

SPECIAL USE PERMIT



**Santa Monica Mountains
National Recreation Area**
401 W. Hillcrest Dr.
Thousand Oaks, CA 91360
805-370-2308
samo_permits@nps.gov



Permittee information
Permittee name:
County Sanitation District No. 2 of Los Angeles County
Company/Organization:
Street address:
1955 Workman Mill Road
City:
Whittier
State:
California
Country:
United States
Zip code:
90607
Mobile phone number:
562-908-4288, ext. 2700
Fax number:
Email address:
info@lacsod.org

Park alpha code: SAMO

Permit # _____

Type of use:

- Special event
- Filming or still photography
- Demonstration, sale or distribution of printed matter, etc.
- Agricultural or grazing
- Other: Solid Waste Disposal Site (Landfill)

NEPA compliance:

- Categorically excluded
- EA/FONSI
- EIS
- PEPC # _____
- Other _____

Authorizing legislation or other authority:

- 54 U.S.C. § 100101
- 54 U.S.C. § 100751(a)
- 54 U.S.C. § 103104
- 54 U.S.C. § 100905
- Other authority: 36 C.F.R. Part 6
- Park-specific legislation: 16 U.S.C. §§ 460kk et seq.

The Permittee is authorized to use the following described lands or facilities in Santa Monica Mountains National Recreation Area (Park): the Calabasas Landfill ("Landfill") in the area depicted on the map attached as Exhibit A (Permitted Area). The Permittee may use those lands or facilities only for the following purpose: operate and maintain the Landfill. This permit begins at 12:01 am on November 14, 2023 and expires at 12:00 am on November 14, 2028.

Application fee	Received _____	Not Required <u>X</u>	Amount \$ _____
Performance bond	Received _____	Not Required <u>X</u>	Amount \$ _____
Liability insurance	Received <u>X</u>	Not Required _____	Amount \$ _____
Cost recovery	Received _____	Not Required <u>X</u>	Amount \$ _____
Location fee	Received _____	Required _____	Amount \$ _____
Other authorized fee	Received _____	Required _____	Amount \$ _____

Issuance of the permit is subject to the below-listed general and park-specific terms and conditions. The undersigned hereby accepts this permit subject to those terms and conditions and agrees to be bound by them.

Permittee signature

Chief Engineer & General Manager
Title: _____ Date: _____

Authorizing NPS official

Regional Director
Title: _____ Date: _____

Terms and Conditions

The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the permit's terms and conditions, and in accordance with all applicable federal, state or local law, including the regulations in 36 CFR Chapter 6, and all applicable workplace safety and public health orders, rules, and requirements.

1. **TERM:** Unless earlier terminated or revoked, this Permit shall be effective for a period of five years, commencing on November 14, 2023 and expiring on November 14, 2028.
2. **DEFINITIONS:** The definitions contained in 36 C.F.R. Section 6.3 are incorporated herein by reference. In addition, the following terms shall have the following meanings:
 - a. **"Agents"** means officers, directors, employees, contractors, subcontractors, consultants, agents, licensee, invitees, servants and other representatives. Each Party's Agents are understood to be in relationship only with their own Party: no employee or agency relationship between the Parties is created or implied by this Permit.
 - b. **"Applicable Law(s)"** means all applicable statutes, regulations, licenses, permits, orders, decrees, and other official, written requirements of similar force and effect, of any governmental authority having lawful jurisdiction, relating to or affecting the Park, the environment, public or worker health or safety, or the Landfill, including, but not limited to:
 - (i) those relating to the reporting of, permitting of, investigation of, restoration of, abatement of, or response to, any release, discharge, or disposal (or threatened release, discharge or disposal) of Hazardous Materials into the environment (including the air, surface water, ground water, soil or land); or relating to the manufacture, processing, distribution, use, generation, treatment, storage, transport or handling of Hazardous Materials;
 - (ii) those pertaining to the protection of the health or safety of employees or the public; and
 - (iii) those pertaining to the protection or restoration of Park Resources.
 - c. **"Environmental Damages"** means all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, expenses and the like, of any nature whatsoever and by whomever made, incurred at any time during or after the term of this Permit which relate to the release, discharge, or disposal (or threatened release, discharge or disposal) of any Hazardous Materials or Solid Waste into the environment (including the air, surface water, ground water, soil or land) about, on, in or under any area of the Park, and which arises directly or indirectly from or in connection with any activity by Permittee or its Agents that is authorized under this Permit, the breach of any Provision of this Permit, or any Landfill-related activity of, or omission by, Permittee or its Agents. Without limiting the foregoing, Environmental Damages include:
 - (i) damages for death or personal injury, or for injury or damage to the Park, foreseeable or unforeseeable;
 - (ii) consultant fees, legal fees, expert fees, and costs incurred by the United States in responding to any release, discharge or disposal, or threatened release, discharge or disposal, (including enforcement activities related thereto); and
 - (iii) any costs incurred by the NPS in addressing or responding to the violation of any Applicable Law, or in taking action to restore the affected property.

- d. **"Environmental Protection Systems"** means any operational system, with associated facilities and equipment, implemented to protect human health or the environment; or used to control, manage or monitor any release, discharge, or disposal (or threatened release, discharge or disposal) of Hazardous Materials from the Landfill.
- e. **"Hazardous Material(s)"** means any substance, whether solid, liquid, or gaseous in nature:
 - (i) the presence of which is governed by any Applicable Law as being hazardous or harmful to human health, public welfare or the environment; or
 - (ii) that is defined as a "Hazardous Waste," "extremely hazardous waste," "restricted waste," "hazardous substance," "pollutant," "contaminant," "toxic contaminant," or "waste" under any Applicable Law, including the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), or the Clean Water Act (33 U.S.C. Section 1251 et seq.); or
 - (iii) that is toxic, explosive, corrosive, flammable, infectious, ignitable, radioactive, carcinogenic, mutagenic, or otherwise hazardous or harmful and is regulated by any authority, agency, department, commission, board, bureau or instrumentality of the United States, any individual state, or any political subdivision thereof; or
 - (iv) the presence of which causes or threatens to cause a nuisance, or poses or threatens to pose a hazard to the environment, public welfare or the health or safety of persons; or
 - (v) that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
 - (vi) that contains polychlorinated biphenyls (PCBs) or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or
 - (vii) that contains or consists of radon gas.
- f. **"Landfill"** means the Calabasas Landfill, located at 5300 Lost Hills Road in an unincorporated area of Los Angeles County, California, as depicted on Exhibit A attached hereto. This term shall also include access routes within the Park used by the Permittee for ingress to or egress from the Landfill. The Landfill is owned by the County of Los Angeles and it is operated and maintained by Permittee on behalf of the County of Los Angeles pursuant to a Joint Powers Agreement between the parties.
- g. **"Legal Discretion"** refers to the standard under which federal agency action is reviewed under the Administrative Procedure Act, 5 U.S.C. Section 500 et seq.
- h. **"NPS"** means the National Park Service and employees thereof.
- i. **"Park"** means all Park Resources and all lands and waters within the Santa Monica Mountains National Recreation Area that, at any time during the term of this Permit, are administered or managed by the NPS or owned by the United States. As appropriate given the particular context, this term also includes the visiting public and/or employees of the NPS, including those of Santa Monica Mountains National Recreation Area.

- j. **"Park Resources"** means all living and non-living resources, facilities and structures within the Park, and/or over which the NPS has jurisdiction or trust responsibilities, including, but not limited to, Natural Resources; cultural, historic, archaeological, and paleontological resources; scenic vistas, wilderness values, and ecosystem functions.
 - k. **"Permittee"** means the County Sanitation District No. 2 of Los Angeles County.
 - l. **"Radioactive Materials"** means any regulated radioactive substances that, pursuant to any Applicable Law, may not be stored at, or disposed of, in a Class III municipal solid waste landfill.
 - m. **"Submit(ted) for NPS Review and Approval"** means that the Permittee, at its sole cost and expense, shall prepare and submit the referenced document(s) to NPS so that NPS may review the document(s) to determine consistency with 36 C.F.R. Part 6 and other Applicable Laws. The Permittee shall clearly mark such documents as "Submitted for NPS Review and Approval." The NPS will, in its Legal Discretion, determine whether to approve the referenced document(s) or to request modifications. Upon NPS's express written approval of a document or documents, Permittee shall be bound by the obligations, specifications, and limitations contained therein. The NPS will exert its best efforts to review documents within 30 business days of receipt. If no response is received from the NPS within such time period, or the NPS has not notified Permittee that an additional review period is needed, the document shall be deemed approved.
 - n. **"Temporary Household Hazardous Waste Roundup Event"** means a program held at the Landfill, typically of one-day duration, at which household hazardous wastes are accepted for proper handling and transport off-site for appropriate recycling, treatment or disposal in accordance with Applicable Laws.
 - o. **"United States"** means the United States government, including its departments, agencies and instrumentalities.
 - p. **"Waste Screening Program(s)"** refers to the Permittee's inspection of waste shipments to the Landfill to identify, segregate and properly manage unacceptable wastes and then transfer such wastes to appropriate management facilities outside the Park, or in the case of tires, the Permittee-sponsored program of identifying, segregating and shredding tires and then disposing of chipped rubber waste at the Landfill in accordance with applicable state regulations.
3. **PURPOSE OF THIS PERMIT:** The privileges authorized by this Permit are for the sole purpose of ensuring that the Permittee operates and maintains the Landfill in accordance with the Provisions of this Permit. Except as expressly stated herein, unauthorized use of the Park may subject the Permittee to legal action.
4. **NO GRANT OF LEGAL INTEREST OR EXCLUSIVE USE:** Not used.
5. **RESERVATION OF RIGHTS**
- a. Permittee acknowledges that the privileges authorized herein shall be subject to the express condition that the exercise thereof shall not materially interfere with the management or administration of the Park.
 - b. The NPS, by and on behalf of itself and its Agents, expressly reserves the right to enter the Landfill at any time for the purposes of monitoring or inspecting the activities authorized by this Permit, to assess whether Permittee is in compliance with the Provisions of this Permit, to take actions necessary to protect the Park, or for any other purpose.

- c. The Permittee acknowledges that the activities to be undertaken by the Permittee during the term of this Permit may have the potential to adversely affect the Park, and that therefore, NPS has the right to halt or delay some or all of the activities authorized under this Permit in order to prevent or evaluate adverse effects to the Park. The NPS recognizes that Permittee operates the Landfill as an "essential public service" under state law. Therefore, NPS will use its best efforts to halt or delay activities under this Permit only after attempting to resolve the concern in consultation with the Permittee. To the greatest extent feasible, NPS will provide Permittee with reasonable advance notice of an anticipated stoppage or delay and NPS will only halt or delay those activities reasonably necessary to prevent or evaluate adverse effects to the Park. If, during a work stoppage or delay, NPS determines that there are or will be adverse effects to the Park, NPS reserves the right, in its Legal Discretion, to extend the work delay or stoppage and to require the Permittee to revise its activities, and/or undertake mitigation or response measures to avoid or remedy the adverse effects. The Permittee agrees that it shall have no claim against NPS on account of any delays or stoppages caused as a result of NPS's exercise of its Legal Discretion under this provision, and that Permittee shall bear the full cost of any mitigation or restoration measures or revisions to its activities. Any work stoppage or delay must be approved by the Park Superintendent or other NPS management-level official.

6. COMPLIANCE WITH APPLICABLE LAWS, ETC.:

- a. Permittee agrees to comply with and be bound by all Applicable Laws and all permits issued pursuant to such laws.
- b. Permittee agrees that the exercise of the privileges authorized by this Permit are subject to the supervision of the NPS. Any conflict between a Provision of this Permit and a requirement of State or local law will be resolved in favor of the stricter of the two requirements.
- c. All requirements, obligations, and commitments on the part of Permittee contained herein shall be implemented and pursued diligently to completion. Permittee agrees to employ competent management and labor personnel to carry out the activities authorized pursuant to this Permit, and to conduct all activities in a professional and careful manner.
- d. Permittee shall ensure that its Agents are at all times in compliance with the Provisions of this Permit.

7. COMPLIANCE WITH APPROVED DOCUMENTS: This Permit fully incorporates by reference, and the Permittee hereby agrees to fully comply with and pursue diligently to completion, all final approved requirements, standards, criteria, limitations, conditions, mitigation measures, restoration measures and the like contained in the documents, licenses, orders and permits ("Orders") listed below. Failure by the Permittee to comply with the foregoing may result in revocation of this Permit.

- a. The Proposed Action in the Calabasas Landfill Special Use Permit Environmental Assessment, as approved in the Finding of No Significant Impact, dated September 28, 1998, and the Environmental Review Findings. To the extent that the Environmental Review Findings recommends minor modifications to the provisions of this permit or to the exhibits to this permit, the Environmental Review Findings shall supersede the relevant terms of the EA/FONSI.

- b. California Department of Resources Recycling and Recovery (CalRecycle), Solid Waste Facility Permit (SWFP) No. 19-AA-0056, renewed in August 2019; except that the Permittee may not accept any of the following items for disposal: incinerator ash, sludge from a waste treatment plant, septic system waste, domestic sewage or any other waste stream prohibited under 36 C.F.R. § 6.5(c).
- c. Los Angeles Regional Water Quality Control Board Waste Discharge Requirements Order No. R4-2006-0007 (Treated Wood Waste Discharge), Order No. R4-2008-0013 (Wildland Fire Debris Discharge), Order No. R4-2009-088 (Corrective Action Program and Monitoring and Reporting Program No. CI-4992), Order No. R4-2011-0052 (Non-designated/non-hazardous contaminated soils and related wastes), and Order No. R4-2017-0096 (Conditional Waiver for Emergency Waste Handling and Disposal); except that Permittee may not accept any of the following items for disposal: incinerator ash, sludge from a waste treatment plant, septic system waste, domestic sewage, or any other waste stream prohibited under 36 C.F.R. § 6.5(c).
- d. South Coast Air Quality Management District (SCAQMD) Clean Air Act Title V Permit to Operate Facility ID No. 042514, issued May 24, 2019, as a Minor Revision to the facility's Title V Permit to include modifications to the condensate/leachate system. The Facility permit includes the permit-to-operate for the energy recovery facility and permit to operate facilities, storage tanks, combustion equipment, and environmental control systems.
- e. The Storm Water Pollution Prevention Plan (revised July 2023), prepared by the Permittee, which is based on State Water Resources Control Board Industrial Activities Order No. 2014-0057-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000001, and Solid Waste Facility Permit (SWFP) No. 19-AA-0056
- f. Permittee's Spill Prevention Control and Countermeasure Plan (SPCC) updated in October 2021.
- g. Los Angeles County Sanitation Districts Joint Powers Authority.
- h. Los Angeles County Land Use Permits.

If Permittee seeks to modify any of the Orders listed above, each modification request shall be submitted to NPS for review and approval so that NPS can determine whether the modified Order will comply with 36 C.F.R. Part 6. Renewals or modifications of Orders listed above, without any material changes, need not be submitted for NPS review and approval. (Material changes are substantial changes, and include changes such as new emissions or discharge limits, new monitoring procedures, new disposal practices, or new reporting requirements.) Permittee shall forward to NPS copies of all Order renewals and modifications, and all new Orders, within 30 days of issuance by the appropriate regulatory authority.

- 8. **GENERAL DUTY TO TAKE REASONABLE PRECAUTIONS:** The Permittee shall exercise reasonable precautions for the safety, health and welfare of all persons on or near the Landfill and for the protection of the Park. Permittee shall not intentionally engage in any activity that causes or results in a nuisance (i.e. litter, noise, odor, and vectors) or trespass (i.e. unauthorized development on NPS parkland) as those terms are defined in the 1998 Environmental Assessment.
- 9. **SPILL REPORTING:** Any releases of Hazardous Materials that the Permittee is required to report to any regulatory entity shall be simultaneously reported to the NPS by telephone and follow up with email at samo_permits@nps.gov. In addition to the notice itself, Permittee shall provide NPS with copies of other documentation regarding any such release if so requested.

- 10. RESOURCE PROTECTION:** Permittee expressly acknowledges that it shall be liable for injury to, loss of, or destruction of natural resources as defined in 42 U.S.C. § 9607(f) of CERCLA and Park System Resources as defined in 16 U.S.C. § 1911 to the extent that such injury, loss or destruction arises out of or is incident to any activity authorized under this Permit, the breach of any Provision of this Permit, or any Landfill-related activity of, or omission by, Permittee or its Agents. Nothing in this Permit shall preclude the NPS from pursuing any legal or equitable remedies that are available to address injury to, loss of, or destruction of natural resources as defined in CERCLA and/or Park System Resources and to recover costs incurred in response to such injury, loss, or destruction.
- 11. PROTECTION AGAINST FIRES:** Permittee agrees to take all measures reasonably within its power, both independently and on request by NPS, to prevent fires on lands managed by the Permittee within the Park.
- 12. HAZARDOUS MATERIALS, REMEDIATION, ETC.:**
- a. Except as provided in this Section 12 and in subsections (c) and (d) below, in accordance with 36 C.F.R. § 6.5(c)(3), neither Permittee nor its Agents shall store, dispose of, discharge, or release any Hazardous Waste; municipal solid waste incinerator ash; lead-acid batteries; polychlorinated biphenyls; materials registered as pesticides under 7 U.S.C. § 136 et seq.; sludge from a waste treatment plant, septic system waste or domestic sewage; petroleum, crank case oil or soils contaminated by such products; non-sterilized medical waste; or Radioactive Materials about, on, in or under the Landfill.
 - b. Neither Permittee nor its Agents shall treat, store, handle, release, dispose of, or discharge, or cause a threatened release, disposal or discharge of any Hazardous Materials or Solid Waste about, on, in or under the Park.
 - c. Nothing in this Section shall prohibit Permittee or its Agents from undertaking the following activities at the Landfill: 1) routine vehicle and equipment maintenance and fueling, 2) a Waste Screening Program, or 3) Temporary Household Hazardous Waste Roundup Events.
 - d. Nothing in this Section shall prohibit Permittee from accepting for disposal soils containing non-hazardous levels of petroleum hydrocarbons, provided that Permittee is at all times in compliance with Applicable Laws, particularly L.A. Regional Water Control Board Order No. R4-2011-0052, Waste Discharge Requirements for Discharge of Non-Designated/Non- Hazardous Contaminated Soils and Related Wastes). The NPS reserves the right to withdraw or modify, at any time, the authorization to accept such materials. Withdrawal or modification of the authorization would only occur after consideration of any resulting impact to public services. This authorization does not release Permittee from any obligation or liability for any release, discharge or disposal (or threatened release, discharge or disposal) of such materials into the environment.
 - e. Any new Environmental Protection System for the Landfill not described in the Environmental Assessment (dated September 1998) shall be submitted for NPS review and approval prior to installation and operation. Following NPS approval, nothing in this Section shall prohibit Permittee from installing and operating approved Environmental Protection Systems.
 - f. Permittee agrees to be responsible for the timely acquisition of all permits, licenses and other approvals ("Approvals") required for the operation or maintenance of the Landfill. Permittee shall provide copies of all such Approvals, and any renewals thereof, to NPS. If Permittee seeks to renew or modify any such Approvals, Permittee shall comply with the procedures described in Section 7 of this Permit.

- g. If Permittee shall become aware of or receives a notice or other communication concerning any actual, alleged, suspected or threatened violation of any Applicable Law, or of any liability of Permittee for Environmental Damages in connection with the Landfill, then Permittee shall deliver to NPS, within five (5) business days of the receipt of such notice or communication by Permittee, a written description of such alleged violation, liability, correcting information, or actual or threatened event or condition, together with copies of all documents evidencing same. (Permittee shall also send a copy of such notice, via certified mail, to the Office of the Solicitor, Department of the Interior, 2800 Cottage Way, Ste E17121 Sacramento, CA 95825-1846.) Receipt of such notice shall not be deemed to create any obligation on the part of NPS to defend or otherwise respond to any such notification. Permittee shall thereafter notify NPS in writing of its plans to address or dispute the substance of the notice. If corrective measures are taken, Permittee shall promptly advise NPS in writing of the measures taken to correct the substance of the notice and the date on which such measures were taken. In cases where the agency that issued a notice requires Permittee to respond in writing to the notice, Permittee may send NPS a copy of the materials that Permittee submits to the agency that issued the notice. If NPS needs additional information in order to assess Permittee's response to the notice for compatibility with the regulations in 36 C.F.R. Part 6, the NPS shall so advise the Permittee.
- h. Permittee shall, at its sole cost and expense, promptly take all actions required under Applicable Laws or ordered by any federal, state or local governmental agency or political subdivision to remedy Environmental Damages which arise directly or indirectly from or in connection with the release, discharge or disposal (or threatened release, discharge or disposal) of any Hazardous Materials or Solid Waste introduced about, on, in or under the Park as a result of or in connection with any activity authorized under this Permit, the breach of any Provision of this Permit, or any Landfill-related activity of, or omission by, Permittee or its Agents. Such actions may include, but are not limited to, the assessment and investigation of the environmental condition of the areas adversely affected (the "Affected Property"), as well as the preparation and performance of any cleanup, response, remediation, containment, operation, maintenance, monitoring or restoration work, whether on or off of the Affected Property. Permittee shall also take all actions to restore the Affected Property to a condition satisfactory to the NPS in the exercise of its Legal Discretion. (If, in the exercise of its Legal Discretion, the NPS determines that restoration work is not possible on all or part of the Affected Property, NPS may require Permittee to conduct restoration or mitigation measures of comparable value elsewhere in the Park.) Prior to conducting any of the activities described herein, Permittee shall prepare written proposals for the same which Permittee will promptly Submit to NPS for Review and Approval. Permittee shall conduct all actions contemplated by this Provision in a diligent, careful and professional manner, and if contractors are used, all contractors must be licensed and have experience in the conduct of response and restoration actions in areas containing significant natural and cultural resources or have comparable experience. Such contractors shall be subject to advance approval by NPS. Permittee shall pay all costs and expenses in connection with such investigatory and remedial activities chargeable to Permittee, including but not limited to the charges of such contractor(s), all power and utility costs, any and all taxes or fees that may be applicable to such activities, and all reasonable costs incurred by NPS in connection with the monitoring or reviewing of such assessment, investigatory, response or restoration activities. Permittee shall promptly provide to NPS copies of testing results and reports generated in connection with the above-mentioned activities. Promptly upon completion of all activities required under this section, Permittee shall remove all associated equipment, debris, materials, and the like from the Affected Property. If Permittee would like to abandon any subsurface structures in place, Permittee shall request advance approval from NPS. Any abandonment of such structures shall comply with Applicable Laws, and Permittee shall retain liability for such structures.

- i. Permittee expressly agrees to indemnify, reimburse, defend, save, and hold harmless the United States, its officers, agents, authorized representatives, and employees, for and from any and all Environmental Damages. Permittee expressly acknowledges and agrees that it has an immediate and independent obligation to defend the United States from any claim which actually or potentially falls within this subsection, regardless of whether such allegation is, or may be, groundless, fraudulent, or false. Such obligation to defend and indemnify shall arise at the time such claim is tendered to the Permittee by the United States and shall continue until discharged through performance or judicial determination.
 - j. Each of the provisions contained in this section shall survive the expiration or earlier termination or revocation of this Permit.
- 13. USE OF PESTICIDES, RODENTICIDES AND HERBICIDES:** Permittee is authorized to use pesticides, rodenticides, and herbicides ("Pesticides") only under the following conditions. By December 1 of each year, Permittee shall Submit for NPS Review and Approval a description of proposed uses of Pesticides for the next calendar year, including the EPA registration number for each Pesticide, the name of the manufacturer, the approximate amount of each Pesticide to be used, and if possible, a copy of the specimen label. NPS will determine whether to approve the requested uses of Pesticides within two weeks of receipt. NPS will make approvals on a product-by-product basis and approvals may include conditions on the circumstances under which Pesticides may be used. Pesticide approvals will expire on December 31 of each year. If additional needs arise during a calendar year, Permittee will immediately inform the NPS in writing of the need to use additional Pesticides and describe the nature of the intended use. NPS will expedite its review of such requests. By February 15 of each year, Permittee will submit a report to the NPS describing the actual amount of each Pesticide used in the previous calendar year. The Permittee is prohibited from using any second-generation anticoagulant rodenticides that contain the active ingredients brodifacoum, bromadiolone, difenacoum, and difethialone.
- 14. VECTOR CONTROL:** To maintain effective vector control, Permittee shall comply with the requirements of 40 C.F.R. Part 258.
- 15. USE OF LEACHATE COLLECTION AND REMOVAL SYSTEMS (LCRS) AND OTHER LIQUIDS:** Permittee may re-use treated extraction well water, treated under-drain water, and treated LCRS liquids for on-site dust control on roads and traffic surfaces. The liquids may also be used for enhancement of biological decomposition for improved gas production and associated use for on-site energy production. These uses of the liquids are authorized, provided that such waters and liquids meet the waste discharge requirements referenced in the Regional Water Quality Control Board Order No. R4-2009-0088. The Permittee shall not use any of these waters or liquids (treated or untreated) for any other purpose at the Landfill unless such use is Reviewed and Approved by NPS in writing. Such written approval must reference this section of the Permit.
- 16. WATER QUALITY MONITORING AND CORRECTIVE ACTION PROGRAM:** Permittee shall comply with Regional Water Quality Control Board Order No. R4-2009-0088. Permittee shall transmit to the NPS all semi-annual and annual reports transmitted to the RWQCB as part of Permittee's compliance with terms and conditions of R4-2009-0088 and Reporting Program No. CI-4992.
- 17. LEACHATE MONITORING:** Permittee shall comply with those sections of Regional Water Quality Control Board Order R4-2009-0088 (Waste Discharge Requirements and Monitoring for Calabasas Landfill) that relate to leachate monitoring.

18. **LANDFILL GAS MONITORING:** Permittee shall comply with all applicable standards and rules regarding surface gas monitoring, and with the monitoring requirements and emissions limits found in the SCAQMD Title V Facility Permit (Facility ID No. 042514). When Permittee obtains Permits to Operate or a Title V permit that replaces the Permits to Construct and Temporary Permit to Operate, Permittee shall forward copies of the new permits to the NPS. In addition, to the extent that SCAQMD rules require Permittee to maintain walking paths on the re-vegetated slopes of the landfill, Permittee shall coordinate with NPS to ensure that the placement and use of paths minimizes, to the greatest extent possible, impacts on native vegetation.
19. **OTHER MONITORING:** Permittee shall revise its Waste Screening Programs and implement such Programs to ensure that Permittee complies with Section 12 of this Permit.
20. **INFORMATION GATHERING:** Should Permittee receive a request from any state, local or federal agency seeking information about environmental conditions at the Landfill that have the potential to adversely affect human health or Park Resources, Permittee shall promptly send copies of any such request, and Permittee's response to the request, to the NPS. Similarly, if the NPS becomes concerned about any condition at the Landfill that could adversely impact human health or Park Resources, NPS will so advise Permittee in writing, and may require Permittee to provide a written response addressing NPS's concerns.
21. **MITIGATION MEASURES, ETC:** Permittee shall be responsible for conducting the mitigation measures and other requirements described in Exhibit B.
22. **HOURS OF OPERATION:** The hours during which the Landfill may receive Solid Waste are Monday through Saturday, 8:00 a.m. to 5:00 p.m.
23. **PERIMETER FENCING:** Permittee will maintain chain link fences, at least 6'-10' high, around the south and west boundaries of the Landfill, and around the northeastern slopes prior to use of those areas for waste disposal.
24. **VEHICLE ACCESS:** Permittee is only authorized to allow customer access to the Landfill via Lost Hills Road. Only a small portion of this Road is within the Park. Permittee may continue to use this road with the same level and type of use as this road is designed to accommodate. Access by the Permittee to the Landfill from the southerly and western boundaries of the Landfill is permitted for construction, maintenance or monitoring activities, upon notification to NPS at samo_permits@nps.gov.
25. **CLOSURE AND POST-CLOSURE CARE:** Under 27 C.C.R. § 21780, Permittee has prepared a Preliminary Closure and Postclosure Maintenance Plan for the Landfill and approved by CalRecycle in 2021. Permittee currently estimates that the Landfill closure date is between 2031-2037. Because this Permit is for no more than a five-year term, Permittee is not required to prepare final closure and post-closure plans unless Permittee decides to initiate closure during the term of this Permit. If the Permittee initiates closure activities during the term of this Permit, final closure and post-closure plans must be submitted for NPS Review and Approval. If Permittee is required by Applicable Laws to submit an updated Preliminary Closure and Post-Closure Plan during the term of this Permit, Permittee shall forward a copy of such plan to the NPS.

26. SITE RESTORATION: Permittee currently estimates that the Landfill closure date is between 2031-2037. Because this Permit is for no more than a five-year term, site restoration requirements are not included. If the Permittee initiates closure of the Landfill during the term of this Permit, the NPS will determine whether any other site restoration requirements, in addition to those contained in Permittee's final closure and post-closure plans, are necessary to fulfill the requirements of 36 C.F.R. Part 6 or other Applicable Laws. If additional site restoration requirements are necessary, NPS will forward Permittee a written description of such requirements and an explanation of why such requirements are deemed necessary under 36 C.F.R. Part 6 or other Applicable Laws. Permittee shall undertake such requirements to the satisfaction of NPS.

27. REVOCATION AND TERMINATION:

- a. After giving 30 days' notice, the NPS may revoke this Permit upon breach of any of the Provisions contained herein, or otherwise in the exercise of NPS's legal discretion, and Permittee expressly acknowledges the revocable character of this Permit. As a condition of the granting of this Permit, Permittee expressly acknowledges that NPS shall not be liable for any costs, expenses, damages, claims, or the like caused by or arising out of the termination, expiration, or revocation of this Permit.
- b. NPS may, in its discretion, provide Permittee with an opportunity to cure any breach prior to revoking this Permit. If such notice is provided, the NPS may, in its discretion, require payment by the Permittee of a penalty of up to \$500.00 per day for each instance of non-compliance until the non-compliance is remedied, as determined by NPS.
- c. Permittee may not terminate this Permit.

28. COSTS:

- a. This Permit is granted upon the express understanding that the activities authorized hereunder shall be without cost or expense to the NPS.
- b. To cover NPS's costs associated with activities related to this Permit, Permittee shall pay, on a quarterly basis, NPS's actual costs. All billings shall include sufficient information to substantiate the costs. It is contemplated that such costs shall not exceed \$6,000.00 per year. If NPS's costs exceed or are likely to exceed that figure, the parties shall meet to resolve any issues associated with such excess costs.
- c. Nothing in this Permit shall relieve the Permittee of any obligations related to Environmental Damages as specified in Section 11 of this Permit, or affect the ability of the NPS to recover or obtain from Permittee or its Agents costs or any other form of legal or equitable relief to which NPS is entitled.
- d. If Permittee's activities under this Permit require additional environmental compliance documents pursuant to the National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, or similar laws, the Permittee shall be solely responsible for all costs and expenses associated with the preparation and completion of such compliance documents. If NPS prepares or reviews such documents for Permittee, Permittee shall supply all necessary information to NPS in a timely manner and fully reimburse NPS for all reasonable costs and expenses incurred by NPS.

29. FINANCIAL ASSURANCE: Under 36 C.F.R. § 6.10, the NPS will not require a bond or security deposit for a solid waste disposal site whose owner or operator is a state entity whose debts and liabilities are those of a state. The operator of the Landfill is the County Sanitation District Number 2 of Los Angeles County, otherwise referred to in this Permit as the Permittee. The Permittee qualifies as a special district under the California County Sanitation District Act. The County of Los Angeles is the owner of the Landfill, and the County is a subdivision of the State of California. The Permittee is responsible for all activities of the Landfill through closure; the County of Los Angeles is responsible for all post-closure activities. Further, the Permittee has established a Trust Fund pursuant to Trust Agreement No. 94414440. CalRecycle has determined that the Permittee's trust fund meets the requirements of 27 C.C.R. § 22240. The monies in this fund are dedicated exclusively to financing closure and post closure care for the Landfill. The requirements in 27 C.C.R. are at least as strict as those contained in 40 C.F.R. Part 258. Therefore, no bond or security deposit will be required. CalRecycle periodically prepares a review of the adequacy of the Landfill's trust fund. During the term of this Permit, Permittee shall send NPS a copy of each review within 30 days of its issuance by CalRecycle.

30. INSURANCE:

- a. Permittee has obtained the following insurance policies, which NPS deems satisfactory for this Permit:
 - (i) Comprehensive General Liability Insurance currently with a self-insured retention of \$1,000,000 and Automobile Liability Insurance, in an amount appropriate to the type and level of operations conducted at the Landfill.
 - (ii) Fire, Burglary, Extended Coverage Vandalism and Malicious Mischief for replacement costs of buildings and their contents.
 - (iii) Worker's Compensation coverage in the amount required by Applicable Law.
 - (iv) The Landfill is currently self-insured for Environmental Liability, but may purchase this type of insurance in the future in an amount appropriate to the type and level of operations conducted at the Landfill. For each year, or part thereof, during which the Landfill is self-insured for Environmental Liability, the Landfill shall provide to the NPS copies of the Landfill's annual financial statements.
- b. Permittee shall notify NPS prior to making any changes in these insurance policies and any changes in such policies must be appropriate to the type and level of operations conducted at the Landfill.
- c. All insurance policies required under this Permit shall specify that the insurance company(ies) shall have no right of subrogation against the United States and shall provide that the United States is named as an additional insured. Permittee shall provide the NPS with thirty (30) days' written notice prior to cancellation, reduction in coverage or non-renewal of such coverage by the issuing insurance company(ies).

31. NPS NON-LIABILITY, INDEMNIFICATION:

- a. The United States assumes no liability for any damage to or destruction of the Park, real property comprising the Landfill owned by the County of Los Angeles, or personal property owned or managed by the Permittee or its Agents, nor for personal injuries or death arising out of or incident to any activity authorized under this Permit, the breach of any Provision of this Permit, or any Landfill-related activity of, or omission by, Permittee or its Agents.

- b. The Permittee agrees to indemnify, reimburse, defend, save and hold harmless the United States, its officers, agents, authorized representatives, and employees, for and from any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, expenses and the like for any loss or destruction of, or damage to, any property or for the death of or injury to persons, of any nature whatsoever, which arises out of or is incident to any activity by Permittee or its Agents that is authorized under this Permit, the breach of any Provision of this Permit, or any Landfill-related activity of, or omission by, Permittee or its Agents, whether or not the same shall be occasioned by the negligence or lack of diligence of the Permittee or its Agents. Permittee expressly acknowledges and agrees that it has an immediate and independent obligation to defend the United States from any claim which actually or potentially falls within this subsection, regardless of whether such allegation is, or may be, groundless, fraudulent, or false. Such obligation to defend and indemnify shall arise at the time such claim is tendered to the Permittee by the United States and shall continue until discharged through performance or judicial determination.
 - c. The NPS agrees to cooperate, to the extent allowed by law, in the submission of claims under the Federal Tort Claims Act against the United States for personal injuries or property damage resulting from the wrongful or negligent act or omission of any employee of the United States while acting within the scope of his/her employment and resulting from the NPS's performance of any obligation under this Permit.
- 32. NO TRANSFER OR ASSIGNMENT:** NPS is issuing this Permit in reliance on the particular and unique skills and reputation of the County Sanitation District No. 2 of Los Angeles County, and NPS would not issue this Permit except for such particular and unique skills and reputation. Therefore, the parties expressly agree that this Permit is personal to the Permittee and that Permittee is prohibited from transferring or assigning any part of this Permit.
- 33. NO RIGHT OF RENEWAL:** This Permit provides no automatic right of renewal and no right to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Six months prior to the expiration of this Permit, Permittee shall request a permit renewal in writing. NPS shall complete its review of the permit renewal request in a timely fashion.
- 34. PERIODIC MEETINGS:** The Permittee shall meet with NPS upon request while this Permit is in effect to provide updates on the activities authorized by this Permit and to resolve any issues which may arise.
- 35. AMENDMENT AND EXTENSIONS OF TIME:** This Permit may not be amended except as approved in writing by both Parties. The NPS may, in its discretion, grant an extension of time for Permittee to achieve compliance with any of the Provisions herein.
- 36. EMERGENCIES:** In the case of emergency, the Permittee shall immediately telephone the Los Angeles County Fire Department or other appropriate agency. The Permittee shall notify the NPS as soon as possible of any emergency that has the potential to adversely affect Park Resources. In the case of an emergency, NPS staff shall have the right to immediately enter upon the Permitted Premises by any means necessary and to take any action necessary to protect the Park.
- 37. SURVIVABILITY OF CERTAIN PROVISIONS:** The Provisions of this Permit concerning or relating to indemnification shall survive the termination, expiration or revocation of this Permit. The Provisions of this Permit concerning or relating to liability for damages to Park Resources; restoration of Park Resources; and the remediation of any release, discharge, or disposal (or threatened release, discharge or disposal) of Hazardous Materials shall remain in effect until all of the Permittee's obligations under this Permit have been satisfied, regardless of whether the Permit has been terminated, expired or revoked.

38. **FALSE INFORMATION:** Permittee shall comply with the provisions of 36 C.F.R. § 2.32, including that section's requirements regarding false information and interference. Failure to comply may be considered a breach of this Permit and may be grounds for revocation.
39. **CONFLICT OF INTEREST:** Neither members of nor delegates to Congress or Resident Commissioners shall be admitted to any share or part of this Permit or to any benefit that may arise therefrom. Provided, however, that nothing herein contained shall be construed to extend to any incorporated company if the Permit be for the benefit of such corporation.
40. **NON-DISCRIMINATION:** To the extent required under Applicable Law, Permittee shall comply with the requirements of: (a) Title VII of the Civil Rights Act of 1964 (as amended), as well as Executive Order No. 11246 of September 24, 1965 (as amended), which forbids discrimination in employment by government contractors; (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 (as amended), which prohibits discrimination on the basis of disability and requires government contractors and subcontractors to take affirmative action to employ and advance in employment qualified handicapped individuals; (c) the Age Discrimination in Employment Act of December 15, 1967 (as amended); (d) the Americans With Disabilities Act, 42 U.S.C. Sections 12101 et seq.; and (f) all other Applicable Laws relating to non-discrimination in employment.
41. **ANTI-DEFICIENCY ACT:** Nothing in this Permit shall be construed as requiring the NPS to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of this Permit, or to involve NPS in any contract or other obligation for the future expenditure of money in excess of such appropriations.
42. **ARROWHEAD SYMBOL:** Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.
43. **GOVERNING LAW AND CONSTRUCTION OF TERMS:** The laws of the United States shall govern the validity, construction, and effect of this Permit. The language in all parts of this Permit shall in all cases be construed as a whole in accordance with the legal authorities under which this Permit is granted. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed or applied in the interpretation of this Permit.
44. **WAIVER:** The waiver of any breach of any Provision of this Permit, whether such waiver be express or implied, shall not be construed to be a continuing waiver or a waiver of, or consent to, any subsequent or prior breach of the same or any other Provision of this Permit.
45. **COPIES OF REPORTS AND RECORDS:**
- a. Upon reasonable prior notice and during normal business hours, the Permittee shall provide NPS access to all records relating to this Permit. Copies of all data, surveys, and tests obtained or made by the Permittee in the Park shall be provided to NPS upon request therefor.
 - b. Permittee shall, upon request, furnish NPS with a true and correct copy of any of Permittee's contracts with any contractors, architects, or other consultants engaged in connection with this Permit.

46. REPRESENTATIVES AND CORRESPONDENCE:


- a. NPS's representative is:
Superintendent
Santa Monica Mountains National Recreation Area
401 West Hillcrest Drive
Thousand Oaks, California 91360-4223
Phone: (805) 370-2342
samo_superintendent@nps.gov
- b. The Permittee's representative is:
Chief Engineer and General Manager
Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, California 90601-1415
Phone: (562) 908-4288
info@lacsdc.org
- c. All correspondence and notices to be given pursuant to this Permit shall be addressed to the representatives listed above.

47. ENTIRE AGREEMENT: Each of the exhibits and approved plans referenced in this Permit shall be considered incorporated herein by reference. This instrument, together with the exhibits and plans attached to or incorporated herein by reference, constitutes the entire agreement between the NPS and Permittee with respect to the subject matter of this Permit and supersedes all prior offers and negotiations, oral and written.

Exhibit A: Calabasas Landfill Area



Calabasas Landfill Vicinity Map

 Santa Monica Mountains National Recreation Area Boundary



-  National Park Service
-  Mountain Receptions Conservation Authority
-  Santa Monica Mountains Conservancy
-  City of Calabasas Parkland
-  Trails/Unpaved Roads

NAIP Imagery Flown 2016

**EXHIBIT B TO SPECIAL USE PERMIT
SITE-SPECIFIC MITIGATION MEASURES AND OTHER REQUIREMENTS**

- (1) NATIVE PLANT RESTORATION PROGRAM:** The native replanting of the western facing refuse slopes appear to be surviving without maintenance intervention. NPS and Permittee shall meet one time on site during the final year of this Special Use Permit to evaluate continued success of the native replanting and to review the pathways established for gas monitoring access. Based on the evaluation, additional guidance may be developed for inclusion in any future Special Use Permit. If future planting is planned, Permittee shall consult with NPS restoration ecologist to determine that locally appropriate plant species are used.
- (2) LITTER REMOVAL:** The Permittee shall continue to implement the litter control protocol previously submitted to and approved by the NPS. This protocol requires the Permittee to patrol areas immediately adjacent to the Landfill property at least twice a month to remove litter and to have personnel available at all times during landfill operating hours to respond to unusual litter situations (e.g., during and immediately following Santa Ana wind conditions).
- (3) ARCHAEOLOGICAL RESOURCES:** The Permittee shall continue to implement the program previously submitted to and approved by the NPS to identify and evaluate archaeological resources that may be found on the Landfill site. The existing and approved program requires the Permittee to retain a consulting archaeologist, meeting the standards of the Secretary of the Interior, on an as-needed basis to evaluate all archaeological resources found during Landfill operations. The NPS shall assist the consulting archaeologist in coordinating Native American Indian consultation as required. All detected archaeological resources shall be donated to the NPS or to a qualified, local institution for curation, study and display.
- (4) PALEONTOLOGICAL RESOURCES:** All paleontological resources detected during Landfill operations shall be evaluated by a qualified consulting paleontologist, approved by NPS. Permittee shall notify NPS of the discovery of any paleontological resources on the site within 72 hours. Within 60 days of the discovery, Permittee shall provide NPS with a report assessing the scientific significance of the resource. This report will be prepared by the Permittee's consultant or by the Los Angeles County Museum of Natural History. For all paleontological resources removed from the site and curated with the Los Angeles County Museum of Natural History or another institution, Permittee will provide NPS with a copy of the catalog record for NPS's museum collections database.
- (5) MEMORANDUM OF UNDERSTANDING (MOU) AMONG NPS, PERMITTEE AND LOS ANGELES COUNTY:** The Permittee shall exert its best efforts to negotiate a Memorandum of Understanding ("MOU") among the NPS, the Permittee and the County of Los Angeles regarding cooperative planning for future use of the 505-acre Calabasas Landfill site after closure. The objective of the MOU shall be to ensure that the site is used in a manner compatible with the goals of the Park and the County of Los Angeles. This cooperative planning effort shall emphasize, among other things, the needs of the local community together with the restoration and preservation of native wildlife habitat values and habitat connectivity with adjacent open space lands. Ultimate use of the site shall be determined only after consultation with the surrounding cities. Should Permittee initiate closure of the landfill within the five-year permit cycle, Permittee shall initiate cooperation with NPS to develop the post-closure land use plan and to finalize the draft MOU prepared by Sanitation Districts in 2000 and reviewed at that time by NPS.

- (6) RESEARCH FUNDING:** Because remaining wildlife habitat linkages in and around the Park are increasingly constrained by development activities, including Landfill operations, ongoing monitoring is necessary to quickly identify population status and trends, and to develop management actions necessary to protect wildlife. To this end, the Permittee shall provide to the NPS \$74,000 annually over the life of the SUP to support scientific programs and resources management related to identifying, protecting and restoring wildlife populations and habitat connectivity in the Santa Monica Mountains and the Simi Hills. (At the option of the NPS, and subject to agreement by the Permittee, services may be requested of the Permittee, the value of which shall be credited to the annual installment). Specific monitoring efforts shall be primarily directed toward large mammals, particularly large carnivores, which are most sensitive to habitat fragmentation and development encroachment.

The first annual installment shall be available to the NPS no later than three months from the effective date of the Permit and annually on that date thereafter. At the end of each calendar year, the NPS shall provide a report to the Permittee on the use of that year's funds.

- (7) GAS-TO-ENERGY FACILITY:** Permittee shall assure that Landfill operations, which include the Gas-to-Energy Facility, will not be allowed to cause an increase in noise levels at designated noise receptor sites above those levels stated in the EA without additional environmental analysis as appropriate. The Morrison Ranch noise receptor site located 1,300 feet northwest of the Gas-to-Energy Facility is no longer operational. NPS must review plans prior to installation of future noise receptor sites and plans can be sent to samo_permits@nps.gov.