

Index

Current Rates 2016-2017

Republic Services Franchise Agreement and MOU

Republic Services Franchise Agreement Extension

City of Las Vegas Rates

2016-2017

Billing Schedules - All Collection Charges

Schedule A is billed quarterly in advance.

Schedule B is billed monthly in advance.

Schedule C is billed monthly in arrears.

On-call services may be billed at the time of service, as permitted by city code.

Section 9.08.140 Schedule A

Single Family and Multiple Dwelling Rates with Individual Service

Category	Collection Level	Monthly Fee
Single Family Residences, Duplexes, M.D.U.'s/M.H.P.'s w/ Individual Service	Twice per week for solid waste, every other week for recycling	\$14.34

Category & Service Level	Monthly Fee	Monthly Fee
Multiple Dwellings w/o Individual Service- Irrespective of Occupancy	1st Stop	Each Additional Stop
Twice per week for	\$10.68	\$7.48
Three times per week	\$16.05	\$11.21
Four times per week	\$19.57	\$13.68
Five times per week	\$23.14	\$16.18
Six times per week	\$26.71	\$18.68
Seven times per week	\$30.26	\$21.18

Section 9.08.150 Schedule A

Motels and Mobile Home Parks w/o Individual Service Rates - Irrespective of Occupancy

Category & Service Level	Monthly - Each Office	Monthly Fee- Per Cooking Unit	Monthly Fee- Per Non Cooking Unit
Motels & Mobile Home Parks			
Twice per week	\$10.68	\$6.43	\$5.14
Three times per week	\$16.05	\$9.61	\$7.71
Four times per week	\$19.57	\$11.73	\$9.43
Five times per week	\$23.14	\$13.89	\$11.15
Six times per week	\$26.71	\$16.05	\$12.85
Seven times per week	\$30.26	\$18.16	\$14.57

Section 9.08.210 (D)

Residential Late Payment Penalty	\$3.64
---	--------

Section 9.08.235 (B)

Lien Fees	Administrative Fee	County Recorder Fee	Total Fee
Claim of Lien Fee	\$65.22	\$17.00	\$82.22
Release of Lien Fee	\$65.22	\$17.00	\$82.22

City of Las Vegas Rates 2016-2017

Section 9.08.160 Table A - Schedule A

Collection Charges - Places of Business and Public Buildings (Monthly Rates)

Container Size	1 pickup per week	2 pickups per week	3 pickups per week	4 pickups per week	5 pickups per week	6 pickups per week	7 pickups per week
96 Gallon Mobile Container	\$9.61	\$19.23	\$28.84	\$44.37	\$60.85	\$79.98	\$95.88
Each Additional	\$9.61	\$19.23	\$28.84	\$44.37	\$60.85	\$31.93	\$38.41
1 Cubic Yard Container	\$47.94	\$95.88	\$143.84	\$159.69	\$180.29	\$207.68	\$249.51
Each Additional	\$47.94	\$95.88	\$143.84	\$159.69	\$180.29	\$159.66	\$192.08
2 Cubic Yard Container	\$96.08	\$192.08	\$288.16	\$304.24	\$329.78	\$367.36	\$441.62
Each Additional	\$96.08	\$192.08	\$288.16	\$304.24	\$329.78	\$319.31	\$384.16
3 Cubic Yard Container	\$144.06	\$288.14	\$432.21	\$448.57	\$479.15	\$526.99	\$633.71
Each Additional	\$144.06	\$288.14	\$432.21	\$448.57	\$479.15	\$478.96	\$576.25
4 Cubic Yard Container	\$192.08	\$384.16	\$576.26	\$592.95	\$628.55	\$686.65	\$825.76
Each Additional	\$192.08	\$384.16	\$576.26	\$592.95	\$628.55	\$638.60	\$768.37
6 Cubic Yard Container	\$288.14	\$576.25	\$864.37	\$881.68	\$927.34	\$1,005.96	\$1,209.94
Each Additional	\$288.14	\$576.25	\$864.37	\$881.68	\$927.34	\$955.64	\$1,149.46
8 Cubic Yard Container	\$384.16	\$768.36	\$1,152.50	\$1,170.40	\$1,226.11	\$1,325.27	\$1,594.09
Each Additional	\$384.16	\$768.36	\$1,152.50	\$1,170.40	\$1,226.11	\$1,285.51	\$1,546.27

Section 9.08.170 Schedule A

Residential and Commercial Container Rental Fees

<u>Container Size</u>	<u>Monthly Charge</u>
1 Cubic Yard	\$ 18.46
2 Cubic Yard	\$ 22.16
3 Cubic Yard	\$ 25.87
4 Cubic Yard	\$ 28.84
6 Cubic Yard	\$ 36.93
8 Cubic Yard	\$ 40.62
Up to 96 Gallon Mobile Container	\$ 4.45

Section 9.08.180 Schedule B

Special One-Time On-Call Collection Charges

<u>Container Size</u>	<u>Monthly Charge</u>
1 Cubic Yard	\$ 36.10
2 Cubic Yard	\$ 48.13
3 Cubic Yard	\$ 60.15
4 Cubic Yard	\$ 72.16
6 Cubic Yard	\$ 84.20
8 Cubic Yard	\$ 96.24
Assorted Trash Pickup	\$ 163.71

Section 9.08.185 Table A

Overflow Charge - M.D.U.'s/M.H.P.'s w/o Individual Service and Commercial Customers

Per Incident of overflowing solid waste at a non-residential customer premises: \$ 36.40

City of Las Vegas Rates 2016-2017

**Section 9.08.160 Table B
Contracted Solid Waste Compactor Charges (Monthly Rates)**

Container Size	1 pickup per week	2 pickups per week	3 pickups per week	4 pickups per week	5 pickups per week	6 pickups per week	7 pickups per week
10-Yard	\$2,131.15	\$2,849.01	\$3,903.35	\$4,239.61	\$4,575.88	\$4,912.15	\$7,179.56
17-Yard	\$2,636.72	\$3,480.69	\$4,905.92	\$5,390.23	\$5,874.51	\$6,358.83	\$8,466.27
26-Yard	\$2,955.05	\$4,117.34	\$5,860.86	\$6,345.17	\$6,829.46	\$7,313.77	\$9,580.49
36-Yard	\$3,486.96	\$4,649.34	\$6,392.68	\$6,944.99	\$7,497.28	\$8,049.68	\$10,316.45
Container Size	8 pickups per week	9 pickups per week	10 pickups per week	11 pickups per week	12 pickups per week	13 pickups per week	14 pickups per week
10-Yard	\$9,310.72	\$10,028.59	\$11,082.94	\$11,419.19	\$11,755.43	\$12,091.71	\$14,359.14
17-Yard	\$11,102.94	\$11,947.67	\$13,372.17	\$13,856.47	\$14,340.78	\$14,825.10	\$16,932.51
26-Yard	\$12,535.51	\$13,697.87	\$15,441.38	\$15,925.68	\$16,410.00	\$16,894.27	\$19,161.01
36-Yard	\$13,803.42	\$14,965.82	\$16,709.15	\$17,261.44	\$17,813.76	\$18,366.15	\$20,632.89

On-Call Rates Per Pick-up (with regular service):	Regular	Sun/Holiday
Special Pick-up 0-49 Yards:	\$ 523.08	\$ 784.61
Special Pick-up 50 Yards:	\$ 1,005.87	\$ 1,508.82
Special Pick-up 75 Yards:	\$ 1,640.70	\$ 2,461.05
On-Call Rates Per Pick-up (without regular service):		
Special Pick-up 0-49 Yards:	\$ 816.51	\$ 1,224.77

**Section 9.08.160 Table C - Schedule C
Solid Waste Manual Type Drop Box Charges**

On Call Monthly Rates* (With or Without regular service)	Regular	Sunday/ Holiday
	\$10.07	\$15.11
10 Cubic Yards	\$100.70	\$151.10
20 Cubic Yards	\$201.40	\$302.20
28 Cubic Yards	\$281.96	\$423.08
35 Cubic Yards	\$352.45	\$528.85
50 Cubic Yards	\$503.50	\$755.50

Roll-off prices are calculated by the cubic yard.

All on-call rates are subject to additional charges of daily rent per 24 hours, or any part thereof after the first 72 hours, excluding Sundays.

The daily rate is: \$ 22.50

City of Las Vegas Rates 2016-2017

Section 9.08.160 Table C - Schedule C Solid Waste Manual Type Drop Box Charges (Scheduled)

Roll-Off Schedule For 10 Cubic Yards

On-call rate per pickup is: \$ 100.70

AND:

On-call demurrage rate per 24 hours or any part thereof after the first 72 hours. \$ 22.50

	<u>Monthly</u>	<u>Sunday Pull</u>
1 Pickup per Week	\$ 728.87	\$ 151.10
2 Pickups per Week	\$ 872.73	
3 Pickups per Week	\$ 1,309.10	
4 Pickups per Week	\$ 1,745.47	
5 Pickups per Week	\$ 2,181.83	
6 Pickups per Week	\$ 2,618.20	
7 Pickups per Week	\$ 3,272.97	

Roll-Off Schedule For 20 Cubic Yards

On-call rate per pickup is: \$ 201.40

AND:

On-call demurrage rate per 24 hours or any part thereof after the first 72 hours. \$ 22.50

	<u>Monthly</u>	<u>Sunday Pull</u>
1 Pickup per Week	\$ 1,165.23	\$ 302.20
2 Pickups per Week	\$ 1,745.47	
3 Pickups per Week	\$ 2,618.20	
4 Pickups per Week	\$ 3,490.93	
5 Pickups per Week	\$ 4,363.67	
6 Pickups per Week	\$ 5,236.40	
7 Pickups per Week	\$ 6,545.93	

Roll-Off Schedule For 28 Cubic Yards

On-call rate per pickup is: \$ 281.96

AND:

On-call demurrage rate per 24 hours or any part thereof after the first 72 hours. \$ 22.50

	<u>Monthly</u>	<u>Sunday Pull</u>
1 Pickup per Week	\$ 1,514.33	\$ 423.08
2 Pickups per Week	\$ 2,443.65	
3 Pickups per Week	\$ 3,665.48	
4 Pickups per Week	\$ 4,887.31	
5 Pickups per Week	\$ 6,109.13	
6 Pickups per Week	\$ 7,330.96	
7 Pickups per Week	\$ 9,164.31	

Roll-Off Schedule For 35 Cubic Yards

On-call rate per pickup is: \$ 352.45

AND:

On-call demurrage rate per 24 hours or any part thereof after the first 72 hours. \$ 22.50

	<u>Monthly</u>	<u>Sunday Pull</u>
1 Pickup per Week	\$ 1,819.78	\$ 528.85
2 Pickups per Week	\$ 3,054.57	
3 Pickups per Week	\$ 4,581.85	
4 Pickups per Week	\$ 6,109.13	
5 Pickups per Week	\$ 7,636.42	
6 Pickups per Week	\$ 9,163.70	
7 Pickups per Week	\$ 11,455.38	

Roll-Off Schedule For 50 Cubic Yards

On-call rate per pickup is: \$ 503.50

AND:

On-call demurrage rate per 24 hours or any part thereof after the first 72 hours. \$ 22.50

	<u>Monthly</u>	<u>Sunday Pull</u>
1 Pickup per Week	\$ 2,474.33	\$ 755.50
2 Pickups per Week	\$ 4,363.67	
3 Pickups per Week	\$ 6,545.50	
4 Pickups per Week	\$ 8,727.33	
5 Pickups per Week	\$ 10,909.17	
6 Pickups per Week	\$ 13,091.00	
7 Pickups per Week	\$ 16,364.83	

Laughlin on call roll-off fees are the same as above except the demurrage is charged after **7 day**:

City of Las Vegas Rates 2016-2017

Section 9.08.190 Schedule B Medical Waste Collection Charges

Basic Service Charges					
Item	Size & Volume	Price Per Item		Bio-Hazard Minimum Charge Per Service Call	
		Delivered	Picked Up	Prescheduled Once/Month or Greater Frequency (Discounted Price)	On-Call Pickup (Full Price)
Bio-Hazardous Accumulation Containers	Medium 10-14 Gal	\$5.79	\$5.79	\$33.08	\$74.45
	Large 27-32 Gal	\$8.27	\$8.27	(If total bio-hazard containers delivered and picked up is less than the above amount, then the above amount will be invoiced. If total is more than the above amount, then the price per item will be invoiced.	If total bio-hazard containers delivered and picked up is less than the above amount, then the above amount will be invoiced. If the total number is more than the above amount, then the price per item will be invoiced.
	X-Large 48-50 Gal	\$12.41	\$12.41		
	200 Gallon Cart with Wheels	\$49.66	\$49.66	Per Month	Per Month

Basic service provided Monday thru Friday and Republic Services needs to be advised before 2 p.m. the day before pickup, of any **CANCELLATION, OFFICE CLOSURE, OR NO BIOWASTE PICK UP** needed prior to service day or minimum service charge will be invoiced.

Additional Waste Disposal Services

The following additional waste disposal prices apply to prescheduled once/month or greater frequency medical waste customers picked up on their scheduled pickup day, or the special pickup surcharge will be applied in addition to disposal price.

Type	Size Code	Container	Chemotherapy Waste Disposal Charge	
Chemo Waste Disposal	Large	33 Gallon	\$40.85	
	Extra Large	55 Gallon	\$72.46	
Pharmaceutical (non-controlled substance) Disposal	Extra small	5 Gallon	\$52.70	
	Small	10 Gallon	\$95.52	
	Medium	20 Gallon	\$191.02	
	Large	30 Gallon	\$286.55	
	Extra Large	55 Gallon	\$477.57	
Item			Special Collection & Services Charge	
Special pick ups/Services (See Below)			\$79.05	Per Hour
Preparation of waste to make suitable for transportation			\$32.95	Per Container
Collection delay of:		\$1.33 Per minute after 10 minutes	\$13.19	Minimum
Over weight charge (Over 50 lbs)			\$52.70	Per Container

*****SPECIAL PICKUPS/SERVICES - After 5:00pm, same day requests, holidays, weekends, outside Las Vegas, or greater than 20 Polys per pickup, or account balancing/reconciliation/usage reports/certificates.

Purchase Or Rental Items

Item	Size	Volume	Dimensions	Price	
Sharp Containers	Small	1 Quart	4"x4"x6"	\$6.59	Plus Tax
	Medium	5 Quart	4"x10"x9"	\$10.55	Plus Tax
	Large	8 Quart	6"x9"x10"	\$13.19	Plus Tax
	Extra Large	32 Quart	9"x13"x17"	\$26.35	Plus Tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24"x32"	\$92.22	Plus Tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43"x48"	\$15.80	Plus Tax
Locker or Rubbermaid Rental	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	\$79.05	Per Month
	Large	30 Cubic yards	20' x 8' x 8'	\$184.45	Per Month
Roll-Off Box Rental		40 Cubic yard		\$434.77	Per Month
Trailer Rental		30 feet long or Less		\$630.51	Per Month
		48 feet long or less		\$840.68	Per Month
		53 feet long or less		\$945.77	Per Month

****Note: Special pickup charge of \$79.05 per hour does not apply to customers with trailer service, unless after hours, weekend or holiday pickups are requested.

Section 9.08.200

Sewage Waste Disposal Charges

Sewage Waste Disposal Service	Fee
Per wet ton using franchisee equipment to accumulate, collect and transport waste	\$ 21.45
Per wet ton using city equipment to store waste prior to franchisee transporting	\$ 20.31

1985

C.C. 12/18/85

GARBAGE DISPOSAL AGREEMENT

1
20
30
40
50
60
70
80
90
100
110
120
130
140
150
160
170
180
190
200
210
220
230
240
250
260
270
280
290
300
310
320

THIS AGREEMENT, made and entered into this 31st day, December, 1985, by and between the City of Las Vegas (hereinafter "City"), and Silver State Disposal Co., Inc. (hereinafter "Contractor").

WITNESSETH:

WHEREAS, City desires to provide adequate, economical and efficient services to the inhabitants of the City of Las Vegas relating to the collection and disposal of garbage and other wastes to promote the general welfare of those inhabitants; and

WHEREAS, City is authorized pursuant to Las Vegas Municipal Code Chapter 9.08 to contract for the collection and disposal of garbage and other wastes; and

WHEREAS, Contractor has been providing for the collection and disposal of garbage and other wastes within the City of Las Vegas in an adequate, economical and efficient manner for a considerable number of years; and

WHEREAS, it is the mutual desire of the parties to renew and continue their relationship and therefore promote the general welfare of the inhabitants of the City of Las Vegas.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Contractor shall provide for the collecting and disposal of garbage, rubbish, dirt and small dead animals and other refuse from residences, multiple dwellings with or without kitchen facilities, places of business and public buildings within the corporate boundaries of the City of Las Vegas.

2. This contract shall commence as of the 1st day of February, 1986, and shall be for a period of fifteen years, and



1 shall be renewable for a term of five years at the opt.
2 Contractor upon the same terms and conditions described b,
3 provided the Contractor is not then in breach of this Agree.
4 and provided the Contractor gives notice of such election to .
5 City in writing at least four months, but not more than nine
6 months, prior to the expiration of this Agreement.

7 3. Garbage collections from places of business and
8 public buildings shall be made daily except Sunday, or daily
9 including Sunday, or bi-weekly, according to the service ordered
10 and paid for by each place of business or public building; gar-
11 bage collection from residences and multiple dwellings shall be
12 made twice each week.

13 4. All garbage so collected shall be hauled to and
14 dumped at the dump ground now in operation at the base of Sunrise
15 Mountain, Clark County, Nevada, or at whatever alternate dump
16 ground may be furnished by or to the Contractor (provided that
17 any such alternate dump ground must be first approved by the
18 City) or any landfill owned by the Contractor and approved by the
19 Clark County Health Department. The route to be travelled to and
20 from any dump site shall be subject to approval of the City.
21 Contractor shall maintain any dump site in accordance with all
22 appropriate rules, regulations or ordinances of the City, the
23 County of Clark and the Clark County District Board of Health.

24 5. The Contractor shall have the exclusive right to
25 collect garbage during the period this Agreement is in force;
26 except in instances whereby under the provisions of this
27 Agreement, the Contractor is not required to make any collec-
28 tions. The Contractor acknowledges that he has read all the
29 ordinances of the City pertaining to the method of collecting
30 garbage, and the rates charged therefor, and agrees to abide by
31 such ordinances.

32 6. The Contractor shall collect and receive all gar-

1 | bage collection charges as provided in LVMC Chapter 9.08 and
2 | shall maintain full and complete accounting records so as to
3 | reflect accurately the total income, expenses and profits of the
4 | enterprise, and shall file with the City, thirty days after the
5 | end of each fiscal quarter, a verified statement of the gross
6 | receipts from the collection of garbage. All payments made to
7 | the Contractor by a user of service shall be evidenced by a writ-
8 | ten receipt and said payments shall be properly accounted for as
9 | a revenue item on the part of the Contractor. The books and all
10 | records shall be produced for inspection at any time during nor-
11 | mal business hours upon the request of the City Manager or the
12 | City Council.

13 | 7. The Contractor shall, during the term of this
14 | Agreement, provide for an annual certified audit of the books and
15 | records of account of the Contractor as of the close of business
16 | on the 30th day of September of each year. A copy of the cer-
17 | tified audit shall be delivered to the City Manager not later
18 | than the 31st day of March for the previous year. The Certified
19 | Public Accountant preparing the annual certified audit shall also
20 | express his written opinion as to whether the financial statement
21 | contained therein presents fairly and accurately the financial
22 | position of the Contractor and the results of its operations in
23 | accordance with generally accepted accounting principles applied
24 | on a consistent basis.

25 | 8. Contractor shall pay as a fee to the City five per-
26 | cent of the gross receipts derived from the collection of gar-
27 | bage. This payment shall be made to the City on a quarterly
28 | basis.

29 | 9. The Contractor shall at all times keep on file with
30 | the City a Performance Bond in the amount of \$250,000.00 in favor
31 | of the City, said bond to be in a form satisfactory to the City
32 | Attorney, conditioned upon the faithful performance of this

1 Agreement and compliance with the provisions of all ordinances of
2 the City of Las Vegas. In the event that Contractor defaults on
3 this Agreement, the bond shall be forfeited.

4 10. In order to protect the public health, safety and
5 welfare, the Contractor agrees that should Contractor fail for
6 any reason substantially to make the garbage collections required
7 under this Agreement for any period exceeding five days, the City
8 shall have the right to immediately take over and provide for the
9 collection of garbage and to take possession of all land and
10 equipment owned by the Contractor and used by it in the perfor-
11 mance of this Agreement. In this event, the City shall pay to
12 the Contractor the reasonable rental value of the land and equip-
13 ment so taken; however, the City shall receive as a credit
14 against this payment, an amount representing the pro-rated gar-
15 bage collection charges that the Contractor would have accrued
16 during the time period that the City provides for the collection
17 of garbage. Should this credit exceed the reasonable rental
18 value of the land and equipment of the Contractor utilized by the
19 City, then the Contractor is required to pay this excess to the
20 City. This right shall continue until such time as the
21 Contractor gives the City notice that the Contractor is ready,
22 willing and able to resume performance of this Agreement.

23 11. In addition to the performance surety bond required
24 by Paragraph 9 of this Agreement, the Contractor shall at all
25 times keep on file with the City an additional Customer Service
26 Performance Bond, in the amount of \$50,000.00 in favor of the
27 customers of Contractor. This bond shall insure the performance
28 of all services for which prepayment has been made by the custo-
29 mers of the Contractor and shall remain in force and effect
30 during the term of this Agreement and until the services for
31 which prepayment has been made have been performed.

32 12. The Contractor shall keep in force during the term

1 of this Agreement, public liability insurance covering the City
2 and the Contractor in the amount of at least \$500,000.00 for the
3 death or injury of one person, and at least \$1,000,000.00 for the
4 death or injury to more than one person, and property damage
5 insurance in the amount of at least \$100,000.00.

6 13. The Contractor shall maintain in full force and
7 effect during the term of this Agreement, full compensation
8 insurance in accordance with the Nevada Industrial Insurance Act,
9 as now in force or as the same may be from time to time amended.

10 14. The Contractor shall maintain an office con-
11 veniently located and furnished with a listed telephone, and
12 shall keep that office open during usual business hours with an
13 accredited representative of the Contractor, who shall have
14 authority to represent and bind the Contractor in its relations
15 with the City, and with the patrons of the Contractor.

16 15. Contractor guarantees the payment of all just
17 claims for materials, equipment, supplies, labor and any other
18 expenses Contractor incurs in connection with the performance of
19 this Agreement. City shall not assume, be liable for or respon-
20 sible for any indebtedness, debt or expense incurred by
21 Contractor.

22 16. The Contractor shall use enclosed trucks for the
23 purpose of making garbage pickups. The Contractor shall be per-
24 mitted to use flat trucks for the collection of brush and other
25 similar forms of garbage and for using exchange cans for the
26 pickup of commercial wet garbage. All flat trucks loaded with
27 garbage or refuse shall, except when moving along a collection
28 route in the course of collection, be covered with wire netting
29 or tarpaulin. Any material that falls or spills onto city
30 streets or alleys, either during the loading of the trucks or
31 from the trucks during transit shall be immediately picked up.
32 All collections shall be made as quietly as possible and no unne-

1 necessarily noisy trucks or equipment shall be used. Any truck or
2 other equipment used in collecting garbage shall be thoroughly
3 cleaned by flushing with water, or by equivalent processes, at
4 least once each week and should be deodorized or disinfected when
5 necessary to maintain such equipment in a sanitary and non-
6 offensive condition.

7 17. Either the City or the Contractor may request a
8 change in any or all of the garbage collection charges set out in
9 LVMC Chapter 9.08. In the event the City denies a request by
10 Contractor to raise the garbage collection charges or in the
11 event the City lowers the then existing garbage collection
12 charges, Contractor may terminate this Agreement by giving the
13 City at least six months' written notice.

14 18. In the event the City determines that the
15 Contractor is in breach of this Agreement with regard to any of
16 the provisions hereof, other than a breach which results from an
17 act of God, a labor dispute, action of the public enemy or other
18 force majeure, the City shall give the Contractor written notice
19 specifying the provisions hereof under which the City has deter-
20 mined that a breach exists, and giving the Contractor sixty days
21 within which to correct the breach. In the event the Contractor
22 does not correct the breach within this sixty-day period, then
23 the City may terminate this Agreement by giving written notice to
24 the Contractor, and may take possession of the equipment and
25 other property of the Contractor as provided in Paragraph 10
26 hereof, and the bond deposited by Contractor pursuant to
27 Paragraph 9 hereof shall be forfeited.

28 19. Contractor shall protect, indemnify, and hold the
29 City, its officers, employees, agents and servants harmless from
30 and against any and all claims, damages, losses, suits, actions,
31 decrees, judgments, attorney's fees, court costs and other expen-
32 ses of any kind or character which the City, its officers,

1 employees, agents or servants may suffer, or which may be sought
2 against, recovered from or obtainable against the City of Las
3 Vegas, its officers, employees, agents or servants (i) as a
4 result of, or by reason of, or arising out of, or on account of
5 or in consequence of the operations of Contractor, its officers,
6 employees, servants or agents, or anyone directly or indirectly
7 employed by Contractor, its officers, employees, contractors,
8 servants or agents, in the fulfillment or performance of the
9 terms of this Agreement, regardless of whether or not the
10 occurrence which gave rise to such claim, damage, loss, suit,
11 action, judgment or expense was caused, in part, by the City; or
12 (ii) as a result of, or by reason of, or arising out of, or on
13 account of, or in consequence of, any neglect in performing this
14 Agreement; or (iii) because of any claim or amount recovered
15 under any statute, law, ordinance, order or decree. Any money
16 due Contractor under and by virtue of this Agreement which is
17 considered necessary by the City for such purpose, may be
18 retained by the City for its protection; or in case no money is
19 due, Contractor's surety may be held until all such claims, dama-
20 ges, losses, suits, actions, decrees, judgments, attorney's fees
21 and court costs and other expenses of any kind or character as
22 aforesaid shall have been settled and suitable evidence to that
23 effect furnished to the City.

24 In this connection, it is expressly agreed that Contrac-
25 tor shall, at its own expense, defend the City, its officers,
26 employees, agents and servants against any and all claims, suits
27 or actions which may be brought against them, or any of them, as
28 a result of, or by reason of, or arising out of, or on account
29 of, or in consequence of any act or omission against which
30 Contractor has indemnified the City. If Contractor shall fail to
31 do so, the City may undertake to do the same and to charge all
32 direct and incidental costs of such defense to Contractor,

1 including attorney's fees, court costs and other expenses.

2 20. Any assignment of this Agreement, either volun-
3 tarily or by operation of law, or any sale of stock in the
4 Contractor which results in the acquisition of a plurality of the
5 voting control of the Contractor by any person or firm, other
6 than the Contractor or a person who is a member either of the
7 existing group of stockholders or their immediate families,
8 without the consent of the City shall constitute a breach of this
9 Agreement; provided, however, that such consent shall not unrea-
10 sonably be withheld. For the purposes of this Paragraph,
11 "plurality of the voting control" means a stock ownership by any
12 person or firm which exceeds the stock ownership of any other
13 voting stockholder. In the event that Contractor becomes
14 insolvent or bankrupt or files a petition to take advantage of
15 any insolvency or bankruptcy act, this Agreement shall be imme-
16 diately cancelled and the City shall have the right to take over
17 said business as provided in Paragraph 10 or substitute another
18 Contractor in its place and stead in the manner provided by law.

19 21. The failure of either party to insist upon the
20 strict performance of any of the provisions of this Agreement, or
21 the failure of either party to exercise any right, option or
22 remedy hereby reserved, shall not be construed as a waiver for
23 the future of any such provision, right, option, or remedy, or as
24 a waiver of any subsequent breach thereof.

25 22. Contractor is an independent contractor and not an
26 employee of City for any purpose.

27 23. All notices, requests, demands or other com-
28 munications hereunder shall be in writing, and shall be deemed to
29 have been duly given if delivered in person, or when received if
30 mailed by certified mail with return receipt requested, or other-
31 wise actually delivered.

32 . . .

1 Notice to City shall be sent to:

2 CITY MANAGER
3 City of Las Vegas
4 400 East Stewart Avenue
5 Las Vegas, Nevada 89101

6 Notice to Contractor shall be sent to:

7 SILVER STATE DISPOSAL CO., INC.
8 P. O. Box 15170
9 Las Vegas, Nevada 89114

10 Either party hereto may change the address at which it receives
11 written notice by so notifying the other party hereto in writing.

12 24. Should any section or any part of any section of
13 this Agreement be rendered void, invalid or unenforceable by any
14 court of law, for any reason, such a determination shall not
15 render void, invalid or unenforceable any other section or any
16 other part of any section in this Agreement.

17 25. This Agreement has been made and entered into in
18 the State of Nevada, and the laws of the State of Nevada shall
19 govern the validity and interpretation of this Agreement and the
20 performance due hereunder.

21 26. The drafting, execution and delivery of this
22 Agreement by the parties have been induced by no representations,
23 statements, warranties or agreements other than those expressed
24 herein. This Agreement embodies the entire understanding of the
25 parties, and there are no further or other agreements or under-
26 standings, written or oral, in effect between the parties
27 relating to the subject matter hereof unless expressly referred
28 to herein or expressly incorporated herein by reference thereto.

29 27. Should either party bring suit to enforce any of
30 the terms of this Agreement, the prevailing party shall be
31 entitled to recover expenses of suit, including court costs and
32 reasonable attorney's fees.

33 28. This Agreement may not be modified unless such
34 modification is in writing and signed by both parties to this

1 Agreement.

2 29. This Agreement is entered into pursuant to Las
3 Vegas Municipal Code Chapter 9.08 and certain terms used herein,
4 unless the context clearly requires otherwise, shall have the
5 meaning ascribed to those terms in LVMC 9.08.010.

6 IN WITNESS WHEREOF, the parties have executed this
7 Agreement at Las Vegas, Nevada, the day and year first written
8 above.

9 CITY OF LAS VEGAS

SILVER STATE DISPOSAL CO., INC.

10
11 By William H. Briare
12 WILLIAM H. BRIARE, Mayor

By [Signature]

13
14 ATTEST:

15 Carol Ann Hawley
16 CAROL ANN HAWLEY, City Clerk

*Approved
12-27-95*

**MEMORANDUM OF UNDERSTANDING AMENDING
DECEMBER 31, 1985 GARBAGE DISPOSAL AGREEMENT**

This Memorandum of Understanding (hereinafter "Agreement") is entered into this 12th day of July, 1999, (hereinafter "Effective Date") by and among the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter "CLV"), Republic DUMPCO, Inc., a Nevada corporation d/b/a DUMPCO (hereinafter "DUMPCO"), and Republic Silver State Disposal, Inc., a Nevada corporation d/b/a Silver State Disposal Service (hereinafter "RSSD").

I. RECITALS

1.01 Apex Regional Landfill. DUMPCO owns, operates and maintains a landfill generally known as Apex Regional Landfill and generally situated near the intersection of Interstate 15 and U.S. Highway 93 in Clark County, Nevada, Township 18 South, Range 63 East, Mount Diablo Meridian (hereinafter "Apex").

1.02 Sunrise Regional Landfill. DUMPCO currently is the maintenance contractor for the 720-acre area generally known as the Sunrise Regional Landfill and generally situated within portions of Sections 1 and 12, Township 21 South, Range 62 East, Mount Diablo Meridian (hereinafter "Sunrise Landfill"). Sunrise Landfill is located upon real property owned by BLM and leased to Clark County Public Works. Sunrise Landfill stopped receiving waste on October 9, 1993. On March 1, 1995, Sunrise Landfill was closed in accordance with the Sunrise Mountain Landfill Closure Plan dated April 14, 1994 (hereinafter the "Plan"), as evidenced by the Agreement of parties signed on or about April 12, 1995 by DUMPCO's predecessor, Clark County Public Works, Clark County Health District and BLM.

1.03 Garbage Disposal Agreement. On December 31, 1985, CLV and RSSD's predecessor executed a Garbage Disposal Agreement. Pursuant to paragraphs 1 and 2 of the Garbage Disposal Agreement, RSSD owns the exclusive right to perform collection and disposal of "garbage, rubbish, dirt and small dead animals and other refuse from residences, multiple dwellings . . . places of business and public buildings within the corporate boundaries of the City of Las Vegas" through February 1, 2001. RSSD may elect to extend the Garbage Disposal Agreement period to February 1, 2006, by providing written notice of such election at least four months, but not more than nine months prior to February 1, 2001.

1.04 Rainfall Event. On September 11, 1998, a greater than 100-year rainstorm event concentrated over the Sunrise Mountain area exposed significant quantities of solid waste buried northeast of the 720-acre Sunrise Landfill (hereinafter "Northeast Canyon Area"). The resulting flood waters carried solid waste from the Northeast Canyon Area, through the Sunrise Landfill surface drainage structures, and into the unnamed tributary to the Las Vegas Wash. The flood waters also breached certain surface drainage structures, compromised cells within the Sunrise Landfill itself, and caused small quantities of solid waste to be released from Sunrise Landfill to the unnamed tributary.

1.05 RCRA Order. On April 26, 1999, the U.S. Environmental Protection Agency

(hereinafter "EPA") issued RCRA Order, Docket No. 7003-09-99-0005 (hereinafter "RCRA Order"), naming DUMPCO, RSSD, Republic Industries, Inc. (hereinafter "RII"), SSDS Liquidating Corporation and Clark County Public Works as Respondents. The effective date of the RCRA Order was May 6, 1999. EPA issued the RCRA Order, in part, because the September, 1998, rainfall event caused the discharge of solid waste into a tributary leading to the Las Vegas Wash. The RCRA Order, which is attached hereto as EXHIBIT A and incorporated herein by this reference, compels performance of action items, among others, relating to "Run-on/Run-off Controls," "Facility Assessment and Corrective Measures," and "Long-Term Operation and Maintenance Requirements." The RCRA Order requires performance of action items for the 720-acre Sunrise Landfill, as well as areas denoted as the "Eastern Perimeter Area," "Southern Wash Area," and "Western Burn Pit Area," all as illustrated on an exhibit to the RCRA Order (hereinafter "Sunrise Landfill Area").

1.06 CWA Order. On April 26, 1999, the EPA issued CWA Order, Docket No. CWA-309-9-99-14 (hereinafter "CWA Order"), attached hereto as EXHIBIT B and incorporated herein by this reference, naming DUMPCO, RSSD, RII, and Clark County Public Works as Respondents. The effective date of the CWA Order was April 26, 1999. EPA issued the CWA Order, in part, because the September, 1998, rainfall event caused the discharge of solid waste into a tributary leading to the Las Vegas Wash. The CWA Order details action items to be performed in and around the Sunrise Landfill Area, including a full report on the hydrologic and hydrogeological site conditions, interim plans for repairs to surface water controls and for additional storm water controls, clean up of debris in the area, compliance with Industrial Storm Water General Permit No. GNV0022233, and other measures.

1.07 Compliance. The parties hereto desire to enter into this Agreement, which, among other things, provides for RSSD's full release and indemnity of CLV in the event of any future liability of the CLV related to Sunrise Landfill under various environmental statutes and common law, a fifteen (15) year extension of the Garbage Disposal Agreement and RSSD's full compliance with the RCRA Order and the CWA Order (collectively referred to hereinafter as "Orders").

1.08 Authority. Pursuant to NRS 268.081 and NRS 268.083, CLV is authorized to extend the exclusive Garbage Disposal Agreement now held by RSSD and DUMPCO (collectively referred to hereinafter as "Silver State") to perform collection and disposal of "garbage and other waste" as contemplated herein.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

2.01 Compliance with the Orders.

- a. Silver State shall take all necessary actions to comply fully with all terms and

conditions of the Orders (hereinafter "Project"), and shall be solely responsible for all associated costs.

- b. In the event, however, CLV is found in the future to also be liable for any or all of those matters contained in the Orders and Silver State fails to perform the Project in a manner consistent with the Orders, CLV is entitled to perform the compliance action on behalf of Silver State, and shall be reimbursed for the cost of the action by Silver State, including the costs of consultants, engineers, counsel, and administrative staff time in connection with the action. Prior to initiating any compliance action on behalf of Silver State, CLV shall notify Silver State in writing of the non-compliance, stating with particularity the exact nature of any alleged failure to meet EPA standards and guidelines. CLV shall then allow Silver State thirty (30) days from receipt of the notice to correct the non-compliance or obtain EPA approval for the Silver State action that is alleged to be non-compliant.

2.02 Cooperation and Communication. In the event CLV is found in the future to also be liable for any or all of those matters contained in the Orders, the parties agree to cooperate as necessary to respond efficiently to the Orders. CLV agrees to provide Silver State with any informational resources within CLV and its various districts and departments that might be helpful to the cooperative effort. The parties shall provide each other with a copy of all correspondence, reports, or other documentation submitted to EPA or the Nevada Division of Environmental Protection, at the following addresses:

VIRGINIA VALENTINE, City Manager
City of Las Vegas
400 East Stewart Avenue
Las Vegas, NV 89114

STEPHEN KALISH, President
Silver State Disposal Service
770 East Sahara Avenue
Las Vegas, NV 89104

2.03 Indemnity, Defense and Hold Harmless.

- a. Silver State, as well as their successors, parents, subsidiaries and affiliates agree to defend, fully indemnify and hold harmless the City, its City Council members, departments, employees, agents, consultants and attorneys from and against all claims and demands or causes of action related to the Sunrise Landfill including without limitation, claims and demands brought pursuant to the Resource Conservation and Recovery Act (hereinafter "RCRA"), the laws, rules and regulations of the State of Nevada Department of

Conservation and Natural Resources, Division of Environmental Protection (hereinafter "NDEP") and the laws, rules and regulations of the Clark County Health District (hereinafter "CCHD"), arising from or related to any failure of Silver State to comply with the Orders.

- b. Silver State agrees to indemnify, defend, protect and hold harmless, to the extent allowed by Nevada law, CLV and CLV's City Council members, officers, agents, departments, employees, contractors and subcontractors upon and against any claims for damage, suits and other claims arising out of or related to the Project, which damages, suits, or claims are either (1) for personal injury, including death, or (2) for property damage, and where it is established that the injury or damage was the result of negligence, active or passive, or omission, active or passive, or intentional conduct of Silver State.
- c. Silver State shall have the right, when acting under this provision, to select counsel and to direct the course of the proceeding including the settlement thereof provided that: (1) Silver State does not dispute the indemnity, defense or hold harmless obligation; (2) the counsel selected has experience in this type of proceeding; and (3) CLV shall be kept apprized of the progress of the proceeding.
- d. The parties further agree that the hold harmless and indemnification provisions of Paragraph 19 of the Garbage Disposal Agreement, EXHIBIT C, hereby are incorporated herein by this reference, as though fully set forth herein, and that the same are applicable to this Agreement, and that such provisions are controlling for the purposes of this Agreement in the event they conflict with any provision of this Agreement.

2.04 Silver State Capital Improvements Contribution. At any time after the execution of this Agreement by the parties, CLV may request in writing funds up to, but not exceeding, Five and One-half Million Dollars (\$5,500,000.00) from Silver State (hereinafter "Contribution") to facilitate construction of a transfer station, other capital improvements, or other public uses CLV deems appropriate (hereinafter "Improvements"). Silver State's Contribution shall be made over the course of construction of the Improvements based upon construction progress. Silver State shall make progress payments to CLV within 30 days of the receipt of documentation identifying the work completed and the cost thereof at the address set forth below. CLV acknowledges that Silver State's Contribution shall not create a joint venture or any other business relationship between CLV and Silver State nor any responsibilities or obligations on the part of Silver State with respect to the Improvements not expressly outlined herein.

2.05 Modification of Garbage Disposal Agreement. Silver State shall have the exclusive right to perform collection and disposal of solid waste within CLV corporate boundaries an additional fifteen (15) year period following the termination date of the Garbage Disposal Agreement. Paragraph 2 of the Garbage Disposal Agreement, EXHIBIT C shall be, and upon

execution of this Agreement hereby is, modified as follows:

Paragraph 2: This contract shall commence as of the 1st day of February, 1986, and shall be for a period of 30 years, and shall be renewable for a term of five (5) years at the option of the Contractor upon the same terms and conditions described herein, provided the Contractor is not then in breach of this Agreement, and provided the Contractor gives notice of such election to the City in writing at least four months, but not more than nine months, prior to the expiration of this Agreement.

2.06 Clarification of Existing Ordinances. The parties hereto acknowledge that since the adoption of Chapter 9.08 of the CLV Municipal Code in 1946 there has been changes in the garbage collection and disposal industry, including, but not limited to, new concepts and practices regarding recycling, and new products entering the solid waste stream requiring specialized handling. CLV agrees to review these issues within a reasonable time following the execution of this Agreement.

2.07 Wastewater Treatment Facility Sludge. The parties acknowledge that while wastewater treatment sludge is a solid waste currently covered by the Garbage Disposal Agreement, the material may be marketable in the future. Silver State agrees, therefore, that to the extent CLV establishes a viable market for wastewater treatment sludge, and can either sell the material or have the material collected at no cost to CLV, the material will not be solid waste covered under the Garbage Disposal Agreement.

2.08 Attorney's Fees. If any action is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all of its expenses related to such action, including without limitation, its reasonable attorney's fees.

2.09 Acknowledgments. The parties mutually understand, agree, and warrant: (i) that RSSD denies the legal liability and damages alleged in the RCRA Order and CWA Order and that execution of this Agreement is not to be construed as an admission of liability on the part of any party to this Agreement; (ii) that no promise or inducement has been offered except as herein set forth; (iii) that this Agreement is made in good faith and in conformance with all applicable law; and (iv) the parties are legally competent to execute this Agreement and to accept full responsibility therefore.

2.10 Integration. This Agreement represents the full and complete integration of the agreement between the parties and is the complete expression thereof. This Agreement may not be amended or modified except in writing and signed by each of the parties. All other agreements, negotiations, and representations between the parties pertaining to the subject matter of this Agreement, and to the extent not expressly set forth herein, are void and of no force or effect whatsoever provided, however, that this Agreement shall not modify the terms of or affect the force or validity of the Garbage Disposal Agreement except as expressly set forth herein.

2.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

2.12 Counterparts. This Agreement may be executed in any number of counterparts confirmed by facsimile signatures transmitted by telephone, each of which shall be deemed a duplicate original.

2.13 Severability. If any provisions of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, in the event the extension of the Garbage Disposal Agreement as contemplated herein is unenforceable, deemed illegal, or unconstitutional for any reason, this Agreement shall be null and void, and of no force or effect whatsoever.

2.14 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, or assigns, as the case may be. No change in the ownership or corporate, partnership or other legal status of RSSD and/or Republic DUMPCO shall in any way alter RSSD's and Republic DUMPCO's obligations and responsibilities under this Agreement. No assignment of any responsibilities under this Agreement may be made by RSSD and/or Republic DUMPCO without the express written consent of the CLV. Consent shall not be unreasonably withheld. CLV shall have the right to require any reasonable condition on any proposed assignment to effectuate the purposes of this Agreement, including a requirement that RSSD and/or Republic DUMPCO remain responsible for the Sunrise Landfill in addition to a proposed assignee. CLV shall have the right to determine whether any prospective assignee has the financial and technical expertise to perform as required by this Agreement. "Assignment" includes any change in ownership involving 50% or more of the outstanding shares of RSSD, Republic DUMPCO, or any of their parent corporations or wholly-owned subsidiaries.

2.15 Guaranty By Parent Corporation. RSSD and Republic DUMPCO are wholly owned subsidiaries of Republic, a publicly traded company listed on the New York Stock Exchange. Each and every obligation of RSSD and Republic DUMPCO under this Agreement, including without limitation the obligation to comply with the EPA Orders for Sunrise Landfill, including any required closure and post-closure care and monitoring, is guaranteed by Republic, who stands as guarantor

...
...
...

under this Agreement. In the event that RSSD and/or Republic DUMPCO are unable or unwilling to comply with the terms and conditions of this Agreement for any reason, then Republic shall be responsible for compliance with all terms and conditions of this Agreement in place and instead of RSSD and/or Republic DUMPCO. The written Guaranty of Republic is attached as EXHIBIT D and incorporated by reference as though fully set forth herein.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

Approved as to Form:

 6-23-99
LARRY G. BETTIS, Deputy City Attorney

REPUBLIC DUMPCO, INC.

By 
STEPHEN KALISH, Vice President

REPUBLIC SILVER STATE DISPOSAL,
INC.

By 
STEPHEN KALISH, Vice President



EXHIBIT A
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105-3901

RECEIVED APR 30 1999

April 26, 1999

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Clark County Public Works Department
Martin J. Manning, Director
500 S. Grand Central Parkway
Las Vegas, NV 89155-4000

Certified Mail No. Z 246 515 517

Republic Disposal Urban Maintenance
Processing Company, Inc.
Harris W. Hudson, President
110 S.E. 6th St., 28th Floor
Ft. Lauderdale, FL 33301

Certified Mail No. Z 246 515 518

Republic Silver State Disposal, Inc.
James H. Cosman, President
110 S.E. 6th St., 28th floor
Ft. Lauderdale, FL 33301

Certified Mail No. Z 246 515 519

Republic Industries, Inc.
H.W. Huizenga, President
516 Mola Avenue
Ft. Lauderdale, FL 33301

Certified Mail No. Z 246 515 520

SSDS Liquidating Corporation
Joseph L. Anstett, President
66 Innisbrook Avenue
Las Vegas, NV 89113

Certified Mail No. Z 246 515 521

Re: Sunrise Mountain Landfill
Order RCRA 7003-09-99-0005

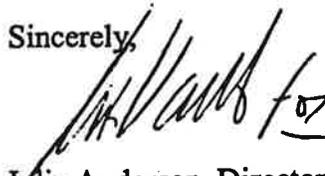
Dear Addressees:

The United States Environmental Protection Agency ("EPA") hereby issues the enclosed Administrative Order RCRA 7003-09-99-0005, pursuant to Section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 USC Section 6973, to prevent and/or mitigate the imminent and substantial endangerment to human health or the environment posed by the Sunrise Mountain Landfill. Inadequate closure and maintenance of the Landfill, compounded by a series of storm events in September 1998 present and/or may continue to present an imminent and substantial endangerment to health or the environment. Work required under the Order includes implementation of a stormwater control plan, repair and redesign of run-on/run-off control systems, installation of a final cover to minimize infiltration and erosion, implementation of methane and groundwater monitoring programs, and maintenance at the Site.

EPA's concerns at the landfill include the impact of pollutants discharged from the Landfill into the Las Vegas Wash and potentially Lake Mead, the risk of an explosive hazard due to methane and hydrogen sulfide gases, and the potential impacts of contaminated leachate to the groundwater. A comprehensive solution is required to address these environmental concerns. The order requires respondents to implement measures as soon as possible to prevent future discharges from the Landfill. This Order is effective ten (10) days after it is signed by EPA and is being issued simultaneously with a Findings of Violation and Order for Compliance, pursuant to Sections 308 and 309 of the Clean Water Act, 33 USC §§ 1318 and 1319 (Docket No. CWA-309-9-99-14). EPA has and will continue to coordinate these enforcement actions.

If you have any questions regarding the technical requirements of the Order, please contact Susanna Trujillo, Environmental Protection Specialist, at (415) 744-2099. For any legal questions, please contact Allyn Stern, Senior Counsel, at (415) 744-1372. The Order provides for an opportunity to confer with EPA prior to implementation of the required actions. If you would like to take this opportunity to meet with EPA, please contact Ms. Stern or Ms. Trujillo.

Sincerely,



Julie Anderson, Director
Waste Management Division

Enclosure: RCRA 7003-09-99-0005

cc: A. Biaggi, NDEP
R. Holmes, Clark County
J. Schlegal, Clark County Comprehensive Planning
M. Dwyer, BLM
A. Gaddy, Republic Silver State Disposal
G. Walsh, James Driggs, Walch, Santoro & Thompson
C. Schmutz, Clark County Health District

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX

In the matter of:)	
)	
REPUBLIC DISPOSAL URBAN)	U.S. EPA Docket No.
MAINTENANCE PROCESSING CO.,)	7003-09-99-0005
INC, REPUBLIC SILVER STATE)	
DISPOSAL, INC., REPUBLIC)	
INDUSTRIES, INC., SSDS)	ADMINISTRATIVE ORDER
LIQUIDATING CORPORATION, and)	
CLARK COUNTY PUBLIC WORKS)	Proceeding Under §7003 of the Resource
DEPARTMENT)	Conservation and Recovery Act, as Amended,
)	42 U.S.C. §6973
Respondents)	
)	
)	
)	
)	
)	
)	
)	

I. JURISDICTION AND PROCEDURE

1. The United States Environmental Protection Agency ("EPA") issues this Administrative Order to the following Respondents: Republic Disposal Urban Maintenance Processing, Co., Inc. ("Republic DUMPCO"), Republic Silver State Disposal, Inc. ("RSSD"), Republic Industries, Inc. ("RII"), SSDS Liquidating Corporation, and Clark County Public Works Department ("CCPW"). This Order is issued pursuant to the authority vested in the Administrator of EPA by Section 7003 of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6901 et seq. (the "Act"), which authority has been duly delegated to the Regional Administrator of EPA, Region IX and re-delegated to the Director of the Waste Management Division ("Director"). Notice of this Order has been provided to the State of Nevada, Nevada Division of Environmental Protection ("NDEP"), as may be required by Section 7003(a) of the Act, 42 U.S.C. §6973(a).

2. Concurrently with this Administrative Order, EPA issues a Finding of Violation and Order for Compliance pursuant to Section 309(a) of the Clean Water Act, 33 U.S.C. §1319(a) to Respondents CCPW, Republic DUMCO, RSSD, and RII for violations of National Pollutant Discharge Elimination System ("NPDES") General Permit No. GNV002233, and violations of Section 301(a) of the Clean Water Act, 33 U.S.C. §1311(a).

II. PARTIES BOUND

1. This Order shall apply to and be binding upon the Respondents identified in paragraph I.1. and their directors, officers, employees, agents, successors and assigns and upon all other persons and entities who are under the direct or indirect control of Respondents (including, but not limited to, any contractors or independent agents or consultants acting under or for Respondents) until such time as the Work to be performed under Section VI. has been completed. At such time as those matters referred to above and all actions required under this Order are concluded, this Order shall terminate.
2. No change in the ownership or corporate, partnership or legal status of Respondents or of the Sunrise Mountain Landfill Site (also referred to herein as "Site") or any portion of the Site will in any way alter Respondents' obligations and responsibilities under this Order.
3. Respondents shall provide a copy of this Order and all other documents approved under or pursuant to this Order which are necessary to conduct the Work to each contractor, sub-contractor, laboratory, or consultant retained to perform any Work under this Order, within five (5) days after the Effective Date of this Order or on the date such services are retained, whichever date occurs later. Respondents shall also provide a copy of this Order to each person representing the Respondents with respect to the Site or the Work and shall condition all contracts and subcontracts entered into hereunder upon performance of the Work in conformity with the terms of this Order. Notwithstanding the terms of any contract, Respondents are responsible for compliance with this Order and for ensuring that its contractors, sub-contractors and agents comply with this Order, and perform all Work in accordance with this Order.
4. At all times after service of this Order, Respondents shall provide a copy of this Order to any prospective owners or successors before a controlling interest in Respondents' assets, property rights or stock are transferred to the prospective owner or successor. The Respondents shall notify EPA no later than seven (7) days prior to such transfer.

III. FINDINGS OF FACT

1. The Sunrise Mountain Landfill Site is a municipal landfill, located in Clark County, Nevada three miles from the city limits of Las Vegas. This Site accepted waste from at least the early 1960's until October 1993. The nearest residences are located one mile from the western facility boundary and Las Vegas High School is one and one quarter miles northwest of the Site. The landfill has a total design capacity of 61 million cubic yards. The landfill is unlined, with an estimated 47 million cubic yards (approximately 25 million tons) of waste in place, including municipal solid waste, medical waste, sewage sludge, hydrocarbon-contaminated soils, asbestos, and construction and demolition waste. The Sunrise Mountain Landfill Site is located approximately two miles up-gradient from Las Vegas Wash which discharges directly into Lake Mead. Lake Mead is the primary drinking water source for southern Nevada, including the Las Vegas Metro Area, as well as the Phoenix Metro Area and southern California.

2. The Sunrise Mountain Landfill Site is located on property owned by the Bureau of Land Management ("BLM"). On May 21, 1962, CCPW leased 320 acres from BLM with an additional 400 acres leased by CCPW on May 21, 1985. The areas comprising the Site are illustrated on the attached map (Attachment A) and include the 720 acres leased by CCPW as well as other areas where solid waste has been disposed, including the Northeast Canyon Area, the Eastern Perimeter Area, the Southern Wash Area, and the Western Burn Pit Area (See Attachment A).

3. Respondent SSDS Liquidating and Republic Industries, Inc. are each the successor to Disposal Urban Maintenance Processing Corporation, Inc. ("DUMPCO"), which operated the Site through an agreement with Respondent CCPW from February 1975 through August 1997. In April 1994, DUMPCO and CCPW entered into an agreement with BLM to close the landfill in accordance with a Closure Plan that accompanied the agreement. The Closure Plan specified that closure would be in accordance with applicable law and in compliance with the terms of the lease. The Closure Plan required placement of a landfill final cover, controls for erosion and surface water run-off, and maintenance/monitoring during the post-closure period, including methane gas and groundwater sampling.

4. On August 5, 1997, DUMPCO assigned its obligations under this agreement to Respondent Republic DUMPCO. EPA and BLM have observed employees of both Republic DUMPCO and RSSD conducting closure and maintenance activities at the Site.

5. In August 1995, BLM inspected the Site and observed uncovered medical waste in the vicinity of a failed drainage structure. In a letter dated September 5, 1995, BLM identified serious concerns with surface water structures and the thickness of the final cover even after some corrective measures were taken by Respondent CCPW.

6. On November 13, 1997, Dynamac Corporation, under contract with BLM, issued an independent review of the Site closure in a document titled *Sunrise Mountain Landfill Final Cover Evaluation*. The Dynamac report identified serious inadequacies for the surface water run-off, landfill cover, gas emissions, gas monitoring, groundwater monitoring, and leachate collection at the Site. The report concluded (1) the drainage system is inadequate to control surface water run-off; (2) the landfill cover does not meet the requirements of 40 C.F.R. Part 258 and does not minimize erosion or the infiltration of liquids and leachate generation; (3) methane gas in one area exceeds the lower explosive limit; and (4) gas and groundwater monitoring are insufficient.

7. The *Sunrise Mountain Landfill Final Cover Evaluation* evaluated the landfill cover on both the 180 acres covered under the closure plan as well as the remaining acreage. The report states that the cover thickness is inadequate and the hydraulic conductivity exceeds the maximum allowable limit necessary in all areas. Excessive cracking and substantial erosion of the cover are also documented. The report concluded that the existing landfill cover should be considered no more than an intermediate cap that must be substantiated with a final cover. The Report also noted that significant surface water infiltration is occurring and that groundwater monitoring is required to detect contaminant migration through leachate at the Landfill.

8. On March 18, 1998, BLM issued a report entitled *Reconnaissance Investigation of the Sunrise Landfill*. The report describes uncovered waste observed in three lagoon areas and in various cracks, vents and gullies on the landfill surface as well as the presence of Hydrogen Sulfide (H₂S) exceeding 2000 ppm in some soil gas samples. Hydrogen Sulfide is a colorless, flammable, poisonous gas with the characteristic odor of rotten eggs. The Immediately Dangerous to Life and Health (IDLH) limits (NIOSH 1997) for Hydrogen Sulfide are 100 ppm over a period of 30 minutes and 800 ppm is instantaneously fatal. At lower levels, Hydrogen Sulfide can irritate the eyes, throat and respiratory tract producing cough, headache, nausea and vomiting. Prolonged exposures can produce life-threatening pulmonary edema (fluid flooding of the lungs).

9. During August 1998, Clark County sampling of Hydrogen Sulfide shows levels of up to 540 ppm in ambient air. This level is well above the 25 ppm Permissible Exposure Limit "PEL." After one or two breaths of exposure in the 150 ppm range, olfactory fatigue can set in and the odor warning property of H₂S is lost.

10. On September 11, 1998, several large rain events resulted in the washout of portions of the Site and the discharge of solid waste into tributaries that feed into the Las Vegas Wash.

11. On September 12, 1998, the Nevada Department of Environmental Protection ("NDEP") observed significant erosion in a number of areas at the Site and severe damage to the major drainage channel. The waste cell containing construction and demolition debris, including some asbestos-containing material, was cut open. NDEP found that many drainage structures were either eroded or filled with sediment.

12. On November 19 and 20, 1998, EPA conducted an inspection of the Landfill. EPA coordinated the inspection with NDEP and the Clark County Health District. Visual observations of the Site indicated that the September 1998 storm event severely compromised the integrity of the landfill cover and the stormwater run-on/run-off system. EPA inspectors observed exposed trash, including tires, debris, and metal protrusions throughout the Site, in the area directly over the edge of a drainage channel that leads into the Las Vegas Wash, and for approximately one-half mile into the tributary. Facility representatives stated that a combination of garbage and gravel in the tributary area represented typical conditions for approximately two miles, the length of the tributary to the Las Vegas Wash. In addition, EPA observed exposed medical waste and syringes in the southern portion of the Site. In this same area, prominent gullies that flow towards the Las Vegas Wash also contained significant amounts of trash. Items resembling medical waste (small plastic cylinders, tubing, and rectangular plastic receptacles) were observed in the gullies beyond the southern perimeter of the landfill. A strong rotten egg smell was present, indicating presence of Hydrogen Sulfide (H₂S).

13. During the November 1998 inspection, EPA representatives also conducted an evaluation of an open dump in the northeast canyon area (See Attachment A). EPA representatives observed evidence of significant ponding, municipal garbage, and exposed, uncontrolled sewage sludge. EPA inspectors observed a substantial quantity of uncovered trash and debris, including 55-

gallon drums embedded in the sediment. EPA observed that trash from this area flowed into the main diversion channel to the Las Vegas Wash after the September 1998 storm event.

14. On September 18, 1998, Desert Research Institute ("DRI") inspected the Site and observed two groundwater discharge seeps in addition to springs at the Site. Samples collected from the spring closest to the Site contained elevated levels of nitrates and selenium exceeding the maximum concentration limit (MCL). DRI also observed inadequacies in landfill cover construction and the management of stormwater discharges. Elevated nitrates in the springs may be indicators of landfill leachate discharging to the surface. DRI stated that the seeps and springs indicate infiltration into the landfill.

15. An EPA review of documents identified at least five storm events since 1995 which resulted in problems similar to those caused by the September 1998 storm event. Other rainfall events have caused discharge of solid waste from the Site on, but not limited to, the following dates: May and June 1995, July 1996, November 1996, February through April 1997, September and October 1997, and July 1998. Erosion, debris and ponding resulted from rain events during May and June 1995. Photographs dated June 7, 1995, depict exposed medical waste, solid waste exposed by erosion, massive failure of the surface water control system, damage to the berm around the major culvert, waste adhering to native vegetation in the major drainage ditch approximately 400 yards from a cell, and erosion throughout the Site and on the slope of the asbestos cell. Release of debris also resulted from storm events in July 1996. Erosion was increased as a result of rain events in November 1996. Erosion, rilling and ponding were caused by rain events from February through April 1997. Erosion, fissures, settlement of the landfill cover areas and exposure of wastes resulted from rain events in September and October 1997. Erosion and exposure of asbestos resulted from rain events in June and July 1998.

16. The Las Vegas Wash is the surface water outlet for the Las Vegas Metropolitan area, one of the fastest growing urban areas in the United States. The Wash transports stormwater run-off, shallow groundwater discharge, and tertiary treated sewage effluent from the Las Vegas area to Las Vegas Bay, into Lake Mead, and in turn, to the Colorado River. The Las Vegas Wash contains a variety of aquatic species, including crayfish, carp, bass, and blue fish. The razor back sucker, southwestern fly catcher and the Yuma clapper rail, all listed as endangered pursuant to the Endangered Species Act of 1973, are found at the Wash.

17. Solid waste in surface water is harmful because it may lead to an increase in nitrate nitrogen, a decrease in dissolved oxygen, and increased levels of potentially harmful microorganisms, such as coliform bacteria and other pathogens. High concentrations of nitrate can contribute to excessive growth of aquatic plants, depletion of oxygen, fishkills, and general degradation of aquatic habitats. Sufficient dissolved oxygen is critical to aquatic biota. Solid waste may contain infectious wastes, typically animal or human fecal waste (coliform bacteria, protozoa, and other pathogens) and bloodborn pathogens from medical wastes (viruses, bacteria, fungus, yeast). Solid waste discharged into Las Vegas Wash may impact aquatic and avian species and may carry infectious and bloodborn pathogens into Lake Mead.

18. Methane is one of the major constituents of landfill decomposition gas. Methane gas may pose a serious explosive hazard. Landfill gas not properly vented may result in groundwater contamination.
19. The Closure Plan identifies the presence of the desert tortoise at the Site. The desert tortoise (*Gopherus agassizii*) in the Mojave desert (north and west of the Colorado River) was Federally listed under emergency provisions of the Endangered Species Act of 1973 as endangered on August 4, 1989 and permanently listed as a threatened species on April 2, 1990. The desert tortoise was listed because of direct losses and threats to tortoise populations. Exposed solid waste may adversely impact the desert tortoise. Tortoises often consume foreign objects, including garbage, while foraging. These objects can cause internal obstructions if consumed. Exposure to Hydrogen Sulfide can lead to respiratory decline. Habitat destruction due to soil erosion is also of concern at the Site.
20. At several locations at the Site, the Las Vegas Bearpoppy (*Arctomecon Californica*) was observed. The Las Vegas Bearpoppy is subject to management as a "special status plant" by the Bureau of Land Management Las Vegas Field Office. As a "special status plant," BLM determined that the plant was at risk and required special management to prevent future listing pursuant to the Endangered Species Act of 1973, 16 U.S.C §§1531, et seq. Exposed solid waste adversely impacts Bearpoppy habitat. Gravel observed in the gullies after the September 1998 storm event compromised the composition of geologic native soils that form the prime geologic habitat for the Bearpoppy.
21. To restrict access, CCPW posted signs around the Site at points of entry and BLM published a notice in the *Federal Register*. However, EPA's observations at the Site show evidence of trespassers on foot and in motorized vehicles. Construction workers are also present at the Site.
22. On October 5, 1998, NDEP issued a Finding of Violation and Order to CCPW and Republic Silver State Disposal to evaluate the adequacy of the stormwater diversion system at the Site, including recommendations for improving or modifying the design. In letters dated January 28, 1999 and March 24, 1999, NDEP determined that plans submitted by Republic Silver State Disposal were incomplete and inadequate.
23. On October 6, 1998, Clark County Health District issued a Corrective Action Order to CCPW and Republic DUMPCO, as well as to BLM requiring these parties to review erosion/run-off control structures, document the proper disposal of wastes removed from existing cells, from off Site dry washes, and the Las Vegas Wash, and submit plans for changes to the erosion/run-off structures and the landfill cells. On November 6, 1998, Republic DUMPCO submitted a plan for a stormwater design system. On November 25, 1998, Clark County Health District found the submission insufficient. The Clark County Health District has not yet provided a response, and work pursuant to this Corrective Action Order has not begun.
24. On October 16, 1998, NDEP issued a Finding of Violation and Order to CCPW and Republic Silver State Disposal to install and sample groundwater monitoring wells at the Site. NDEP stated that previous proposals by these parties to install and sample monitoring wells have

been "completely unacceptable." On November 5, 1998, Republic Silver State Disposal filed an appeal from the Order with the Nevada Environmental Commission. On December 2, 1998, Republic Silver State Disposal submitted a groundwater monitoring plan which they agreed to implement only under certain conditions. CCPW submitted a groundwater monitoring plan which, on March 11, 1999, NDEP determined was adequate only to provide baseline monitoring.

IV. CONCLUSIONS OF LAW AND DETERMINATION

Based on the Findings of Fact set forth above, EPA has concluded and determined that:

1. Respondent Clark County Public Works Department ("CCPW") is a political subdivision of the State of Nevada that has leased 720 acres at the Site from 1962 through the present and is a "person" as defined in Section 1004(15) of the Act, 42 U.S.C. §6903(15).
2. Respondent SSDS Liquidating Corporation is organized under the laws of the State of Nevada and through its predecessor corporation, Disposal Urban Maintenance Processing Corporation, Inc. (DUMPCO), operated at the Site from 1975 through at least August 1997. SSDS Liquidating Corporation is a "person" as defined in Section 1004(15) of the Act, 42 U.S.C. §6903(15).
3. Respondent Republic Industries, Inc. ("RII") is organized under the laws of the State of Delaware and through its predecessor corporation, Disposal Urban Maintenance Processing Corporation, Inc. (DUMPCO), operated at the Site from 1975 through at least August 1997. Republic Industries, Inc. is a "person" as defined in Section 1004(15) of the Act, 42 U.S.C. §6903(15).
4. Respondent Republic Disposal Urban Maintenance Processing Company, Inc. ("Republic DUMPCO"), and Respondent Republic Silver State Disposal, Inc. ("RSSD"), are each a corporation organized under the laws of the State of Nevada and are or were wholly-owned subsidiaries of Respondent RII. Republic DUMPCO and RSSD have been operating the Site from August 1997 through the present and are each a "person" as defined in Section 1004(15) of the Act, 42 U.S.C. §6903(15).
5. The trash, debris, containers, asbestos, sewage sludge, and other substances described in Section III., above are "solid wastes" as defined by Section 1004 of RCRA, 42 U.S.C. § 6903, which may present an imminent and substantial endangerment to health or the environment under Section 7003 of RCRA, 42 U.S.C. § 6973.
6. Respondents' failure to adequately close and maintain the Site to minimize soil erosion, leachate to groundwater, explosive hazard from landfill gases, and run-on and run-off of stormwater presents or may present an imminent and substantial endangerment to health or the environment under Section 7003 of RCRA, 42 U.S.C. §6973.
7. The past or present handling, storage, treatment, transportation or disposal "solid wastes" as defined by Section 1004 of RCRA, 42 U.S.C. §6903 by Respondents, as described in Section III.

above may present an imminent and substantial endangerment to health or the environment under Section 7003 of RCRA, 42 U.S.C. §6973.

8. Respondents are liable under Section 7003 of RCRA, 42 U.S.C. §6973, because they have contributed and/or are contributing to the handling, storage, treatment, transportation or disposal of solid waste and/or hazardous waste at the Site.

9. Respondents are liable under Section 7003 of RCRA, 42 U.S.C. § 6973, to take all necessary corrective action with respect to the Sunrise Landfill, in order to abate such imminent and substantial endangerment.

10. Based on the foregoing FINDINGS OF FACT AND CONCLUSIONS OF LAW, on the administrative record, and upon evidence and information that the past or present handling, storage, treatment, transportation or disposal of solid waste by Respondents at the Site may present an imminent and substantial endangerment to health or the environment, the Director has determined that issuance of this Order is necessary to protect public health and the environment.

ORDER

Based on the foregoing FINDINGS OF FACT AND CONCLUSIONS OF LAW, the administrative record, and the foregoing determination, it is hereby ORDERED that:

Respondents shall fully cooperate with EPA and its authorized representatives in carrying out the provisions of this Order, including the taking of all actions set forth below within the time periods and in the manner prescribed, as required by this Order.

V. DEFINITIONS

1. Unless otherwise expressly provided herein, terms used in this Order which are defined in 42 U.S.C. §§6903 and 40 C.F.R. §258.2, shall have the meaning assigned to them in the statute or implementing regulations.

2. "Site" shall mean the Sunrise Mountain Landfill, as identified in Attachment A, including the 720 acres leased by CCPW as well as other areas where solid waste has been disposed, including the Northeast Canyon Area, the Eastern Perimeter Area, the Southern Wash Area, and the Western Burn Pit Area (See Attachment A) .

3. "Work" shall mean those requirements set forth in Section VI. herein (Work to Be Performed).

VI. WORK TO BE PERFORMED

1. Respondents are ordered to perform the Work and make submittals and certifications as set forth below within the time schedules specified. All days specified below are consecutive

calendar days from the Effective Date of this Order. Due dates falling on a Saturday, Sunday, or federal holiday will be automatically extended to the next business day.

2. The Respondents shall submit a monthly progress report ("Progress Report") by the fifteenth (15th) day following the end of the first full calendar month after the Effective Date of this Order, and by the fifteenth (15th) day of every month thereafter, as provided in Section VII.
3. For all Work, Respondents shall evaluate potential impacts to Threatened and Endangered Species or Critical Habitat, as those terms are defined by the Endangered Species Act of 1973, 16 U.S.C. §§1531, et seq. Respondents shall detail mitigation measures for any potential impacts to Threatened and Endangered Species within plans and work plans.
4. For all Work, Respondents may use as guidance the Criteria for Municipal Solid Waste Landfills in 40 C.F.R. 258 and the EPA "*Solid Waste Disposal Facility Criteria: Technical Manual*" (Office of Solid Waste number 530-R-93-017, NTIS number PB94-100 450).
5. All contractors, transporters and treatment, storage, disposal or recycling facilities used or proposed for use during this action are subject to EPA approval.
6. Any noncompliance with the Work to Be Performed or the schedules set forth within this section shall be considered a violation of this Order.

A. RUN-ON/RUN-OFF CONTROLS

To abate the imminent and substantial endangerment presented by inadequate run-on/run-off controls at the Site, Respondents shall complete the requirements set forth in Paragraphs 19-23 of the Findings of Violation and Order for Compliance pursuant to Section 309(a) of the Clean Water Act, EPA Docket No. CWA-309-9-99-14, issued by EPA concurrently with this Order. Those requirements are incorporated by reference herein. EPA approval of Work pursuant to the Clean Water Act Findings of Violation and Order shall be deemed in compliance with these requirements.

B. FACILITY ASSESSMENT AND CORRECTIVE MEASURES

1. Within 30 days after the effective date of this Order, Respondents shall prepare a Landfill Assessment Work Plan for approval by EPA. The plan shall address all areas identified in Attachment A, including the Northeast Canyon Area, Eastern Perimeter Area, and Western Burn Pits Area and include, at a minimum, the following:
 - a. Identify the location and acreage of disturbance or waste disposal.
 - b. Assessment of the total volume by type of waste disposed in all areas.
 - c. Evaluation of the existing final cover over all areas, which at minimum:
 - i. assesses cover thickness, suitability of cover material to minimize infiltration, wind erosion and water erosion designed to prevent further washout of waste or exposure of waste to the surface;

- ii. assesses slope stability;
- iii. details areas with erosion impacts, such as erosion gullies, waste washout and storm damage; and
- iv. details areas with exposed waste imbedded in the cover.
- d. Assessment of landfill gas levels and constituents.
- e. Assessment of impacts to groundwater, and run-off impacts to groundwater and surface water.
- f. Detailed description of the sampling and analytical methods to be used.
- g. Detailed schedule of work to be performed.
- h. Thorough characterization of the hydrogeologic setting for use in developing a Groundwater Monitoring and Corrective Action Program detailed in item 3. c. below. Submit this characterization as part of the hydrologic and hydrogeologic report required by Paragraph 19 of CWA Docket No. CWA-309-9-99-14.

2. Within seven (7) days after Landfill Assessment Work Plan approval, Respondents shall initiate activities described in that Work Plan. The Landfill Assessment Work Plan shall require the completion of all activities and submittal of a Landfill Assessment Report to EPA for approval, within forty-five (45) days of Work Plan approval. The Landfill Assessment Report shall describe the results of the activities conducted pursuant to the Landfill Assessment Work Plan.

3. Within 60 days after approval of the Landfill Assessment Report, Respondent shall prepare a Landfill Corrective Measures Plan for approval by EPA. The Landfill Corrective Measures Plan shall include a Final Cover Corrective Measures Plan, a Gas Monitoring and Corrective Action Program, a Groundwater Monitoring and Corrective Action Program. The Corrective Measures Plan may consider use of an alternative final cover where appropriate and may consider clean closure and consolidation of waste areas. The Plan shall consider final Site use and installation of a gas collection system. Respondents shall coordinate the Landfill Corrective Measures Plan with the run-on/run-off controls required by Section VI. A. above. At a minimum, the Landfill Corrective Measures Plan shall include the following:

- a. Final Cover Corrective Measures Plan for the landfill, in which the extent includes all units containing waste and include the following:
 - i. description of the final cover, designed to minimize infiltration and wind and water erosion and to prevent further washout of waste or exposure of waste to the surface;
 - ii. an estimate of the largest area of the MSWLF unit requiring installation of a final cover;
 - iii. the methods and procedures to be used to install final cover.
- b. A Gas Monitoring and Corrective Action Program designed to routinely ensure that:
 - i. the concentration of methane gas does not exceed 25 percent of the lower explosive limit for methane in facility structures;
 - ii. the concentration of methane gas does not exceed the lower explosive limit for methane at the facility property boundary;

- iii. the emission of toxic gases does not exceed risk-based levels;
 - iv. corrective action measures are implemented whenever landfill gas levels are detected in excess of the limits identified in VI.B.3.b.i-iii herein; and
 - v. gas monitoring results are submitted quarterly.
- c. A Groundwater Monitoring and Corrective Action Program designed to detect and measure groundwater contamination from the Landfill and to provide corrective action measures to remediate detected contamination. The program shall include:
- i. a groundwater monitoring system which consists of a sufficient number of wells, installed at appropriate locations and depths, to yield groundwater samples from the uppermost aquifer that:
 - (1) represent the quality of background groundwater that has not been affected by leakage from a unit,
 - (2) represent the quality of groundwater passing relevant downgradient points as determined by Site-specific technical information,
 - (3) determine the number, spacing, and depths of monitoring systems based upon Site-specific technical information.
 - ii. Groundwater sampling and analysis procedures designed to ensure monitoring results which provide an accurate representation of groundwater quality at the background and downgradient wells;
 - iii. a detection monitoring program which at minimum includes monitoring for the constituents listed in Appendix I of 40 C.F.R. 258;
 - iv. an assessment monitoring program for use whenever a statistically significant increase over background has been detected for one or more listed constituents;
 - v. procedures to assess corrective measures for remediating groundwater contamination. Assessment shall include an analysis of the effectiveness of potential corrective measures and procedure for selection of remedies, including a schedule(s) for initiating and completing remedial activities.
 - vi. Procedures to initiate and complete selected corrective measures.
 - vii. Procedures to submit groundwater monitoring results, procedures for reporting on any detection of groundwater contamination and assessment of groundwater contamination, and procedures for reporting on the status of corrective measures for remediating any groundwater contamination.
- d. A detailed schedule for completing the requirements of the Landfill Corrective Measures Plan.

4. Within seven (7) days after Landfill Corrective Measures Plan approval, Respondents shall initiate activities described in that Plan.

5. Within thirty (30) days following completion of the Landfill Corrective Measures Plan, Respondents shall submit to EPA a certification, signed by an independent Registered Professional Engineer, verifying that closure has been completed in accordance with the Landfill Corrective Measures Plan.

6. Within fifteen (15) days of submitting certification to EPA, Respondents shall place the certification in the operating record.

C. LONG TERM OPERATION AND MAINTENANCE REQUIREMENTS

1. Within sixty (60) days prior to completing the requirements of the Landfill Corrective Measures Plan, Respondents shall submit, for approval by EPA, a Long Term Operation and Maintenance Plan for the Site. The plan shall include, at a minimum:

- a. Maintaining the integrity and effectiveness of the final cover, including, a regular maintenance schedule, making repairs to the cover as necessary to correct the effects of settlement, subsidence, erosion, or other events, and preventing run-on and run-off from eroding or otherwise damaging the final cover.
- b. Maintaining and monitoring the Storm Water Plan as required by CWA Order # CWA-309-9-99-14 and Section VI. A of this Order.
- c. Maintaining and operating the gas monitoring system as detailed in the approved Gas Monitoring and Corrective Action Program.
- d. Maintaining the groundwater monitoring system and monitoring groundwater as detailed in the approved Groundwater Monitoring and Corrective Action Program. Submit monitoring and reporting in accordance with the requirements of approved Program.

2. Respondents shall perform corrective actions based on gas monitoring or groundwater monitoring results.

3. Groundwater monitoring requirements may be suspended by EPA if Respondents can demonstrate that there is no potential for migration of hazardous constituents from the landfill to the uppermost aquifer (as defined in 40 C.F.R. 258.2) during the post-closure operation and maintenance period. This demonstration must be certified by a qualified groundwater scientist and approved by the EPA, and must be based upon groundwater monitoring results from the approved Groundwater Monitoring and Corrective Action Program

4. Subsequent to EPA approval of the Long Term Operation and Maintenance Plan for the landfill, Respondents shall conduct long-term operation and maintenance in accordance with the approved Plan until EPA determines that post-closure operation and maintenance is no longer necessary to protect human health and the environment.

5. Within fifteen (15) days after approval of the Long Term Operation and Maintenance Plan, Respondents shall place the Plan in the operating record.

6. Within thirty (30) days after completion of the post-closure operation and maintenance period, Respondents shall notify EPA that a certification, signed by an independent Registered Professional Engineer verifying that post-closure operation and maintenance has been completed in accordance with the Landfill Long Term Operation and Maintenance Plan.

7. Within 15 days of submitting certification to EPA, Respondents shall place the certification in the operating record.

VII. NOTICES AND SUBMISSIONS

1. Whenever, under the terms of this Order, written notice is required to be given or a report or other document is required to be submitted to EPA, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the Respondents in writing. All notices and submissions shall be sent by either certified mail, return receipt requested or overnight mail and shall be effective upon receipt, unless otherwise provided herein.

Susanna Trujillo, Project Coordinator
U.S. EPA Region 9
75 Hawthorne Street (WST-7)
San Francisco, CA 94105-3901

2. Respondents shall make two copies for each of the submittals, including Progress Reports, required under Section VI. (Work to Be Performed), within the time periods specified therein to EPA as provided for above, plus copies by regular mail to:

Steve Wall, Technical Coordinator
U.S. EPA Region 9
75 Hawthorne Street (WST-7)
San Francisco, CA 94105-3901

Mike Moran
Bureau of Land Management Las Vegas Field Office
4765 Vegas Drive
Las Vegas, NV 89108

VIII. APPROVALS/DISAPPROVALS

1. After review of any deliverable, plan, report, or other item which is required to be submitted for review and approval pursuant to this Order, EPA may: (a) approve the submission; (b) approve the submission with modifications; (c) disapprove the submission and direct Respondents to re-submit the document after incorporating EPA's comments; or (d) disapprove the submission. As used in this Order, the terms "approval by EPA," "EPA approval" or a similar term means the actions described in clauses (a) or (b) of this paragraph.

2. In the event of approval or approval with modifications by EPA, Respondents shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA.

3. Upon receipt of a notice of disapproval or a request for a modification, Respondents shall, within seven (7) days or such longer time as specified by EPA in its notice of disapproval or

request for modification, correct the deficiencies and resubmit the plan, report, or other item for approval. Notwithstanding the notice of disapproval or approval with modifications, Respondents shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission.

4. If any submission is not approved by EPA after re-submission in accordance with the immediately preceding paragraph, Respondents shall be deemed in violation of the provision of this Order requiring Respondents to submit such plan, report or item.

5. Any deliverables, plans, reports or other item required by this Order to be submitted for EPA review and approval are, upon approval of EPA, incorporated into this Order and enforceable hereunder.

IX. ACCESS TO SITE NOT OWNED BY RESPONDENTS

1. To the extent the Site, any off-Site area that is to be used for access, any property where documents required to be prepared or maintained by this Order are located, or other property subject to or affected by the clean-up, is owned or leased in whole or in part by parties other than those bound by this Order, Respondents will use their best efforts to obtain Site access agreements from the present owner(s) and/or lessees. Such efforts must be made within thirty (30) days of the Effective Date of this Order, if the need for Site access is known as of the Effective Date of the Order, or, if not known as of the Effective Date of this Order, within thirty (30) days of EPA approval of any work plan, report or document pursuant to this Order which requires Work on such property. "Best efforts" as used in this paragraph shall include, at a minimum, but shall not be limited to: (a) certified letter(s) from Respondents to the present owner(s) and/or lessee(s) of the property requesting access agreements to permit Respondents, EPA and their authorized representatives access to such property; and (b) the payment of reasonable compensation in consideration for such access.

2. All Site access agreements entered into pursuant to paragraph 1 of this Section shall provide access for EPA, its contractors and oversight officials, the state and its contractors and Respondents and Respondents' authorized representatives and contractors. Such agreements shall specify that Respondents are not EPA's representative with respect to liability associated with Site activities. Respondents shall save and hold harmless the United States and its officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action or other costs incurred by the United States including but not limited to attorneys fees and other expenses of litigation and settlement arising from or on account of acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Order. Copies of such agreements shall be provided to EPA prior to Respondents' initiation of field activities.

3. If access agreements are not obtained within the time set forth above, Respondents shall immediately notify EPA, in writing, of the failure to obtain access, specifying the efforts undertaken to obtain access. Subject to the United States' non-reviewable discretion, the U.S.

EPA may elect to use its legal authorities to obtain access as necessary for implementation of response actions taken pursuant to this Order. EPA may also perform those response actions with EPA contractors at the property in question, or may terminate the Order if Respondents cannot obtain access agreements. If EPA performs those tasks or activities with contractors and does not terminate the Order, Respondents shall perform all other activities not requiring access to that property, and shall reimburse EPA to the full extent allowed by law for all response costs incurred in performing such activities. Respondents shall integrate the results of any such tasks undertaken by EPA into its reports and deliverables.

X. ACCESS TO SITE AND DATA/DOCUMENT AVAILABILITY

1. Respondents shall allow the U.S. EPA and its authorized representatives and contractors to enter and freely move about the Site at all reasonable times for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Site, related to Respondents and their representatives or contractors pursuant to this Order; reviewing the progress of the Respondents in carrying out the terms of this Order; conducting tests as EPA or its authorized representatives or contractors deem necessary; using a camera, sound recording device or other documentary type equipment; verifying the data submitted to EPA by Respondents and copying all records, files, photographs, documents, sampling and monitoring data, and other writings related to work undertaken in carrying out this Order. Nothing herein shall be interpreted as limiting or affecting EPA's right of entry or inspection authority under Federal law.

2. Respondents may assert a business confidentiality claim covering all or part of the information submitted to EPA pursuant to the terms of this Order in the manner prescribed by 40 C.F.R. §2.203(b) to the extent such claim is not inconsistent with any other provisions of law. Any assertion of confidentiality shall be adequately substantiated by the Respondents making the claim when the assertion is made, in accordance with 40 C.F.R. §2.204(e). Information subject to a confidentiality claim shall be disclosed only to the extent and by means of the procedures set forth in 40 C.F.R. Part 2, Subpart B. If no such confidentiality claim accompanies the information when it is submitted to EPA, it may be made available to the public by EPA without further notice to the Respondents making the claim. Respondents shall not assert any business confidentiality claim with regard to Site conditions or any physical, sampling, monitoring or analytical data.

3. Respondents shall maintain for the period during which this Order is in effect an index of documents that Respondents claim contain confidential business information. The index shall contain, for each document, the date, author, addressee, and subject of the document. Upon written request from EPA, Respondents shall submit a copy of the index to EPA.

XI. ENDANGERMENT AND EMERGENCY RESPONSE

1. In the event Respondents identify a current or immediate threat to human health and the environment, Respondents shall immediately notify the EPA Project Coordinator (or if not available, the Technical Coordinator) by telephone. If neither of these persons are available,

Respondents shall immediately notify the EPA Region IX Emergency Response Section by calling (415) 744-2000. In addition to notification by telephone, written notification shall be made to EPA within twenty-four (24) hours of first obtaining knowledge of the threat, summarizing the immediacy and magnitude of the current or immediate threat to human health and the environment. Respondents shall take immediate action to prevent, abate, or minimize the threat in consultation with EPA's Project Coordinator and in accordance with all applicable provisions of this Order. Respondents shall thereafter submit for EPA approval a plan to mitigate the threat, as soon as possible but no later than five (5) days after identification of the threat. EPA will approve or modify the plan, and Respondents shall implement the plan as approved or modified by EPA. In the event that Respondents fail to take appropriate response action as required by this Section, and EPA takes that action instead, Respondents shall reimburse EPA for all costs of the response action to the full extent allowed by law.

2. If EPA determines that any action or occurrence during the performance of the Work causes or threatens to cause a release or disposal of hazardous substances, pollutants or contaminants, regulated substances or hazardous or solid wastes which may present an imminent and substantial endangerment to the public health or welfare or the environment, EPA may direct Respondents to undertake any action EPA determines is necessary to abate such disposal or release or threatened release and/or direct Respondents to cease activities Respondents are then undertaking pursuant to this Order for such time as may be needed to abate any such disposal or release or threatened release.

3. Nothing in this Section shall be deemed to limit any authority of the United States to take, direct or order all appropriate action to protect human health and the environment or to prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, regulated substances or hazardous or solid wastes at or from the Site.

XII. RECORD PRESERVATION

1. Respondents shall upon request provide to the U.S. EPA copies of all documents and information within its possession and/or control or that of its contractors, employees or agents relating to activities at the Site or to the implementation of this Order, including but not limited to sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to EPA for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

2. Until five (5) years after termination of this Order, Respondents shall preserve and retain all records and documents in its possession or control, including the documents in the possession or control of its contractors, employees or agents on and after the Effective Date of this Order that relate in any manner to the Site, including but not limited to records, documents or other information relating to its potential liability with regard to the Site. At the conclusion of this document retention period, Respondents shall notify the United States at least ninety (90)

calendar days prior to the destruction of any such records or documents, and upon request by the United States, shall deliver any such records or documents to EPA.

3. Until five (5) years after termination of this Order, Respondents shall preserve, and shall instruct its contractors and agents to preserve, all documents, records, and information of whatever kind, nature or description relating to the performance of the Work. Upon the conclusion of this document retention period, Respondents shall notify the United States at least ninety (90) days prior to the destruction of any such records, documents or information, and, upon request of the United States, shall deliver all such documents, records and information to EPA.

4. Upon submitting documents to EPA, Respondents may assert confidentiality claims pursuant to 40 C.F.R. Part 2. Information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is submitted to the EPA, the public may be given access to such information without further notice to Respondents.

XIII. PROJECT COORDINATORS

1. Within three (3) days after the Effective Date of this Order, Respondents shall designate a Project Coordinator for the Work for which it is responsible and shall submit the name, address, and telephone number of the Project Coordinator to EPA for review and approval. Respondents' Project Coordinator shall be responsible for overseeing Respondents' implementation of this Order. If Respondents wish to change their Project Coordinator, Respondents shall provide written notice to EPA, five (5) days prior to changing the Project Coordinator, of the name and qualifications of the new Project Coordinator.

2. EPA hereby designates Susanna Trujillo as the EPA Project Coordinator for items listed under Section VI of this Order. EPA has the unreviewable right to change its Project Coordinator. If EPA changes its Project Coordinator, EPA will inform Respondents in writing of the name, address, and telephone number of the new Project Coordinator.

3. The EPA Project Coordinator will be EPA's primary designated representative at the Site. To the maximum extent possible, all communications, whether written or oral, between Respondents and EPA concerning the Work to Be Performed pursuant to this Order shall be directed through the Project Coordinator.

XIV. QUALITY ASSURANCE, SAMPLING, DATA ANALYSIS AND PRIOR NOTICE OF FIELD ACTIVITIES

1. Respondents shall comply with the quality assurance and quality control requirements described in *EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations* (EPA QA/R-5, August 1994). In addition, Respondents shall plan for the collection of environmental samples and conduct all sample collection and analysis activities required under this Order consistent with *Guidance for the Data Quality Objectives Process*, (EPA

QA/G-4, September 1994), *Preparation of a U.S. EPA Region 9 Field Sampling Plan for Private and State-Lead Superfund Projects*, (9QA-06-03, August, 1993) and *Test Methods for Evaluating Solid Waste*, (SW-846, January 1995) and any amendments to these documents. To provide quality assurance and maintain quality control, Respondents shall:

- a. Use only laboratories which have a documented Quality Assurance Program which meets the quality assurance and quality control requirements required by EPA.
 - b. Ensure that the laboratories used by Respondents perform analyses according to a method or methods deemed satisfactory to EPA. If methods other than those in SW-846 are proposed for use, Respondents shall submit all proposed protocols accompanied by an appropriate justification and a demonstration of the effectiveness and applicability of the proposed alternative to EPA for approval at least thirty (30) days prior to the commencement of analysis and shall obtain EPA approval prior to the use of such protocols.
 - c. Ensure that EPA personnel and EPA's authorized representatives are allowed access to the laboratory and personnel utilized by Respondents for analyses.
2. Respondents shall notify EPA at least three (3) days before engaging in any Work at the Site pursuant to this Order. At the request of EPA, Respondents shall provide or allow EPA or its authorized representatives to draw split or duplicate samples of all samples collected by Respondents with regard to this Site or pursuant to this Order. Nothing in this Order shall limit or otherwise affect EPA's authority to draw samples pursuant to applicable law, including, but not limited to, RCRA and CERCLA.
3. Respondents shall submit to EPA the results of all sampling and/or tests and other data generated by, or on behalf of, Respondents, in accordance with the requirements of this Order, the Attachments appended hereto and made a part hereof and the documents, including work plans, approved under this Order.

XV. DELAY IN PERFORMANCE

1. Any delay in performance of this Order that, in EPA's judgment, is not properly justified by Respondents under the terms of this paragraph shall be considered a violation of this Order. Any delay in performance of this Order shall not affect Respondents' obligations to fully perform all obligations under the terms and conditions of this Order.
2. Respondents shall notify EPA of any delay or anticipated delay in performing any requirement of this Order. Such notification shall be made by telephone to EPA's Project Coordinator or Technical Coordinator within twenty-four (24) hours after Respondents first know or should have known that a delay might occur. Respondents shall adopt all reasonable measures to avoid or minimize any such delay. Within two (2) business days after notifying EPA by telephone, EPA shall be provided with written notification fully describing the nature of the delay, any justification for the delay, any reason why Respondents should not be held strictly

accountable for failing to comply with any relevant requirements of this Order, the measures planned and taken to minimize the delay, and a schedule for implementing the measures that will be taken to mitigate the effects of the delay. Increased costs or expenses associated with implementation of the activities called for in this Order is not a justification for any delay in performance.

XVI. RESERVATION OF RIGHTS, NON-WAIVER, COMPLIANCE WITH LAWS AND ENFORCEMENT

1. EPA hereby reserves all of its statutory and regulatory powers, authorities, rights, remedies and defenses, both legal and equitable, including the right to disapprove Work performed by Respondents pursuant to this Order, to perform any portion of the Work required herein and to require that Respondents perform tasks in addition to those required by this Order, including additional Site characterization, feasibility studies and/or response or corrective actions pursuant to RCRA, CERCLA, Clean Water Act, or other applicable legal authority. EPA reserves its right to seek reimbursement from Respondents for such costs incurred by the United States to the full extent allowed by law. This Order shall not be construed as a covenant not to sue, release, waiver or limitation of any rights, remedies, powers or authorities, civil or criminal, which EPA has under RCRA, CERCLA, Clean Water Act, or any other statutory, regulatory or common law enforcement authority of the United States.

2. EPA further reserves all of its statutory and regulatory powers, authorities, rights and remedies, both legal and equitable, which may pertain to Respondents' failure to comply with any of the requirements of this Order, including without limitation, the assessment of penalties under Section 7003 of RCRA, 42 U.S.C. §6973. Nothing in this Order shall limit or preclude EPA from taking any additional enforcement actions, including modification of this Order or issuance of additional Orders, or from requiring Respondents in the future to perform additional activities pursuant to any other applicable law or regulation, and/or from taking additional actions as EPA may deem necessary at the Site where the Respondents are engaged in the handling, storage, treatment, transportation or disposal of any solid waste, including the performance of any portion of the Work or tasks in addition to those required by this Order. EPA reserves its right to seek reimbursement from Respondents for such costs incurred by the United States to the full extent allowed by law.

3. All activities by Respondents pursuant to this Order shall be performed in accordance with the requirements of all applicable federal, state and local laws and regulations. Compliance by Respondents with the terms of this Order shall not relieve Respondents of their obligations to comply with RCRA or any other applicable federal, state or local laws and regulations.

4. This Order is not, and shall not be construed as a permit issued pursuant to any federal, state or local statute or regulation. This Order does not relieve Respondents of any obligation to obtain and comply with any federal, state or local permit. Where any portion of the Work requires a federal, state or local permit or approval, Respondents shall submit timely applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

5. Notwithstanding any provision of this Order, the United States hereby retains all of its information gathering, inspection and enforcement authorities and rights under Section 3007 of RCRA, 42 U.S.C. §6927 and any other applicable statutes or regulations.

6. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, entity or corporation for any liability such person, firm, partnership, entity or corporation may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, regulated substances, pollutants, or contaminants found at, taken to, or taken from the Site.

7. If a court issues an order that invalidates or stays any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XVII. OPPORTUNITY TO CONFER

1. Respondents may, within five (5) days after receipt of this Order, request a conference with EPA to discuss this Order.

2. The purpose and scope of the conference shall be limited to issues involving the implementation of the Work and any other response actions required by this Order and the extent to which Respondents intend to comply with this Order. This conference is not an evidentiary hearing, and does not constitute a proceeding to challenge this Order. It does not give Respondents a right to seek review of this Order, or to seek resolution of potential liability, and no official stenographic record of the conference will be made. At any conference held pursuant to Respondents' request, Respondents may appear in person or by an attorney or other representative.

3. Requests for a conference must be made by telephone ((415) 744-1372) followed by written confirmation mailed that day to Allyn L. Stern, Assistant Regional Counsel, US EPA Office of Regional Counsel (ORC-3), 75 Hawthorne Street, San Francisco, CA 94105-3901.

XVIII. NOTICE OF INTENTION TO COMPLY

1. Respondents shall provide, not later than three (3) days after the Effective Date of this Order, written notice to Allyn L. Stern, Assistant Regional Counsel, at the address set forth above, stating whether it will comply with the terms of this Order. If Respondents do not unequivocally commit to perform the Work required by this Order, Respondents shall be deemed to have violated this Order and to have failed or refused to comply with this Order. The absence of a response by EPA to the notice required by this paragraph shall not be deemed to be acceptance of any assertions that Respondents may make in its respective notice.

XIX. PENALTIES FOR NON-COMPLIANCE

1. Section 7003(b) of RCRA, 42 U.S.C. §6973(b), provides as modified by the Debt Collection Improvement Act of 1996 that any person who willfully violates, or fails or refuses to comply with, any Order of the Administrator under [RCRA §7003(a)] may, in an action brought in the appropriate United States district court to enforce such order, be fined not more than \$5,500 for each day in which such violation occurs or such failure to comply continues.

XX. NO FINAL AGENCY ACTION

1. Notwithstanding any other provision of this Order, no action or decision by EPA pursuant to this Order, including without limitation, decisions of the Regional Administrator, the Director of the Waste Management Division or her successor, or any authorized representative of EPA, shall constitute final agency action giving rise to any rights of judicial review prior to EPA's initiation of a judicial action for violation of this Order, which may include an action for penalties and/or an action to compel Respondents' compliance with the terms and conditions of this Order. In any action brought by EPA to enforce this Order, Respondents shall bear the burden of proving that EPA's action was arbitrary and capricious or not in accordance with law, or this Order.

XXI. EFFECTIVE DATE, TERMINATION, AND COMPUTATION OF TIME

1. This Order shall be effective without further notice ten (10) days after the Order is signed by the Director ("Effective Date"). All times for performance of ordered activities shall be calculated from this Effective Date.

2. Respondents may seek termination of this Order by submitting to EPA a written document which indicates Respondents' compliance with all requirements of this Order and the associated dates of approval correspondence from EPA. The provisions of this Order shall be deemed satisfied upon written notice from EPA that Respondents have demonstrated, to the satisfaction of EPA, that the requirements of this Order, including any additional tasks determined by EPA to be required pursuant to this Order, but not including record retention, have been satisfactorily completed. Such termination does not affect Respondents' continuing obligation to preserve all records as required in Sections X. ("Site Access/Record Retention") and XII. ("Record Preservation") and does not affect EPA's reservation of rights described in Section XVI. ("Reservation of Rights, non-Waiver, Compliance with Laws and Enforcement"), after all other requirements of the Order are satisfied.

XXII. MODIFICATION AND INTERPRETATION

1. This Order may be amended or modified by EPA. Such amendment shall be in writing and shall have as its effective date that date which is three (3) days after the date the amendment or modification is signed by the Director.

2. The EPA Project Coordinator may agree to changes in the scheduling of Work. Any such changes must be requested in writing by Respondents and be approved in writing by the EPA Project Coordinator.
3. No informal advice, guidance, suggestions or comments by EPA regarding reports, plans, specifications, schedules and any other writing submitted by Respondents will be construed as an amendment or modification of this Order.
4. The headings in this Order are for convenience of reference only and shall not affect interpretation of this Order.
5. All plans, reports, or other documents submitted under any section of this Order shall, upon approval by EPA, be incorporated by reference into this Order as if set forth fully herein.

XXIII. NOTICE TO THE STATE

1. Notice of issuance of this Order was given to the State of Nevada pursuant to Section 7003(a) of RCRA, 42 U.S.C. § 6973(a).

XXIV. ADMINISTRATIVE RECORD

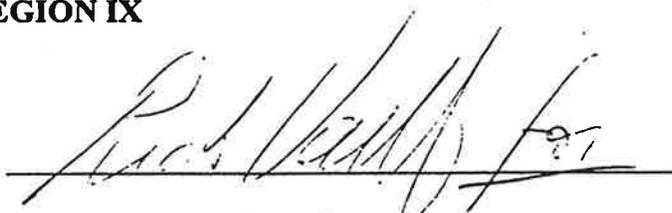
1. The administrative record supporting this Order shall be available for public review at US EPA Region 9 Library, 75 Hawthorne Street 13th Floor, San Francisco, California, 94105, telephone (415) 744-1510, from 9 a.m. to 4 p.m. Monday through Friday and at the Bureau of Land Management Las Vegas Field Office, 4765 Vegas Drive, Las Vegas, NV 89108, telephone (702)647-5053 from 9 a.m. to 4 p.m. Monday through Friday.

IT IS SO ORDERED.

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,
REGION IX**

April 26, 1999

DATE



JULIE ANDERSON, Director
Waste Management Division

ATTACHMENT A - MAP

Sunrise Landfill
Las Vegas, NV

↑
Nellis Air Force Base



McCarran Airport



0 0.5 1 1.5 2 2.5 Miles



Scale: 1:47,874

Legend	
	Drainage
	Landfill



EXHIBIT B



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105-3901

APR 26 1999

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Republic Disposal Urban Maintenance Processing Company, Inc.
Harris W. Hudson, President
110 S.E. 6th St., 28th Floor
Ft. Lauderdale, FL 33301

Certified Mail No.
Z 246 515 518

Republic Silver State Disposal, Inc.
James H. Cosman, President
110 S.E. 6th St., 28th floor
Ft. Lauderdale, FL 33301

Certified Mail No.
Z 246 515 519

Republic Industries, Inc.
H.W. Huizenga, President
516 Mola Avenue
Ft. Lauderdale, FL 33301

Certified Mail No.
Z 246 515 520

Clark County Public Works Department
Martin J. Manning, Director
500 S. Grand Central Parkway
Las Vegas, NV 89155-4000

Certified Mail No.
Z 246 515 517

Re: Sunrise Mountain Landfill
Findings of Violation and Order for Compliance
Docket No. CWA-309-9-99-14

Dear Addressees:

As you know, in September 1998 a series of storm events resulted in a significant washout and discharge of pollutants from the Sunrise Mountain Landfill ("Landfill") into the Las Vegas Wash near Lake Mead in Nevada. In November 1998, EPA conducted an inspection of the Landfill and noted numerous environmental problems including the absence of, and inadequate storm water controls. In light of the potential impact on waters of the United States and the continuing threat of pollutant discharges, the United States Environmental Protection Agency ("EPA") hereby issues the

enclosed Findings of Violation and Order for Compliance, pursuant to Sections 308 and 309 of the Clean Water Act ("CWA"), 33 U.S.C. §§ 1318 and 1319 ("Administrative Order").

This Administrative Order sets forth violations of the Nevada General Permit for Storm Water Discharges Associated with Industrial Activity (GNV0022233) including the failure to develop and implement a Storm Water Pollution Prevention Plan ("SWPPP"). The Administrative Order then requires certain work to be performed to bring the Landfill into compliance with the permit and the Clean Water Act. Work required includes, *inter alia*, interim measures to protect the site in the near term, development of an appropriate SWPPP for long term storm water control, implementation of the SWPPP, and the repair and redesign of storm water run-on and run-off control systems.

Failure to comply with the terms of the enclosed Administrative Order could subject you to a civil action for appropriate relief pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b) and/or civil penalties not to exceed \$27,500 per day for each violation under Section 309(d) of the CWA, 33 U.S.C. § 1319(d). In addition, Section 309(c) of the CWA, 33 U.S.C. § 1319(c), provides criminal penalties for either negligent or knowing violations of the CWA.

EPA is concerned about the potential impact of pollutants discharged from the Landfill into the Las Vegas Wash and potentially Lake Mead. A comprehensive solution is required to address the environmental concerns and therefore this Administrative Order is being issued simultaneously with a Unilateral Administrative Order (Docket No. RCRA 7003-09-99-0005) pursuant to section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6973. EPA has and will continue to coordinate these enforcement actions.

The Clean Water Act Administrative Order is effective upon signature. If you have any questions regarding the technical requirements of this Administrative Order, please contact David W. Basinger of my staff at (415) 744-1973. For any legal questions, please contact Laurie Kermish, Assistant Regional Counsel at (415) 744-1344.

Sincerely,

Karina Tom Bos

for
Alexis Strauss
Acting Director
Water Division

Enc.

cc: A. Biaggi, NDEP
J. Williams, NDEP
R. Holmes, Clark County

J. Schlegal, Clark County Comprehensive Planning
M. Dwyer, BLM
A. Gaddy, Republic DUMPCo
G. Walsh, Republic

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 9**

IN THE MATTER OF:

Republic Disposal Urban Maintenance Processing Co., Inc., Republic Silver State Disposal, Inc., Republic Industries, Inc. and Clark County Public Works Department, Respondents)	Docket No. CWA-309-9-99-14
)	
)	
)	
)	
)	
Proceedings under Section 308(a) and 309(a)(3), (a)(4), and (a)(5)(A) Clean Water Act, as amended, 33 U.S.C. Sections 1318(a), and 1319(a)(3), (a)(4), (a)(5)(A))	FINDINGS OF VIOLATION AND ORDER FOR COMPLIANCE
)	
)	

STATUTORY AUTHORITY

The following Findings are made and Order is issued pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by sections 308(a) and 309 (a)(3), (a)(4), and (a)(5)(A) of the Clean Water Act, as amended ("Act"), 33 U.S.C. §§ 1318 (a), 1319 (a)(3), (a)(4), and (a)(5)(A). This authority has been delegated to the Regional Administrator of EPA, Region 9, and re-delegated by the Regional Administrator to the Director of the Water Division of EPA, Region 9.

FINDINGS OF VIOLATION

On the basis of the following facts, the Director of the Water Division of EPA, Region 9, finds that Republic Disposal Urban Maintenance Processing Co., Inc. (Republic Dumpco), Republic Silver State Disposal, Inc. ("RSSD"), Republic Industries, Inc. ("RII"), and Clark County Public Works ("CCPW") are in violation of National Pollutant Discharge Elimination System (NPDES) General Permit No. GNV0022233, and in violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a):

1. Clark County Public Works Department (CCPW) is a political subdivision of the State of Nevada and is therefore a person pursuant to section 502(5) of the Act. 33 U.S.C. § 1362(5). CCPW leases approximately 720 acres of land from the U.S. Bureau of Land Management (BLM) upon which is located significant portions of the Sunrise Mountain Landfill. According to the terms of the lease, CCPW is required

to comply with all local, State and Federal laws and regulations.

2. Republic Disposal Urban Maintenance Processing Co., Inc. ("Republic DUMPCo") and Republic Silver State Disposal, Inc. ("RSSD") are each a corporation organized under the laws of the State of Nevada and are or were wholly-owned subsidiaries of Republic Industries, Inc., ("RII"), a Delaware corporation. Republic DUMPCo, RSSD, and RII (hereinafter collectively "Republic") are therefore each a person pursuant to section 502(5) of the Act, 33 U.S.C. § 1362(5). Republic is obligated under a contract with CCPW to conduct activities at the Sunrise Mountain Landfill, including but not limited to, compaction, cover, final closure, and maintenance.
3. The Sunrise Mountain Landfill accepted industrial, municipal and other solid waste from at least the early 1960's until October 1993. The areas comprising the "Landfill" for purposes of this Order are illustrated on the map, included as Attachment A-1 to the NPDES compliance inspection report (referred to and incorporated below in paragraph 16), and include the 720 acres leased by CCPW as well as the other areas where trash has been disposed, specifically including, the Northeast Canyon Area, the Eastern Perimeter Area, the South Wash Area, and the West Burn Pits Area.
4. Storm water runoff from the Landfill and the adjacent area discharges to an unnamed tributary of the Las Vegas Wash, which itself is a tributary to Lake Mead, a primary source of drinking water for Southern Nevada including the Las Vegas Metro Area, as well as for the Phoenix Metro Area and Southern California. Each of these tributaries is a "navigable water" as defined by Section 502(7) of the Act, 33 U.S.C. § 1362(7), and "waters of the United States" as defined by EPA regulations at 40 C.F.R. § 122.2.
5. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutants to waters of the United States except as in compliance with certain sections of the Act, including Section 402, 33 U.S.C. § 1342. Section 402 of the Act authorizes EPA, or delegated States, to issue National Pollutant Discharge Elimination System (NPDES) permits allowing for the discharge of pollutants into waters of the United States. Compliance with Section 301(a) of the Act, 33 U.S.C. § 1311 (a), therefore requires, inter alia, compliance with a valid NPDES permit.
6. A pollutant as defined under section 502(6) of the Act, 33 U.S.C. § 1362(6), includes, but is not limited to, municipal waste, sewage, solid waste, and rock.
7. Section 402(p) of the Act, 33 U.S.C. § 1342 (p), sets forth requirements for the issuance of NPDES permits for the discharge of storm water. Section 402(p) requires, in part, that the discharge of storm water associated with industrial activity must conform with any NPDES permit requirements issued pursuant to Section 301

of the Act.

8. 40 C.F.R. § 122.26(b)(14)(v) includes in the definition of storm water discharge associated with industrial activity “[l]andfills, . . . and open dumps that receive or have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under subtitle D of RCRA.”
9. 40 C.F.R. § 122.26(c) provides that “Dischargers of storm water associated with industrial activity are required to apply for ... a permit ... or seek coverage under a promulgated storm water general permit.”
10. EPA has authorized the State of Nevada to implement the NPDES program within the State's jurisdiction.
11. On April 28, 1993, the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP) adopted NPDES Permit No. GNV0022233, the General Permit for Stormwater Discharges Associated with Industrial Activity (“Industrial Storm Water General Permit”).
12. On July 10, 1993, a Notice of Intent (“NOI”) to be covered by the Industrial Storm Water General Permit was submitted to NDEP for the Sunrise Landfill. Republic and CCPW were therefore subject to the terms of the Industrial Storm Water General Permit.
13. In the alternative, if an NOI was not filed for the Landfill, Republic and CCPW are and have been in violation of section 301(a) of the Act, 33 U.S.C. § 1311(a), for discharging pollutants without an NPDES permit.
14. The Industrial Stormwater General Permit, GNV0022233, requires the following:
 - a. Part I, provisions C.1.a and C.3 require that a Storm Water Pollution Prevention Plan (“SWPPP”) which includes specific required minimum elements of facility information, Best Management Practices (BMPs), and periodic evaluations, be developed, implemented, and submitted to NDEP.
 - b. Part I, provisions C.1.b and C.1.c, and Part III, provision A.2 require that annual storm water inspections and storm water compliance certifications signed by a duly authorized facility representative be completed and submitted to the NDEP.
 - c. Part I, provisions C.1.e and D.14 require that records of the SWPPP, with annual storm water inspections and compliance certifications, be maintained

for a period of at least three years.

- d. Part I, provision C.4 requires that written annual stormwater reports be submitted to the NDEP.
 - e. Part I, provision D.8 and Part II, provision A.4 prohibit a pollutant discharge to the waters of the United States not in compliance with the permit.
 - f. Part I, provision D.13 requires that any storm water noncompliance or discharge which may seriously endanger health or the environment be orally reported to the NDEP within 24-hours and a written report to follow within 10 days which includes a description of the cause, exact duration, and any corrective actions taken.
 - g. Part II, provision A.2 requires that storm water controls or facilities be maintained at all times in good working condition.
15. On September 11, 1998, several large rain events resulted in significant washout of parts of the Landfill and the discharge of pollutants to the unnamed wash and to Las Vegas Wash, both waters of the United States.
16. On November 19 and 20, 1998, inspectors from EPA Region 9 and NDEP staff conducted a compliance inspection of the Landfill and made the following observations:
- a. The Landfill lacked a storm water control program. A SWPPP was not provided or available.
 - b. The existing surface water drainage controls that had been installed in 1995 were poorly maintained and/or inoperable, and the Landfill was not prepared to control runoff from rain. The main surface water drainage channel, which crosses the main landfill cells, had failed during the storm in September. The riprap which originally held down the liner of the drainage channel and the cover dirt had not been reinstalled. Drainage culverts were found partially filled with sediment and were deeply undermined along both edges, with joints poorly connected or disconnected.
 - c. There were deep erosion gullies on the side slopes of the Landfill, imbedded waste was exposed across the surface of the Landfill, and waste mixed with gravel (which originated from the failed main drainage channel) was observed along the bottom of the approximately 2-mile unnamed wash leading to Las Vegas Wash.

- d. No measures were in place to control storm water running onto the Landfill and there was no effort to divert storm water around the Landfill. Evidence that storm water was not being controlled at the Landfill was seen by the significant ponding on the Landfill north of the failed main drainage channel and at other points on the Landfill. In addition, seepage was surfacing at the southeast corner of the Landfill, indicating that storm water had gone through the waste beneath the failed main drainage channel and resurfaced at the lower elevation.
- e. At the Northeast Canyon Area of the Landfill, there was exposed sewage sludge and municipal refuse uncovered and there were no storm water control measures in place.

A copy of EPA's NPDES compliance inspection report is attached and incorporated herein by reference to these Findings of Violation as Attachment 1.

- 17. There is evidence of at least five other storm events since 1995 which resulted in problems similar to those found during the November 1998 inspection. These occurred during approximately the following time frames: 1) May and June 1995, 2) July 1996, 3) November 1996, 4) February through April and September through October 1997, and 5) June through July 1998.
- 18. Republic and CCPW violated the Industrial Storm Water General Permit and thus section 301(a) of the Act, 33 U.S.C. § 1311(a), as follows:
 - a. Part I, provisions C.1.a and C.3 were violated in that no SWPPP was developed, implemented, or submitted to NDEP. With regards to specific required minimum elements:
 - i. Required facility information was not developed, including:
 - (1) A facility site map showing the location and types of stormwater controls, including drainage areas, reportable spill and leak locations, buildings, and material handling areas.
 - (2) A list of individuals or positions responsible for SWPPP implementation, with a description of responsibilities.
 - (3) A material inventory identifying sources or activities with potential for storm water pollutant potential.
 - (4) A list of reportable spills and leaks for the previous three years.

- ii. **Best Management Practices (BMPs, or any procedure or facility used to minimize exposure of pollutants to storm water) were not identified or implemented. Further,**
 - (1) Existing surface water control structures which might have been considered storm water control structures proved to be ineffective.
 - (2) Training for good storm water control practices was not developed or established, including practices for good housekeeping, regular visual inspections or preventative maintenance of BMPs, material handling in uncovered areas, spill prevention and response, and record keeping with annual reports and certifications, with inspector names and resulting actions.
- iii. **Periodic Evaluations, with written summaries to NDEP, were not conducted, including evaluation of BMP effectiveness, scheduling BMP modifications and revising the SWPPP to include changes.**
- b. **Part I, provisions C.1.b and c. 1.c and Part III, provision A.2 were violated in that no annual storm water inspections or annual compliance certifications were completed or submitted to NDEP.**
- c. **Part I, provisions C.1.e and D.14 were violated in that no SWPPPs, annual storm water inspections, or annual compliance certifications were maintained.**
- d. **Part I, provision C.4 was violated in that no annual storm water reports were submitted to the NDEP.**
- e. **Part I, provision D.8 and Part II, provision A.4 were violated in that there were numerous noncompliant storm water discharges since at least 1995, including the September 11, 1998 storm water discharge.**
- f. **Part I, provision A.2 was violated in that no reports, either oral or written, were made to the NDEP for any of the noncompliant discharges.**
- g. **Part II, provision A.2 was violated in that even the minimal existing surface water drainage control structures were inadequate for operation, based on the visible evidence of ponding, drainage culverts filled with sediment and with failing connections, and inadequate debris control. Existing structures were found in poor repair even months after the major storm.**

ORDER FOR COMPLIANCE

Taking these Findings into consideration and considering the potential environmental and public health effects of the violations, EPA has determined that compliance in accordance with the following requirements is reasonable. Pursuant to the authority of Sections 308 and 309 of the Act, 33 U.S.C. §§ 1318 and 1319, it is hereby ordered that Republic and CCPW comply with the following requirements:

19. Within 45 days, but no later than June 11, 1999, complete and submit for approval to the EPA a full report on the hydrologic and hydrogeological conditions of the Landfill, certified, stamped, and signed by a qualified and appropriately licensed professional engineer or hydrogeologist which provides sufficient information to support the following:
 - a. Reassessment and selection of site-specific design criteria for storm water events using all available meteorological data, including capacity to handle the intense, short duration storms which occurred at the Landfill from 1995 to the present,
 - b. Identification of Best Management Practices (BMPs) necessary for compliance with the Industrial Storm Water General Permit as outlined in paragraph 22 below,
 - c. A technical evaluation and analysis of slope erosion stability for materials used or proposed to be used as part of any BMP or in the final cover at the Landfill, and
 - d. Characterization of the potential for leachate surface seep discharge.
20. Within 45 days, but no later than June 11, 1999, submit to the EPA for approval, an interim plan for conducting repairs to the existing surface water controls and for additional storm water controls to minimize noncompliance with the Industrial Storm Water General Permit pending completion of the requirements set forth in paragraphs 19 and 22. This interim plan shall include an implementation schedule, estimated costs for each action, and provisions for reporting any additional noncompliance with the Industrial Storm Water General Permit to the NDEP and EPA as soon as the discharger becomes aware of the noncompliance. Upon approval, implement the interim plan in accordance with the schedule set forth therein.
21. Within 45 days, but no later than June 11, 1999, clean up any remaining exposed trash and debris on the Landfill, along the large unnamed wash, tributary to the Las

Vegas Wash, and within 500 yards of the lease boundary within the South Wash Area, continuing in any continuous wash as required to remove visible pocketed accumulations, and certify the completion of this task to the EPA. All debris shall be disposed of in accordance with all federal, state, and local laws and regulations.

22. Using information in the report required by paragraph 19, above, take all actions necessary to comply fully with all Industrial Storm Water General Permit requirements for the Landfill, including, but not limited to, the following:

- a. Within 175 days, but no later than October 19, 1999, develop and submit for approval to EPA a Storm Water Pollution Prevention Plan (SWPPP) including all elements of facility information, Best Management Practices (BMPs), and periodic evaluations as specified in the Industrial Storm Water General permit, including an implementation schedule for BMPs with estimated costs. Upon approval, implement the SWPPP in accordance with the schedule set forth therein. Acceptable BMPs shall include, but not be limited to:
 - i. Relocation of the main drainage channel around the Landfill on native material and reconstruction of the existing main drainage channel bottom and side slopes to isolate any unavoidable contact with refuse, using non-erodible material where bedrock is absent,
 - ii. A new sediment/flow-equalizing basin with easy clean-out access prior to entering the main water drainage channel,
 - iii. Other new drainage structures as required to divert storm water run-on around the Landfill, as well as structures to drain storm water runoff from the Landfill, with sediment basins accessible for clean-out having properly engineered capacities and inlet/outlet structures, including energy dissipater devices,
 - iv. Minimum 2% slope on the Landfill top,
 - v. Maximum 3:1 slope on side slopes combined with erosion control blankets or other equally effective erosion controls,
 - vi. Stabilization of haul roads and unstable cover areas using gravel or other equally effective stability controls,
 - vii. Reduction of long runoff distances across the Landfill to less than 600 feet by increasing the number of dikes/swales, benches, and/or drainage conveyances as necessary,

- viii. Prevention of sediment buildup in drainage conveyances by using non-destructive clean-out methods, increasing the size and/or number, and/or by increasing the gradient, and
 - ix. A debris control plan, including quarterly perimeter inspections within at least 500 yards of the lease boundary, and continuing further downstream as required to remove visible pocketed accumulations in any continuous wash, with collection and proper disposal of any accumulated waste.
- b. Within 175 days, but no later than October 19, 1999, develop and submit for approval to the EPA a new inspection and maintenance plan, including ongoing surveys of BMPs, of settlement during dry weather periods, and of erosion immediately after rains. This plan shall include provisions to document timely corrective actions taken. Upon approval, implement the inspection and maintenance plan.
 - c. Conduct and record annual storm water inspections including a certification of compliance signed by a duly authorized facility representative, with the first inspection occurring no later than December 3, 1999.
 - d. Maintain records of the SWPPP, annual inspections and compliance certifications for a period of at least three years.
 - e. Submit written annual stormwater reports to the NDEP and EPA, with the first report no later than December 17, 1999.
 - f. Report storm water noncompliance or discharge which may threaten or endanger health or the environment to the NDEP and EPA, orally within 24 hours followed by a 10-day written report including the probable cause, estimated duration, and any corrective actions taken.
 - g. Within 180 days after approval, but no later than March 31, 2000, fully implement the approved SWPPP and submit a report with a certification of compliance to the EPA that all approved BMP structures are installed and the approved SWPPP is fully implemented.
 - h. Within 60 days after certification as required in paragraph 22.g, but no later than May 26, 2000, submit actual costs to complete and estimated costs to maintain the BMPs.

23. All reports submitted pursuant to this Order must be signed by a principal executive

officer, ranking elected official or duly authorized representatives of Republic and CCPW [as specified by 40 C.F.R. § 122.22 (b)(2)] and shall include the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

24. All submissions requested by this Order shall be mailed to the following addresses:

David W. Basinger (WTR-7)
Water Division
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105-3901

Mike Dwyer, Field Manager
(Attention: Mike Moran)
Bureau of Land Management
4765 Vegas Drive
Las Vegas, NV 89108

All telephone inquiries should be made to David Basinger, Environmental Engineer, at (415) 744-1973.

25. This Order does not waive or modify or in any way relieve Republic or CCPW of their obligations imposed by the Act or any other local, State, or Federal law. EPA reserves the right to seek any and all remedies available under Section 309(b), (c), (d), or (g) of the Act, 33 U.S.C. § 1319(b), (c), (d), or (g) for any violation cited in this Order.
26. This Order is not and shall not be interpreted to be an NPDES permit under section 402 of the Act, 33 U.S.C. § 1342, nor shall it in any way relieve Republic or CCPW of obligations imposed by the Act, or any Federal, State, or local law.
27. Issuance of this Order for Compliance shall not be deemed an election by EPA to

forego any administrative, civil, or criminal action to seek penalties, fines, or other appropriate relief under the Act.

28. EPA has notified the State of Nevada of the above Findings of Violation and this Order for Compliance.
29. This Order shall become effective upon signature.

26 April 1999
Date

Kevin Tom Base
for Alexis Strauss, Acting Director
Water Division

EXHIBIT C

GARBAGE DISPOSAL AGREEMENT

THIS AGREEMENT, made and entered into this 31st day, December, 1985, by and between the City of Las Vegas (hereinafter "City"), and Silver State Disposal Co., Inc. (hereinafter "Contractor").

WITNESSETH:

WHEREAS, City desires to provide adequate, economical and efficient services to the inhabitants of the City of Las Vegas relating to the collection and disposal of garbage and other wastes to promote the general welfare of those inhabitants; and

WHEREAS, City is authorized pursuant to Las Vegas Municipal Code Chapter 9.08 to contract for the collection and disposal of garbage and other wastes; and

WHEREAS, Contractor has been providing for the collection and disposal of garbage and other wastes within the City of Las Vegas in an adequate, economical and efficient manner for a considerable number of years; and

WHEREAS, it is the mutual desire of the parties to renew and continue their relationship and therefore promote the general welfare of the inhabitants of the City of Las Vegas.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Contractor shall provide for the collecting and disposal of garbage, rubbish, dirt and small dead animals and other refuse from residences, multiple dwellings with or without kitchen facilities, places of business and public buildings within the corporate boundaries of the City of Las Vegas.

2. This contract shall commence as of the 1st day of February, 1986, and shall be for a period of fifteen years, and

1 shall be renewable for a term of five years at the opt.
2 Contractor upon the same terms and conditions described h.
3 provided the Contractor is not then in breach of this Agree.
4 and provided the Contractor gives notice of such election to .
5 City in writing at least four months, but not more than nine
6 months, prior to the expiration of this Agreement.

7 3. Garbage collections from places of business and
8 public buildings shall be made daily except Sunday, or daily
9 including Sunday, or bi-weekly, according to the service ordered
10 and paid for by each place of business or public building; gar-
11 bage collection from residences and multiple dwellings shall be
12 made twice each week.

13 4. All garbage so collected shall be hauled to and
14 dumped at the dump ground now in operation at the base of Sunrise
15 Mountain, Clark County, Nevada, or at whatever alternate dump
16 ground may be furnished by or to the Contractor (provided that
17 any such alternate dump ground must be first approved by the
18 City) or any landfill owned by the Contractor and approved by the
19 Clark County Health Department. The route to be travelled to and
20 from any dump site shall be subject to approval of the City.
21 Contractor shall maintain any dump site in accordance with all
22 appropriate rules, regulations or ordinances of the City, the
23 County of Clark and the Clark County District Board of Health.

24 5. The Contractor shall have the exclusive right to
25 collect garbage during the period this Agreement is in force;
26 except in instances whereby under the provisions of this
27 Agreement, the Contractor is not required to make any collec-
28 tions. The Contractor acknowledges that he has read all the
29 ordinances of the City pertaining to the method of collecting
30 garbage, and the rates charged therefor, and agrees to abide by
31 such ordinances.

32 6. The Contractor shall collect and receive all gar-

1 bage collection charges as provided in LVMC Chapter 9.08 and
2 shall maintain full and complete accounting records so as to
3 reflect accurately the total income, expenses and profits of the
4 enterprise, and shall file with the City, thirty days after the
5 end of each fiscal quarter, a verified statement of the gross
6 receipts from the collection of garbage. All payments made to
7 the Contractor by a user of service shall be evidenced by a writ-
8 ten receipt and said payments shall be properly accounted for as
9 a revenue item on the part of the Contractor. The books and all
10 records shall be produced for inspection at any time during nor-
11 mal business hours upon the request of the City Manager or the
12 City Council.

13 7. The Contractor shall, during the term of this
14 Agreement, provide for an annual certified audit of the books and
15 records of account of the Contractor as of the close of business
16 on the 30th day of September of each year. A copy of the cer-
17 tified audit shall be delivered to the City Manager not later
18 than the 31st day of March for the previous year. The Certified
19 Public Accountant preparing the annual certified audit shall also
20 express his written opinion as to whether the financial statement
21 contained therein presents fairly and accurately the financial
22 position of the Contractor and the results of its operations in
23 accordance with generally accepted accounting principles applied
24 on a consistent basis.

25 8. Contractor shall pay as a fee to the City five per-
26 cent of the gross receipts derived from the collection of gar-
27 bage. This payment shall be made to the City on a quarterly
28 basis.

29 9. The Contractor shall at all times keep on file with
30 the City a Performance Bond in the amount of \$250,000.00 in favor
31 of the City, said bond to be in a form satisfactory to the City
32 Attorney, conditioned upon the faithful performance of this

1 Agreement and compliance with the provisions of all ordinances of
2 the City of Las Vegas. In the event that Contractor defaults on
3 this Agreement, the bond shall be forfeited.

4 10. In order to protect the public health, safety and
5 welfare, the Contractor agrees that should Contractor fail for
6 any reason substantially to make the garbage collections required
7 under this Agreement for any period exceeding five days, the City
8 shall have the right to immediately take over and provide for the
9 collection of garbage and to take possession of all land and
10 equipment owned by the Contractor and used by it in the perfor-
11 mance of this Agreement. In this event, the City shall pay to
12 the Contractor the reasonable rental value of the land and equip-
13 ment so taken; however, the City shall receive as a credit
14 against this payment, an amount representing the pro-rated gar-
15 bage collection charges that the Contractor would have accrued
16 during the time period that the City provides for the collection
17 of garbage. Should this credit exceed the reasonable rental
18 value of the land and equipment of the Contractor utilized by the
19 City, then the Contractor is required to pay this excess to the
20 City. This right shall continue until such time as the
21 Contractor gives the City notice that the Contractor is ready,
22 willing and able to resume performance of this Agreement.

23 11. In addition to the performance surety bond required
24 by Paragraph 9 of this Agreement, the Contractor shall at all
25 times keep on file with the City an additional Customer Service
26 Performance Bond, in the amount of \$50,000.00 in favor of the
27 customers of Contractor. This bond shall insure the performance
28 of all services for which prepayment has been made by the custo-
29 mers of the Contractor and shall remain in force and effect
30 during the term of this Agreement and until the services for
31 which prepayment has been made have been performed.

32 12. The Contractor shall keep in force during the term

1 of this Agreement, public liability insurance covering the City
2 and the Contractor in the amount of at least \$500,000.00 for the
3 death or injury of one person, and at least \$1,000,000.00 for the
4 death or injury to more than one person, and property damage
5 insurance in the amount of at least \$100,000.00.

6 13. The Contractor shall maintain in full force and
7 effect during the term of this Agreement, full compensation
8 insurance in accordance with the Nevada Industrial Insurance Act,
9 as now in force or as the same may be from time to time amended.

10 14. The Contractor shall maintain an office con-
11 veniently located and furnished with a listed telephone, and
12 shall keep that office open during usual business hours with an
13 accredited representative of the Contractor, who shall have
14 authority to represent and bind the Contractor in its relations
15 with the City, and with the patrons of the Contractor.

16 15. Contractor guarantees the payment of all just
17 claims for materials, equipment, supplies, labor and any other
18 expenses Contractor incurs in connection with the performance of
19 this Agreement. City shall not assume, be liable for or respon-
20 sible for any indebtedness, debt or expense incurred by
21 Contractor.

22 16. The Contractor shall use enclosed trucks for the
23 purpose of making garbage pickups. The Contractor shall be per-
24 mitted to use flat trucks for the collection of brush and other
25 similar forms of garbage and for using exchange cans for the
26 pickup of commercial wet garbage. All flat trucks loaded with
27 garbage or refuse shall, except when moving along a collection
28 route in the course of collection, be covered with wire netting
29 or tarpaulin. Any material that falls or spills onto city
30 streets or alleys, either during the loading of the trucks or
31 from the trucks during transit shall be immediately picked up.
32 All collections shall be made a quietly as possible and no unne-

1 cessarily noisy trucks or equipment shall be used. Any truck or
2 other equipment used in collecting garbage shall be thoroughly
3 cleaned by flushing with water, or by equivalent processes, at
4 least once each week and should be deodorized or disinfected when
5 necessary to maintain such equipment in a sanitary and non-
6 offensive condition.

7 17. Either the City or the Contractor may request a
8 change in any or all of the garbage collection charges set out in
9 LVMC Chapter 9.08. In the event the City denies a request by
10 Contractor to raise the garbage collection charges or in the
11 event the City lowers the then existing garbage collection
12 charges, Contractor may terminate this Agreement by giving the
13 City at least six months' written notice.

14 18. In the event the City determines that the
15 Contractor is in breach of this Agreement with regard to any of
16 the provisions hereof, other than a breach which results from an
17 act of God, a labor dispute, action of the public enemy or other
18 force majeure, the City shall give the Contractor written notice
19 specifying the provisions hereof under which the City has deter-
20 mined that a breach exists, and giving the Contractor sixty days
21 within which to correct the breach. In the event the Contractor
22 does not correct the breach within this sixty-day period, then
23 the City may terminate this Agreement by giving written notice to
24 the Contractor, and may take possession of the equipment and
25 other property of the Contractor as provided in Paragraph 10
26 hereof, and the bond deposited by Contractor pursuant to
27 Paragraph 9 hereof shall be forfeited.

28 19. Contractor shall protect, indemnify, and hold the
29 City, its officers, employees, agents and servants harmless from
30 and against any and all claims, damages, losses, suits, actions,
31 decrees, judgments, attorney's fees, court costs and other expen-
32 ses of any kind or character which the City, its officers,

1 employees, agents or servants may suffer, or which may be sought
2 against, recovered from or obtainable against the City of Las
3 Vegas, its officers, employees, agents or servants (i) as a
4 result of, or by reason of, or arising out of, or on account of
5 or in consequence of the operations of Contractor, its officers,
6 employees, servants or agents, or anyone directly or indirectly
7 employed by Contractor, its officers, employees, contractors,
8 servants or agents, in the fulfillment or performance of the
9 terms of this Agreement, regardless of whether or not the
10 occurrence which gave rise to such claim, damage, loss, suit,
11 action, judgment or expense was caused, in part, by the City; or
12 (ii) as a result of, or by reason of, or arising out of, or on
13 account of, or in consequence of, any neglect in performing this
14 Agreement; or (iii) because of any claim or amount recovered
15 under any statute, law, ordinance, order or decree. Any money
16 due Contractor under and by virtue of this Agreement which is
17 considered necessary by the City for such purpose, may be
18 retained by the City for its protection; or in case no money is
19 due, Contractor's surety may be held until all such claims, dama-
20 ges, losses, suits, actions, decrees, judgments, attorney's fees
21 and court costs and other expenses of any kind or character as
22 aforesaid shall have been settled and suitable evidence to that
23 effect furnished to the City.

24 In this connection, it is expressly agreed that Contrac-
25 tor shall, at its own expense, defend the City, its officers,
26 employees, agents and servants against any and all claims, suits
27 or actions which may be brought against them, or any of them, as
28 a result of, or by reason of, or arising out of, or on account
29 of, or in consequence of any act or omission against which
30 Contractor has indemnified the City. If Contractor shall fail to
31 do so, the City may undertake to do the same and to charge all
32 direct and incidental costs of such defense to Contractor,

1 including attorney's fees, court costs and other expenses.

2 20. Any assignment of this Agreement, either volun-
3 tarily or by operation of law, or any sale of stock in the
4 Contractor which results in the acquisition of a plurality of the
5 voting control of the Contractor by any person or firm, other
6 than the Contractor or a person who is a member either of the
7 existing group of stockholders or their immediate families,
8 without the consent of the City shall constitute a breach of this
9 Agreement; provided, however, that such consent shall not unrea-
10 sonably be withheld. For the purposes of this Paragraph,
11 "plurality of the voting control" means a stock ownership by any
12 person or firm which exceeds the stock ownership of any other
13 voting stockholder. In the event that Contractor becomes
14 insolvent or bankrupt or files a petition to take advantage of
15 any insolvency or bankruptcy act, this Agreement shall be imme-
16 diately cancelled and the City shall have the right to take over
17 said business as provided in Paragraph 10 or substitute another
18 Contractor in its place and stead in the manner provided by law.

19 21. The failure of either party to insist upon the
20 strict performance of any of the provisions of this Agreement, or
21 the failure of either party to exercise any right, option or
22 remedy hereby reserved, shall not be construed as a waiver for
23 the future of any such provision, right, option, or remedy, or as
24 a waiver of any subsequent breach thereof.

25 22. Contractor is an independent contractor and not an
26 employee of City for any purpose.

27 23. All notices, requests, demands or other com-
28 munications hereunder shall be in writing, and shall be deemed to
29 have been duly given if delivered in person, or when received if
30 mailed by certified mail with return receipt requested, or other-
31 wise actually delivered.

32 . . .

1 Notice to City shall be sent to:

2 CITY MANAGER
3 City of Las Vegas
4 400 East Stewart Avenue
5 Las Vegas, Nevada 89101

6 Notice to Contractor shall be sent to:

7 SILVER STATE DISPOSAL CO., INC.
8 P. O. Box 15170
9 Las Vegas, Nevada 89114

10 Either party hereto may change the address at which it receives
11 written notice by so notifying the other party hereto in writing.

12 24. Should any section or any part of any section of
13 this Agreement be rendered void, invalid or unenforceable by any
14 court of law, for any reason, such a determination shall not
15 render void, invalid or unenforceable any other section or any
16 other part of any section in this Agreement.

17 25. This Agreement has been made and entered into in
18 the State of Nevada, and the laws of the State of Nevada shall
19 govern the validity and interpretation of this Agreement and the
20 performance due hereunder.

21 26. The drafting, execution and delivery of this
22 Agreement by the parties have been induced by no representations,
23 statements, warranties or agreements other than those expressed
24 herein. This Agreement embodies the entire understanding of the
25 parties, and there are no further or other agreements or under-
26 standings, written or oral, in effect between the parties
27 relating to the subject matter hereof unless expressly referred
28 to herein or expressly incorporated herein by reference thereto.

29 27. Should either party bring suit to enforce any of
30 the terms of this Agreement, the prevailing party shall be
31 entitled to recover expenses of suit, including court costs and
32 reasonable attorney's fees.

33 28. This Agreement may not be modified unless such
modification is in writing and signed by both parties to this

1 Agreement.

2 29. This Agreement is entered into pursuant to Las
3 Vegas Municipal Code Chapter 9.08 and certain terms used herein,
4 unless the context clearly requires otherwise, shall have the
5 meaning ascribed to those terms in LVMC 9.08.010.

6 IN WITNESS WHEREOF, the parties have executed this
7 Agreement at Las Vegas, Nevada, the day and year first written
8 above.

9 CITY OF LAS VEGAS

SILVER STATE DISPOSAL CO., INC.

10
11 By William H. Briare
12 WILLIAM H. BRIARE, Mayor

By [Signature]

13
14 ATTEST: *Approved
HAW
12-27-95*

15 Carol Ann Hawley
16 CAROL ANN HAWLEY, City Clerk

17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32



770 East Sahara Avenue Las Vegas, NV 89104
o 702.735.5151 f 702.599.5580 republicservices.com

July 1, 2015

Ms. Betsy Fretwell
City Manager
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

Dear Ms. Fretwell:

In accordance with Paragraph 2 of the Garbage Disposal Agreement between the City of Las Vegas and Silver State Disposal Co., Inc. dated February 1, 1986 and the Memorandum of Understanding between the City of Las Vegas, Republic Dumpco, Inc. and Republic Silver State Disposal, Inc. dated July 12, 1999 I am writing to notify you that Republic Silver State Disposal, Inc. is exercising to extend the agreement from February 1, 2016 through January 31, 2021.

We appreciate our contract with the City of Las Vegas and its residents and businesses and look forward to providing you with the excellent service you have come to expect from Republic Services during the 5 year extension.

Thank you and if you have anything you would like to discuss please feel free to contact me at (702) 599-5951.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Oudman".

Tim Oudman
Area President