STIPULATED AGREEMENT

1. The following Stipulated Agreement is entered into by the County Sanitation District No. 2 of Los Angeles County (Sanitation Districts), as the operator of the Puente Hills Landfill (Landfill), and County of Los Angeles, Department of Health Services, Solid Waste Management Program (SWMP), acting as the Local Enforcement Agency, on June 30, 2003. On entering this agreement, the parties recognize and agree that this Stipulated Agreement is for the temporary waiver of the permitted daily tonnage limit of 13,200 tons as detailed in Section 5(c) of the Solid Waste Facility Permit (SWFP), No. 19-AA-0053, for the Landfill.

2. The temporary waiver is solely for the purpose of allowing the Landfill to receive tonnage in excess of the permitted daily limit resulting from the emergency clean-up from the train derailment in the City of Commerce that occurred on June 20, 2003. The City of Commerce has requested the assistance of the Sanitation Districts in the emergency clean-up and believes that a temporary variance in the tonnage limit of the Landfill is essential to expediting the emergency clean-up. Furthermore, in order to not impact the normal users of the Landfill, the tonnage received resulting from the emergency clean-up is not to be counted towards the permitted daily tonnage.

3. The temporary waiver will commence on June 23, 2003 and last for a period not to exceed ten permitted workdays, ending on July 3, 2003, and allow the Landfill to accept approximately 2,000 tons per day above the permitted daily limit. If the amount of debris from the emergency clean-up, excluding any debris that is taken to other destinations that may legally accept such material, is such that the amount cannot be received within the ten permitted workdays, the Sanitation Districts may submit a written request for a time extension for a specific period. Upon receiving written approval from the SWMP, the Landfill may continue to receive tonnage in excess of the daily permitted tonnage resulting from the emergency clean-up for the specific period in the approved extension. The number of requests for a time extension shall not exceed two.

4. Because the emergency clean-up resulting from the train derailment in the City of Commerce on June 20, 2003 is a singular occurrence and the waiver will last only until the Landfill's role in the emergency clean-up is accomplished, neither the Sanitation Districts nor the SWMP are required to participate in revising the SWFP or modifying the operations or designs of the Landfill so that the Stipulated Agreement is no longer needed.

5. All SWFP terms and conditions, which are not the subject of this Stipulated Agreement, shall remain in effect. The issuance of this Stipulated Agreement is not approval for the Sanitation Districts to disregard or disobey other permits, under which it currently operates, or any applicable law or regulation governing its operation.

6. The Sanitation Districts shall submit a written report to the SWMP meeting the

requirements of the California Code of Regulations, Title 14, Section 17211.6.

7. This Stipulated Agreement may be modified, cancelled, or revoked by the SWMP without advance notice should the SWMP determine that any of the following occurs:

   a. The use of this Stipulated Agreement causes or contributes to, or threatens to cause or contribute to, harm to the public health and safety or the environment;

   b. The terms of this Stipulated Agreement are not being used expressly to handle the temporary emergency and are not in the best interest of the public health and safety or the environment;

   c. The SWFP has been revised to include terms and conditions that address the temporary emergency;

   d. The temporary emergency no longer exists.

8. This Stipulated Agreement shall be cancelled or revoked by the SWMP without advance notice should the SWMP determine that the Sanitation Districts is not in compliance with the time frames and requirements included in this Stipulated Agreement under Sections 2 and 3.

Nothing in this Stipulated Agreement limits the SWMP's ability under applicable laws to enforce solid waste statute, regulations, and local ordinance. State solid waste laws and regulations and the local solid waste ordinance are additive to this agreement.

County of Los Angeles, Department of Health Services, Solid Waste Management Program

Dated: 6/30/03

By: Stan Uyehara
Stan Uyehara, EHS IV

County Sanitation District No. 2 of Los Angeles County, Solid Waste Management Department

Dated: 6/30/03

By: John Gulledge
John Gulledge, Department Head