Telephone: (909) 386-8701

APPENDIX A

REGISTRATION PERMIT APPLICATION

Board PRIVATE

Registration Permit Application

Facility Name: Baker Medium Volume Transfer/Processing Facility

Address/Location: Baker Community Services District Sewage Impoundments Yard, South side of Kelbaker Road, South of I-15, Baker, CA 92309

Phone Number: (760) 733-4402

Facility Operator: County of San Bernardino Solid Waste
Management DivisionMailing Address: 222 W. Hospitality Lane, 2nd Floor
San Bernardino, California 92415-0017Address Where Process May be Served:
Same as Above

Phone Number: (909) 386-8701

Land Owner: Baker Community Service District

Mailing Address: P.O. Box 590
Baker, California 92309Address Where Process May be Served:
72730 Baker Blvd
Baker, California 92309

Phone Number: (760) 733-4402

Facility Information: Medium Volume Transfer/Processing Facility

Section Authorizing Eligibility: 14 CCR, Division 7, Chapter 3, Article 6, Section 17403.6

Volume and Type of Waste/Material(s) Handled: Mixed/Municipal Solid Waste; Metals; White Goods; Tires

Site Capacity: 25 Cubic Yards or Tons

Peak Loading: up to 25 Cubic Yards or Tons/Day

Annual Loading: up to 5075 Cubic Yards or Tons

Days and Hours of Operation: Open to the public: 8:00 a.m. - 2:00 p.m.; Monday, Tuesday, Friday, Saturday; Site Activities: 7:00 a.m. - 5:00 p.m., Monday through Saturday (Site closed to the public Wednesdays, Thursdays, Sundays with full closure on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day)

Facility Size: 1.5 Acres Area

Operating Area: Approx. 1.5 Acres Area

Traffic:

Incoming Waste Material: up to 10 Vehicles Per Day

Outgoing Waste Material: up to 10 Vehicles Per Day

One of the Following Statements Must be Checked:

☐ The facility is identified and described in or conforms with the County Solid Waste Management Plan, or otherwise complies with Public Resources Code 50000; and the facility is consistent with the city or county General Plan.☒ The facility is identified in either the countywide siting element, the nondisposal facility element, or in the source reduction and recycling element for the jurisdictions in which it is located; or that the facility is not required to be identified in any of these elements pursuant to section 50001 of the Public Resources Code.

I hereby acknowledge that I have read this application, and certify under penalty of perjury that the information provided is true and accurate. In operating the facility, I agree to comply with the conditions of the permit, and with federal, state, and local enactments.

Signature of Land Owner:

Date: 4-22-16

Signature of Operator:

David R. Doublet David R. Doublet

Date: 5/5/16

This application must be accompanied by a General Description Site Plan, and Location Map.

Enforcement Agency Name and Address: San Bernardino County Department of Public Health Division of Environmental Health Services Waste Management/LEA Section 385 N. Arrowhead Ave., 2 nd Floor San Bernardino, CA 92415-0160	FOR ENFORCEMENT AGENCY USE ONLY Date received: Date approved: Date rejected: Filing Fee: SWIS #:
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Instructions for Completing Registration Application:

Fill out this application form completely and accurately. After the Enforcement Agency has review[ed] the application, it will determine whether it meets the requirements of section 18104.1. If the Enforcement Agency finds that the application is complete and correct, a copy of this application and a permit will be returned to you. If the application is not found to be complete and correct it will not be accepted for filing. For additional information on the procedure used for processing this application refer to Title 14 of the California Code of Regulations, Section 181094 et. seq.

Facility Name: The legal name of the facility.

Facility Address/Location: The address of the facility and a description of the location if different.

Facility Operator/Land Owner: Provide both the mailing addresses and the location/address where process may be served.

Section Authorizing Eligibility:

You must determine the appropriate Section in Chapters 3 or 3.1 of Division 7 of Title 14 of the California Code of Regulations that authorizes eligibility. After determining the appropriate section list it on the application.

Site Capacity: Total capacity of material that can be stored at the site at any one time.

Peak Loading: Is the largest projected waste/material quantity to be received by an operation on any day of operation.

Annual Loading: Is the maximum amount of waste/material to be handled by an operation annually.

Days and hours of Operation: The days and hours that the facility is in operation.

Facility Size: The total acreage of the site.

Operating area: The total acreage that is used for all operations.

Traffic: State the maximum number of vehicles that will enter and haul incoming material or remove material on a daily basis.

The operator is required to supply conformance-finding information. Whichever one of the two statements above is appropriate to your operation must be checked. To help you in making this determination, you can contact the Enforcement Agency, Local Task Force, or other solid waste-planning agency in your city or county.

The application must include a site map and a location map. The site map should include, but not be limited to, operations areas and their relationships to property boundaries, adjacent land uses, proposed drainage systems, any excavation areas, and any other portions of the site dedicated to a specific use. The location map should show the general location of the operation at a scale size minimally equivalent to 1:24,000 USGS topographical quadrangle.

This application must be signed, under penalty of perjury, by both the land owner and the operator.

APPENDIX B

LIST OF COMMONLY PROHIBITED WASTES

LIST OF UNACCEPTABLE WASTE

The following is a partial list of prohibited wastes at Class III facilities. Other wastes may be deemed unacceptable at the facility-owner/operator's discretion or as determined by federal, state or local regulations.

Acetylene sludge I	Heavy ends waste (T)
Acid wastes I	Ink printing/sludge
Alkaline corrosive liquids I	Insecticides (T)
Alum sludge	Laboratory wastes *
Ashes (T,C) *	Lagoon waste
Asphalt (T)	Lime and water I
Bag house waste *	Lime sludge/waste water I
Batteries I	Metal waste
Battery acid I	Mine tailings
Beryllium waste (T)	Muriatic Acid I
Bilge water (T)	Oil ash (T,C)
Boiler cleaner waste (T,C)	Oil of bergamot
Buffing dust	Orris root products
Bunker oil (T,F)	Paint remover/stripper (F)
Catalyst *	Paint thinner (F)
Caustic sludge/waste water I	Paint waste (T,F)
Caustic waste I	Petroleum refining wastes
Cement kiln dust *	Pesticide waste (T)
Cement liquid *	Pesticide containers/unrinsed (T)
Chemical cleaners *	Pharmaceuticals
Chemical toilet cleaners *	Pickling waste I
Chemical wastes	Pigments*
Cleaner alkaline I	Plating waste (T,C)
Cleaning compounds *	Polychlorinated biphenyls (T)
Cleaning solvents (F)	Printing ink *
Cleaning process wastes *	Produced water
Contaminated soil *	Radioactive wastes
Corrosion inhibitor (T,F)	Resin manufacturing waste *
Cyanide solutions/waste (T,C)	Sandblasting residue *
Data processing fluid (F)	Scrubber sludge
Distillation bottoms/light ends (T)	Slag waste
Drilling fluids and mud *	Slop oil (F)
Drugs	Sludge acid I
Dyes *	Soda ash I
Emission control wastes *	Solvents (F)
Epoxy waste *	Still bottoms waste (T)
Explosives, all forms I	Stripping solution (T,F)
Extremely hazardous waste	Sulfur sludges I
Finishing waste	Sump waste

LIST OF UNACCEPTABLE WASTE (CONT.)

Flammable wastes
Flue gas emission control waste
Fly ash (T,C)
Fuel waste (T,F)
Glare sludge
Hazardous waste

Tank bottom sediment *
Tank cleaning sludges *
Tanning sludges (T)
Toxic materials/waste
Waste water treatment sludges
Weed killer (T)
Wood Preservation waste

OTHER UNACCEPTABLE WASTES:

All Liquid Wastes
55 Gallon Drums
Compressed Gas Cylinders

Key: C = Corrosive F = Flammable
 R = Reactive T = Toxic

* Only if it contains a hazardous material

COMMON HOUSEHOLD HAZARDOUS WASTES

CORROSIVES (ACIDS)

Boric Acid
Car Battery Acid
Copper Cleaners
Etching
Ferric Chloride
Fertilizers
Hydrochloric Acid
Hydrofluoric Acid
Metal Cleaners
Muratic Acid
Navel Jelly
Phosphoric Acid
Pool Acid
Sheep Dip
Sodium Bisulfate
Sulfuric Acid
Toilet Bowl Cleaners

CORROSIVES (BASES)

Ammonia Cleaners
Battery Terminal Cleaner
Caustic Soda
Cess Pool Cleaners
Drain Cleaners
Household Cleaners
Lime
Lye
Oven Cleaners
Photochemicals
Sodium Hydroxide
Window Cleaners

EXPLOSIVES

Ammunition
Fireworks
Flares

FLAMMABLES & COMBUSTIBLES

Acetone
Adhesives
Aerosol
Air Freshener
Alcohols
Artificial Snow
Asphalt Driveway Topping
Automotive Body Filler
Automotive Oils
Automotive Waxes
Bar-B-Que Lighter Fluid
Benzene
Brake Fluid
Camphor
Chrome-Silver Polishes
Cutting Oil
Denatured Alcohol
Diesel Fuel
Disinfectants
Duplicator Fluid
Enamel Paint
Enamel/Oil Base Paint
Epoxy Paint
Ethanol

Ether
Ethylene Glycol
Fiberglass Resins (unsolidified)
Fingernail Polish/Remover
Floor/Furniture Polish
Formaldehyde Solution
Formalin
Gasoline
Glues
Grease
Household Waxes
Isopropyl Alcohol
Kerosene
Lacquer Thinner
Lacquer Paint
Latex Paint
Linseed Oil
Liquid Waxes
Liquid Sandpaper
Liquid Butane
Methanol
Naphtha
Oils (petroleum)
Organic Solvents
Paint Thinners
Paint Strippers
Paraffin Oil
Pentachlorophenol
Perfume
Petroleum Distillates
Plastic Roof Cement
Plastic Model Cement
Polyurethane Paint
Polyurethane Cement
Power Steering Fluid
Primers
Roofing Cement
Rug/Upholstery Cleaner
Sealers
Shellac Thinner
Silicone Sprays
Spot Remover/Dry Cleaning Fluids
Thinner
Tile Cement
Tire Black
Toluol/Toluene
Transmission Fluid
Transmission Oil
Turpentine
Varnish
Wallpaper Cement
Windshield Wiper Fluid
White Gas
Wood Filler/Putty
Wood Stain
Xylol/Xylene

ORGANIC PEROXIDE

Adhesive Catalysts
Automotive Body Filler Catalyst
Tree Root/Stump Killer

OXIDIZERS

Ammonium Nitrate
Bleach
Calcium Hypochlorite

Chlorates
Fertilizers
Fluorine
Hair Coloring
Hydrogen Peroxide
Iodine
Nitric Acid
Plant Food
Potassium Permanganate
Sodium Hypochlorite
Toilet Bowl Cleaner with bleach

POISONS

Ant and Roach Killer
Anti-Freeze
Arsenic Compounds
Automotive Cleaners
Bacterial Pipe Cleaners
Bordeaux Mix
Boric Acid
Bug Remover
Chlordane
Chrome-Silver Polish
Chromium
Copper Sulfate
DDT
DDVP
Diazinon
Dimethylamine Salts
Disinfectants
Dog Repellent
Dursban
Ethylene Glycol
Fertilizers
Flea Spray/Powder
Fungicides
Gopher Killer
Insect Sprays
Lead Compounds
Lice Powder
Lindane
Malathion
Mercury
Methylene Chloride
Mole Killer
Moth Crystals
Pentachlorophenol
Pesticides
Pharmaceuticals
Plant Food
Pruning Paint
Pyrethrins
Rat Poison
Rose Dust
Sevin
Sheep Dip
Snail/Slug Killer
Strychnine
Tar Remover
Weed and Grass Killer
Windshield Wiper Fluid

RADIOACTIVE MATERIALS

Old Glow-in-the-Dark Watches
Smoke Alarms

POLYCHLORINATED BIPHENYLS (PCB'S)*

Aroclor (tradename)

Askarel – fire resistant insulating/cooling liquids

Capacitors

Dielectric fluids

Electrical motors using PCB coolants

Heat transfer systems

Hydraulic systems with PCB hydraulic fluid

Interteen (tradename)

Light Ballasts

Pyranol (tradename)

Transformers

*PCB's persist in the environment and have some harmful effects and are therefore regulated by the EPA. PCB's are a family of 209 chemical compounds composed of carbon, hydrogen, and chlorine. Usually they are dense liquids, with a heavy, oil-like consistency. Because of their inertness, stability, and excellent electrical insulation and heat transfer properties; PCB's often have been used as coolants in transformers and capacitors. The list of other products which formerly contained PCB's is surprisingly diverse-adhesives, paints, and caulking compounds; inks, plasticizers and dust suppressants; lubricants and sealants. The EPA does not regulate liquids with PCB concentrations below 50 ppm. California, however, classifies liquid wastes with PCB concentrations equal to or greater than 5 ppm as hazardous. Under EPA regulations, drained PCB-contaminated transformer carcasses are allowed to be disposed in municipal landfills. California has classified drained waste transformer carcasses as hazardous waste if the oil that was drained from the carcass had transformer oil with PCB concentrations equal to or greater than 5 ppm. There is no exemption under California DTSC regulations due to PCB quantity or size of the waste material that contains PCB's. Items such as fluorescent light ballasts with PCB capacitors are covered under CA DTSC regulations, whereas, Federal regulations would exempt them under the TSCA small capacitor definition. Today, PCB use is restricted to capacitors, transformers, and certain electrical equipment.

This subdivision sets forth a list of common names of wastes which are presumed to be hazardous wastes unless it is determined that the waste is not a hazardous waste pursuant to the procedures set forth in section 66262.11. The hazardous characteristics, which serve as a basis for listing the common names of wastes, are indicated in the list as follows:

(X) toxic
I corrosive,
(I) ignitable and
(R) reactive.

Acetylene sludge I
Acid and water I
Acid sludge I
AFU Flocc (X)
Alkaline caustic liquids I
Alkaline cleaner I
Alkaline corrosive battery fluid I
Alkaline corrosive liquids I
Asbestos waste (X)
Ashes (X,C)
Bag house wastes (X)
Battery acid I
Beryllium waste (X)
Bilge water (X)
Boiler cleaning waste (X,C)
Bunker Oil (X,I)
Catalyst (X,I,C)
Caustic sludge I
Caustic wastewater I
Cleaning solvents (I)
Corrosion inhibitor (X,C)

Data processing fluid (I)
Drilling fluids (X,C)
Drilling Mud (X)
Dyes (X)
Etching acid liquid or solvent (C,I)
Fly ash (X,C)
Fuel waste (X,I)
Insecticides (X)
Laboratory waste (X,C,R,I)
Lime and sulfur sludge I
Lime and water I
Lime sludge I
Lime wastewater I
Liquid cement (I)
Mine tailings (X,R)
Obsolete explosives I
Oil and water (X)
Oil Ash (X,C)
Paint (or varnish) remover or stripper (I)
Paint thinner (X,I)
Paint waste (or slops) (X,I)
Pickling liquor I
Pigments (X)
Sludge acid I
Soda ash I

Solvents (I)
Spent acid I
Plating waste (X,C)
Printing Ink (X)
Retrograde explosives I
Spent caustic I
Spent (or waste) cyanide solutions (X,C)
Spent mixed acid I
Spent plating solution (X,C)
Spent sulfuric acid I
Stripping solution (X,I)
Sulfonation oil (I)
Tank bottom sediment (X)
Tanning sludges (X)
Toxic chemical toilet wastes (X)
Unrinsed pesticide containers (X)
Unwanted or waste pesticides - an unusable portion of active ingredient or undiluted formulation
Waste epoxides (X,I)
Waste (or slop) oil (X)
Weed Killer (X)

APPENDIX C

EMERGENCY CALL LIST

EMERGENCY CONTACT LIST

SAN BERNARDINO COUNTY SOLID WASTE MANAGEMENT DIVISION

SAN BERNARDINO COUNTY
SOLID WASTE MANAGEMENT DIVISION

(909) 386-8701

SAN BERNARDINO COUNTY FIRE /COUNTY
COMMUNICATIONS CENTER

(909) 356-3805

The Solid Waste Management Division has provided the San Bernardino County Fire/County Communications Center with a list of Solid Waste Management Division (SWMD) personnel that shall be contacted in case of an emergency. SWMD will update this list as necessary.

APPENDIX D

LOADCHECKING PROGRAM

**SOLID WASTE FACILITIES
PROHIBITED WASTES
LOADCHECKING PROGRAM**



COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION

Revised February 2006

LOADCHECKING PROGRAM TABLE OF CONTENTS

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I. INTRODUCTION

Objective

The County of San Bernardino has developed and implemented a loadchecking program to bring its solid waste facilities into conformance with the loadchecking requirements of the California State Water Resources Control Board and Titles 14 and 27 of the California Code of Regulations. The loadchecking program is designed to identify and remove hazardous and other prohibited wastes from the municipal waste stream which may be delivered to the facility owned and/or operated by the County of San Bernardino.

All the landfills operated by the County of San Bernardino are permitted as Class III non-hazardous solid waste landfills. Municipal solid waste is delivered to solid waste facilities by commercial haulers and /or local residents.

II. LOADCHECKING PROGRAM COMPONENTS

Loadchecking consists of four main activities: inspections of incoming loads, records of inspection activities, training of facility personnel in hazardous waste and PCB recognition, and notification of the Director of the California Department of Toxic Substances Control if a regulated hazardous waste (as defined in 40 CFR Section 261.3, not excluded under Section 261.4(b) or not generated by a conditionally exempt small quantity generator as defined in Section 261.5) or PCB waste is discovered at the facility.

The loadchecking activities include customer education, site surveillance, and waste inspection/classification. If any prohibited wastes are identified or suspected, the person delivering the waste will be informed that prohibited wastes are not accepted at the facility and that the wastes must be removed from the site. That person may also be informed that the Department of Public Health, Division of Environmental Health Services may be notified that they are in possession of a hazardous waste, and that arrangements for proper disposal must be made.

Customer Notification

A key component of the loadchecking program is the education of customers that certain wastes are unacceptable at County Solid Waste Facilities and that it is the customer's responsibility to ensure that only acceptable wastes are delivered. Customers will also be notified that they retain responsibility for any prohibited wastes detected in their load. This education process is accomplished through the use of signs, handouts, and verbal communication.

Signs

Signs have been placed along the entrance road, which state that hazardous wastes are prohibited by law from disposal at the facility and lists examples of such prohibited wastes.

Handouts

Handouts/Publications of the policy of non-acceptance of hazardous and other prohibited wastes are periodically distributed at the facility entrance and during loadchecking activities. These handouts contain phone numbers and addresses of locations where homeowners can legally dispose of household items and used oil. (Appendix A)

Public Relations

In addition to signs and notices, facility personnel will, as necessary, inform customers that hazardous and other prohibited wastes are not acceptable and will inquire as to the nature of their waste.

Site Surveillance

Site Surveillance allows for a high degree of visual inspection of incoming wastes. In this mode, site personnel will randomly watch the unloading of materials on the working table looking for prohibited material. If necessary, the driver will be questioned about the originator and contents of the load. The average/minimum load checking coverage per site is contained in Appendix B.

Waste Inspection

Waste inspections involve a more concentrated examination of the waste stream. Loadchecking personnel will attempt to conduct waste inspections on a number of randomly selected loads every week. The minimum number of inspections conducted per site is contained in Appendix B.

The procedure for inspecting a commercial waste load is as follows: A load for inspection will be selected. The driver will be instructed to discharge the waste by pulling forward and unloading the wastes into a windrow. The windrow will be disassembled and the material will be carefully examined for the presence of prohibited wastes. Inspections may also be conducted on private waste loads. This would be a more detailed look at the private load, opening of bags, etc., for the presence of hazardous waste or prohibited waste. Any materials suspected of being hazardous or otherwise prohibited will be rejected and returned to the driver.

Supplemental Inspection

Any recycling activities conducted at the facilities provide an added opportunity to detect unacceptable material. In addition, the equipment operator is instructed to be alert for hazardous or prohibited waste materials while pushing trash.

In the event that hazardous or prohibited waste is discovered, they will inform the appropriate personnel so that immediate action can be taken.

The combination of notification, surveillance, waste inspection and supplemental inspection constitutes the loadchecking program. Note there is no fixed sequence to these activities and that several activities may be under taken simultaneously or independently.

III. WASTE IDENTIFICATION

These section describes; (1) the type of wastes that can be accepted at the facility, (2) the types of wastes that are prohibited, and (3) the methodology for determining whether a particular waste can be accepted.

Permissible Wastes

San Bernardino County Solid Waste Facilities accept the following non-hazardous solid wastes:

- Refuse, including garbage and rubbish
- Non-Hazardous solid waste from industrial sources
- Demolition waste
- Emptied and drained household hazardous material containers, one gallon or less in capacity.
- Other non-hazardous solid wastes not prohibited from being accepted at the facility under its operating permits
- Non-hazardous septic wastes
- Small dead animals and parts

Prohibited Wastes

San Bernardino County Solid Waste Facilities are prohibited from accepting the following wastes:

- Hazardous Waste, including PCB's
- Designated Waste
- Infectious Waste
- Liquid Waste (non-hazardous septic waste allowed in landfills with permitted seepage ponds)

- Other prohibited wastes as determined by federal, state or local regulations.

At present, "universal waste," specifically, computer monitors and televisions with intact cathode ray tubes (CRT's) are not accepted. However, they maybe collected in the future and would require special handling.

Determining the Acceptability of Wastes

The decision process typically involves one or more activities including:

- Questions of customers
- Physical assessment/review of product labels
- Additional assessment, as needed (i.e., taking of samples)

Waste identification activities can be conducted at originators location prior to removal or at the San Bernardino County Solid Waste Facility site. On-site inspection can occur at the entrance, the public unloading area, and the tipping area.

The concepts associated with each waste identification activity are summarized below. Note that there is no fixed sequence to these activities and that several activities may be undertaken simultaneously (i.e., questioning of customers and physical assessment). Partial lists containing widely used chemicals or compounds of hazardous and prohibited wastes will be available to assist load-checking personnel in determining whether the facility can accept the wastes (Appendix C).

Questioning of Customers

Scale house or load-checking personnel will observe incoming loads of waste. They will inquire as to the content of suspicious incoming loads. The customer will be notified that they have the responsibility for establishing that their waste is acceptable. In certain cases, facility personnel may require proof of acceptability from the customer. The questioning of customers by facility personnel may simultaneously involve the following activities:

Physical Assessment/Review of Product Labels

In examining product label, load-checking personnel will attempt to determine if the product is classified as a prohibited or undesirable waste. Warning labels such as "flammable" or "poison" are often used in identifying the waste type.

In physically assessing a waste load, facility personnel may note an incompatibility in waste types. An example would be one or more 55-gallon drums. Once noted, the customer will be questioned, and, if needed, additional assessment undertaken.

Additional Assessment

If it still cannot be determined if the waste may be accepted at the facility and since it is the customers' responsibility to establish that the waste is acceptable, additional measures may be required to be undertaken by the customer at his/her expense prior to acceptance of the waste. When this occurs, facility personnel may assist the customer in obtaining one or more of the following:

- Waste analysis by a state-certified hazardous waste laboratory.
- Written clarification and approval from local regulatory agencies (air, water, and solid waste), the County or its contractor.

IV. LOAD PRE-APPROVAL

Some customers have elected to get pre-approval for their material prior to arriving at the solid waste facility. Initially they call to find out if the waste can legally be accepted at our Class III disposal sites. If there is any doubt, test results are then submitted and matched against acceptable standards. The Division of Environmental Health Services and the Regional Water Quality Control Board may be notified to review the test results and questionable material prior to acceptance. The customer is then notified by letter if the material is acceptable. The customer may be required to submit a non-hazardous waste form, which certifies that the material is non-hazardous with each load of material brought into the disposal site. All documentation regarding load pre-approval and non-hazardous waste certification is kept on file. This is an ever-increasing aspect of the program due to constantly changing regulations.

V. TRAINING REQUIREMENTS

All employees conducting loadchecking activities undergo training. The minimum training standards are identified below.

Contractor Loadcheckers

Contractor loadcheckers receive eight hours formal training, as outlined in Appendix D, prior to undertaking loadchecking activities. Each new-hire then spends one week working with an experienced loadchecker. The County oversees contractor loadcheckers.

County staff also provides additional training to contractor loadcheckers as needed.

Spotters/Operators

Other employees on site, such as spotters and operators, which may conduct some loadchecking activities in the absence of a full-time loadchecker, also receive training. The Loadchecking Field Supervisor reviews loadchecking issues with employees on-site.

This training includes the type of materials to look for and what to do if prohibited materials are found. The spotters and operators receive ongoing training by the loadcheckers on-site. Any loadchecking issue beyond the spotter or operator's capability is reported to full-time loadchecker or the Loadchecking Supervisor. Figure 1 shows the operation organization chart for the solid waste facility.

VI. RECORD KEEPING

The loadchecking program generates a variety of records, including those required by applicable regulations and operating permits. The Solid Waste Management Division or its contracted operator's office personnel in compliance with all applicable requirements will maintain such records.

Records maintained by operations personnel will include:

- Permits and variances
- Loadchecking documentation (Appendix E)
- Incident records
- Training records

Loadchecking documentation records include, but are not limited to, the following information: (1) date, (2) time of inspection, (3) location, (4) name of hauling firm or vehicle identification, (5) type of business, if known, (6) type of prohibited waste identified, if any, (7) brief summary of the incident including resolution, and (8) name of loadchecking personnel will maintain a list of customers who repeatedly attempt to dispose of prohibited wastes in the municipal waste stream. These names may be turned over to the Local Enforcement Agency for appropriate action.

VII. OPERATION ORGANIZATION CHART

The operation organization chart for the facility is shown in Figure 1.

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APPENDIX A

TYPICAL HANDOUTS

DEPARTMENT OF PUBLIC WORKS

FLOOD CONTROL • GIMS • REGIONAL PARKS • SOLID WASTE • SURVEYOR • TRANSPORTATION

COUNTY OF SAN BERNARDINO
ECONOMIC DEVELOPMENT
AND PUBLIC SERVICES GROUP

WASTE MANAGEMENT DIVISION

222 West Hospitality Lane, Second Floor • San Bernardino, CA 92415-0017 • (909) 386-8701
Administration/Engineering/Solid Waste Programs Fax (909) 386-8900
Fiscal Section/Operations Fax (909) 386-8786



KEN A. MILLER
Director of Public Works

PETER H. WULFMAN
Solid Waste Division Manager

PCB'S, HAZARDOUS, AND CERTAIN OTHER WASTES ARE PROHIBITED FROM THIS FACILITY

- All loads are subject to waste inspection for potential hazardous and prohibited wastes.
- Federal and state laws make it your responsibility to ensure proper disposal of hazardous waste at specially licensed disposal facilities. This Facility is not licensed to accept hazardous waste.
- Many home, garden, car and hobby products contain potentially harmful chemicals. These products are "household toxics" and can harm you and the environment if not used and disposed of safely. Refuse workers have been injured, often seriously, when unknowingly collecting trash containing household toxics. Also, soil and water can be contaminated by dumping these products on land and in the water.
- Examples of wastes prohibited from this Facility include many chemicals, pesticides, PCB's, cleaning compounds, degreasing solvents, paint, paint thinners, asbestos, acid and alkali and printing wastes, and soil and refuse contaminated with the above materials. Infectious waste, explosives, radioactives, and pharmaceuticals are also unacceptable.
- If hazardous or other prohibited wastes are found in refuse loads, the entire load may be rejected, and subsequently transferred to a specially licensed disposal facility at your expense. The appropriate regulatory agencies will be notified of the violation.
- You may be subject to extra fees, possible fines, and imprisonment for illegal disposal of hazardous wastes.
- DON'T TAKE CHANCES! ASK BEFORE YOU DUMP!
- If you have any questions in determining if you have a hazardous waste, please call the **County Fire Department, Hazardous Materials Division** at (909) 387-3080 for assistance. If you have any questions in determining if your waste is otherwise prohibited at this facility, ask Facility personnel.

A-1

WALLY HILL
County Administrative Officer
JOHN GOSS
Assistant County Administrator
Economic Development and
Public Services Group

Board of Supervisors
BILL POSTMUS First District DENNIS HANSBERGER Third District
PAUL BIANE Second District FRED AGUIAR Fourth District
JERRY EAVES Fifth District

Recycled Paper

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San Bernardino County Fire Department Household Hazardous Waste Program



Oily Cat says...

Waste Minimization Is Pollution Prevention

Buy Less, Use Less & Pollute Less!

- Buy only what you need, in the smallest amounts available. Use it all or share with neighbors.
- Choose the least toxic products (such as ready-to-use products instead of concentrated products). Use the least amount required. Never mix toxic materials. Use it all up! Rinse the container and recycle the empty container.
- Use broad spectrum products which work on more than one pest, e.g. boric acid kills both ants and roaches.
- Read labels carefully: POISON means highly toxic and may also be flammable and corrosive. WARNING indicates a less severe hazard. CAUTION means less dangerous than WARNING.

- Follow directions for product use and disposal. Know first aid that might be needed.

- Keep rooms well ventilated and wear proper protection. Wash with soap and water after use.

- Never dump hazardous products down the toilet, drain, on the ground or in the trash.

- Store solvents in closed containers and away from heat or flame. Store all hazardous products away from the reach of children. Choose child-resistant packages.

Buy Re-refined Oil

Used oil can be recycled many times. When oil gets used, like our laundry, it can be cleaned and used over and over again. If you recycle used oil at a recycling center, it gets shipped to a refinery that handles used oil. Once crude oil is refined, it is known as re-refined.

When oil is used, it is called used oil. When used oil gets refined again, it is called re-refined oil. At a refinery, when oil is re-refined, it goes through chemical processes to remove its contaminants. Re-refined oil that gets sold in the market has to meet the same standards as refined oil. Re-refined oil is as good for your car engine as refined oil. When you buy refined oil, you are helping in closing the recycling loop.

SOME MYTHS--UP IN SMOKE

Refined oil is not the same quality as virgin oil. Not True! It is the same quality as virgin oil! Remember, oil doesn't wear out, it just gets dirty! Through usage, additives get used up, chemicals break down and it gets dirty. Re-refining cleans up the oil and puts the additives back in.

Re-refined oil is not API certified. Not True! The American Petroleum Institute (API) has lent its seal of approval to re-refined oil--the same as virgin oil carries!

Using re-refined oil will void the warranty on my car.

Not True! Using any API-certified oil, re-refined included, keeps your warranty intact.

Re-refined oil costs too much.

Not True! The perception that re-refined oil is more expensive is generally unfounded. Most re-refined oil is actually comparably priced or a little cheaper than virgin oil.

Major oil companies are opposed to re-refined oil because they've invested so much money in virgin oil.

Not True! These companies can see the light at the end of the tunnel. In fact, Unocal, Chevron, ARCO, Texaco and Safety-Kleen have all become involved in re-refining. Look for Unocal's "Firebird" re-refined oil and Safety-Kleen's "America's Choice" re-refined oil available in the quart size in local automotive stores.

Reduce Your Waste By Using Safer Alternatives

Cleaning

"Non-toxic"/biodegradeable soaps or baking soda

Automotive

Buy re-refined motor oil

Health

Pump-type sprays instead of aerosol sprays

Gardening

Pest Control--remove food/water sources; clear harborage; cover holes and drains, use mechanical or sticky traps

Painting

Latex or water-based paints and stains

Information Sources

Safer Alternative Brochure

greenconsumer.cc

Asbestos

Azuza Land Reclamation
(626) 334-0719

Three landfills accepting wood treated with pesticides or creosote at \$34.08 per ton

- Mid-Valley in Rialto
- Colton in Colton
- San Timotheo in Redlands

Tire Disposal

Call (909) 350-8200 or (909) 383-7050
Victorville Residents call 1-800-722-3181

Recycle Used Motor Oil & Filters

Dumping used oil (or any chemical) is a crime --legally & environmentally.

Dumped oil contaminates the ground water--our drinking water source.

Used oil is insoluble and can contain toxic chemicals.

Used oil kills plant and aquatic life.

One pint of used oil can create an acre-sized oil slick on surface waters.

Recycling used oil and oil filters is the answer.

Drain your oil from cars, trucks, motorcycles, boats, recreational vehicles, lawnmowers, etc. into a reusable, sealable container. Obtain a free oil container at a nearby collection facility.

Remember: Do Not Dump Oil on the ground, in the gutter or storm drain, or throw in the trash. Do Not Mix anything with the oil (water, paint, pesticides, solvents, diesel, antifreeze, gasoline). CALL 1-800 CLEANUP for the nearest certified center to recycle oil and oil filters.

Websites:

San Bernardino County Fire Department
www.sbcfire.org/ofm/hhw

EARTH 911
1800cleanup.org



California Integrated Waste Management Board
CIWMB.ca.gov



**REPORT ILLEGAL DUMPING
ANONYMOUSLY, CALL 1-800-33-TOXIC**

**BUY LESS, USE LESS, POLLUTE LESS AND
TRANSPORT NO MORE THAN 15 GALLONS OR 125 LBS**

Important Tips & Facts

Household hazardous waste is any material discarded from homes which may threaten human health or the environment when disposed of improperly.

Always follow label directions exactly. Use only the recommended amount.

Always use gloves, masks, goggles or other safety equipment as recommended on product labels.

Always wash hands and face thoroughly after using household toxics and before eating or drinking.

Always use products in well ventilated and safe work areas. Avoid breathing the vapors.

Never mix products together unless the label calls for it (for example, ammonia mixed with chlorine bleach form a poisonous gas).

Store flammable, oxidizer and poisonous products each separately--do not store incompatible products together (i.e., acids with caustics or alkalines; or flammables with oxidizers).

If you spill a hazardous chemical on yourself: Immediately wash the area well with water (do not use soap) and change clothes immediately. Wash clothes separately. For Eyes: Immediately rinse injured eye with lukewarm water, with the good eye above the injured eye and from the nose outward. Seek medical attention.

If you spill a chemical on the ground: Contain and cover the spill with an absorbent material (kitty litter, saw dust), sweep and scoop absorbent and container into a plastic bag, and take to a permanent household hazardous waste collection center. Large spills or questions regarding the proper disposal of explosive, radioactive or infectious materials, contact the Household Hazardous Waste Program at (909) 382-5401 or 1-800 Oily Cat.

Always call the medical professional or the Drug and Poison Information Center for advice on poisoning at 1-800-777-6476.

Conditionally Exempt Small Generator (CESQG) Program

is available for small businesses that generate 27 gallons or 220 lbs. of hazardous waste or 2.2 lbs. of extremely hazardous waste per month. The CESQG Program is a mobile hazardous waste pick-up disposal service for eligible businesses in San Bernardino County. Trained San Bernardino County Fire Department staff will come to your business, assist you in properly labeling and marking your hazardous waste and remove it for disposal. All legal documentation is provided as part of the service. Call 1-800-Oily Cat to receive a copy of the brochure outlining the program and cost.

San Bernardino County Household Hazardous Waste Collection Facilities

Will accept: household generated motor oil, oil filters, antifreeze, auto & household batteries, pesticides, fertilizers, paint products, chemical cleaners, hobby/pool supplies.

Will not accept: business wastes, radioactive wastes, infectious wastes, explosives, reactives or asbestos. Call (909) 382-5401 or 1-800-Oily Cat (1-800-645-9228) for disposal options.

Before transporting hazardous waste to collection center, be sure that...

The amount of waste transported does not exceed 15 gallons or 125 pounds per visit in containers no bigger than 5-gallon.

The containers are sound, not leaking and sealed. The waste is in its original container or is properly labeled as to its contents.

Wastes are placed securely in the vehicle for safe transport.

The contents of the container are the same as stated on the label. If not the same, cover up the label and write the name of its contents.

Collection Center Locations . . .

1-800-Oily Cat

Valley Region

SAN BERNARDINO
S.B. International Airport
2824 East "W" Street, Bldg. 302
Monday-Friday 9 -- 4

CHINO
Chino City Public Works
Services Center
5050 Schaefer Avenue
2nd & 4th Saturday 8 -- 1

ONTARIO
Fire Station #3
1408 E. Francis Street
Friday & Saturday 9 -- 2

REDLANDS
Redlands City Yard
500 Kansas Street at Park
Saturday 9:30 -- 12:30

RIALTO
Maintenance Yard
6 Willow Avenue
2nd & 4th Friday 9 -- 11
2nd & 4th Saturday 9 -- 2

RANCHO CUCAMONGA
Rancho Cucamonga
HHW Facility
12158 Baseline
Saturday 10 -- 2

UPLAND
Upland City Yard
1370 N. Benson
Saturday 9 -- 2



Mountain Region

CITY OF BIG BEAR LAKE
Public Service Yard
42040 Garstin Drive
Saturday 9 -- 2

LAKE ARROWHEAD
Heaps Peak Transfer Station
29898 Highway 18
Saturday 9 -- 4

Desert Region

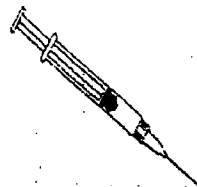
APPLE VALLEY
22411 Highway 18
1st & 3rd Saturday 10 -- 2

BARSTOW
900 South Avenue 'H'
Saturday 9 -- 2

HESPERIA
Hesperia Fire Station
9430 Eleventh Street
Tuesday & Thursday 9 -- 1
Saturday 9 -- 3

JOSHUA TREE
West of Solid Mgmt. Building
62499 29 Palms Highway
3rd Saturday 9 -- 1

VICTORVILLE
Victorville Fire Department
San Bernardino County Fairgrounds
East of Desert Knoll Drive on Loves Lane
Victorville, CA
Wednesday & Sunday 9 -- 4



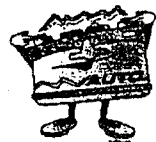
**Antifreeze, Auto &
Household Batteries,
Motor Oil, Filters &
Latex Paint (ABOP)
Collection Facilities
1-800-Oily Cat**

HOURS
8:00 a.m. to
12:00 Noon

BIG RIVER
County Fire Station 17
150260 Capistrano Way
1ST SATURDAY



EL MIRAGE
County Fire Station 11
2925 El Mirage Road
3RD SUNDAY



FOREST FALLS
County Fire Station 128
40847 Valley of the Falls Dr
1ST SUNDAY



HAVASU LAKE
County Fire Station
148808 Havasu Lake Rd
1ST SATURDAY



HELENDALE
County Fire Station 4
27089 Helendale Road
2ND SATURDAY

TRONA
County Fire Station 127
83732 Trona Road
2ND SATURDAY



WONDER VALLEY
County Fire Station 119
80526 Amboy Rd.
Twenty-nine Palms
3RD SATURDAY



03/31/03

printed on recycled paper

Sharps disposal available for San Bernardino County and City residents listed below:

County of San Bernardino	(909) 387-4655
City of Redlands	(909) 798-7600
City of Rialto	(909) 820-2657
City of San Bernardino	(909) 384-5335
City of Victorville	(760) 955-5227
City of Rancho Cucamonga	(909) 477-2777 x220

Funded by a Grant from the California Integrated Waste Management Board

Used Motor Oil

Almost 60% of the nation's automobile oil is changed by "do-it-yourselfers." These consumers generate at least 200 million gallons of used motor oil every year. Only 14% of this waste oil is properly recycled. Most of it is dumped on the ground, pured down storm drains or thrown in the trash.

DUMPING used oil is a crime - legally and environmentally

There are legal fines to pay.



Used oil is insoluble and can contain toxic chemicals

Used oil kills plant and aquatic life.

One pint of used oil can create an acre-sized oil slick on surface waters.

Dumped oil contaminates the groundwater - *our drinking water.*

RECYCLING used oil and oil filters is the answer.

Drain your oil from cars, trucks, motorcycles, boats, recreational vehicles, lawnmowers, etc. into a reusable, sealable container.

DO NOT dump oil on the ground, in the gutter or storm drain, or throw in the trash.

DO NOT mix anything with the oil (*water, paint, pesticides, solvents, antifreeze, gasoline*).

Take your oil *and* oil filter to a service station, auto parts store or a county collection center near you.



BUYING rerefined motor oil helps solve the problem

Buying recycled products is an important part of recycling.



Oil recycling efforts
sponsored by a grant
from the California
Integrated Waste Management Board

Used Motor Oil

En este país, casi el 60% de los automovilistas "hacen el cambio de aceite ellos mismos." Estos consumidores generan anualmente por lo menos 200 millones de aceite de motor usado. Solamente un 14% de este aceite desperdiciado es recirculado o reciclado correctamente. La mayor parte del aceite es arrojado en el suelo, vaciado en drenaje para la agua de lluvias o tirado en la basura.

Es un crimen **TIRAR** el aceite usado -legalmente y ambientalmente

Existen multas legales a pagar.



Acetate usado es insoluble y puede contener quimicas toxicas.

Acetate usado mata plantas y la vida acuatica.

Una pinta de acetate usado puede crear sobre la superficie de aguas una capa acetosa del tamaño de un acre.

El acetate tirado contamina el agua subterranea - *nuestra agua potable*.

RECICLAR o recircular el acetate usado y filtros de acetate es la solucion

Escuerra su acetate (de carros, camiones, motocicletas, lanchas, vehiculos de recreacion, cortadores de pasto, etc.) en un recipiente de uso repetido, con tapadera quel selle bien

NO ARROJE acetate en el suelo, cuentas del drenaje, ni lo tire en la basura.

NO REVUELVA nada con el acetate (agua, pintura, pesticidas, solventes, anticongelante, gasolina).



Take your oil **and** oil filter to a service station, auto parts store or a county collection center near you.

BUYING rerefined motor oil helps solve the problem

Buying recycled products is an important part of recycling.



**RECYCLE
USED OIL**

Oil recycling efforts
sponsored by a grant
from the California
Integrated Waste Management Board

Where to take Used Motor Oil in San Bernardino County...

ADELANTO
Adelanto Fire Station.
11741 Hardy Avenue
(760) 246-8007

No Fee
X

APPLE VALLEY

Kragen Auto Parts
20920 Bear Valley Rd.
(760) 240-2133

No Fee
X

Town Maintenance Yard
22411 S. Outer Highway 18
1-800-645-9228

No Fee
*

BARSTOW

Fire Protection District
861 Barstow Road
Wednesday/Saturday 9—2
1-800-645-9228

No Fee
*

Kragen Auto Parts #1176
1133 East Main Street
(760) 255-2277

No Fee
X

Spee Dee Oil Change +
Tune-up
931 Armory Road
(760) 252-5066

No Fee
X

BIG BEAR LAKE

Public Service Yard
42040 Garstin Drive
2nd/4th Saturday 9—12
1-800-645-9228

No Fee
*

BIG RIVER

County Fire Station 17
150260 Capistrano Way
1st Saturday 8—12 Noon

No Fee
X

CHINO

AutoZone #21638
12418 Central Avenue
(909) 591-6529

No Fee
X

Chino Service Yard
5050 Schaefer Avenue
2nd/4th Saturday 8—1
1-800-645-9228

No Fee
*

Jiffy Lube #361
4143 Riverside Drive
(909) 627-6873

No Fee
X

Kragen Auto Parts #749
12385 Central Avenue
(909) 591-4878

No Fee
X

A.S.T. Firestone
5536-A Philadelphia St.
(909) 902-9455

No Fee
*

Pep Boys #812
4046 Grand Avenue
(909) 590-7141

No Fee
*

Pep Boys #881
12018 Central Avenue
(909) 627-3662

No Fee
X

CHINO HILLS

Chino Valley Quicklube
13870 Peyton Drive
(909) 627-4466

No Fee
X

EI MIRAGE

County Fire Station 11
2925 El Mirage Road
3rd Sunday 8:00—12 Noon

No Fee
*

FOREST FALLS

County Fire Station 128
40847 Valley of the Falls Dr.
1st Sunday 8—12 Noon

No Fee
*

FONTANA

Fontana City Yard
16489 Orange Way
(909) 350-6620

No Fee
*

Jiffy Lube #539

688 W. 4th Street
(909) 882-5534

No Fee
*

Kragen Auto Parts #341
16990 Foothill Blvd.
(909) 355-8611

No Fee
X

Kragen Auto Parts #740
9880 Sierra Avenue, #D
911 W. Highland Avenue
(909) 350-8441

No Fee
X

Advanced Envir., Inc.
3579 Whittram
(909) 356-9025

No Fee
*

Pep Boys #680
16711 Valley Blvd.
(909) 823-7131

No Fee
X

HELENDALE

County Fire Station 4
27089 Helendale Road
2nd Saturday 8:00—12 Noon

No Fee
X

HESPERIA

Firestone Store #2263
17320 Main Street
(760) 244-5282

No Fee
*

Hesperia Fire Station
9130 Eleventh Street
Tues/Thurs 9—1/Sat 9—2
1-800-645-9228

No Fee
*

Kragen Auto Parts
16816 Main Street
(760) 949-5110

No Fee
X

Pep Boys #773
15659 Main Street
(760) 947-4791

No Fee
*

Grease Monkey
14949 Bear Valley Road
(760) 244-1234

No Fee
X

JOSHUA TREE

Desert Communities
Collection Center
62499 State Highway 62
3rd Saturday 9—1
1-800-645-9228

No Fee
*

LAKE ARROWHEAD

Heaps Peak
Transfer Station
29898 Highway 18
Saturday 9—4
1-800-645-9228

No Fee
*

LOMA LINDA

City of Loma Linda
Corporation Yard
26000 Barton Road
(909) 796-0131

No Fee
X

Saturn of Loma Linda
25140 Redlands Blvd.
(909) 799-9900

No Fee
*

Spreen Honda
25050 Redlands Blvd.
(909) 796-6955

No Fee
X

MONTCLAIR

Firestone Store #2266
9201 Central Avenue
(909) 624-9939

No Fee
X

Grease Monkey
8949 Monte Vista
(909) 399-0515

No Fee
X

Kragen Auto Parts #783
5615 Holt Avenue
(909) 391-1492

No Fee
X

Pep Boys #730
5150 Arrow Hwy.
(909) 626-0717

No Fee
*

NEEDLES

Budget Automotive
717 E. Broadway
(760) 326-1172

No Fee
X

ONTARIO

Fire Station #3
1408 E. Francis St.
Friday & Saturday 9—2
1-800-645-9228

No Fee
*

Jiffy Lube #756
11195 Central Avenue
(909) 464-0242

No Fee
*

Ramona Tire & Auto
2451 S. Euclid Ave.
(909) 986-5262

No Fee
*

Pep Boys #732
2415 S. Vineyard
(909) 947-6889

No Fee
*

Kragen Auto Parts #548
2460 S. Grove Avenue
(909) 947-5085

No Fee
X

RANCHO CUCAMONGA

Bernell Hydraulics Inc.
8810 Etiwanda Avenue
(909) 889-1751

No Fee
*

Foothill Fire District
12158 Baseline
Saturday 10—2
1-800-645-9228

No Fee
*

Kragen Auto Parts #745
9110 Foothill Blvd.
(909) 945-3313

No Fee
X

Pep Boys #637
9292 Foothill Blvd.
(909) 980-2910

No Fee
*

REDLANDS

Firestone Store #2264
300 W. Redlands Blvd.
(909) 793-3373

No Fee
X

Kragen Auto Parts #771
840 E. Redlands Blvd.
(909) 792-8427

No Fee
X

Pep Boys #833
1650 W. Redlands Blvd.
(909) 792-9110

No Fee
*

Jiffy Lube
1667 Redlands Blvd. #A
(909) 335-9454

No Fee
*



REDLAND (cont'd)

Save Time Lube, No Fee
Tune 'n Brakes Inc. X
511 W. Colton Avenue
(909) 792-5890

Redlands City Yard No Fee
500 Kansas Street
Saturday 9:30—12:30
1-800-645-9228

RIALTO

City Maintenance Yard No Fee
246 Willow Avenue
2nd/4th Friday 2—4
2nd Saturday 9—12
1-800-645-9228

Filter Recyc. Svcs., Inc. No Fee
180 W. Monte Avenue
(909) 424-1630 X

Kragen Auto Parts No Fee
286 W. Foothill Blvd.
(909) 874-7390 X

Pep Boys #790 No Fee
505 E. Foothill Blvd.
(909) 421-1177 X

SAN BERNARDINO

AutoZone No Fee
328 E. Baseline
(909) 884-1819 X

AutoZone No Fee
1722 Highland Avenue
(909) 881-1525 X

AutoZone No Fee
1050 W. Kephall Drive
(909) 881-3577 X

AutoZone No Fee
2035 W. Mill
(909) 889-1155 X

AutoZone No Fee
494 Orange Show Road
(909) 381-3546 X

Choice Automotive No Fee
1282 North "H" Street
(909) 888-1660 X

S.B. County Fire Dept. No Fee
Collection Facility
S.B. Int'l Airport
2824 East "W" Street, Bldg. 302
1-800-645-9228 or (909) 382-5401

Firestone Store #2262 No Fee
1144 South "E" Street
(909) 888-0201 X

Firestone Store #2265 No Fee
271 East Highland Ave.
(909) 886-5115 X

Fruciano's No Fee
Automotive Service X
331 W. 40th Street
(909) 881-5703

Jiffy Lube No Fee
567 W. Highland Avenue
(909) 886-0551 X

Kragen Auto Parts #339 No Fee
2085 E. Highland Avenue
(909) 864-4090 X

Kragen Auto Parts #752 No Fee
688 W. 4th Street
(909) 381-3532 X

Pep Boys #608 No Fee
147 South "E" Street
(909) 884-4771 X

Save Time, Lube, No Fee
Tune & Brakes X
911 W. Highland Avenue
(909) 882-5542

Scher Tire #29 No Fee
1267 N. Waterman Ave.
(909) 889-2626 X

Scher Tire #30 No Fee
201 Inland Center Dr.
(909) 884-8100 X

TRONA

County Fire Station 127 No Fee
83732 Trona Road
2nd Saturday 8:00—12:00 Noon

TWENTYNINE PALMS

Pitstop-29 No Fee
71617 29 Palms Hwy.
(760) 367-1797 X

UPLAND

AutoZone No Fee
817 W. Foothill Blvd.
(909) 981-8161 X

EZ Lube, Inc. No Fee
1460 E. Foothill Blvd.
(909) 920-0476 X

Firestone Store #2267 No Fee
1434 E. Foothill Blvd.
(909) 946-7656 X

Jiffy Lube No Fee
1379 E. Foothill Blvd.
(909) 946-1526 X

Pep Boys #960 No Fee
304 Foothill Blvd.
(909) 931-9996 X

Scher Tire Inc. #6 No Fee
dba Goodyear Tire X
1101 E. Foothill Blvd.
(909) 946-4004

Upland City Yard No Fee
1370 N. Benson
2nd/4th Saturday 9-2
1-800-645-9228

VICTORVILLE

Kragen Auto Parts #753 No Fee
14781 W. 7th Street
(760) 243-4233 X

Beck Oil/Unical Bulk No Fee
Paint X
16640 "D" Street
(760) 245-4191

Kwik Kar Lube & Tune No Fee
12972 Hesperia Road
(760) 243-2033 X

Pep Boys #972 No Fee
14475 7th Street
(760) 241-0533 X

Fire Department No Fee
S.B. County Fairgrounds
Sunday 9-4
1-800-645-9228

WONDER VALLEY

County Fire Station 119 No Fee
80526 Amboy Road
3rd Saturday 8:00—12:00 Noon

YUCAIPA

Kragen Auto Parts No Fee
12005 5th Street
(909) 790-1993 X

Sonny's Radiator No Fee
and Muffler X
34996 Yucaipa Blvd.
(909) 790-1991

Kwik Lube No Fee
34-795 Yucaipa Blvd.
(909) 797-7261 X

YUCCA VALLEY

Kragen Auto Parts #337 No Fee
57258 29 Palms Hwy.
(760) 365-0787 X

Pitstop 29 No Fee
56982 29 Palms Hwy.
(760) 367-1797 X

*Accepts Used Oil Filters

X CIWMB Used Oil Program
Certified Collection Centers
reimburse participants \$0.04 per
quart oil recycled



RECYCLE
USED OIL

New In Your Community

FREE DISPOSAL of used oil, antifreeze, batteries (auto & household), oil filters and latex paint **ONLY!** This service is being made available to all San Bernardino County residents at the locations, dates and times of operation listed below:

FOREST FALLS

County Fire Station 128
40847 Valley of the Falls Drive
2nd Saturday of the month
8:00 a.m. to 12:00 p.m.
Open Date: February 13, 1999

BIG RIVER

County Fire Station 17
150260 Capistrano Way
1st Saturday of the month
8:00 a.m. to 12:00 p.m.
Open Date: March 6, 1999

HELENDALE

County Fire Station 4
27089 Helendale Road
2nd Saturday of the month
8:00 a.m. to 12:00 p.m.
Open Date: March 13, 1999

TRONA

County Fire Station 127
83732 Trona Road
2nd Saturday of the month
8:00 a.m. to 12:00 p.m.
Open Date: March 13, 1999

WONDER VALLEY

County Fire Station 119
80526 Amboy Rd., Twentynine Palms
3rd Saturday of the month
8:00 a.m. to 12:00 p.m.
Open Date: April 17, 1999

Before transporting Hazardous Waste to a Collection Center, be sure that...

- ❖ The waste is in its original container or is properly labeled as to its contents.
- ❖ The containers are sound, not leaking and sealed.
- ❖ The contents of the container are the same as stated on the label. If not the same, cover up the label and write the name of its contents.
- ❖ The amount of waste transported does not exceed 15 gallons or 125 pounds.
- ❖ Wastes are placed securely in the vehicle for safe transport.

Business wastes will not be accepted.

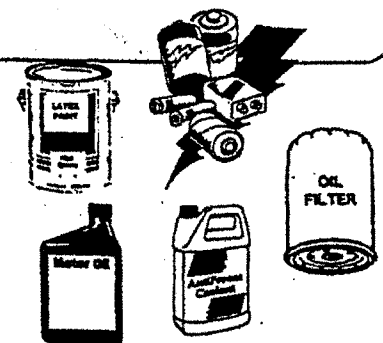
For disposal of business or other types of Household Hazardous Waste, please call (909) 382-5401 or 1-(800) 645-9228, Monday through Friday from 8:00 a.m. to 4:30 p.m.

The collection facilities will be closed during inclement weather, (e.g. high winds, severe heat, snow, rain, etc.)

Do not leave waste unattended. Many of our collection facilities are operated by on-call fire personnel, and during an emergency may be called away. If during normal operational hours you find the facility unstaffed, please call (909) 382-5401 or 1-(800) 645-9228 Monday through Friday from 8:00 a.m. to 4:30 p.m. for disposal options. Do not abandon your waste, this is a felony offense, and could result in the closure and removal of this valuable community resource.

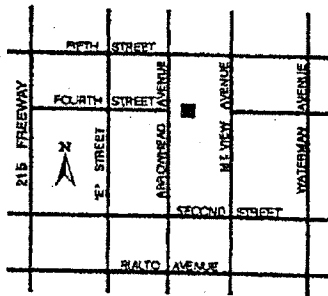


*Funded by a Grant
from the California
Integrated Waste
Management Board*



Facilities provided courtesy of the San Bernardino County Board of Supervisors, through the San Bernardino County Fire Department Hazardous Materials Management Division.

Pick up a free sharps container at
San Bernardino County
Environmental Health Services
 385 North Arrowhead Avenue, 2nd Floor
 San Bernardino, CA
 Monday through Friday
 8 a.m. to 5 p.m.



Prepared by



San Bernardino County
Department of Public Health
 Division of

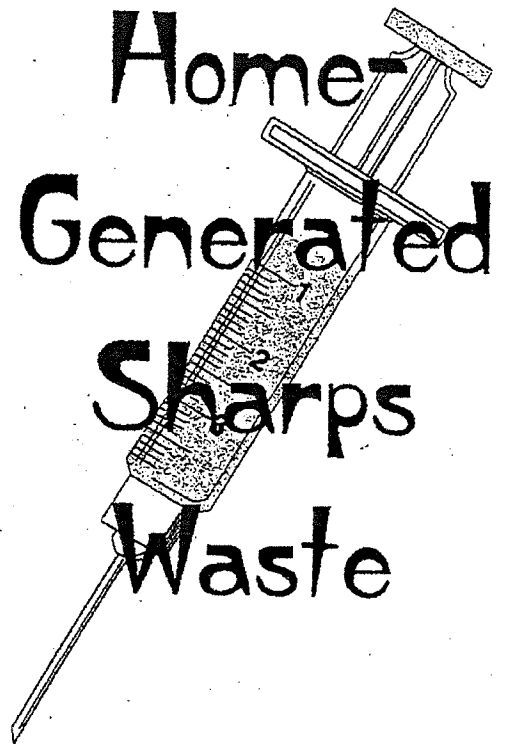


ENVIRONMENTAL HEALTH SERVICES
SAFE DRINKING WATER PROGRAM
MEDICAL WASTE SECTION

(909)387-4655



A:\SHRPSFLY.PUB
 Revised November 1997



What is it?

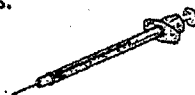
How should it be discarded?

Can I put it in the trash?

Where can I take it?

What is home-generated sharps (HGS) waste?

Examples of HGS are: needles, syringes, lancets and other sharp objects.



How should I discard HGS?

HGS should be placed in a sharps container which is a red, heavy-duty plastic container. Fill sharps containers only *3/4 full*. Sharps containers are available for purchase at most pharmacies.

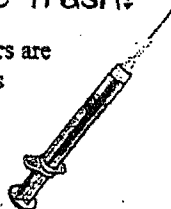


The Department of Public Health Clinical Services

Building Lab and Environmental Health Services in San Bernardino are offering a limited number of containers free of charge. (See maps for locations and hours.)

After I put the sharps in the red container, is it OK to throw the container into the trash?

No! Untreated sharps containers are *not* allowed in landfills. Sharps in other types of containers place workers who hand sort recyclables at risk for needle-stick injuries.



Where can I dispose of the sharps container?

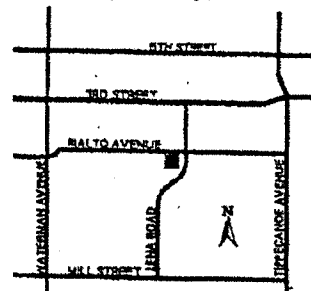
Good News! Effective January 1, 1996, the State of California made amendments to the Medical Waste Management Act.

Various medical facilities are now allowed to accept sharps waste containers—medical offices, clinics, hospitals, surgery centers, veterinary clinics/hospitals and public health clinics at the following locations:

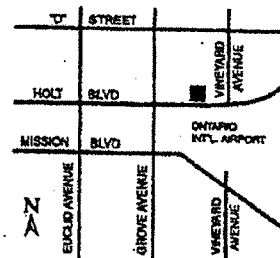
**Department of Public Health
Clinical Services Building
Public Health Laboratory**

799 East Rialto Avenue, San Bernardino
(909) 383-3000

Monday through Friday, 9 a.m. to 4 p.m.

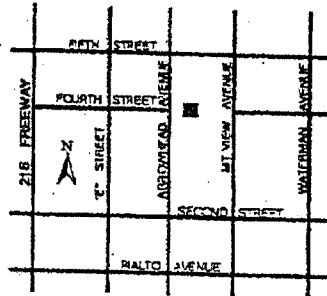


**Department of Public Health
Immunization Clinic**
1627 E. Holt Blvd. (Bldg. 3)
Monday only, 9 a.m. to 4 p.m.



Call (909) 387-4655 to find a location near you.

Pueden recoger los envases de jeringas gratis del
 Condado de San Bernardino
 División del Medio Ambiente
 385 North Arrowhead Avenue, 2nd Floor
 San Bernardino, CA
 De Lunas a Viernes,
 de 8 de la mañana hasta las 5 de la tarde



Preparado por



El Condado de San Bernardino
 Departamento de Salud
 División del
 MEDIO AMBIENTE
 PROGRAMA DE AGUA POTABLE
 SECCIÓN DE
 DESPERDICIOS MÉDICOS
 (909)387-4655



A:\SHRPSSPAN.PUB
 Revised December 1997

Desecho de Jeringas Originadas en Casa



¿Que son?
 ¿Como se deben de desechar?
 ¿Las puedo tirar a la basura?
 ¿Donde los puedo llevar?

¿Que son jeringas originadas y puestas en casa?

Ejemplos de jeringas originadas y puestas en casa son: agujas, jeringas, bisturís y otros objetos puntiagudos.



¿Como debo de deshacer las jeringas originadas en casa?

Las jeringas usadas en casa se deben de tirar en un envase, color rojo, que está hecho de un plástico fuerte. Los envases se deben de



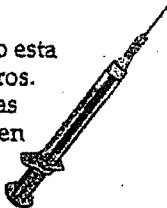
llenar hasta las 3/4 partes. Esos envases se pueden conseguir en farmacias a un precio razonable.

El Departamento de Salud y el División del Medio Ambiente en San Bernardino les ofrece una cantidad limitada de envases de jeringas gratuitas.

(Mirar el mapa para las direcciones y las horas.)

¿Despues que ponga las jeringas en el envase rojo, esta bien si lo tiro a la basura?

No! El envase de las jeringas no esta permitido tirarlo en los basureros. También las jeringas desechadas en otros tipos de envases pueden causar heridas a trabajadores que separan los recycables.



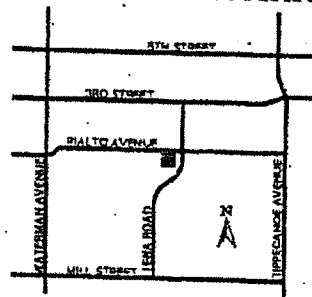
¿Donde puedo tirar los envases de las jeringas?

Buenas noticias! A partir del 1 de Enero, de 1996, el Estado de California ha ordenado una ley administrativa de desperdicios de medicinas.

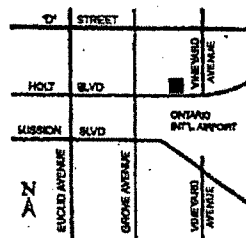
Algunos establecimientos de medicinas pueden aceptar los envases de jeringas. Estos establecimientos son oficinas de médicos, hospitales, centros de cirugía, clínicas, clínica de veteranos/hospitales y clínicas del Departamento de Salud. El Departamento de Salud está localizado en:

Departamento de Salud
Edificio de Servicios Clínicos
Laboratorio de Salud
799 East Rialto Avenue, San Bernardino
(909) 383-3000

De Lunes a Viernes,
de 9 de la mañana hasta las 4 de la tarde



Departamento de Salud
Clínica de Inmunización
1627 E. Holt Blvd.
Solamente los Lunes,
de 9 de la mañana hasta las 4 de la tarde



La
Je. Llame al teléfono (909) 387-4655 el qual les informara del local más próximo a usted.

APPENDIX B

AVERAGE/MINIMUM LOADCHECKING COVERAGE PER SITE

Average/Minimum Loadchecking Coverage per Site

Active Landfills:

Site	Average Hours Per Week	Minimum Hours Per Week	Minimum Inspections Per Week
Barstow	48	40	5
Colton	40	32	5
Landers	28	21	5
Mid-Valley	48	40	5
San Timoteo	48	40	5
Victorville	56	48	5

Transfer Stations^a

Site	Average Hours Per Week	Minimum Hours Per Week	Minimum Inspections Per Week
Big Bear	48	40	5
Camp Rock	14	7	1*
Heaps Peak	48	40	5
Newberry	14	8	2
Sheep Creek	35	28	8
Trails End	14	7	2
Trona	40	32	5
29 Palms	28	21	6

^a Loads brought from the transfer stations to a County landfill will also be subject to the loadchecking program at the County facility

* Inspection of the Camp Rock load will be conducted at the landfill by a contractor loadchecker.

APPENDIX C

LISTS OF PROHIBITED MATERIALS

LIST OF UNACCEPTABLE WASTE

The following is a partial list of prohibited wastes at Class III facilities. Other wastes may be deemed unacceptable at the facility-owner/operator's discretion or as determined by federal, state or local regulations.

Acetylene sludge I	Heavy ends waste (T)
Acid wastes I	Ink printing/sludge
Alkaline corrosive liquids I	Insecticides (T)
Alum sludge	Laboratory wastes *
Ashes (T,C) *	Lagoon waste
Asphalt (T)	Lime and water I
Bag house waste *	Lime sludge/waste water I
Batteries I	Metal waste
Battery acid I	Mine tailings
Beryllium waste (T)	Muriatic Acid I
Bilge water (T)	Oil ash (T,C)
Boiler cleaner waste (T,C)	Oil of bergamot
Buffing dust	Orris root products
Bunker oil (T,F)	Paint remover/stripper (F)
Catalyst *	Paint thinner (F)
Caustic sludge/waste water I	Paint waste (T,F)
Caustic waste I	Petroleum refining wastes
Cement kiln dust *	Pesticide waste (T)
Cement liquid *	Pesticide containers/unrinsed (T)
Chemical cleaners *	Pharmaceuticals
Chemical toilet cleaners *	Pickling waste I
Chemical wastes	Pigments*
Cleaner alkaline I	Plating waste (T,C)
Cleaning compounds *	Polychlorinated biphenyls (T)
Cleaning solvents (F)	Printing ink *
Cleaning process wastes *	Produced water
Contaminated soil *	Radioactive wastes
Corrosion inhibitor (T,F)	Resin manufacturing waste *
Cyanide solutions/waste (T,C)	Sandblasting residue *
Data processing fluid (F)	Scrubber sludge
Distillation bottoms/light ends (T)	Slag waste
Drilling fluids and mud *	Slop oil (F)
Drugs	Sludge acid I
Dyes *	Soda ash I
Emission control wastes *	Solvents (F)
Epoxy waste *	Still bottoms waste (T)
Explosives, all forms I	Stripping solution (T,F)
Extremely hazardous waste	Sulfur sludges I
Finishing waste	Sump waste

LIST OF UNACCEPTABLE WASTE (CONT.)

Flammable wastes
Flue gas emission control waste
Fly ash (T,C)
Fuel waste (T,F)
Glare sludge
Hazardous waste

Tank bottom sediment *
Tank cleaning sludges *
Tanning sludges (T)
Toxic materials/waste
Waste water treatment sludges
Weed killer (T)
Wood Preservation waste

OTHER UNACCEPTABLE WASTES:

All Liquid Wastes
55 Gallon Drums
Compressed Gas Cylinders

Key: C = Corrosive F = Flammable
 R = Reactive T = Toxic

* Only if it contains a hazardous material

COMMON HOUSEHOLD HAZARDOUS WASTES

CORROSIVES (ACIDS)

Boric Acid
Car Battery Acid
Copper Cleaners
Etching
Ferric Chloride
Fertilizers
Hydrochloric Acid
Hydrofluoric Acid
Metal Cleaners
Muriatic Acid
Navel Jelly
Phosphoric Acid
Pool Acid
Sheep Dip
Sodium Bisulfate
Sulfuric Acid
Toilet Bowl Cleaners

CORROSIVES (BASES)

Ammonia Cleaners
Battery Terminal Cleaner
Caustic Soda
Cess Pool Cleaners
Drain Cleaners
Household Cleaners
Lime
Lye
Oven Cleaners
Photochemicals
Sodium Hydroxide
Window Cleaners

EXPLOSIVES

Ammunition
Fireworks
Flares

FLAMMABLES & COMBUSTIBLES

Acetone
Adhesives
Aerosol
Air Freshener
Alcohols
Artificial Snow
Asphalt Driveway Topping
Automotive Body Filler
Automotive Oils
Automotive Waxes
Bar-B-Que Lighter Fluid
Benzene
Brake Fluid
Camphor
Chrome-Silver Polishes
Cutting Oil
Denatured Alcohol
Diesel Fuel
Disinfectants
Duplicator Fluid
Enamel Paint
Enamel/Oil Base Paint
Epoxy Paint
Ethanol
Ether
Ethylene Glycol
Fiberglass Resins (unsolidified)

POLYCHLORINATED BIPHENYLS (PCB'S)*

Fingernail Polish/Remover
Floor/Furniture Polish
Formaldehyde Solution
Formalia
Gasoline
Glues
Grease
Household Waxes
Isopropyl Alcohol
Kerosene
Lacquer Thinner
Lacquer Paint
Latex Paint
Linseed Oil
Liquid Waxes
Liquid Sandpaper
Liquid Butane
Methanol
Naphtha
Oils (petroleum)
Organic Solvents
Paint Thinners
Paint Strippers
Paraffin Oil
Pentachlorophenol
Perfume
Petroleum Distillates
Plastic Roof Cement
Plastic Model Cement
Polyurethane Paint
Polyurethane Cement
Power Steering Fluid
Primers
Roofing Cement
Rug/Upholstery Cleaner
Sealers
Shellac Thinner
Silicone Sprays
Spot Remover/Dry Cleaning Fluids
Thinner
Tile Cement
Tire Black
Toluol/Toluene
Transmission Fluid
Transmission Oil
Turpentine
Varnish
Wallpaper Cement
Windshield Wiper Fluid
White Gas
Wood Filler/Putty
Wood Stain
Xylol/Xylene

ORGANIC PEROXIDE

Adhesive Catalysts
Automotive Body Filler Catalyst
Tree Root/Stump Killer

OXIDIZERS

Ammonium Nitrate
Bleach
Calcium Hypochlorite
Chlorates
Fertilizers
Fluorine
Hair Coloring

Hydrogen Peroxide
Iodine
Nitric Acid
Plant Food
Potassium Permanganate
Sodium Hypochlorite
Toilet Bowl Cleaner with bleach

POISONS

Ant and Roach Killer
Anti-Freeze
Arsenic Compounds
Automotive Cleaners
Bacterial Pipe Cleaners
Bordeaux Mix
Boric Acid
Bug Remover
Chlordane
Chrome-Silver Polish
Chromium
Copper Sulfate
DDT
DDVP
Diazinon
Dimethylamine Salts
Disinfectants
Dog Repellent
Dursban
Ethylene Glycol
Fertilizers
Flea Spray/Powder
Fungicides
Gopher Killer
Insect Sprays
Lead Compounds
Lice Powder
Lindane
Malathion
Mercury
Methylene Chloride
Mole Killer
Moth Crystals
Pentachlorophenol
Pesticides
Pharmaceuticals
Plant Food
Pruning Paint
Pyrethrins
Rat Poison
Rose Dust
Sevin
Sheep Dip
Snail/Slug Killer
Strychnine
Tar Remover
Weed and Grass Killer
Windshield Wiper Fluid

RADIOACTIVE MATERIALS

Old Glow-in-the-Dark Watches
Smoke Alarms

Aroclor (tradename)
Askarel – fire resistant insulating/cooling liquids
Capacitors
Dielectric fluids
Electrical motors using PCB coolants
Heat transfer systems
Hydraulic systems with PCB hydraulic fluid
Interteen (tradename)
Light Ballasts
Pyranol (tradename)
Transformers

*PCB's persist in the environment and have some harmful effects and are therefore regulated by the EPA. PCB's are a family of 209 chemical compounds composed of carbon, hydrogen, and chlorine. Usually they are dense liquids, with a heavy, oil-like consistency. Because of their inertness, stability, and excellent electrical insulation and heat transfer properties; PCB's often have been used as coolants in transformers and capacitors. The list of other products which formerly contained PCB's is surprisingly diverse-adhesives, paints, and caulking compounds; inks, plasticizers and dust suppressants; lubricants and sealants. The EPA does not regulate liquids with PCB concentrations below 50 ppm. California, however, classifies liquid wastes with PCB concentrations equal to or greater than 5 ppm as hazardous. Under EPA regulations, drained PCB-contaminated transformer carcasses are allowed to be disposed in municipal landfills. California has classified drained waste transformer carcasses as hazardous waste if the oil that was drained from the carcass had transformer oil with PCB concentrations equal to or greater than 5 ppm. There is no exemption under California DTSC regulations due to PCB quantity or size of the waste material that contains PCB's. Items such as fluorescent light ballasts with PCB capacitors are covered under CA DTSC regulations, whereas, Federal regulations would exempt them under the TSCA small capacitor definition. Today, PCB use is restricted to capacitors, transformers, and certain electrical equipment.

This subdivision sets forth a list of common names of wastes which are presumed to be hazardous wastes unless it is determined that the waste is not a hazardous waste pursuant to the procedures set forth in section 66262.11. The hazardous characteristics, which serve as a basis for listing the common names of wastes, are indicated in the list as follows:

(X) toxic
I corrosive,
(I) ignitable and
(R) reactive.

Acetylene sludge I
Acid and water I
Acid sludge I
AFU Floc (X)
Alkaline caustic liquids I
Alkaline cleaner I
Alkaline corrosive battery
fluid I
Alkaline corrosive liquids I
Asbestos waste (X)
Ashes (X,C)
Bag house wastes (X)
Battery acid I
Beryllium waste (X)
Bilge water (X)
Boiler cleaning waste (X,C)
Bunker Oil (X,I)
Catalyst (X,I,C)
Caustic sludge I
Caustic wastewater I
Cleaning solvents (I)
Corrosion inhibitor (X,C)

Data processing fluid (I)
Drilling fluids (X,C)
Drilling Mud (X)
Dyes (X)
Etching acid liquid or
solvent (C,I)
Fly ash (X,C)
Fuel waste (X,I)
Insecticides (X)
Laboratory waste (X,C,R,I)
Lime and sulfur sludge I
Lime and water I
Lime sludge I
Lime wastewater I
Liquid cement (I)
Mine tailings (X,R)
Obsolete explosives I
Oil and water (X)
Oil Ash (X,C)
Paint (or varnish) remover
or stripper (I)
Paint thinner (X,I)
Paint waste (or slops) (X,I)
Pickling liquor I
Pigments (X)
Sludge acid I
Soda ash I

Solvents (I)
Spent acid I
Plating waste (X,C)
Printing Ink (X)
Retrograde explosives I
Spent caustic I
Spent (or waste) cyanide
solutions (X,C)
Spent mixed acid I
Spent plating solution (X,C)
Spent sulfuric acid I
Stripping solution (X,I)
Sulfonation oil (I)
Tank bottom sediment (X)
Tanning sludges (X)
Toxic chemical toilet wastes
(X)
Unrinsed pesticide
containers (X)
Unwanted or waste
pesticides -- an unusable
portion of active
ingredient or undiluted
formulation
Waste epoxides (X,I)
Waste (or slop) oil (X)
Weed Killer (X)

APPENDIX D

LOADCHECKING PROGRAM TRAINING OUTLINE

LOADCHECKING PROGRAM TRAINING

Date of Training:

Conducted By:

- VI. INTRODUCTION
- VII. PROGRAM OVERVIEW AND PURPOSE
- VIII. Purpose
- IX. Regulatory Requirements: RCRA Subtitle D, Subchapter 15, Solid Waste Facility Permit, Waste Discharge Requirements, Use Permits.
- VII. Contractual Agreements
- VIII. Protection of Environment and Community
- IX. Public Awareness and Education, Public Relations
- X. Minimizing Worker Injury
- X. Definition of Loadchecking
- XI. LOADCHECKING FUNDAMENTALS
 - A. Notification, Surveillance, Inspection
 - B. Loadchecking Location
 - C. What to look for
 - 1. Examples
 - 2. Types of Wastes
 - 3. PCB's
 - 4. Asbestos
 - D. Sources of Hazardous Wastes
 - E. Storage, Hazbins, pH paper
- XII. LOADCHECKING AT THE LANDFILL
 - B. Review Safety Precautions/Safety Equipment
 - C. Practice of Loadchecking Techniques
 - D. Waste Handling Procedures
- VI. RECORDKEEPING
- VII. REVIEW, QUESTION/ANSWER

CERTIFICATION OF COMPLETION OF TRAINING

TRAINEE SIGNATURE: _____ DATE: _____

TRAINER SIGNATURE: _____ DATE: _____

LOADCHECKING PROGRAM SPOTTER/OPERATOR TRAINING

Date of Training:
Conducted By:

- I. KEY POINTS OF PROGRAM
 - A. Public Awareness and Education
 - B. Hazardous Waste Minimization
- II. HAZARDOUS WASTE RECOGNITION
 - A. Typical Hazardous Waste Types
 - B. PCB's
 - C. Asbestos
- III. LOADCHECKING PROCEDURES
 - A. Notification / Refusal
 - B. Abandoned Material Procedure
- IV. SAFETY PRECAUTIONS
- V. QUESTION / ANSWER

All spotters / operators receive on-site training by experienced loadcheckers.

CERTIFICATION OF COMPLETION OF TRAINING

TRAINEE SIGNATURE: _____ DATE: _____

TRAINER SIGNATURE: _____ DATE: _____

APPENDIX E

LOADCHECKING DOCUMENTATION

INSTRUCTIONS FOR COMPLETING THE DAILY WASTE LOAD SURVEILLANCE RECORD

TOP LINE (PAGE HEADER INFORMATION)

- DATE -Write in the date ("12/6/99")
- FACILITY -Write in the facility name. ("MVSL" = Mid-Valley Sanitary Landfill) ("HPTS" = Heaps Peak Transfer Station, etc.)
- LOADCHECKER -Write in the loadchecker's name ("D. Johnson")
- PAGE OF -Write in the page number at the end of the day. ("Page 1 of 2" when the front and back are used)

COLUMNS (LOAD SURVEILLANCE INFORMATION (LEFT to RIGHT))

- TIME -Write in the time when a waste load surveillance starts. ("14:32")
- STATION -Write in the location of the vehicle. Use the site designated unloading bay identification. At landfills, Station 1 should be the unloading area which is closest to the cell. Station 2 is the next closest and so on.
- COMPANY/
AGENCY NAME -Write in the vehicles company name or write PRVT. For private vehicles.
- LIC./BOX # -Write the vehicle plate of private vehicles or the box number on commercial vehicles.
- DRIVER NAME -Write in the driver's name or company number. Names of private haulers can be omitted if no prohibited waste is found.
- VEHICLE TYPE -Write in the general vehicle type which is hauling the refuse. Use the abbreviations listed at the bottom of the sheet.
- C=Car (Passenger vehicle or small loads)
 - PU=Pick-up (A pick-up truck, van, or medium loads)
 - T=Trailer (Trailer of waste. In the case a Pick-up pulling a Trailer, which are both full of waste, write "PU/T")
 - FB=Flatbed (Flat bed trucks)
 - CC=Commercial Compactor (front end and rear compactors)
 - ST=Semi-Trailer (large trailers)
 - ED=End Dump (roll off boxes and end dumps. Write the approximate volume of the load in cubic yards (cy))

SURVEILLANCE FORM INSTRUCTIONS (CONT.)

WASTE SOURCE -Write in the waste source of the material. Use the abbreviations listed at the bottom of the sheet.

"1.)" = Private loads from household private sources.

"2.)" = Commercial loads hauled in commercial vehicles regardless of origin. (a compactor truck of residential refuse is still commercial)

"3.)" = Governmental loads from city, county, state, or federally marked vehicles.

"4.)" = Other

REVIEW OF LOAD -Write in the results of the waste load surveillance. Use the abbreviations listed at the bottom of the sheet.

"1.)" = Use when no prohibited waste was observed throughout unloading and placement of the waste into the fill/trailer.

"2.)" = Use when prohibited waste was found and prevented from being placed in the fill/trailer by removal.

"3.)" = Use when prohibited was found but the material would be too dangerous to remove from the waste pile.

"4.)" = Use when prohibited waste was found on or offsite.

ACTION TAKEN -Write the results of the action taken. Do not fill out this box if no prohibited waste was found as recorded in the "review of load" box. Use the abbreviations listed at the bottom of the sheet.

"1.)" = Use when the entire load is refused from being disposed due to the entire load being determined as unacceptable for disposal.

"2.)" = Use when only a portion of the load is returned to customer.

"3.)" = Use when the waste has been isolated with cones and/or barricade tape.

"4.)" = Use when prohibited waste is placed in the hazbin for storage.

NOTES -Write in any appropriate notes in regards to found prohibited waste.

"1.)" = Use when is unclear who dumped a found prohibited waste.

"2.)" = Use when a customer was educated verbally and/or with literature as to the proper disposal methods of a found prohibited waste.

SURVEILLANCE FORM INSTRUCTIONS (CONT.)

- "3.)" = Use when a surveillance incident was reported to the site supervisor. When using note #3, decide if a "suspect vehicle waste inspection" should be completed. By completing a waste inspection in addition to the surveillance, a more complete record can be made of the incident.
- "4.)" = Use when prohibited material was found dumped in an area in front, around, or on the haul road to the disposal area.
- "5.)" = Use when a severe incident occurs which requires immediate action, where the site supervisor is notified, and a decision is made to contact the County of San Bernardino Fire Department, Hazardous Materials Division.

DAILY WASTE LOAD SURVEILLANCE RECORD

Date		Facility						Load Checker		Page of	
Time	Station	Company/Agency Name	Lic./Box #	Driver Name	Vehicle Type	Waste Source	Review of Load	Type of Prohibited Waste Found	Action Taken	Notes	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											

Vehicle Type
 C = Car
 PU = Pick-up
 T = Trailer
 FB = Flatbed
 CC = Commercial Compactor
 ST = Semi-Trailer
 ED = End Dump (plus box size 20, 40, 60cy etc.)

Waste Source
 1.) Private
 2.) Commercial
 3.) Government
 4.) Other

Review of Load
 1.) No Prohibited Waste Found
 2.) Prohibited Waste Found & Separated
 3.) Unable to Separate Found Prohibited Waste
 4.) Prohibited Waste Abandoned
 5.)

Action Taken
 1.) Entire Load Refused
 2.) Partial Load Refused
 3.) Waste Isolated for Follow-up
 4.) Waste Logged into Haz. Bin
 5.)

Notes
 1.) Generator Unknown
 2.) Generator Educated on Proper Disposal Methods
 3.) Incident Reported to Supervisor
 4.) Waste Found Offsite
 5.) County Fire/Hazmat Called

INSTRUCTIONS FOR COMPLETING THE WASTE LOAD INSPECTION RECORD

- FACILITY - Write in the facility name. ("MVSL" = Mid-Valley Sanitary Landfill)
("HPTS" = Heaps Peak Transfer Station, etc.)
- DATE - Write in the date ("12/6/99")
- TIME - Write in the time when a waste load surveillance starts. ("14:32")
- LOADCHECKER - Write in the loadchecker's name ("D. Johnson")
- RANDOM VEHICLE - Check this box if the waste load inspection was completed as a result of setting a pre-determined random time to conduct a waste load inspection.
- SUSPECT VEHICLE - Check this box if the waste load inspection was completed as a result of observing a vehicle entering or unloading material onsite.
- FOLLOW-UP REQUESTED - Check this box when further information is requested by the site supervisor regarding the results of a waste load inspection.
- ENTIRE LOAD ACCEPTED - Check this box when it is observed as the result of the waste inspection that the waste load contains only acceptable material for disposal.
- PARTIAL LOAD REFUSED - Check this box when it is observed as the result of the waste inspection that easily separable prohibited material was refused disposal, and the remaining acceptable material was accepted for disposal.
- ENTIRE LOAD REFUSED - Check this box when it is observed as the result of the waste inspection that the load either consists completely of prohibited material or the prohibited material contained in the load is not separable.
- DELIVERED BY - Write in the company name when inspecting a commercial load, the agencies name when inspecting a government load, or the driver's name when inspecting a private load. If a company or driver's name is not available, write "NA" for not available.
- CONTACT - Write the contact name, if different from the "DELIVERED BY" information. If the information is the same, draw a short dash in the box.
- TRUCK # - Write in the truck number if applicable, or draw a short dash in the box.
- BOX # - Write in the box number if applicable, or draw a short dash in the box.

INSPECTION FORM INSTRUCTIONS (CONT.)

LIC. #

-Write in the license number of the vehicle.

VEHICLE TYPE

-Write in an abbreviation for the type of vehicle which brought the load to the site. Use the below listed abbreviations.

C = Car

CC = Commercial Compactor

PU = Pick-up Truck

ST = Semi-Trailer

T = Trailer

ED = End Dump (plus box size 20,40,60 cy etc)

FB = Flat Bed

WFT = Walking Floor Trailer

**PROHIBITED
WASTE FOUND**

-Write in the product name and size of each prohibited material found. If the entire load is observed to be acceptable, circle the "none" and draw one line through the rest of the page.

**RECORD OF
FOLLOW-UP
CONTACTS**

-When the "FOLLOW-UP REQUESTED" box is checked, use the provided boxes as appropriate to document the details of waste load inspection incident. Write on the back of the form if necessary.

WASTE LOAD INSPECTION RECORD

FACILITY:		DATE:		TIME:	
LOADCHECKER:					
RANDOM VEHICLE		ENTIRE LOAD ACCEPTED			
SUSPECT VEHICLE		PARTIAL LOAD REFUSED			
FOLLOW-UP REQUESTED		ENTIRE LOAD REFUSED			
DELIVERED BY:			CONTACT:		
TRUCK #:	BOX #:	LIC. #:	VEH. TYPE:		
PROHIBITED WASTE FOUND (List Items & Quantity or Circle "none")			NOTES		

RECORD OF FOLLOW-UP CONTACTS		
Customer's Phn. #		Customer's Address
DATE:	TIME:	CONTACT:
CONVERSATION:		
DATE:	TIME:	CONTACT:
CONVERSATION:		
RESULTS:		

)

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)

INSTRUCTIONS FOR COMPLETING THE DAILY SUMMARY OF INSPECTION ACTIVITIES

- FACILITY** -Write in the facility name. ("MVSL" = Mid-Valley Sanitary Landfill)
("HPTS" = Heaps Peak Transfer Station, etc.)
- LOADCHECKER** -Write in the loadchecker's name ("D. Johnson")
- DATE** -Write in the date ("12/6/99")
- # OF LOADS SURVEYED** -Write the total number of waste loads surveyed during the day.
- # OF LOADS INSPECTED** -Write the total number of waste loads inspected during the day.
- INCIDENTS OF WASTE REFUSAL** -Write the number of customers who were refused disposal of unacceptable material.
- INCIDENTS OF WASTE ABANDONED** - Write the number of times loads of unacceptable material was discovered to have been left at the tipping area or in other areas on-site.
- REFUSED WASTE ITEMS** -This section lists each item refused in all of the day's waste refusal incidents.
- TYPE** -Write the product name or product description.
SIZE -Write the container size.
AMOUNT -Circle how full the refused container is with the prohibited material.
TOTAL # -Write the total number of containers of the same TYPE, SIZE, and AMOUNT.
- ABANDONED WASTE ITEMS** -This section lists each item found abandoned during the day.
- TYPE** -Write the product name or product description.
SIZE -Write the container size
AMOUNT -Circle how full the abandoned container is with the prohibited material.
HAZ.BAY -Write which bay the material was logged into for safe storage.
TOTAL # -Write the total number of containers of the same TYPE, SIZE, and AMOUNT.
- TIME IN** -Write the time site loadchecking began that day.
- TIME OUT** -Write the time site loadchecking ended that day.
- TOTAL TIME** -Write the total time spent loadchecking on-site that day.
- SIGNATURE** -Review the accuracy of the information recorded for the day, then sign.

DAILY SUMMARY OF INSPECTION ACTIVITIES

FACILITY: _____

LOAD CHECKER(s) (NAME): _____ DATE: _____

OF LOADS SURVEYED: _____ # OF LOADS INSPECTED: _____

INCIDENTS OF WASTE REFUSAL: _____

INCIDENTS OF WASTE ABANDONED: _____

REFUSED WASTE ITEMS				
TYPE	SIZE	AMOUNT	TOTAL #	
1.		Full 3/4 1/2 1/4		
2.		Full 3/4 1/2 1/4		
3.		Full 3/4 1/2 1/4		
4.		Full 3/4 1/2 1/4		
5.		Full 3/4 1/2 1/4		
6.		Full 3/4 1/2 1/4		
7.		Full 3/4 1/2 1/4		
8.		Full 3/4 1/2 1/4		
9.		Full 3/4 1/2 1/4		
10.		Full 3/4 1/2 1/4		

ABANDONED WASTE ITEMS						
TYPE		SIZE	AMOUNT		HAZ. BAY	TOTAL #
1.			Full	3/4 1/2 1/4		
2.			Full	3/4 1/2 1/4		
3.			Full	3/4 1/2 1/4		
4.			Full	3/4 1/2 1/4		
5.			Full	3/4 1/2 1/4		

TIME IN: _____ TIME OUT: _____ TOTAL TIME: _____

SIGNATURE: _____

INSTRUCTIONS FOR COMPLETING THE WEEKLY SUMMARY OF INSPECTION ACTIVITIES

FACILITY	-Write in the facility name. ("MVSL" = Mid-Valley Sanitary Landfill) ("HPTS" = Heaps Peak Transfer Station, etc.)
LOADCHECKER	-Write in the names of all the loadcheckers which worked that week ("D. Johnson")
DATE	-Write each date which loadchecking was conducted onsite during the week.
# OF LOADS SURVEYED & INSPECTED	-Write the total number of waste loads surveyed each day of the week. Then after the "+", write the total number of loads inspected during each day loadchecking was conducted that week.
INCIDENTS OF WASTE REFUSAL	-Write the total number of customers who were refused disposal of unacceptable material each day loadchecking was conducted that wee
INCIDENTS OF ABANDONED	-Write the number of times loads of unacceptable material were discovered to have been left at the tipping area or in other areas at the site for each day loadchecking was conducted that week.
SURVEILLANCE	-Write the total number of hours spent loadchecking at the site for each day loadchecking was conducted that week.
TOTALS	-Total up the above columns and write the sum in their corresponding boxes.
PROHIBITED WASTE TYPES	-Select the best prohibited waste type description and for each refused and abandoned item during the week.
NUMBER OF ITEMS REFUSED	-Write the total number of items refused for each prohibited waste type during that week.
NUMBER OF ITEMS ABANDONED	-Write the total number of items abandoned for each prohibited waste type during that week.
TOTAL ITEM COUNT	-Total up the above columns and write the sum in their corresponding boxes.
PREPARED BY	-Check the accuracy of the above stated report, then write your name.
DATE	-Write the date in which the weekly summary report was completed.

WEEKLY SUMMARY OF INSPECTION ACTIVITIES

Facility		Load Checker(s)	Loads Surveyed + Inspected	Incidents of Waste Refusal	Incidents of Abandoned Waste	Surveillance Time
DATE						
			+			
			+			
			+			
			+			
			+			
			+			
			+			
			+			
Totals:			+			

Prohibited Waste Types	Number of Items Refused	Number of Items Abandoned
Adhesives/Putties/Fillers		
Ammunition (Small Arms)		
Asbestos Containing Wastes		
Automotive Products		
Used Oil		
Batteries		
Tires Unpaid/Rims/Oversize		
Chemicals/Liquid (Unlabeled)		
Cosmetics/Medicines		
Gas Cylinders (Valve on/Compressed)		
Household Cleaners/Drain Openers		
Household Waxes/Polishes		
Medical Waste (untreated)		
Non Hazardous Liquid Waste		
Paints/Varnishes/Lacquers		
PCBs		
Pesticides/Herbicides/Fertilizers		
Pool Chemicals		
Roofing Coating/Tar/Cement		
Solvents/Thinners/Paint Removers		
Unidentified Powdery Waste		
Other Chemicals/Liquid		
Other		
Total Item Count		

Prepared By: _____

Date: _____

INSTRUCTIONS FOR COMPLETING THE MONTHLY SUMMARY OF INSPECTION ACTIVITIES

- | | |
|---------------------------------------|--|
| FACILITY | -Write in the facility name. ("MVSL" = Mid-Valley Sanitary Landfill)
("HPTS" = Heaps Peak Transfer Station, etc.) |
| MONTH OF: | -Write the month and year ("Dec. 99") |
| LOADCHECKER(S) | -Write in the names of all the loadcheckers which worked that month
("D. Johnson") |
| # OF LOADS
SURVEYED &
INSPECTED | -Write the total number of waste loads surveyed that month. Then after
the "+", write the total number of loads inspected during the month. |
| INCIDENTS OF
WASTE REFUSAL | -Write the total number of customers who were refused disposal of
unacceptable material during the month. |
| INCIDENTS OF
ABANDONED | -Write the number of times loads of unacceptable material were
discovered to have been left at the tipping area or in other areas at the
site for the month. |
| SURVEILLANCE | -Write the total number of hours spent loadchecking at the site for the
month. |
| TOTALS | -Total up the above columns and write the sum in their corresponding
boxes. |
| PROHIBITED
WASTE TYPES | -Select the best prohibited waste type description and for each refused
and abandoned item during the month. |
| NUMBER OF
ITEMS REFUSED | -Write the total number of items refused for each prohibited
waste type during the month. |
| NUMBER OF ITEMS
ABANDONED | -Write the total number of items abandoned for each
prohibited waste type during the month. |
| TOTAL ITEM
COUNT | -Total up the above columns and write the sum in their corresponding
boxes. |
| PREPARED BY | -Check the accuracy of the above stated report and sign your name. |
| DATE | -Write the date in which the monthly summary report was completed. |
| REVIEWED BY | -After the loadchecking documentation is turned into the office, the
loadcheck program supervisor needs to complete an additional review
for completeness. Once the package is deemed complete and correct,
the reviewer signs on the line. |
| DATE | -Write the date in which the monthly summary report review was
completed. |

MONTHLY SUMMARY OF INSPECTION ACTIVITIES

Facility:

Month of:

Load Checker(s)

Loads Surveyed +
Loads Inspected

Incidents of
Waste Refusal

Incidents of
Abandoned
Waste

Surveillance
Time

+

Prohibited Waste Types:

Number of Items Refused

Number of Items Abandoned

Adhesives/Putties/Fillers

Ammunition (Small Arms)

Asbestos Containing Wastes

Automotive Products

Used Oil

Batteries

Tires Unpaid/Rims/Oversize

Chemicals/Liquid (Unlabeled)

Cosmetics/Medicines

Cylinders (Valve on/Compressed)

Household Cleaners/Drain Openers

Household Waxes/Polishes

Medical Waste (untreated)

Non Hazardous Liquid Waste

Paints/Varnishes/Lacquers

PCBs

Pesticides/Herbicides/Fertilizers

Pool Chemicals

Roofing Coating/Tar/Cement

Solvents/Thinners/Paint Removers

Unidentified Powdery Waste

Other Chemicals/Liquid

Other

Total Item Count

Prepared By:

Date:

Reviewed By:

Date:

INSTRUCTIONS FOR COMPLETING THE HAZBIN INSPECTION LOG

- FACILITY** -Write in the facility name. ("MVSL"= Mid-Valley Sanitary Landfill)
("HPTS" = Heaps Peak Transfer Station, etc.)
- MONTH/YR** -Write the month and the year of the hazbin inspections (Dec. 99).
- Date of Inspection & LC initials** -Write the date, and initial when each hazbin inspection is completed.
- Outside General Appearance** -When conducting a hazbin inspection, walk around the bin and confirm the following:
- NO EXPOSED BARE METAL** -Look for surface areas on the bin that are showing rust. If noticeable areas on the bin surface are observed to be in need of cleaning and a coat of paint, such items will need to be completed before a "passed inspection Y" may be written.
 - NO LIQUID TOUCHING HAZBIN** -Look for ponded water or other spilt liquid around the Hazbin.
 - HAZBIN ON LEVEL SURFACE** -Look to make sure that placement of the hazbin is on a smooth level surface so that waste stored in the bin does not fall over, and the bin does not move when working in the bays.
 - ALL DOORS LOCKED** -All doors should have working locks and doors which close.
- OUTSIDE-SIGNS** -Inspect for the presence and readable condition of bin warning signs. Each three door hazbin should have the same number and type of signs as listed in this section. Two door hazbins may have fewer signs as appropriate.
- INSIDE GENERAL APPEARANCE** Look inside each bay to inspect the condition of the bay and how items are being stored.
- NO EXPOSED BARE METAL** -Look for chipped paint and rust spots in each bay, especially where waste is being stored.
 - NO IMPROPER STACKING** -Waste placed on the shelves and floor should be secure, and easily assessable. Only compatible wastes should be stored next to each other.
 - SHELVES INTACT** -Inspect the shelves for cracks and rust holes.
 - VENTS NOT CLOGGED** -Keep the area around the bin vents clear of debris. Stored waste should not be blocking hazbin vents.

HAZBIN INSPECTION INSTRUCTIONS (CONT.)

VENTILATION GOOD	-The location of the hazbin should not be so close to other bins or other buildings such that, natural ventilation is decreased.
DOORWAYS NOT BLOCKED	-Inspect the storage of material to ensure that a clear pathway is present to all areas of the bay.
FLOOR DRY	-The floor should be inspected to confirm that any spilt material has been removed.
INSIDE-SIGNS	-Inspect for the presence and readable condition of bin warning signs. Each three door hazbin should have the same number and type of signs as listed in this section. Two door hazbins may have fewer signs as appropriate.
SECONDARY CONTAINMENT	-Each bay should be capable of containing any spilt material. Inspect the containment that are located under the bay walking floor.
SECONDARY CONTAINMENT DRY	-The under-floor containment area should be kept dry. Use absorbent to remove spilt material, and keep doors closed during rain events.
NOT CLOGGED WITH DEBRIS	-The containment area should be clean. The containment floor (under the walking floor) may be lined with plastic bags and sprinkled with absorbent to allow for easy clean up of spills.
FALSE FLOOR INTACT	-Inspect the false floor for cracks.
DRAIN PLUGS SECURE	-Inspect all drain plugs to make sure that they are securely fitted hold liquid.
DRUM WASTES	-The amount of placement of waste should be evaluated in this section. In addition to the items listed below, also make sure that the inventory log matches the contents of the bay.
WASTES DATED	-All stored waste items should have a written hazbin placement date.
WASTES CONTAINED	-Wastes should be stored in undamaged containers. Use a secondary containment bucket to store material whose original container is damaged.
WASTES PROPERLY SEGREGATED	-Waste should be stored as to minimize the chance of reactions between each item logged into the hazbin.

HAZBIN INSPECTION INSTRUCTIONS (CONT.)

SITE SUPPLIES SEGREGATED	-Any site material stored in the hazbin needs to be stored away from the loadcheck wastes. As the bin fills with loadcheck waste, site supplies may need to be removed to allow room for the loadcheck material.
SHELF CAPACITY USED IN ACID BAY	-Estimate how much room has been used in storing wastes in the Acid Bay. Use either "0, ¼, ½, ¾, or FULL."
SHELF CAPACITY USED IN BASE BAY	-Estimate how much room has been used in storing wastes in the Base Bay. Use either "0, ¼, ½, ¾, or FULL."
SHELF CAPACITY USED IN F/P BAY	-Estimate how much room has been used in storing wastes in the Flammable/Poison Bay. Use either "0, ¼, ½, ¾, or FULL."
DATE OF LONG- EST HELD WASTE	-For the first hazbin inspection for the month, write the date of longest held waste in the hazbin.
EQUIPMENT	-Each site needs to maintain the below listed items to be used as a result of loadchecking events. The need to use such items often should be accompanied with an incident report or a brief description incident in the "Notes:" section below.
FIRE EXTINGUISHER CHARGED	-The fire extinguisher(s) should be charged, in working order, and still within its service date.
EYEWASH/ SHOWER CHARGED	-The eyewash system should be located near the hazbin and should be charged and in working order. The water needs to be changed at least every six months.
FIRST-AID KIT	-A first-aid kit should be available onsite, and should be sufficiently stocked with first-aid supplies.
4 BAGS OF ABSORBENT	-At least four bags of absorbent should be stored in the hazbin for use during hazbin and loadcheck material spills.
SHOVEL	-A shovel needs to be onsite for use.
BROOM	-A broom needs to be onsite for use.
GLOVES	-Abrasion resistant and chemical resistant gloves need to be onsite for use.

HAZBIN INSPECTION INSTRUCTIONS (CONT.)

- SPLASH APRON** -A chemical resistant splash apron for use when moving loadcheck material should be stored in the hazbin.
- CAUTION TAPE** -A roll of caution tape should be stored in the hazbin.
- AIR HORN** -A charged air horn should be stored in the hazbin, and within reach when working with loadcheck wastes in the hazbin alone.
- DRUM MARKERS/PENS** -A sufficient number and type of markers and pens should be in the hazbin so that all containers can be dated when placed in a bay for storage.
- 5 SECONDARY CONTAINERS** -Two plastic container boxes and three 5-gallon paint buckets should be stored in the hazbin for use as containers for leaking loadcheck containers.
- 3 TYVEK SUITES** -Three pair of chemical resistant Tyvek suits should be stored in the hazbin for use to prevent chemical spills on clothing or as a change of clothes in case a chemical has spilt on clothing.
- BIN EQUIPMENT NEATLY STORED** -All the above listed equipment should be neatly stored so that the equipment is accessible and is protected.
- TOOLS** -The below listed tools should be neatly stored in the hazbin for use when ensuring that loadcheck material is contained properly.
- NOTES:** -Please write any appropriate notes in this section to describe what is needed to repair any noted deficiencies observed with the hazbin.

HAZBIN INSPECTION LOG

FACILITY:

MONTH/YR:

Date of Inspection & LC initials	Wk.1	Wk.2	Wk.3	Wk.4	Wk.5
OUTSIDE-GENERAL APPEARANCE	Passed Inspection (Y/N)				
No exposed bare metal					
No liquid touching Hazbin					
Hazbin on level surface					
All doors locked					

OUTSIDE - SIGNS	Passed Inspection (Y/N)				
Flammable					
Poison					
Corrosive (base bay)					
Oxidizer (base bay)					
Base					
Corrosive (acid bay)					
Oxidizer (acid bay)					
Acid					
Hazardous Waste					
Proposition 65					
No Smoking					

INSIDE - GENERAL APPEARANCE	Passed Inspection (Y/N)				
No exposed bare metal					
No improper stacking					
Shelves intact					
Vents not clogged					
Ventilation good					
Doorways not blocked					
Floor dry					

INSIDE - SIGNS	Passed Inspection (Y/N)				
Flammable					
Poison					
Corrosive (base bay)					
Oxidizer (base bay)					
Base					
Corrosive (acid bay)					
Oxidizer (acid bay)					
Acid					

SECONDARY CONTAINMENT	Passed Inspection (Y/N)				
Secondary containment dry					
Not clogged with debris					
False floor intact					
Drain Plugs Secure					

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**INSTRUCTIONS FOR COMPLETING THE WAIVER FOR RELEASE OF
HAZARDOUS AND RECYCLING MATERIALS**

Use of properly labeled and contained loadcheck material is an important part of loadcheck efficiency and good chemical management. Please look for opportunities to give site customers and personnel a chance to take loadcheck material home for use. In order to be eligible for reuse, the material needs to still be contained in its original container, properly labeled for use, and still in usable condition. In addition, the material has to be currently legal to purchase for use in the County of San Bernardino. Therefore, items such as DDT, Chlordane, Asbestos, and CFCs can not be offered for release.

A waiver needs to be filled out for each time a person accepts material for use. A description of each item should be written on the waiver, including the amount of material taken. The recipient then needs to sign the waiver. Waivers should be kept with the bin logs until all material in the hazbin is completely emptied of its loadcheck waste contents.

Make sure that all released material is also signed out on the hazbin inventory log.

WAIVER FOR RELEASE OF HAZARDOUS AND RECYCLED MATERIALS

The County of San Bernardino Solid Waste Management Division (SWMD) has found these useable materials in the course of its loadchecking activities. These materials are available for recycling or reuse.

SWMD has not thoroughly characterized the hazardous materials (HM's) and make no warranties concerning (1) the physical or chemical characteristics of the HM's, (2) the manner in which such HM's may be transported, stored, treated, discharged, disposed of, used, handled, or otherwise managed, or (3) any actual or potential effects to human health and safety to the environment from any activities stated in (2) above.

The undersigned takes the HM's on the condition that the undersigned agrees to transport, store, treat, process, emit, discharge, use, handle, or otherwise manage the HM's in compliance with all applicable local, state and federal laws.

The undersigned agrees to indemnify and hold harmless the County of San Bernardino Solid Waste Management Division (SWMD) from any and all liability, damages, costs, claims, demands, and expenses of whatever type of nature, which shall be caused by, arise out of, or in any manner be connected with the prohibited materials.

The undersigned has read and understands the foregoing, and agrees to comply with all of the conditions, covenants and provisions herein.

DESCRIPTION OF ITEMS RECEIVED

QUANTITY

Signature

Date

Printed Name

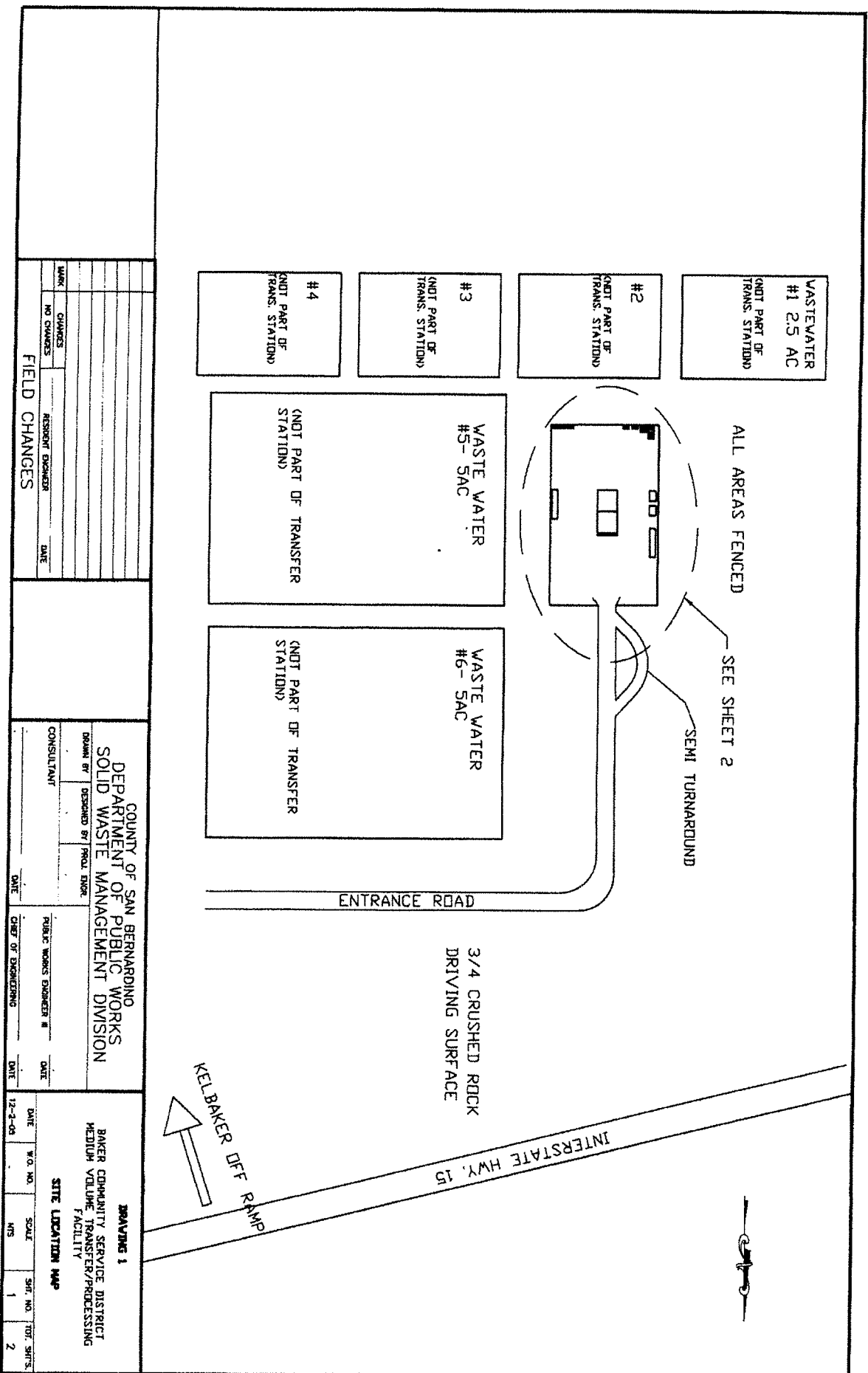
Phone

Address

E-22

DRAWING 1

SITE LOCATION MAP



DRAWING 2

SITE PLAN

