



ORANGE COUNTY
COASTKEEPER
EDUCATION / ADVOCACY / RESTORATION / ENFORCEMENT

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August 9, 2010

SA Recycling, LLC
Attn: George Adams
3200 E. Frontera Street
Anaheim, CA 92806

RE: **Settlement between Orange County Coastkeeper and SA Recycling**

Dear Mr. Adams:

Orange County Coastkeeper (Coastkeeper) submits this proposal to SA Recycling, LLC and Remedy Environmental Services (Operators), located at 3200 E. Frontera Street, Anaheim, CA 92806, in order to resolve allegations of storm water pollution discharged from these locations (Facilities). Our settlement proposal is detailed below. If you accept, please sign, date and return.

I. **Sample Analysis and Sample Frequency**

During the 2010/11 Wet Season (defined as October 1, 2010 – May 31, 2011), the Operators agree to collect storm water samples from each discharge location identified below during each storm event at the Facilities. Storm water samples must represent the discharge at the point it leaves the Facilities and be analyzed in conformity with standard laboratory practices. The sampling data will be made available to Coastkeeper. Sampling will be collected from the sole discharge sampling locations, which are the:

- a. *Post treatment discharge into the storm drain; and*
- b. *Discharge from the eastern boundary rail yard/storage onto East Frontera Street.*

II. **Storm Water Pollution Prevention Plan (SWPPP) and Employee Training**

The Operators shall continue to enforce their SWPPP's prohibitions on employees sweeping storm water runoff from their Facilities onto East Frontera.

The Operators agree to continue to implement a training program, including to procure any materials needed for effectiveness, so that employees understand the prohibition on sweeping or pushing storm water from the Facilities onto the street.

III. Environmental Project

The Operators agree to contribute a combined total of twenty thousand dollars (\$20,000) to fund the restoration of an environmental education pond at Rancho Soñado environmental education facility, the headquarters of *Inside the Outdoors*®. The Operators agree to pay the twenty thousand dollars (\$20,000) to Inside the Outdoors Foundation, c/o Orange County Department of Education, 200 Kalmus Drive, Costa Mesa, CA 92628, Attention: Pam Johnson, within fourteen (14) days from the signing of this agreement to be used for this purpose.

IV. Attorney's Fees, Costs and Compliance Fees

The Operators agree to pay the costs and fees borne by Coastkeeper and its legal related to this action within 30 days of execution of this agreement in the amount of \$55,000.

Furthermore, the Operators agree to deposit \$14,000 into an account to reimburse Coastkeeper for direct costs and non-legal expenses associated with this action.

V. Termination Date

Coastkeeper and the Operators agree this agreement will terminate on its own terms one (1) calendar year from the date of execution.

Dated: August 10, 2010



Garry Brown
Executive Director
ORANGE COUNTY COASTKEEPER

Dated: _____, 2010

George Adams
President
SA RECYCLING AND
REMEDY ENVIRONMENTAL