



Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



Richard J. Bruckner
Director

September 3, 2015

TO: Pat Modugno, Chair
Stephanie Pincetti, Vice Chair
Esther L. Valadez, Commissioner
David W. Louie, Commissioner
Curt Pedersen, Commissioner

FROM: Adrine Arakelian 
Zoning Permits West Section

RE: **Project No. R2014-02228-(2) – Conditional Use Permit No. 201400100**
RPC Meeting: September 16, 2015 - Agenda Item: 6

The above-mentioned item was continued from the July 8, 2015 and August 12, 2015 hearing dates. A continuance was requested by the applicant and members of the public to consider additional comments submitted by the general public and revised conditions requested by the applicant.

Please find enclosed two letters from the public in opposition to the project.

Additionally, please find enclosed the applicant's submission of contract documents per the Commission's request, as well as requested condition revisions.

If you need further information, please contact Adrine Arakelian at (213) 974-6462 or arakelian@planning.lacounty.gov. Department office hours are Monday through Thursday from 7:00 a.m. to 6:00 p.m. The Department is closed on Fridays.

SUGGESTED APPROVAL MOTION:

I MOVE THAT THE REGIONAL PLANNING COMMISSION CLOSE THE PUBLIC HEARING AND FIND THAT THE PROJECT IS CATEGORICALLY EXEMPT PURSUANT TO STATE AND LOCAL CEQA GUIDELINES.

I MOVE THAT THE REGIONAL PLANNING COMMISSION APPROVE CONDITIONAL USE PERMIT NUMBER 201400100 SUBJECT TO THE ATTACHED FINDINGS AND CONDITIONS.

MKK:AAA

Enclosures:

Letters in Opposition (2)

Applicant's Revised Conditions Requested

Applicant's Contract Documents

Adrine Arakelian

Subject: FW: CUP 201400100

From: Henry & Jan Kalani [<mailto:hjkalani@sbcglobal.net>]

Sent: Thursday, August 13, 2015 9:21 AM

To: Riccitiello, David

Cc: Marge Beatty

Subject: CUP 201400100

Just wanted to let you folks know, after I reviewed the info and submissions re. this cup. We were in fact told by a David Moss representative that we were signing a petition so he could complete the digging and removal of the existing dirt on the east side of his property. It was only to give him a few days of additional time to complete. We do not in any way support the 10 yr cup approval.

Further we are complete disgusted that David Moss and Assoc would lie in order to get our signatures.

If you require any further information, please contact us at 310-782-1402

Thank you,

Jan and Henry Kalani

Mi Kim, Supervisor Regional Planning

Zoning Permits West Room 1348
Los Angeles County Department of Regional Planning
320 W. Temple Street, 13th Floor, Los Angeles, CA 90012

RE: CUP 201400100

September 2, 2015

Dear Ms. Kim,

Per our conversation today, enclosed are additional details about the problems associated with the continued operation of Ecology Control Inc in our neighborhood.

- The site is poorly maintained and an eye sore from both Normandie Ave and from the homes directly to the east. This has impacted real estate values and the overall improvement of the area.



- The operation of this facility generates large amounts of dirt, cement dust, and other unknown airborne contaminants.



- The site generates noise and vibration throughout the neighborhood from trucks constantly idling, backing up, queuing to park, entering, and leaving the facility. The noise is NOT insignificant and carries much greater than 500 feet.
- In addition, drivers honk loud truck horns repeatedly for someone to open the gate upon arrival. This occurs typically on weeknights and weekends, as they currently operate 24/7.
- We also hear when large containers are moved and perhaps dropped into different locations. The sound is similar to a bad automobile accident and occasionally our house shakes as if there was a small earthquake.
- Fortunately they have reduced how often they use their P.A. system that can be heard throughout the neighborhood.
- The large ECI trucks generate additional traffic on Normandie Ave. It does not appear there was a traffic assessment on the Regional Planning Checklist, but it may be interesting to know how many trucks come and go from the site each day.
- The site poses unknown health risks to adjacent families with children. When ECI began operation, the residents were promised all trucks would be washed before returning to this facility. I spoke to a former ECI driver who stated the trucks are not washed and not always empty. So it appears large vehicles that visit some of the worst toxic locations in Southern California are entering our neighborhood covered in and carrying toxic substances.

- ECI is presented as an equipment storage and trucking facility, and we are supposed to believe no toxic materials enter or are processed on site. Yet the site generates strange industrial like sounds and odors and exhibits dozens of containers that do not appear to store equipment.



- In July of 2014, area residents received a letter from California Dept of Toxic Substances Control (DTSC) that stated, "Since 1991, the Site has been used to temporarily store and process waste material in drums and bins, before transporting offsite to an approved disposal or recycling facility". I have personally seen the drums on site.
- The site is not a good neighbor and completely untrustworthy. Your report is correct in the fact this facility has a history of illegal activity including utilizing adjacent property that they were not authorized to use and installing an un-permitted wash facility. They lied about washing the trucks prior to entry and have demonstrated a long history of non-compliance and unresponsiveness, which has allowed their continual operation.

Obviously the residents are disappointed with the Regional Planning recommendation that the project qualifies for a Categorical Exemption. Common sense tells us there should be no such operation in an area almost entirely surrounded by residential. We believe the rezoning twenty four years ago was intended to help facilitate change to a more appropriate and compatible land use, not maintain existing nuisances and potential health risks.

Please understand that limiting the operation of the ECI facility to Mon-Fri 8:00am-6:00pm with no exceptions would be a huge step forward for our neighborhood so the residents may finally enjoy their homes on evenings and weekends. It is harder for everyone to close the windows on hot summer nights to eliminate noise.

Thank you for your support and help in addressing this long overdue problem.

Sincerely,

Don Garstang
1129 W. 210th Street
Torrance, Ca. 90502

CC:
Adrine Arakelian
David Riccitiello

DAVID MOSS & ASSOCIATES, Inc.

Permitting / Environmental Compliance / Development Consultation
613 Wilshire Blvd., Suite 105, Santa Monica, CA 90401, Tel 310.395.3481, Fax 310.395.8191

Via Email

August 27, 2012

Chairman and Members of the Regional Planning Commission
C/o Adrine Arakelian, Regional Planner
Zoning Permits West, Rm. 1348
Los Angeles County Department of Regional Planning
320 W. Temple St., 13th Floor
Los Angeles, CA 90012

Re: 20850 S. Normandie Ave. - Case No. CUP R2014-02228 - Conditions Clarification

Dear Chairman Modugno and Members of the Commission,

Final Suggested Conditions Mitigate Alleged Issues

Based on a meeting with staff on August 26, 2015 and on behalf of the Applicant we are providing proposed final wording changes and the reasons for the changes to five conditions previously suggested by Planning staff.

These conditions facilitate enforceable controls on impermissible noise

Proof of Contractual Obligations

Attached are eight contract documents or letters from large utility companies who contract with ECI on a long term basis. We have submitted the contracts for the Commission's and staff's consideration.

The applicant is certain these documents support testimony provided during the August 12, 2015 hearing regarding contractual obligations for on-call, 24/7 emergency response for hazardous and non hazardous waste services.

As of this morning staff has asked for additional information and that the receipt of this information will be provided to the Commission in the form of a supplemental package after today. The applicant is working on providing the additional information.

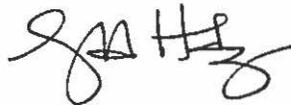
We are confident that the conditions as re-written will mitigate potential land use and operational issues and on behalf of the Applicant look forward to approval of the CUP.

Sincerely,



David E. Moss
President

cc Project Applicant



Gerry Hernandez
Planner

No.	Staff's Condition as Written	Proposed Rewording	Support for Rewording
21a	<p>The regular business hours of the subject properties for all operations on site shall be restricted to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, and 8:00 a.m. to 1 p.m., Saturday. Trucks may be permitted to enter the facility, after the regular hours of operation, on a limited basis between 6:00 p.m. and 10 p.m., Monday through Friday, for purposes of parking only. The operator shall maintain a log, detailing the date, time period, and reason for trucks entering the site after the regular hours of operation. This log shall be provided to the Department upon request. All loading and unloading operations are prohibited between the hours of 6:00 p.m. and 7:00 a.m.</p>	<p>The "regular" services hours for all operations ("Regular Services Hours and Days") are Monday through Friday 7:00 AM to 7:00 PM and the "after" hours services ("After Hours and Days Services)" for some operations are 7:00 PM to 7:00 AM seven days a week.</p> <p>Office, dispatch and maintenance shop operations shall be unrestricted during both Regular Services Hours and Days <u>and</u> After Hours and Days Services as long as these operations are conducted inside existing buildings. Passenger vehicle parking to support these operations is restricted to within 200 ft east of existing buildings only during After Hours and Days Service.</p> <p>Trucking operations involving loading or unloading are permitted between 7:00 PM and 10:00 PM seven days a week as long as such activity is compliant with County Title 12 Noise Ordinance, S.12.08.460.</p> <p>Ingress, egress and parking of trucks is permitted during After Hours and Days Services due to the applicant's contractual obligations with large utility and private companies to provide emergency services. The operator shall maintain a log, detailing the date, time period, and reason for all operations that take place during After Hours and Days Services. This log shall be provided to the Department upon request.</p>	<ul style="list-style-type: none"> The revised condition establishes enforceable operations limitations during regular and after hour periods
21b	<p>All operations involving trucks shall take place no closer than 50 feet west of the eastern property line where it adjoins residential uses. This area shall be shown on the Exhibit A as the "50 Ft. Truck Operations Setback Zone". The setback zone shall be marked on the pavement on the Project Site</p>	<p>All operations involving trucks shall take place no closer than <u>100</u> ft west of the eastern property line adjacent to the existing six residences ("100 ft Truck Operations Setback Zone"). The 100 ft Truck Operations Setback Zone shall terminate at the north end of the existing offsite landfill and shall be shown on a revised Exhibit A.</p> <p>Truck ingress and egress will be planned to coincide with the lowest daily traffic periods.</p>	<ul style="list-style-type: none"> The applicant has doubled staff's suggested 50 ft setback zone.
26	<p>The parking of employee vehicles and equipment placement shall take place no closer than 10 feet W of the E PL, to be shown as the "10 Ft. Employee and Equipment Parking Setback Zone" on Exhibit A. The zone shall be marked on the pavement. Parking or placement of any vehicles, trucks, or equipment within 10 feet of the E property line is prohibited.</p>	<p>The parking of employee vehicles and placement of equipment shall take place no closer than 10 ft west of the eastern property line ("10 Ft Employee and Equipment Parking Setback Zone") to be shown on a revised Exhibit A and marked along the pavement. The setback zone shall be marked on the pavement on the Project Site</p>	<ul style="list-style-type: none"> Employee car and passive equipment parking onsite avoids pushing parking offsite.

27	All operations involving trucks shall take place no closer than 50 feet west of the eastern property line where it adjoins residential uses. This area shall be shown on the Exhibit A as the "50 Ft. Truck Operations Setback Zone". The setback zone shall be marked on the pavement on the Project Site	All operations involving trucks shall take place no closer than 100 feet west of the eastern property line where it adjoins residential uses. This area shall be shown on the Exhibit A as the "100 Ft. Truck Operations Setback Zone". The setback zone shall be marked on the pavement on the Project Site	<ul style="list-style-type: none"> • ECI is proposing a twice as restrictive no truck parking zone than suggested by County staff.
33	Equipment and trucks used in the transport of hazardous materials, as permitted per the DTSC Consolidated Transporter Notification, shall be washed off site prior to reentry to the site as required by state regulatory agencies such as DTSC, DOT, or CalEPA.	No Change	<ul style="list-style-type: none"> • Staff agrees that County enforcement must be consistent with rules, regulations and policies of the named state agencies..
34	According to DTSC requirements and the facility's registered DTSC Consolidated Transport Notification, the facility may store on site the following hazardous materials for a maximum of 10 days, as allowed per state regulations: 1) used oil, 2) contents of an oil/water separator, 3) solids contaminated with used oil, and 4) antifreeze. The storage of any hazardous material, other than those for which the facility is permitted, is prohibited. At no time while stored on site shall the hazardous materials be unloaded, removed from their containers, stored in open containers, or be transported on site in open containers.	<p>Add to Staff's condition:</p> <p>The handling of hazardous materials shall be conducted in accordance with the rules, regulations and policies regarding Delayed Transport as defined by state regulatory agencies.</p>	<ul style="list-style-type: none"> • The additional language makes the entire condition acceptable to the applicant.

**Proof of Contractual Obligations
To Provide After Hours Emergency Services**

- At the request of the Planning Commission on August 12, 2015 the applicant is providing proof of contractual obligations to provide on call/24-7 emergency trucking services regarding hazardous and non hazardous waste.
- Contract documents or letters are provided from the following large utility companies that are unable to contract for such services if the hours or days are limited to those typical of professional office uses.
- Services for these firms are on-call and within specific response times to prevent surface and groundwater contamination from spills, pipeline or tank ruptures, or industrial accidents.
 - The Boeing Company
 - Edison
 - Oxy Long Beach
 - SoCal Gas - Emergency Response
 - SoCal Gas - Water Storage Tanks and Pipelines
 - San Diego Gas & Electric
 - Tesoro
 - Verizon

THE BOEING COMPANY
Agreement No. 1101283842
AMENDMENT NO. 2

Agreement Number is 688784 hereby amended in the following particulars:

ARTICLE 4. COMMENCEMENT AND COMPLETION

The Period of Performance for this contract ends on 12/31/2015, unless extended by mutual agreement.

Except as amended herein all else remains the same.

Execution of this Amendment No. 2 to Agreement No. 1101283842 shall be made only by an authorized officer of your company by affixing that officer's signature hereto and returning the document to The Boeing Company for execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date executed by The Boeing Company below.

Ecology Control Industries

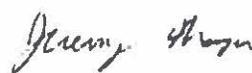
By:  _____

Typed Name: Stephen F Smith

Title: Vice President

Date: March 26, 2014

THE BOEING COMPANY

By:  _____

Typed Name: Jeremy Mayer
Procurement Agent

Date: 3/26/2014

Phone: 714-896-3752

Spill clean-up materials
Chemicals for pH adjustment
Forklifts with rotating tines
Personal protective clothing (levels A, B, C, and D) and associated equipment
Tank trucks
Gear trucks
Portable pumps, hoses for use with liquids of various hazardous environments (flammable or corrosive)
Pressure washers
Pick-up truck
Stake – bed w/ lift gate (capable of holding loaded drums on truck bed)
Long bed truck capable of holding up to 8-10ea. 55-gallon drums.
Emergency trailer with supplies.
Tool boxes with variety of small tools
Extension cords

Technical Specifications/Acceptance Criteria

1. Emergency Response Capabilities

- a) Contractor shall have available 24-hour immediate emergency response capability (departing Contractor home facility within 2 hours and be at Boeing onsite within 4 hours).
- b) Capability shall include but is not limited to providing trained personnel and equipment/supplies to respond to hazardous materials/waste spills at Division's facilities or at spills that may occur in transit, with all necessary equipment to mediate the incident. This may include spill containment, decon and cleanup equipment and devices, personal protective equipment (PPE), fire protection equipment, and reference documents for chemical handling precautions.
- c) Contractor shall maintain a 24-hour emergency contact phone number and shall provide that number to Boeing.

Work may be performed as an "Emergency Response corresponding to emergencies" as defined in 29 CFR 1910.120 and California GISO 5192. Therefore, Vendor must have documented training as specified in the noted regulations.

2. Clean Up Hazardous Material/Waste Spills

- a) Cleanup shall include the provision of necessary tools/equipment/supplies to complete assigned tasks. Use of Boeing equipment is subject to approval by Environment, Health and Safety (EHS) personnel.
- b) All necessary PPE for the protection of the Contractor's employees shall be provided for by the vendor. PPE shall include all levels up to and include Level A capability.
- c) All personnel assigned for these services shall have the necessary training as specified in 29 CFR, 40 CFR, Title 8 and all applicable regulatory requirements. Boeing will not provide this training for contractor personnel.



EDISON MATERIAL SUPPLY

A SOUTHERN CALIFORNIA EDISON® Company

Purchase Order

VENDOR 10040024 ECOLOGY CONTROL INDUSTRIES 20846 NORMANDIE AVENUE TORRANCE, CA 90502 Steve Smith (310) 354-9999
Terms of Payment Net 60 Days
Shipping Terms
Please Deliver To The Following Address: Peaker Units - EMS Materials 2492 W. SAN BERNADINO Ave REDLANDS, CA 92374 US

Purchase Order Date 05/08/2015	Purchase Order Number 4500740116
Procurement Agent Jennifer Pardo	Telephone Number 909-274-3206
MAIL ORIGINAL INVOICE TO : ACCOUNTS PAYABLE DIVISION P.O. BOX 700 ROSEMEAD, CA 91770 Please indicate the PURCHASE ORDER NUMBER on all invoices, packages, correspondence, shipping papers and inquiries. If Vendor is in any way unable to comply with the requirements of this Purchase Order, notify the Procurement Agent in writing immediately.	

THIS MATERIAL IS PURCHASED FOR RESALE AND IS NOT SUBJECT TO CALIFORNIA SALES OR USE TAX, PERMIT NO. SR AB 97600678

If no terms and conditions or other agreement is incorporated into, attached to, or otherwise associated with or referenced in this Purchase Order, then this Purchase Order shall be governed by the Edison/EMS terms and conditions identified as "SCE/EMS Terms and Conditions for Purchase of Goods and Services" in effect on the date of this Purchase Order ("Ts & Cs for Purchase of Goods and Services"), which are located on Edison's website at www.sce.com/purchasing/terms, and which are incorporated herein by this reference. The Ts & Cs for Purchase of Goods and Services shall have no force or effect if any other terms or conditions or other agreement are incorporated into or attached to this Purchase Order.

No change shall be made to the price, terms and conditions, specified requirements or schedule of this Purchase Order without written authorization of the Procurement Agent. Additional costs resulting from work done or material supplied without such authorization may be denied.

Edison Material Supply LLC

By: Jennifer Pardo

Issued on 05/14/2015 for the President of Edison Material Supply LLC. The name of the EMS Procurement Agent printed above shall serve as the agent's signature with the same effect as though the Purchase Order were manually signed.

DISTRIBUTION Supplier, Acceptance, PO File, Accounts Payable, Accr Loc
 Expediting, QA, T&T, OS&H, CSCH, CDM, Copy, Inspection

TECHNICAL PROPOSAL SUBMITTAL - Attachment I

Wastewater Collection and Disposal

Edison Location		Containment Tank				
		Tank Description (Model)	Tank Manufacturer	Tank Capacity (gallons)	Material of Construction	Single or Double Walled?
Grapeland Rancho Cucamonga CA	1.	500 bbl Standard	Crown	21000	Steel	Single
	2.					
	3.	500 bbl Standard	Dragon	21000	Steel	Single
Mira Loma Ontario, CA	1.	500 bbl Standard	Crown	21000	Steel	Single
	2.					
	3.	500 bbl Standard	Dragon	21000	Steel	Single
McGrath Beach Oxnard, CA	1.	500 bbl Standard	Crown	21000	Steel	Single
	2.					
	3.	500 bbl Standard	Dragon	21000	Steel	Single
Barre Stanton, CA	1.	500 bbl Standard	Crown	21000	Steel	Single
	2.					
	3.	500 bbl Standard	Dragon	21000	Steel	Single
Center Norwalk, CA	1.	500 bbl Standard	Crown	21000	Steel	Single
	2.					
	3.	500 bbl Standard	Dragon	21000	Steel	Single

We currently have tanks at Grapeland, Mira Loma and McGrath Beach. On line 1 of those sites are the information for the tanks that are there. On line 3 is the information on our newer tanks, if requested.

Hours/Days of Operation for Call Center:	Our phones are operated 24 hours a day, 7 days a week.
Observed Holidays when Call Center is Closed:	Our phones are operated on all Holidays.
ECI operates 24 hours a day, seven days a week. If an emergency arises, ECI has the manpower and equipment to respond at any time. For off hours, weekends and holidays, an additional charge would be added to the invoice.	

Hours/Days of Operation for Withdrawals:	Monday thru Friday in the A.M.		
Observed Holidays when Wastewater Withdrawals are not available:	New Years Day	Independ Day	Day after Thanks
	President's Day	Labor Day	Christmas Day
	Memorial Day	Thanksgiving Day	

Wastewater



STATEMENT OF COMMERCIAL TERMS

CONTRACT AMENDMENT

AGREEMENT NO. 21000024238 - POLB	AMENDMENT NO. 02	EFFECTIVE DATE 08/17/2014	PAGE 1 of 5
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This Amendment 02 to the STATEMENT OF COMMERCIAL TERMS NO. 13093-02 ("Commercial Terms"), effective as of June 17, 2014 by and between CONTRACTOR and COMPANY is comprised of the body hereof and the Exhibits listed, if any, in the below Table of Exhibits. All referenced Exhibits are hereby incorporated into and made a part of the Statement of Commercial Terms by reference hereto, and by signature below, CONTRACTOR acknowledges receipt of all listed Exhibits.

ISSUED TO:
ECOLOGY CONTROL INDUSTRIES
 and such of its Affiliates as may execute Commercial Terms incorporating this Agreement by reference

Physical Address:
 20488 Normandie Ave.
 Torrance, CA 90502

Mailing Address:
 (same as above)

Herein Called "CONTRACTOR"

Contact: Mr. Steve Smith
Phone: 310.354.9099 or cell 310.420.0285
Cell: 310.354.8871
Email: ssmith@ecologycontrol.com

ISSUED BY:
OXY LONG BEACH, INC. (OLBI)
 and such of its Affiliates as may execute Commercial Terms incorporating this Agreement by reference

Physical Address:
 111 West Ocean Blvd. Suite 800
 Long Beach, CA 90802

Mailing Address:
 PO Box 2900
 Long Beach, CA 90801

Herein Called "COMPANY"

Contact: Linda Reeser
Phone: (562) 624-3215
Fax: (562) 624-3188
Email: Linda_reeser@oxy.com

CONTRACTOR and COMPANY mutually agree that this Amendment No. 02 shall be subject to and governed by the terms and conditions of MISCELLANEOUS WORK AGREEMENT NO. OLBI-009, duly executed by and between CONTRACTOR and COMPANY, effective July 15, 2008 ("Agreement"), hereby incorporated into, and made a part of the Statement of Commercial Terms by reference hereto.

In the event of inconsistencies between the Statement of Commercial Terms, which have been accepted and duly executed by representatives of the Parties hereto, with authority sufficient to bind each, and the Agreement, the provisions of the Agreement shall control, unless such conflict is specifically noted in the Statement of Commercial Terms and the Parties specifically agree that the noted conflict is to be governed by the provisions of the Statement of Commercial Terms.

IN WITNESS HEREOF, the Parties have executed this Agreement effective as of the date first written above.

CONTRACTOR
ECOLOGY CONTROL INDUSTRIES

By: 
 Name: Stephen F. Smith
 Title: Vice President
 Date: 6/18/2014

COMPANY
OXY LONG BEACH, INC. (OLBI)

By: _____
 Name: Darrell R. Neal
 Title: Supply Chain Manager, West Coast Region
 Date: _____



STATEMENT OF COMMERCIAL TERMS

AGREEMENT NO.	AMENDMENT NO.	EFFECTIVE DATE	PAGE
21000024238 - OLBI		06/10/2013	4 of 12

- 1.13. Operational delays that impact COMPANY negatively will require COMPANY to pursue contracted second call options.
- 1.14. It is CONTRACTOR's responsibility to ensure the continuous availability of "Goods" and "Services" to meet COMPANY's needs, without interruption to COMPANY's operations. It is the responsibility of CONTRACTOR to liaise with COMPANY on a continuous basis and to ensure that CONTRACTOR is at all times aware of COMPANY's operational plans and schedules and their consequences with respect to the "Goods" and "Services". COMPANY shall not reimburse any costs incurred by CONTRACTOR as a result of CONTRACTOR's failure to liaise with COMPANY or to act in a timely manner to meet COMPANY's requirements. The management and control of the inventory of CONTRACTOR's "Goods" shall be CONTRACTOR's sole responsibility.
- 1.15. Personnel safety and protection of the environment are of paramount concern to COMPANY. CONTRACTOR must at all times comply with all prevailing federal, state or local rules and regulations related to the product and services.
- 1.16. CONTRACTOR shall take an aggressive role in identifying potential improvements in current techniques, "Goods" and "Services". CONTRACTOR shall communicate such improvements with COMPANY to ensure quality planning and operation results. These Commercial Terms will be modified as jointly agreed upon, in writing, by both COMPANY and CONTRACTOR to address areas of new technology that can be of use to both COMPANY and CONTRACTOR.

2. PERSONNEL REQUIREMENTS

- 2.1 CONTRACTOR shall provide trained and experienced personnel at all times.
- 2.2 CONTRACTOR shall ensure that all personnel are physically capable of performing the Work.
- 2.3 CONTRACTOR's personnel shall meet and/or exceed all local, state and national laws, rules, regulations and training requirements for the position. CONTRACTOR shall maintain and have training documentation on file for all personnel.
- 2.4 CONTRACTOR's personnel shall have proper knowledge of Personal Protective Equipment (PPE), hazardous waste disposal, Material Safety Data Sheets (MSDS), and CONTRACTOR's emergency response plan.
- 2.5 CONTRACTOR's Personal Protective Equipment (PPE) shall include long sleeve Fire Retardant Clothing (FRC) that is NFPA 2112 Compliant and individual H2S meters while performing services to COMPANY.
- 2.6 CONTRACTOR shall provide at no cost to COMPANY, Transportation Worker Identification Credential (TWIC®) certified employees when working in areas so designated.
- 2.7 CONTRACTOR shall have a "Goods" and "Services" Supervisor available at all times to provide support to CONTRACTOR's Servicemen. Supervisor shall be available to address any issue, questions or concerns that may arise.
- 2.8 CONTRACTOR will be available to work on a seven (7) day per week basis, and be on call twenty-four (24) hours each day, weekends and holidays included, if the COMPANY work load requires "Goods" and/or "Services".

CONTRACTOR: ECOLOGY CONTROL INDUSTRIES

COMPANY:

OXY LONG BEACH, INC. (OLBI)



A  Semptra Energy utility

5/8/2015

ECOLOGY CONTROL INDUSTRIES

Attention: Steve Smith
20846 NORMANDIE AVENUE
TORRANCE, CA, 90502

AGREEMENT NO: 5660024078

The following is Amendment No. 5 to 5660024078 - **Change Order for ECI's On-call Waste Transportation, Disposal, & Emergency Response Services for SoCalGas Projects** ("Agreement"), between Southern California Gas Company ("Company") and ECOLOGY CONTROL INDUSTRIES ("Contractor/Supplier"). This Amendment has an effective date of 5/8/2015 ("Effective Date").

The parties agree to amend the Agreement as follows:

1. *Increase the agreement value by \$.*
2. *Extend the expiration date to 05/08/18*
3. *Enable Contractor to continue providing On-call Waste Transportation & Disposal to an **Appropriate and Approved facility**, listed in **SCHEDULE F - SEMPRA APPROVED DISPOSAL LIST** (updated 03/16/15) for Company-generated Hazardous and Non-Hazardous wastes, and additionally provide **Emergency Response Services** to various locations within the SoCalGas service territory for the duration of this agreement.*
4. ***On-call projects** shall be assigned based on location, scope and required staffing. A detailed description of this scope of work is available in the new **Schedule B - Scope of Work** (effective 05/08/15) attached to this agreement document.*
5. *Revised rates are outlined in **Schedule D - ECI Rate Sheet** (effective 05/08/15) attached with this agreement. Contractor may be required to perform additional services upon mutual agreement between SoCal Gas Company and Contractor.*
6. *Per the signed DBE plan document, **Schedule E- DBE Sub-contracting Plan** (effective 05/08/15) attached to this agreement, and tendered as part of the Request for Qualifications submittal, Contractor is required to obtain **40% DBE Sub-contracting** and maintain all necessary documents and records to demonstrate efforts to achieve this **Supplier Diversity plan and goal.***

SCHEDULE B – ECI SCOPE OF WORK

- I. **Emergency Response**
- II. Non-Hazmat Transportation & Disposal
- III. Oil/Drums Recycling Services

SCHEDULE I

Emergency Response

Contractor shall provide on-call emergency response services to various locations within the SCG service territory for the duration of this agreement. On-call projects shall be assigned based on location, scope and required staffing. Services shall include, but are not limited to: 24 hour Emergency Spill Response, Vacuum Truck Services, bin rental, confined space entry, tank cleaning, separator cleaning, equipment pressure washing or steam cleaning, utility manhole and vault cleaning, waste profiling, waste manifesting, PCB decontamination services, soil excavation and removal, and other related emergency response activities.

Contractor shall also provide transportation to an appropriate and approved facility for company-generated hazardous and non-hazardous wastes including, but not limited to, oilfield and hydrocarbon containing soil, tank bottoms, sump bottoms, drilling mud, Class 2 fluids, and any other company-generated wastes.

Contractor may be required to perform additional services upon mutual agreement between SoCal Gas Company and Contractor

SCHEDULE II

Non-hazmat Transportation & Disposal

Contractor shall provide on-call loading, hauling and disposal of non-hazardous waste water from SoCal Gas Company project locations throughout the service territory. Contract shall furnish, at the request of SCG, all labor equipment, specified materials and supervisor required to provide tank cleaning, general steam cleaning, vacuum truck service (non-hazardous), and disposal service of hydrostatic test water, ground water, storm water and other miscellaneous water discharges from project sites. Non-hazardous water shall be removed from various sources, including (but not limited to) large steel tanks (Baker Tanks), underground utility substructures (vaults), excavations, pipelines etc. Volumes range from a few hundred gallons, to several tens of thousand gallons. Where available, contractor shall also provide rinse out service to tanks after water is vacuumed.



A  Sempra Energy utility®

Southern California Gas Company Release Order 5660042580

PROJECT: PSEP Water Storage Tank Leasing	RELEASE ORDER NO. 5660042580
	DATE: 4/21/2015

This Release Order ("Release Order") is governed by and subject to the provisions of the Master Services Agreement No. 6160040036 dated 3/19/2015 (the "Agreement"), the terms of which are incorporated herein, between Southern California Gas Company ("Company") and Ecology Control Industries, Inc. ("Contractor"). The term "Company" in the Agreement shall include the entities signing this Release Order. Any terms used in this Release Order and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the Release Order, this Release Order shall prevail.

The services below are authorized and released and the Parties hereby agree as follows:

Project Name: PSEP Water Storage Tank Leasing
Company Project Manager: Bobby Lu
Project Manager Phone No: 213-244-4602

SCOPE

Contractor shall perform the services described in the Scope of Work attached hereto as Schedule A ("Services").

AUTHORIZED REPRESENTATIVES

Company designates the individual or individuals named below as Company Representatives for all matters relating to the performance of the Services. The actions taken by the Company Representatives shall be deemed acts of the Company. Company may at any time upon written notice to Contractor change the designated Company Representative.

Company Representative: Bobby Lu

Contractor designates the individual or individuals named below as Contractor Representative for all matters relating to the performance of Services. The actions taken by Contractor Representative shall be deemed acts of Contractor. Contractor may at any time upon written notice to Company change the designated Contractor Representative.

Contractor Representatives: Stephen F. Smith

COMMENCEMENT AND COMPLETION OF SERVICES

This Release Order shall commence as of 4/21/2015 and shall be in full force and effect

- Tire Service (blow-out, flat, new tires as needed)
- Chassis maintenance
- Brake inspection & Repair
- Graffiti removal

Contractor's Representative shall be available to answer any questions related to the program including lease details and maintenance programs. At Company's request, Contractor shall provide reports regarding Contractor's maintenance program to be reviewed and evaluated by Company.

Equipment Delivery:

Drop off and initial tank inspection shall be conducted by Contractor along with Company personnel. Company has the right to reject any tank at its sole discretion if the tank does not meet Company's specifications and Company will not incur the costs in the event of redelivery of equipment. Contractor shall be available on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

LOCATION:

TBD. Contractor shall confirm exact location with Company Representative.

SCHEDULE:

TDB by Company Representative



A  Sempra Energy utility®

San Diego Gas & Electric Company Release Order 5660042579

PROJECT: PSEP Water Storage Tank Leasing	RELEASE ORDER NO. 5660042579
	DATE: 4/21/2015

This Release Order ("Release Order") is governed by and subject to the provisions of the Master Services Agreement No. 6160040036 dated 3/19/2015 (the "Agreement"), the terms of which are incorporated herein, between San Diego Gas & Electric Company ("Company") and Ecology Control Industries, Inc. ("Contractor"). The term "Company" in the Agreement shall include the entities signing this Release Order. Any terms used in this Release Order and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the Release Order, this Release Order shall prevail.

The services below are authorized and released and the Parties hereby agree as follows:

Project Name: PSEP Water Storage Tank Leasing
Company Project Manager: Bobby Lu
Project Manager Phone No: 213-244-4602

SCOPE

Contractor shall perform the services described in the Scope of Work attached hereto as Schedule A ("Services").

AUTHORIZED REPRESENTATIVES

Company designates the individual or individuals named below as Company Representatives for all matters relating to the performance of the Services. The actions taken by the Company Representatives shall be deemed acts of the Company. Company may at any time upon written notice to Contractor change the designated Company Representative.

Company Representative: Bobby Lu

Contractor designates the individual or individuals named below as Contractor Representative for all matters relating to the performance of Services. The actions taken by Contractor Representative shall be deemed acts of Contractor. Contractor may at any time upon written notice to Company change the designated Contractor Representative.

Contractor Representatives: Stephen F. Smith

COMMENCEMENT AND COMPLETION OF SERVICES

This Release Order shall commence as of 4/21/2015 and shall be in full force and effect through 12/31/2020, unless terminated earlier or extended by Company in accordance with

- Tire Service (blow-out, flat, new tires as needed)
- Chassis maintenance
- Brake inspection & Repair
- Graffiti removal

Contractor's Representative shall be available to answer any questions related to the program including lease details and maintenance programs. At Company's request, Contractor shall provide reports regarding Contractor's maintenance program to be reviewed and evaluated by Company.

Equipment Delivery:

Drop off and initial tank inspection shall be conducted by Contractor along with Company personnel. Company has the right to reject any tank at its sole discretion if the tank does not meet Company's specifications and Company will not incur the costs in the event of redelivery of equipment. Contractor shall be available on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

LOCATION:

TBD. Contractor shall confirm exact location with Company Representative.

SCHEDULE:

TDB by Company Representative

TESORO REFINING & MARKETING COMPANY LLC



BLANKET PURCHASE ORDER

4502152272

Valid From : 01/01/2015 to : 12/31/2015

ECOLOGY CONTROL INDUSTRIES INC 20848 NORMANDIE AVE TORRANCE CA 90502	
Contact	
Tele:	310-354-9999
Fax:	310-354-6670
Others:	310-354-9999

Order Date 02/18/2015	Int. Change No. 0	Modified on 02/18/2015
Contact Person Julia Jordan	Telephone 310-822-4959	
Email julia.e.jordan@tsocorp.com	Fax 310- 975-8684	
Work Order 9856769		

PO BOX 689701 San Antonio TX 78259-9701		
or E-mail invoice to: apayable@tsocorp.com		
Display the following information on invoice		
Order Number	Vendor	Cost Assmnt
4502152272	207002	9856789
For all AP Inquiries contact 877-TSO-PAYS (877-876-7297) tsolutions@tsocorp.com		

CA-LOS ANGELES REFINERY - WILMINGTON Tesoro Refining & Marketing Company LLC 2101 E Pacific Coast Hwy WILMINGTON CA 90744 USA	
Please include Order number on Delivery note	
Delivery Date 12/31/2015	Incoterms FOB DELIVERED TO REFINERY SITE
Net 30 from Invoice Date / USD	

THIS PURCHASE ORDER IS AN OPEN 2015 - ANNUAL STANDING PURCHASE ORDER COVERING THE PERIOD FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2015.

THIS 2015 STANDING PURCHASE ORDER IS TO BE USED ON AN AS-REQUESTED BASIS. THE STANDING PURCHASE ORDER IS BASED ON AN ESTIMATED NET VALUE. RELEASE OF ANY OR ALL OF ESTIMATED NET VALUE IS NOT GUARANTEED, AS TESORO, IN ITS SOLE DISCRETION, MAY DEVIATE FROM THIS INITIAL ESTIMATE.

ALL WORK SHALL BE IN ACCORDANCE WITH THIS STANDING PURCHASE ORDER AND IS ENTERED INTO, SUBJECT TO THE WASTE SERVICES CONTRACT MA-2091-TSO-2011 DATED 1 APRIL 2011, WHICH TERMS ARE INCORPORATED FULLY HEREIN.

THIS PURCHASE ORDER IS ISSUED TO COVER HAZARDOUS WASTE HANDLING-LABOR, PROVIDED BY SUPPLIER WHEN AND AS REQUESTED BY THE TESORO REFINING & MARKETING COMPANY LLC, LOS ANGELES REFINERY (LAR), WILMINGTON OPERATIONS.

THIS PURCHASE ORDER HAS A NOT TO EXCEED AMOUNT OF _____ 1. SHOULD ADDITIONAL WORK BE REQUIRED SUPPLIER SHALL OBTAIN WRITTEN APPROVAL PRIOR TO PROCEEDING WITH SAID WORK.

CONTRACTOR/SUPPLIER UNDERSTANDS THAT ALL TESORO SAFETY REQUIREMENTS MUST BE MET WITH NO EXCEPTIONS. TESORO WILL CONTINUE TO EVALUATE AND MONITOR CONTRACTOR/SUPPLIER'S SAFETY PERFORMANCE.

CONTRACTOR INVOICES SHALL INCLUDE:

1. AGREEMENT NUMBER
2. SERVICE/PURCHASE ORDER NUMBER
3. LINE ITEM NUMBER
4. JOB NAME
5. TO AND FROM DATES FOR SERVICES PERFORMED
6. TOTAL AMOUNT OF INVOICE PAYABLE \$

TESORO PROCUREMENT REPRESENTATIVE: JULIA JORDAN
EMAIL: julia.e.jordan@tsocorp.com / FAX: 310-975-8684

**EXHIBIT D-1
EMERGENCY SPILL RESPONSE**

PURPOSE:

This Exhibit D-1 to Residual/Waste Environmental Services Agreement No. _____ establishes additional terms and conditions under which CONTRACTOR shall furnish COMPANY with environmental services associated with the mitigation of environmental impact caused by hazardous substances spills.

For purposes of this Exhibit, hazardous substances shall include: any and all substances defined or identified as hazardous substances or hazardous chemicals under the Resources Conservation and Recovery Act (RCRA), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, the Hazard Communication Standard (HAZCOM), the Hazardous Work Operations and Emergency Response Standard (HAZWOPER), and other applicable federal and state regulations as of the date of this Agreement; and petroleum (including crude oil and any of its fractions), but shall not include high level radioactive materials as defined by the Atomic Energy Act or materials or substances designed or produced for use as explosives.

Therefore, COMPANY and CONTRACTOR agree as follows:

1. **SERVICES**

The services for the mitigation of environmental impact caused by hazardous substance shall include, but not be limited to the following:

- Containment, neutralization, decontamination, recovery, cleanup, and repackaging of materials;
- Site assessment and site restoration;
- Transportation, storage, treatment or disposal of waste;
- Engineering and technical services, including sampling, analysis, design, engineering, construction, or any other related services;
- Environmental consulting, preparedness evaluation, or any other related consulting services.

2. **WARRANTIES, REPRESENTATIONS, AND OBLIGATIONS**

2.1 **CONTRACTOR's General Obligations:** CONTRACTOR warrants and represents that it has the capability, experience, and means required to perform the services contemplated by this Exhibit. CONTRACTOR warrants and represents that its personnel (including its Subcontractors) are fully trained and certified in accordance with, but not limited to, the OSHA Respiratory Protection Standard (29 CFR 1910.134), Hazard Communication Standard (29 CFR 1910.1200), and Hazardous Waste Operations and Emergency Response Standard (29 CFR 1910.120).

2.2 **Personnel and Equipment:** CONTRACTOR warrants and represents that it will maintain qualified personnel stationed on 24-hour call, in the cities listed in Exhibit D-1 (collectively known as "Expert Teams"). Each Expert Team will consist of individuals trained in current spill control and clean up technology and capable of administering response to spills of hazardous substances required by this Exhibit.

CONTRACTOR warrants and represents that it will maintain fully equipped emergency spill control units ("Emergency Units") in the locations listed in the attached Exhibit D-1.

* 2.3 Contractor warrants and represents that it will maintain procedures and systems to ensure compliance with AQMD Rule 1166.

* 2.4 Contractor warrants that it will, at COMPANY discretion, fund all penalty payments associated with Notices of Violations for which CONTRACTOR is the responsible party.

2.4 **General Spill Response:** COMPANY will request one of the following spill response services by a direct telephone call to CONTRACTOR at the closest CONTRACTOR location and emergency telephone number as listed in Exhibit D-2

- a) Spill Response Dispatch – CONTRACTOR will, if available, dispatch Expert Team and Emergency Unit to the scene of the spill.
- b) Spill Response Standby – CONTRACTOR will, if available, place Expert Team and Emergency Unit on standby until requested by COMPANY to dispatch or to release from standby. If while on



August 26, 2015

LA County Regional Planning Commission
C/o Adrine Arakelian, Reg Plr.
Zoning Permits West, Rm. 1348
320 W. Temple St., 13th Floor
Los Angeles, CA 90012

Re: Background on ECI Services - CUP Case R2014-02228

Dear Planning Commission:

ECI provides environmental management services to Verizon. I have been asked to discuss the importance of ECI being able to continue operations at its 9 acre location in Torrance without significant reduction of working hours.

We hold ECI in the highest regard for their on-time readiness and professional work ethic. They have been a vendor to us for over 11 years and without them at our beck and call - we would face impactful environmental hauling delays.

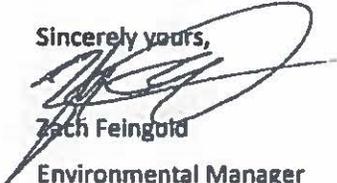
Their contract with us and other companies requires that ECI be available everyday all year.

Since Verizon is a 24-hour business, Verizon requires ECI to respond to spills 24 hours a day.

We depend on ECI and want the record to show that we have provided the County with information to support a continuation of after hours services on an as-needed basis. It is never an everyday occurrence - but having pump out, cleanup and hauling readiness is key to our business and the reason we have to be able to depend on ECI to operate outside of office-type hours and days.

Thank you for the opportunity to provide this information and demonstrate support for the CUP. Their track record is superb, their attention to detail is excellent, their safety record is clean and they are an asset to business, industry and government in the County.

Sincerely yours,



Zach Feingold

Environmental Manager

cc: DMA, Inc.

Verizon, P.O. Box 725, Chino, CA 91708, Voice 909/620-5498 Fax 909/629-3471