

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between All American Asphalt (including Unit No. 1 and All Amer Aggregates) (referred to as “All American Asphalt”) and the South Coast Air Quality Management District (“South Coast AQMD”) (collectively referred to as “Parties” or individually as “Party”).

### RECITALS

**A.** The South Coast AQMD is a political subdivision of the State of California created by the legislature to exercise responsibility for comprehensive air pollution control within Orange County and designated portions of Los Angeles, Riverside, and San Bernardino Counties, with its headquarters located at 21865 Copley Drive, Diamond Bar, California 91765.

**B.** All American Asphalt owns and operates asphalt manufacturing facilities at several locations within the South Coast AQMD’s jurisdiction (South Coast AQMD Facility ID Nos. 3704 (Corona), 5998 (Westminster), 82207 (Irvine), 114264 (Irwindale)) and subject to the South Coast AQMD’s rules and regulations.

**C.** The South Coast AQMD has issued the following Notices of Violation (“NOVs”):

1. Corona Facility – NOVs P66214, P66227, P67393;
2. Westminster Facility – NOV P66219;
3. Irwindale Facility – NOVs P66863, P66867;
4. Irvine Facility – NOVs P68583, P69725, P69580, P69581, P69600, P68592.

**D.** South Coast AQMD alleged that the facilities operated in violation of South Coast AQMD’s Rules 203, 402, 1146, 1155, 2004, and 2012 and California Health and Safety Code Section 41700.

**E.** All American Asphalt applied for a permit to install a crumb rubber/asphalt oil blending system, oil heater, condensers, filters, electrostatic precipitators (“ESPs”), and carbon adsorption unit (Application Number 623921). South Coast AQMD issued a Rule 441 research permit to All American Asphalt in Irvine to install the carbon adsorption system at the exhaust of the crumb rubber/asphalt blending system. Under the requirements of the research permit, All American will be required to perform extensive source testing of the emissions from this process to further the state of knowledge of the emissions, characterize potential odorous and toxic compounds emitted from the process, and to ensure that the proposed control is effective.

**F.** The Parties enter into this Agreement with the intention of settling any civil penalties authorized by California Health and Safety Code Sections 42400 *et seq.*, for violation(s) of the above-specified rule(s) as indicated in the above-referenced notices of violation on the terms and conditions set forth herein.

## AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date upon which the last Party executes it.
2. **CIVIL PENALTY.** All American Asphalt agrees to pay a **\$53,500** monetary penalty to the South Coast AQMD for NOVs P66214, P66227, P66219, P66863, P66867, P67393, P68583, P69725, P69580, P69581, P69600, and P68592 by no later than **March 30, 2021**. The payment shall be in the form of a check made payable to the South Coast Air Quality Management District and shall be mailed to:

Daphne Hsu  
Senior Deputy District Counsel  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-0940

3. **SUPPLEMENTAL ENVIRONMENTAL PROJECT.** All American Asphalt shall at its Irvine facility (Facility ID No. 82207):
  - a) If the evaluation performed under the Rule 441 research permit originally issued November 20, 2020, reissued December 17, 2020, and any revisions thereto (a copy of the most recent research permit is attached as Exhibit A) indicates a decrease in odor or other emissions with the use of the carbon adsorption unit, only operate the crumb rubber/asphalt oil blending system with the carbon adsorption unit if and when issued a permit to operate.

This SEP is being valued at \$87,000 for purposes of this Agreement. If South Coast AQMD determines that All American Asphalt is in breach of the SEP provision specified in a, above, or any portion thereof as required, South Coast AQMD shall provide written notice of such determination to All American Asphalt and provide All American Asphalt with a 10-day cure period (from the date All American Asphalt receives any such notice) to address any such alleged breach. In the event that a breach is not reasonably susceptible of cure within a 10-day period, All American Asphalt shall have a reasonable time to cure such breach so long as All American Asphalt has commenced such cure within the 10-day period and thereafter diligently pursues the cure to completion. In the event that All American Asphalt fails to cure an alleged default of the SEP provisions specified in a, above, All American Asphalt shall pay the South Coast AQMD \$87,000 within 14 days after South Coast AQMD makes the request for payment.

All American Asphalt further agrees to implement the following Additional SEPs at its Irvine Facility:

- b) Provide instructions to all trucks departing the Irvine facility with a load of asphalt that such loads must be covered (e.g., with tarps) prior to leaving the facility; and
- c) Provide instructions (via map or otherwise) to all trucks departing the Irvine facility with a load of asphalt regarding current City of Irvine truck routes (a copy of current truck routes is attached as Exhibit B).

All American Asphalt satisfies the requirement to “provide instructions to all trucks departing the Irvine facility” in conditions b-c, above, by posting the information in a location readily observable by trucks departing the Irvine facility or by providing written instructions to trucks leaving the Irvine facility on at least a quarterly basis. If All American Asphalt chooses to provide written instructions periodically to satisfy conditions b-c, it shall maintain a log of such actions and copy of instructions and provide such log and instructions to South Coast AQMD upon request. Such log and instructions shall be maintained to cover at least the preceding 2 years (8 quarters).

4. **SCOPE OF AGREEMENT AND RELEASE.** Subject to the full, complete, and timely performance of the obligations agreed to by All American Asphalt in this Agreement, the South Coast AQMD hereby releases All American Asphalt from any and all claims or civil penalties arising from the violation(s) and the incident(s) alleged in Notice(s) of Violation NOV's P66214, P66227, P67393, P66219, P66863, P66867, P68583, P69725, P69580, P69581, P69600, and P68592.
5. **NO ADMISSION OF LIABILITY.** The agreements, statements, pleadings and actions stated in or taken pursuant to this Agreement are made for the purpose of compromising and settling these matters amicably, in the spirit of conciliation, and to avoid protracted and expensive litigation. Nothing contained in this Agreement shall constitute or be construed, considered, offered or admitted, in whole or in part, as evidence of an admission or evidence of fault, wrongdoing, liability or violative conduct by any Party or its respective present or former officers, directors, agents, employees, servants, affiliates, contractor, attorneys, shareholders, successors-in-interest, predecessors-in-interest, subsidiaries, parents, and assigns, in any administrative or judicial proceeding or litigation in any court, agency, or forum whatsoever.
6. **COMPLIANCE WITH EXISTING LAWS AND REGULATIONS.** Nothing in this Agreement shall be construed to limit or excuse All American Asphalt's duty to comply with any other permits it may hold and with all applicable laws and regulations with regard to All American Asphalt's operations.
7. **SUCCESSORS AND ASSIGNS.** This Agreement shall be deemed to obligate, extend to, and inure to the benefit of the Parties to the Agreement, and the legal successors, assigns, transferees, grantees, and heirs of each such Party, including those who may assume any or all of the capacities described herein.
8. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties with respect to specific matters covered by this Agreement, and no other agreements,

statements or promises made by any party or made to any employee, officer or agent of any party, shall be valid or binding with respect to said matters. This Agreement supersedes all prior proposals, agreements, and understandings between the Parties and may not be changed or terminated orally, and no change, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the Party against whom the same is sought to be enforced.

9. **GOVERNING LAW.** The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California, regardless of the choice-of-law provisions of California or any other jurisdiction.
10. **RECITAL INCORPORATION.** The Recitals are made a part of this Agreement as if they were fully written herein.
11. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, unlawful, void or unenforceable, then such provision shall be enforced to the extent that it is not illegal, invalid, unlawful, void, or unenforceable, and the remainder of this Agreement shall continue in full force and effect.
12. **AUTHORITY TO EXECUTE.** Each Party represents and warrants to the other Party that the signatories to the Agreement have been duly authorized to execute the Agreement on behalf of the entities identified below.
13. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same document.
14. **COPIES.** The Parties may execute and deliver this Agreement by transmitting an authorized signature by fax or pdf, and copies of this Agreement signed and delivered by means of faxed signatures or signatures in a pdf document shall have the same effect as copies executed and delivered with original signatures.
15. **NOTICES.** All notices, requests, and other communications which may be given under or concerning this Agreement shall be made in writing and shall be deemed to have been given when received. In each case notice shall be sent to:

For ALL AMERICAN ASPHALT:


Matt Williamson  
Partner  
Manatt, Phelps & Phillips, LLP  
695 Town Center Drive, 14<sup>th</sup> Floor  
Costa Mesa, CA 92626  
Telephone No.:  
Facsimile No.:  
Email: [MWilliamson@Manatt.com](mailto:MWilliamson@Manatt.com)

For the SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT:


Daphne Hsu  
Senior Deputy District Counsel  
South Coast Air Quality Management District  
Office of the General Counsel  
21865 Copley Drive  
Diamond Bar, California 91765-0940  
Telephone No.: (909) 396-3400  
Facsimile No.: (909) 396-2961  
Email: [dhsu@aqmd.gov](mailto:dhsu@aqmd.gov)

IN WITNESS THEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date set forth below their respective signatures.

**SOUTH COAST AIR QUALITY  
MANAGEMENT DISTRICT**

By:   
Daphne Hsu  
Senior Deputy District Counsel

**ALL AMERICAN ASPHALT**

By:   
  
(Print Name)  
  
*Asphalt Operations Manager*  
(Title)

Date: February 25, 2021

Date: 2-26-2021, 2021

Exhibit A



# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

Issued as of November 20, 2020  
Reissued as of December 17, 2020

John Gardner  
Plant Manager  
All American Asphalt  
P.O. Box 2229  
Corona, CA 91718

Subject: Rule 441 – Research Operations Permit  
A/N 623921 – Crumb Rubber/Asphalt Oil Blending System, Oil  
Heater, Condensers, Filters, ESPs, and Carbon Adsorption Unit

Dear Mr. Gardner,

Thank you for your original application submittal for the purpose of receiving a Permit to Construct for the Carbon Adsorption Unit. South Coast AQMD staff have determined that a Permit to Construct cannot be issued at this time, and have decided that this application will be utilized for the purpose of issuing a Rule 441 – Research Operations Permit for the subject equipment located at 10671 Jeffrey Road, Irvine, CA 92602. The purpose of the Rule 441 permit is to expand the state of the knowledge of the operation of the subject equipment, including criteria pollutant emissions, odor emissions, and toxic emissions. Rule 441 allows for equipment to operate for a limited period and provides for an exemption from South Coast AQMD Regulation IV rules, but excludes Rule 402 – Public Nuisance. All other South Coast AQMD rules apply to research permits.

The current proposal includes permit applications for a Crumb Rubber/Asphalt Oil Blending System, Oil Heater, two ESPs, and Carbon Adsorption Unit. The proposed parameters to be studied are VOC, toxics, and associated odor creating components. Rule 441 requires the purpose of the operation under the research permit to allow for “investigation, experiment, or research to advance the state of knowledge or the state of the art.” Rule 441 requires that “The Air Pollution Control Officer shall not grant approval unless the operation is conducted in a manner to minimize emissions into the atmosphere to the maximum extent possible.”

*Cleaning the air that we breathe...*

South Coast AQMD has determined that the subject equipment are sufficient to justify as a research operation. Therefore, the following are the equipment descriptions and conditions under which this Rule 441 Research Operations Permit is issued and approved:

#### EQUIPMENT DESCRIPTIONS

Crumb Rubber/Asphalt Blending System, consisting of:

1. Hopper, Receiving, Crumb Rubber, 7'-0" W. x 8'-0" L. x 15'-0" H., 10,000 Lbs. Capacity, with a 2-Hp Vane Feeder.
2. Hopper, Receiving, High Natural Rubber, 5'-0" W. x 8'-0" L. x 15'-0" H., 4,000 Lbs. Capacity, with a 2-Hp Vane Feeder.
3. Conveyor, Screw, 5-Hp.
4. Heat Exchanger, Asphalt Oil, with a 15-Hp Transfer Pump.
5. Tank, Extender Oil, 8'-0" Dia. x 7'-0" L., 2,000 Gals. Capacity, with a 2-Hp Transfer Pump.
6. Tank, Mixing, 4'-0" Dia. x 5'-0" H., 400 Gals. Capacity, with a 30-Hp Mixing Auger, and a Vapor Condenser with 4" thick Steel Wool.
7. Tank, Secondary Mixing and Storage, Two Compartments, 10'-0" Dia. x 45'-0" L., 30,000 Gals. Capacity, with two 10-Hp Horizontal Mixing Augers, Vapor Condenser with 4" thick Steel Wool, and a 20-Hp Transfer Pump.

Modification of the current 7,600,000 BTU/Hr Process Oil Heater by installation of a 7,000,000 BTU/HR CEI Enterprises, Model HDI-400, Natural Gas Fired Low NOx Burner, Power Flame, Model NP2-NG-840, with Flue Gas Recirculation, and a 10-Hp blower.

Air Pollution Control System, consisting of:

1. Electrostatic Precipitator, Trion Air Boss, Model T1300, Two Chambers, 0.9 Kw.
2. Exhaust System with a 1-Hp Blower, venting a Mixing Tank.

Air Pollution Control System, consisting of:

1. Electrostatic Precipitator, Trion Air Boss, Model T2600, Two Chambers, 1.925 Kw.
2. Exhaust System with a 2-Hp Blower, venting a Secondary Mixing and Storage Tank.

Air Pollution Control System, consisting of:

1. Carbon Adsorber, ENVENT Corporation, Model EC-2000, with Two Canisters in series (Primary and Secondary), each 3'-9.5" Dia. x 7'-10" H. and each with 2,000 Pounds of Activated Carbon.
2. Exhaust System with a 10-Hp Blower, venting Two Electrostatic Precipitators.

#### GENERAL CONDITIONS

1. This permit shall expire within 90 days from the issuance date of this Permit, or 90 days after completion of installation/commencing operation of the equipment, whichever is later, unless an extension is approved in writing by the Executive



Officer. A written request for extension shall be filed with the South Coast AQMD Engineering Division prior to the permit's expiration date. The written request shall include reasons for extension request, status of construction, estimated completion date, and increments of progress.

2. This permit is granted pursuant to the provisions of Rule 441- Research Operations. The operator shall conduct research operations in a manner that will minimize emissions to the atmosphere to the maximum extent possible.
3. Within 90 days of completion of the research experiment, the operator shall submit to South Coast AQMD (Attn: Mr. Richard Hawrylew) a comprehensive report which, at a minimum details the history of the project (including the dates of the start of construction, construction completion, and start of operation), final equipment configuration, final emission source test results, and offer an assessment on the long-term viability of the project. The submittal shall include a copy of this permit. This report shall be submitted to South Coast AQMD, Chemical/Mechanical/Ports/Title V Team, 21865 Copley Drive, Diamond Bar, CA 91765.
4. Records shall be maintained to demonstrate compliance with the conditions on this permit. Records shall be kept in a format acceptable to the South Coast AQMD, shall be retained at the facility for a minimum of two years, and shall be made available to South Coast AQMD personnel upon request.

#### EQUIPMENT CONDITIONS

##### CRUMB RUBBER/ASPHALT OIL BLENDING SYSTEM

1. This equipment shall not be operated unless the mixing tank, and the secondary mixing and storage tank are vented to air pollution control equipment which is in full use and has a valid Permit to Construct by the Executive Officer. The air pollution control equipment shall include a condenser and steel wool for each tank, an ESP for the mixing tank and secondary mixing tank, and a common carbon adsorber serving both tank exhausts.
2. The total quantity of material processed by this equipment shall not exceed 6,900 tons in any calendar month.
3. The total quantity of asphaltic concrete produced at this facility shall not exceed 121,050 tons in any calendar month.
4. The maximum operating temperature of the material processed in this equipment shall not exceed 450 deg. F. The maximum material operating temperature occurs at the feed line of the asphalt oil into the mixing tank. The temperature is measured and read daily while the plant is in production with the use of a micro motion readout on the local control panel.
5. A temperature indicator shall be installed and maintained in the exhaust of reaction/holding tank, between the condenser and the steel wool filter, to indicate the temperature of the exhaust gases in degrees Fahrenheit.
6. The temperature of the exhaust gases as measured in Crumb Rubber System condition No. 5 shall not exceed 120 degrees Fahrenheit.

OIL HEATER

1. This equipment shall comply with all applicable requirements of Rule 1146.
2. The operator shall install and maintain a non-resettable totalizing fuel meter to accurately indicate, in cubic feet, the total quantity of natural gas consumed by this equipment.
3. The total quantity of natural gas burned in this equipment shall not exceed 2,100,000 cubic feet in any calendar month.
4. Oxides of Nitrogen (NO<sub>x</sub>) discharged from the heater burner shall not exceed 9 parts per million by volume (ppmv) expressed as NO<sub>2</sub> on a dry basis corrected to 3% oxygen, averaged over 30 consecutive minutes.
5. The operator of this equipment shall conduct source tests to demonstrate compliance with Oil Heater Condition No. 4 and the requirements of Rule 1146 under the following conditions:
  - A. If the standard protocol for Rule 1146 is not used, then a source test protocol shall be submitted to the South Coast AQMD (addressed to the South Coast AQMD, Attn: Richard H. Hawrylew, Engineering and Permitting, 21865 Copley Dr., Diamond Bar, CA 91765) before the equipment begins operation unless otherwise approved in writing by the South Coast AQMD.
  - B. The test protocol shall be approved in writing by the South Coast AQMD before the test commences. The test protocol shall include the completed South Coast AQMD forms ST-1 and ST-2 specifying the proposed operating conditions of the equipment during the test, the identity of the testing laboratory, a statement from the testing laboratory certifying it meets the criteria in South Coast AQMD Rule 304(k) and a description of the sampling and analytical procedures to be used.
  - C. The source tests shall be conducted within 30 days after completion of installation/commencing operation of the equipment or receipt of the South Coast AQMD source test protocol approval, whichever is later, unless otherwise approved in writing by the South Coast AQMD.
  - D. The tests shall measure NO<sub>x</sub>, CO, oxygen content, moisture content, temperature and the exhaust flow rate at the outlet of this equipment, at the maximum heat input at which the unit normally operates. The report shall present the emission data in pounds per hour and parts per million on a dry basis corrected to 3% oxygen.
  - E. NO<sub>x</sub> and CO emission determination shall be averaged over a period of at least 15 and no more than 60 consecutive minutes, and at least 15 minutes after unit start-up.
  - F. If the combustion device operated with variable heat input that falls below 50% of the rated heat input capacity during normal operation, additional testing for NO<sub>x</sub> and CO emissions shall be made using a heat input of less than 35% of the rated heat input capacity.
6. A written notice of the source tests shall be submitted to the South Coast AQMD at least 7 days prior to the source testing date so that an observer from the South Coast

- AQMD may be present.
7. Two complete copies of the source test reports shall be submitted to the South Coast AQMD (to the same address as stated above) within 30 days after the source testing date unless otherwise approved in writing by the South Coast AQMD. The source test reports shall include, but may not be limited to, all testing data required in the permit conditions and all items listed in the South Coast AQMD Source Test Checklist Forms ST-1 and ST-2.
  8. A testing laboratory certified by the California Air Resources Board in the required test methods for criteria pollutants to be measured, and in compliance with South Coast AQMD Rule 304 (no conflict of interest) shall conduct the test.
  9. Sampling facilities shall comply with the South Coast AQMD guidelines for construction of sampling and testing facilities, pursuant to Rule 217.

#### ESP – venting Mixing Tank

1. This equipment shall be in full use whenever the mixing tank is in operation.
2. This equipment shall not be operated unless it is vented to air pollution control equipment which is in full use and has a valid Permit to Construct by the Executive Officer.
3. The operator shall clean and maintain this equipment in accordance to the manufacturer's specifications.

#### ESP – venting Secondary Mixing and Storage Tank

1. This equipment shall be in full use whenever the secondary mixing and storage tank is in operation.
2. This equipment shall not be operated unless it is vented to air pollution control equipment which is in full use and has a valid Permit to Construct by the Executive Officer.
3. The operator shall clean and maintain this equipment in accordance to the manufacturer's specifications.

#### CARBON ADSORBER – venting two ESPs

1. An identification tag(s) or nameplate(s) shall be displayed on the equipment to show the amount of carbon in each carbon bed. The tag(s) or plate(s) shall be issued by the manufacturer and shall be adhered to the equipment in a permanent and conspicuous position.
2. This equipment shall be in full use whenever the mixing tank and/or secondary mixing and storage tank are in operation.
3. The operator shall use fresh carbon with an initial Carbon Tetrachloride Activity Number of not less than 60% as measured by ASTM Method D3467, or a Butane Activity Number of not less than 23.5% as measured by ASTM Method D5742.
4. When the Total Organic Compound (TOC) concentration measured at the outlet of the primary carbon adsorber demonstrates less than 90 percent control efficiency the operator shall replace no less than 2,000 pounds of activated carbon as follows:

- A. Primary canister replaced with either fresh activated carbon or activated carbon from the secondary canister.
- B. Secondary canister replaced with fresh activated carbon.
5. Spent carbon removed from the system shall be stored in closed containers prior to disposal or regeneration. If disposed, disposal shall be in accordance with applicable hazardous materials rules and regulations.
6. TOC concentrations shall be measured at the inlet and outlet of the primary and secondary carbon adsorbers, in parts per million by volume, using a flame ionization detector (FID), or a photoionization detector (PID) or South Coast AQMD approved organic vapor analyzer calibrated in parts per million by volume (ppmv) as hexane, (if other calibrating agent was used, it shall be correlated to and expressed as hexane). The analyzer shall meet EPA Method 21 requirements. Measurements shall be made and recorded under the following schedule, upon initial operation of the equipment, under normal operating conditions:
  1. Once a day for the first week, and
  2. Once a week for the duration of the permit.
7. The operator of this equipment shall conduct source tests under the following conditions:
  - A. A source test protocol shall be submitted to the South Coast AQMD (addressed to the South Coast AQMD, Attn: Richard H. Hawrylew, Engineering and Permitting, 21865 Copley Dr., Diamond Bar, CA 91765) before the equipment begins operation unless otherwise approved in writing by the South Coast AQMD.
  - B. The test protocol shall be approved in writing by the South Coast AQMD before the test commences. The test protocol shall include the completed South Coast AQMD forms ST-1 and ST-2 specifying the proposed operating conditions of the equipment during the test, the identity of the testing laboratory, a statement from the testing laboratory certifying it meets the criteria in South Coast AQMD Rule 304(k) and a description of the sampling and analytical procedures to be used.
  - C. The source tests shall be conducted within 30 days after completion of installation/commencing operation of the equipment or receipt of the South Coast AQMD source test protocol approval, whichever is later, unless otherwise approved in writing by the South Coast AQMD.
  - D. The source tests shall consist of, but may not be limited to, testing of the inlet and outlet of the carbon adsorber when the crumb rubber/asphalt blending system is operating under normal conditions for:
    - (1) Volatile Organic Compounds (VOC) in lb/hr and ppmv
    - (2) VOC collection efficiency (Smoke Tests and Capture Velocities)
    - (3) Total reduced sulfur compounds in lb/hr and ppmv
    - (4) Speciated Toxic Organic Compounds in lb/hr and ppmv
    - (5) Polycyclic Aromatic Hydrocarbons in lb/hr and ppmv
    - (6) Multiple metals in lb/hr
    - (7) Oxygen content
    - (8) Moisture content
    - (9) Flow rate

(10) Temperature

8. A written notice of the source tests shall be submitted to the South Coast AQMD at least 7 days prior to the source testing date so that an observer from the South Coast AQMD may be present.
9. Two complete copies of the source test reports shall be submitted to the South Coast AQMD (to the same address as stated above) within 30 days after the source testing date unless otherwise approved in writing by the South Coast AQMD. The source test reports shall include, but may not limited to, all testing data required in the permit conditions and all items listed in the South Coast AQMD Source Test Checklist Forms ST-1 and ST-2.
10. A testing laboratory certified by the California Air Resources Board in the required test methods for criteria pollutants to be measured, and in compliance with South Coast AQMD Rule 304 (no conflict of interest) shall conduct the test.
11. Sampling facilities shall comply with the South Coast AQMD guidelines for construction of sampling and testing facilities, pursuant to Rule 217. If required for sampling and flow measurements, temporary ducting shall be installed.
12. South Coast AQMD staff will be provided access, and ability to test the emissions from this equipment. Access and testing shall be allowed within 7 days of intent of access and/or test.

*THIS SOUTH COAST AQMD RULE 441 PERMIT CANNOT BE CONSIDERED AS PERMISSION TO VIOLATE EXISTING LAWS, ORDINANCES, REGULATIONS OR STATUTES OF OTHER GOVERNMENT AGENCIES.*

If you have any further questions, please feel free to contact me.

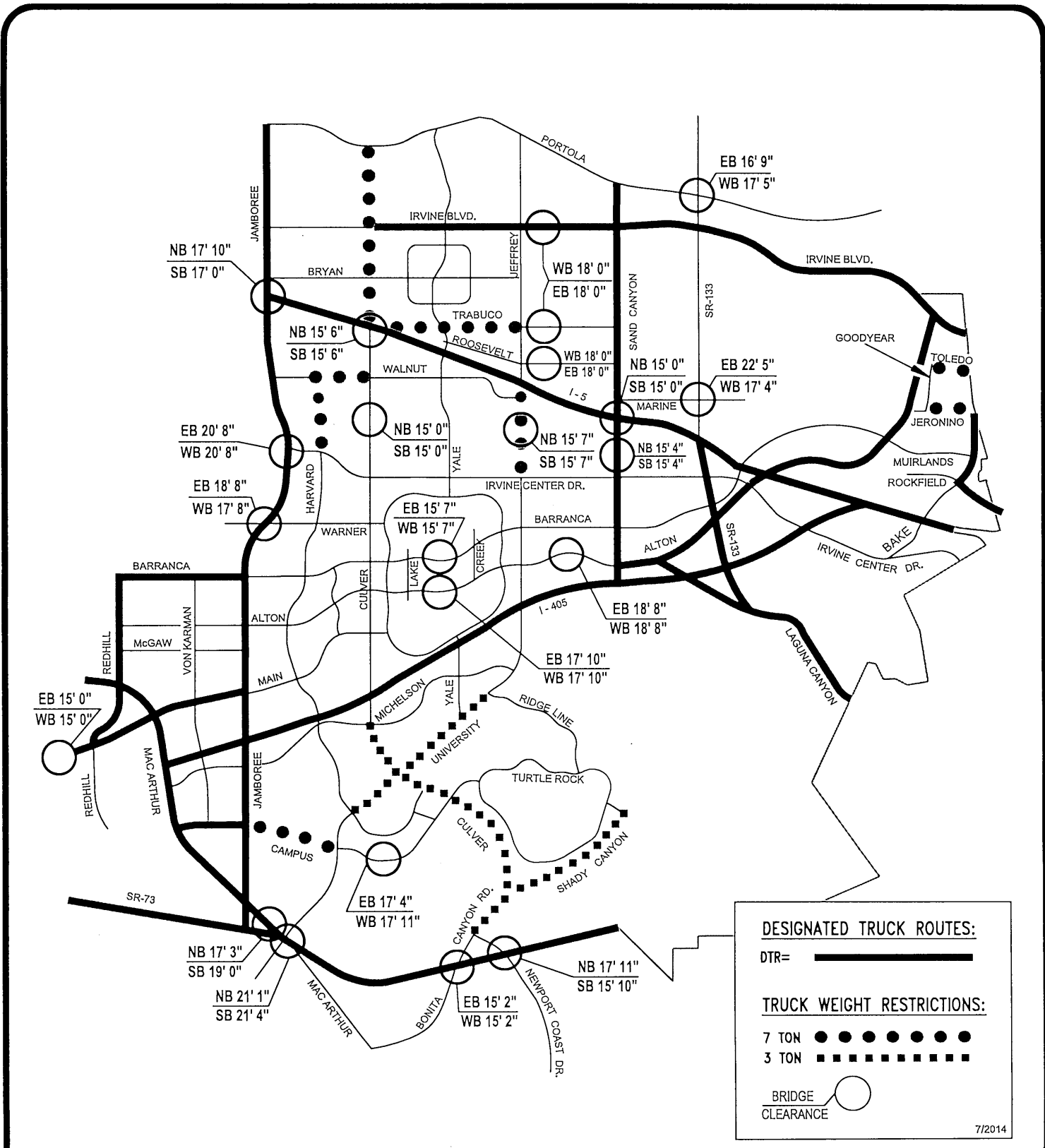
Sincerely,

*Merrill Hickman*

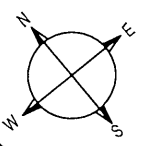
Merrill Hickman  
Senior AQ Engineering Manager  
Engineering and Permitting  
South Coast AQMD

cc: Scott Taylor, Taylor Environmental Services  
Jason Aspell, South Coast AQMD  
Amir Dejbakhsh, South Coast AQMD

**Exhibit B**



CITY OF IRVINE \* PUBLIC WORKS DEPARTMENT \* NEIGHBORHOOD TRAFFIC ENGINEERING



**DESIGNATED AND RESTRICTED TRUCK ROUTES**  
 PER IRVINE MUNICIPAL CODE

