



COMMUNITY MONITOR COMMITTEE

Altamont Landfill Settlement Agreement

*** The Public is Welcome to Attend***

VOTING MEMBERS

Jeff Williams
City of Livermore

Cindy McGovern
City of Pleasanton

Donna Cabanne
Sierra Club

Arthur Boone
Northern California
Recycling Association

NON-VOTING MEMBERS

Tianna Nourot
Waste Management
Altamont Landfill and
Resource Recovery
Facility

Eva Chu
Alameda County

Robert Cooper
Altamont Landowners
Against Rural
Mismanagement (ALARMA)

STAFF

Judy Erlandson
City of Livermore
Public Works Manager

AGENDA

DATE: **Wednesday, November 4, 2009**

TIME: **4:00 p.m.**

PLACE: City of Livermore
Maintenance Services Division
3500 Robertson Park Road

1. Call to Order
2. Introductions
3. Roll Call
4. Selection of Committee Chairperson (no report)
5. Approval of Minutes (July 8, 2009)
6. Open Forum This is an opportunity for members of the audience to comment on a subject not listed on the agenda. No action may be taken on these items.
7. Matters for Consideration
 - 7.1 **Community Monitor Updates: Class 2 Soil File Review; Reports Received: Title V (air emissions), Stormwater Monitoring, and Groundwater Monitoring (ESA)**
 - 7.2 **Review of Reports from Community Monitor (ESA)**
 - 7.3 **Amendment of ESA Contract - correction (verbal update from staff)**
8. Agenda Building

This is an opportunity for the Community Monitor Committee Members to place items on future agendas.
9. Adjournment

The next regular Community Monitoring Committee meeting will take place on January 13, 2010 at 3500 Robertson Park Road, Livermore.

Informational Materials:

- Community Monitor Roles and Responsibilities
- List of Acronyms
- July 8, 2009 Draft Minutes
- Reports from ESA

City of Livermore
TDD (Telecommunications for the Deaf)
(925) 960-4104

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CALL (925) 960-4586/4582 (VOICE) OR (925) 960-4104 (TDD) AT LEAST 72 HOURS IN ADVANCE OF THE MEETING.

The Community Monitor Committee Agenda and Agenda Reports are prepared by City staff and are available for public review on the Thursday prior to the Community Monitor Committee meeting at the Maintenance Service Center, located at 3500 Robertson Park Road, Livermore. The Community Monitor Committee Agenda is available for public review at the Civic Center Library, located at 1188 S. Livermore Avenue, Livermore, and on the bulletin boards located outside City Hall, located at 1052 S. Livermore Avenue, Livermore, and the Maintenance Service Center.

Under Government Code §54957.5, any supplemental material distributed to the members of the Community Monitor Committee after the posting of this Agenda will be available for public review upon request at 3500 Robertson Park Road., Livermore or by contacting us at 925-960-8000.

If supplemental materials are made available to the members of the Community Monitor Committee at the meeting, a copy will be available for public review at the Maintenance Service Center, at 3500 Robertson Park Road, Livermore

Community Monitor Committee Roles and Responsibilities

Below is a summary of the duties and responsibilities of the Community Monitor Committee and related parties as defined by the Settlement Agreement between the County of Alameda, the City of Livermore, the City of Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc. The purpose of this document is to aid in determining if discussion items are within the scope of the Community Monitor Committee.

Community Monitor Committee's Responsibilities

Under Settlement Agreement section 5.1.2, the CMC is responsible for supervising and evaluating the performance of the Community Monitor as follows:

- A. Interviewing, retaining, supervising, overseeing the payment of, and terminating the contract with the Community Monitor;
- B. Reviewing all reports and written information prepared by the Community Monitor; and
- C. Conferring with the Community Monitor and participating in the Five Year Compliance Reviews (next due 8/22/2010) and the Mid-Capacity Compliance Review (due when the new cell is constructed and capacity is close to 50%, unlikely to occur before 2028) (Condition number 6 of Exhibit A of the Agreement).

Community Monitor's Responsibilities

The Community Monitor supplements and confirms the enforcement efforts of the County Local Enforcement Agency. The Community Monitor is primarily responsible for:

- A. Reviewing any relevant reports and environmental compliance documents submitted to any regulatory agency (sections 5.7.1, 5.7.2, and 5.7.3);
- B. Advising the public and the Cities of Livermore and Pleasanton about environmental and technical issues relating to the operation of the Altamont Landfill via the CMC (section 5.7.4);
- C. Presenting an annual written report summarizing the Altamont Landfill's compliance record for the year to the CMC and submitting the report to Alameda County and the Cities of Livermore and Pleasanton (section 5.7.5);
- D. Notifying the County Local Enforcement Agency and Waste Management of Alameda County of any substantial noncompliance findings or environmental risk (section 5.7.6);
- E. Monitoring and accessing the Altamont Landfill site and conducting inspections (section 5.7.7);
- F. Counting trucks arriving at the Altamont Landfill (section 5.7.8); and
- G. Reviewing waste testing data and source information (section 5.7.9).

Waste Management of Alameda County's Responsibilities

Per the settlement agreement, Waste Management is responsible for:

- A. Paying for the services of the Community Monitor, based on an annual cost estimate (section 5.3.3).
- B. Paying an additional 20% over the annual cost estimate if warranted based on "credible evidence" (section 5.3.3).

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List of Acronyms

Below is a list of acronyms that may be used in discussion of waste disposal facilities. These have been posted on the CMC web site, together with a link to the CIWMB acronyms page:

<http://www.ciwmb.ca.gov/LEACentral/Acronyms/default.htm>.

Updates will be provided as needed. This list was last revised on February 27, 2009.

Agencies

ACWMA – Alameda County Waste Management Authority
ANSI – American National Standards Institute
ARB or CARB – California Air Resources Board
ASTM – American Society for Testing and Materials
BAAQMD – Bay Area Air Quality Management District
CDFG or DFG – California Department of Fish and Game
CIWMB – California Integrated Waste Management Board
CMC – Community Monitor Committee
DWR – Department of Water Resources
LEA – Local Enforcement Agency (i.e., County Environmental Health)
RWQCB – Regional Water Quality Control Board
SWRCB – State Water Resources Control Board

Waste Categories

C&D – construction and demolition
CDI – Construction, demolition and inert debris
GSET – Green waste and other fine materials originating at the Davis Street Transfer Station, for solidification, externally processed.
GWRGCT – Green waste that is ground on site and used for solidification or cover
GWSA – Green waste slope amendment (used on outside slopes of the facility)
MSW – Municipal solid waste
RDW – Redirected wastes (received at ALRRF, then sent to another facility)
RGC – Revenue generating cover

Substances or Pollutants

ACM – asbestos-containing material
ACW – asbestos-containing waste
ADC – Alternative Daily Cover. For more information: <http://www.ciwmb.ca.gov/lqcentral/basics/adcbasic.htm>
BTEX – benzene, toluene, ethylbenzene, and xylene (used in reference to testing for contamination)
CH₄ – methane
CO₂ – carbon dioxide
DO – dissolved oxygen
HHW – household hazardous waste
LFG – landfill gas
LNG – liquefied natural gas
MTBE – methyl tertiary butyl ether, a gasoline additive
NMOC – Non-methane organic compounds
NTU – nephelometric turbidity units, a measure of the cloudiness of water
RL – reporting limit: in groundwater analysis, for a given substance and laboratory, the concentration above which there is a less than 1% likelihood of a false-negative measurement.
TCE - Trichloroethylene
TDS – total dissolved solids
TKN – total Kjeldahl nitrogen
VOC – volatile organic compounds

Documents

CCR – California Code of Regulations (includes Title 14 and Title 27)

CoIWMP – County Integrated Waste Management Plan
JTD – Joint Technical Document (contains detailed descriptions of permitted landfill operations)
MMRP – Mitigation Monitoring and Reporting Program
RDSI – Report of Disposal Site Information
RWD – Report of Waste Discharge
SRRE – Source Reduction and Recycling Element (part of CoIWMP)
SWPPP – Stormwater Pollution Prevention Plan
WDR – Waste Discharge Requirements (Water Board permit)

General Terms

ALRRF – Altamont Landfill and Resource Recovery Facility
BGS – below ground surface
CEQA – California Environmental Quality Act
CQA – Construction Quality Assurance (relates to initial construction, and closure, of landfill Units)
CY – cubic yards
GCL – geosynthetic clay liner
GPS – Global Positioning System
IC engine – Internal combustion engine
LCRS – leachate collection and removal system
LEL – lower explosive limit
mg/L – milligrams per liter, or (approximately) parts per million
µg/L – micrograms per liter, or parts per billion
PPE – personal protective equipment
ppm, ppb, ppt – parts per million, parts per billion, parts per trillion
STLC – Soluble Threshold Limit Concentration, a regulatory limit for the concentrations of certain pollutants in groundwater
TTLC – Total Threshold Limit Concentration, similar to STLC but determined using a different method of analysis
TPD, TPM, TPY – Tons per day, month, year
WMAC – Waste Management of Alameda County



*COMMUNITY MONITOR
COMMITTEE
Altamont Landfill Settlement Agreement
Minutes of July 8, 2009*

DRAFT

1. Call to Order

Ms. Leider called the meeting to order at 4:09 p.m.

2. Roll Call

Members Present:

Marj Leider, Chair; Cindy McGovern; Donna Cabanne; Arthur Boone (arrived 4:14 PM); Karen Moroz, Alameda County Environmental Health; and Teresa Dominick, Waste Management Altamont Landfill and Resource Recovery Facility (ALRRF)

Absent:

Robert Cooper, Altamont Landowners Against Rural Mismanagement

Staff:

Dan McIntyre, Danielle Smiley, and Judy Erlandson (arrived 4:50), City of Livermore Public Works Department; and Kelly Runyon, ESA, Community Monitor

Others:

Jeff Williams, Council Member, City of Livermore; Tianna Nourot and Neil Wise, Waste Management ALRRF; Kathleen Minser, Waste Management; and Tom Padia, StopWaste.Org.

3. Introductions

Ms. Leider introduced Livermore City Council Member Jeff Williams, who will replace her on the Committee, due to her busy schedule. Others in the room then introduced themselves. Mr. Williams mentioned that he had visited the landfill gas plant several days previously, with two associates, and was impressed by the sophisticated design of the system.

4. Approval of Minutes

On the motion of Ms. Cabanne, seconded by Ms. McGovern, and carried by a vote of 3-0, the minutes of the meeting of March 11, 2009 were approved.

5. Open Forum

No comments were made.

6. Matters for Consideration

6.1 Presentation by StopWaste.Org Staff Member

Mr. Tom Padia, Source Reduction and Recycling Director with the Alameda County Waste Management Authority and Recycling Board (StopWaste.Org), gave a presentation describing the recently adopted ban on disposal of plant debris. Handouts supporting this presentation were included in the Agenda Packet for the meeting. In addition to those handouts, Mr. Padia provided the following information:

- The Authority obtained confirmation of its ability to pass and enforce the Ordinance, from its legal counsel, prior to passage.
- Passage of the ban was seen as essential for the Authority to meet its stated goal of 75% diversion by the year 2010.
- As described in the Ordinance, solid waste facilities in the County are to prepare Compliance Plans for submittal. The Authority will be issuing guidelines for these Compliance Plans in the near future. The Ordinance requires that these Plans be in place by the end of August, 2009.
- Major generators (such as landscapers) will be targeted by an educational effort that will include giveaways of useful items such as work gloves and tarps.
- Most plant debris arriving at disposal sites arrives in self-haul loads and debris boxes.
- The ban applies to disposal and to beneficial reuse (including ADC, erosion control, etc.). There are specific exceptions for plant material that has been purchased (rather than charged for), or that is produced as "fine material" from certain debris-screening operations.
- Facilities will be inspected for compliance by the LEA. A third-party enforcement group, to be retained by the Authority, will handle compliance issues raised by the LEA and will deal with generators that cause violations.
- Citations for non-compliance may be issued beginning January 1, 2010.
- Facilities are being asked to provide information (signage, etc.) and to help identify violators.
- For self-haulers that do not cooperate, a 50% surcharge may be levied on a load that holds more than 10% plant debris.

In discussion, Committee members asked several questions regarding the plant debris ban. Mr. Padia gave the following additional information:

- The definition of plant debris excludes the fine materials from the Davis Street Construction and Demolition Debris processing line because those fines contain small contaminants that spoil the material for use as compost (bits of glass, etc).
- If a facility operator chooses to accept contaminated loads and sort them with their own forces, that would be acceptable.
- Every city and sanitary district in the County has the ability to separately collect organics, including food scraps, from single-

family residential sources. Most do not extend these services to multi-family dwellings.

- The Authority has not yet done outreach to residences about the new ban, but could consider this, particularly for Livermore, Pleasanton and Dublin.
- Markets that are able to increase their inflow of plant debris include Grover Environmental Products, which obtained a permit to expand over a year ago.
- The ACWMA's strategic planning process will be considering various local options for plant-debris / organics processing
- Facilities that can receive plant debris include Grover in Vernalis (south of Tracy), Newby Island in Milpitas, and Z-Best near Gilroy. The greenhouse-gas impacts from hauling to these facilities are offset by the use of composting, rather than landfilling, to dispose of plant debris.
- Establishment of a new composting facility in eastern Alameda County is uncertain. The party that had the rights to compost at Jess Ranch has apparently sold that entitlement to Recology (formerly Norcal Waste Systems), who may move ahead with a compost operation on their own.

In addition, there was discussion of the need for more compostable service volume for Livermore residents, at no additional charge. This matter will be considered during upcoming contract negotiations.

Also, Mr. Boone indicated that the market for bulk compost in the agricultural sector is operating at capacity, i.e., compost products are being used not disposed.

6.2 Community Monitor Updates: Class 2 Soil File Review; Reports Received (ESA)

Mr. Runyon reported the following:

The Class 2 soil file review is continuing as scheduled, with no errors, omissions or problems noted in the July review.

Two monthly reports on tonnage and vehicle counts have been received (on time) and reviewed. The Stormwater Monitoring Report has also been received but that review is still in progress. By the next meeting, the semiannual air quality and groundwater monitoring reports should also have been received.

6.3 Responses to Committee Members' Questions: Locations of Monitoring Wells; Special Occurrences Log Item (ESA)

Mr. Runyon indicated the locations of monitoring wells E-21 and E-20B.

The Special Occurrences Log item that had not been previously described was described: It concerned the spill of some liquid that took place during the removal of a decommissioned landfill gas flare. The material was profiled and found to be non-hazardous; it was disposed in the ALRRF.

6.4 Review of Reports from Community Monitor (ESA)

Mr. Runyon summarized the recent site visits by stating that no significant issues were noted in May, and windblown litter was the only serious issue in June.

Bar charts of tonnage were reviewed to point out that, using a 12-month running average, the tonnage of refuse delivered to the ALRRF has recently been declining at a rate of approximately 10% to 15% annually.

Ms. Leider asked about the import of San Ramon green waste into the County (to the ALRRF) and why that is continuing to occur, after the plant debris ban has been enacted. Ms. Dominick responded that the ban has not yet taken effect, and options for the future handling of that material could include redirecting it to the Grover facility.

Mr. Boone also mentioned the value of ground green waste as a soil amendment when a landfill applies excavated soil as cover.

In response to a question from Ms. Cabanne, Waste Management staff reported that the LNG plant should begin start-up operations within a week or two, go through several months of testing and ramp-up, and be fully operational in September.

The handling of a mislabeled load of non-friable asbestos was described in the June site visit report. The load was returned to its source because it was incorrectly labeled as friable asbestos. Mr. Wise explained that the landfill required the hauler to take the material back because it was incorrectly labeled. He also explained that virtually all asbestos loads, friable or not, are "load checked" (closely inspected while unloading).

Ms. McGovern asked if the small grass fire, reported in the Special Occurrences Log, was possibly caused by equipment operating on site. Mr. Wise replied that this was not the case, and that the fire was probably caused by material that was already combusting when brought to the site for disposal.

6.5 Amendment of ESA Contract (Staff Report)

Ms. Judy Erlandson, Public Works Manager, joined the meeting and explained the need for an amendment, to clarify the annual escalation that may be applied to ESA's contract. Ms. McGovern asked if the amendment was satisfactory to ESA; Mr. Runyon said that it was. Mr.

Boone asked for clarification of the formula described in the amendment; Ms. Erlandson, Mr. Runyon and several committee members provided a verbal explanation.

On the motion of Ms. Cabanne, seconded by Ms. McGovern, and carried by a vote of 4-0, the amendment was approved.

7. Agenda Building

Ms. McGovern asked for an update on the availability of a turbine that will satisfy local BACT requirements. Ms. Dominick stated that she had asked BAAQMD staff for more information but had not yet received a response.

8. Adjournment

The meeting was adjourned at 5:22 p.m. The next meeting will be held on **Wednesday, September 9 at 4:00 p.m.** at the Livermore Maintenance Services Division at 3500 Robertson Park Road.

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CMC Agenda Item 7.1

memorandum

date October 21, 2009
to ALRRF Community Monitor Committee
from Kelly Runyon
subject CMC Meeting of 11/4/09 - Agenda Item 7.1 - Community Monitor Updates

This memorandum provides an update on work-in-progress by the Community Monitor:

Class 2 Soil File Review – The next file review session was held in mid September. No discrepancies were noted.

Reports Received – Several periodic reports have been received and are discussed below:

Monthly Tonnage Reports and Truck Counts for June and July were received. Truck counts indicate no exceedances of Use Permit conditions in June or July. Tonnages are also within permit limits. Material quantities are discussed further in the next Agenda Item.

The 2008-2009 Annual Report for Storm Water Discharges was received. In general, the quality of stormwater discharges improved noticeably in comparison with the previous year. In particular, the reduction of Total Suspended Solids in the discharge from Basin B, to 100 mg/l (from 16,000 mg/l the previous year) indicates that stormwater controls and Best Management Practices installed in the summer of 2008 have been effective. We reviewed the report and its data tables, and we did not find any trends or incidents that would be cause for concern by the Community Monitor Committee. Treadwell and Rollo staff are continuing to review this report and may have additional comments for the next CMC meeting.

The First Semiannual 2009 Groundwater Monitoring Report was received recently. This report is still under review. Our preliminary review of monitoring data indicates that the concentrations of some constituents have fluctuated, but these variations are relatively minor and only require continued observation. As noted in the cover letter for this report, the Regional Water Board has issued revised Waste Discharge Requirements that permit the construction of Fill Area 2 and two leachate management ponds.

The semi-annual report on air emissions and emission controls, formally titled the Combined Title V Semi-Annual Report and Partial 8-34 Annual Report, was received in July. This very extensive report describes a number of significant changes to the landfill gas system, as well as several noteworthy incidents, and results from compliance testing. The most significant changes to the gas system include:

- The addition of 52 gas extraction wells and the decommissioning of 10 wells, for a net increase of 42 wells.
- The addition of collection and header piping to completely encircle Fill Area 1, providing a means of directing all extracted gas to either or both of two processing areas (turbines, or internal combustion (IC) engines).
- The construction of the LNG facility and its associated flare, next to the internal combustion engines on the west side of Fill Area 1.

The most noteworthy incident during this reporting period was a series of electrical power outages that prevented some or all of the control devices (turbines, IC engines, and flare) from operating, between March 10 and March 16. The ALRRF requested and received a variance from the BAAQMD for the period March 13 – 16, when the outage was caused by PG&E maintenance work. The new flare being installed at the LNG plant will be served by an emergency back-up generator, which will enable the flare to operate during electric utility outages.

Also, several gas wells were found to be operating at higher-than-permitted temperatures (131 degrees F). After careful monitoring to assure that this was not caused by a subsurface fire, these wells were permitted to operate at temperatures below 145 degrees F.

Several gas probes near the perimeter of the landfill were found to have high methane concentrations (exceeding 5% methane in air). All of these probes were within the facility boundary, not near any offsite receptor. On-site structures near the probes were monitored and found not to contain methane. Landfill gas extraction was increased near the probes, and additional wells were installed and brought on line, as noted above.

Quarterly emission monitoring of the surface of the landfill took place in December 2008 and late March 2009. The December “walkover” found 20 locations which exceeded the methane surface concentration limit. After repeated corrective actions and retests, this was reduced to zero. The March surface emissions monitoring found no exceedances.

Compliance tests of the two IC engines took place from December 2008 through March 2009. For each engine, the first test yielded a finding of non-compliance, but after shutdown for adjustments and/or recalibration, each IC engine was found to be in compliance. Compliance tests of the turbines occurred in April; each was found to be in compliance. The flare was last tested in July 2008 and was found to be in compliance at that time.

The complexity of the landfill gas system, and the extensive nature of recent and anticipated modifications, prompted us to carefully review the system maps and data to obtain the best possible understanding of the network of wells, piping and processing equipment. This has yielded the figures on the following pages.

Figure 1 is a map of the gas system currently in place in Fill Area 1. It is the map submitted with the Combined Report, but with ground-surface contour lines removed. The blue circles indicate wells that were shut down during parts of the reporting period, to enable fill activities to proceed. (Wells numbered in red were eventually decommissioned, to be replaced by new wells.) These shutdown locations are consistent with our monthly observations of site operations. **Figure 2** is the same map, showing decommissioned wells (red) and new wells (green). It is noteworthy that in most cases, a decommissioned well has been replaced by a new one, close by. Perhaps more importantly, the coverage of the northern portion of the landfill is much more complete and more uniform than it had been. **Figure 3** is a schematic diagram of the well system, with the perimeter loop represented by the heavy line along the bottom of the figure. This picture demonstrates that most wells are served by at least two collection pipes. This provides a more robust system because it enables extraction to continue if a segment of pipe between two wells is damaged or blocked.

Figure 1 – Wells Temporarily Shut Down

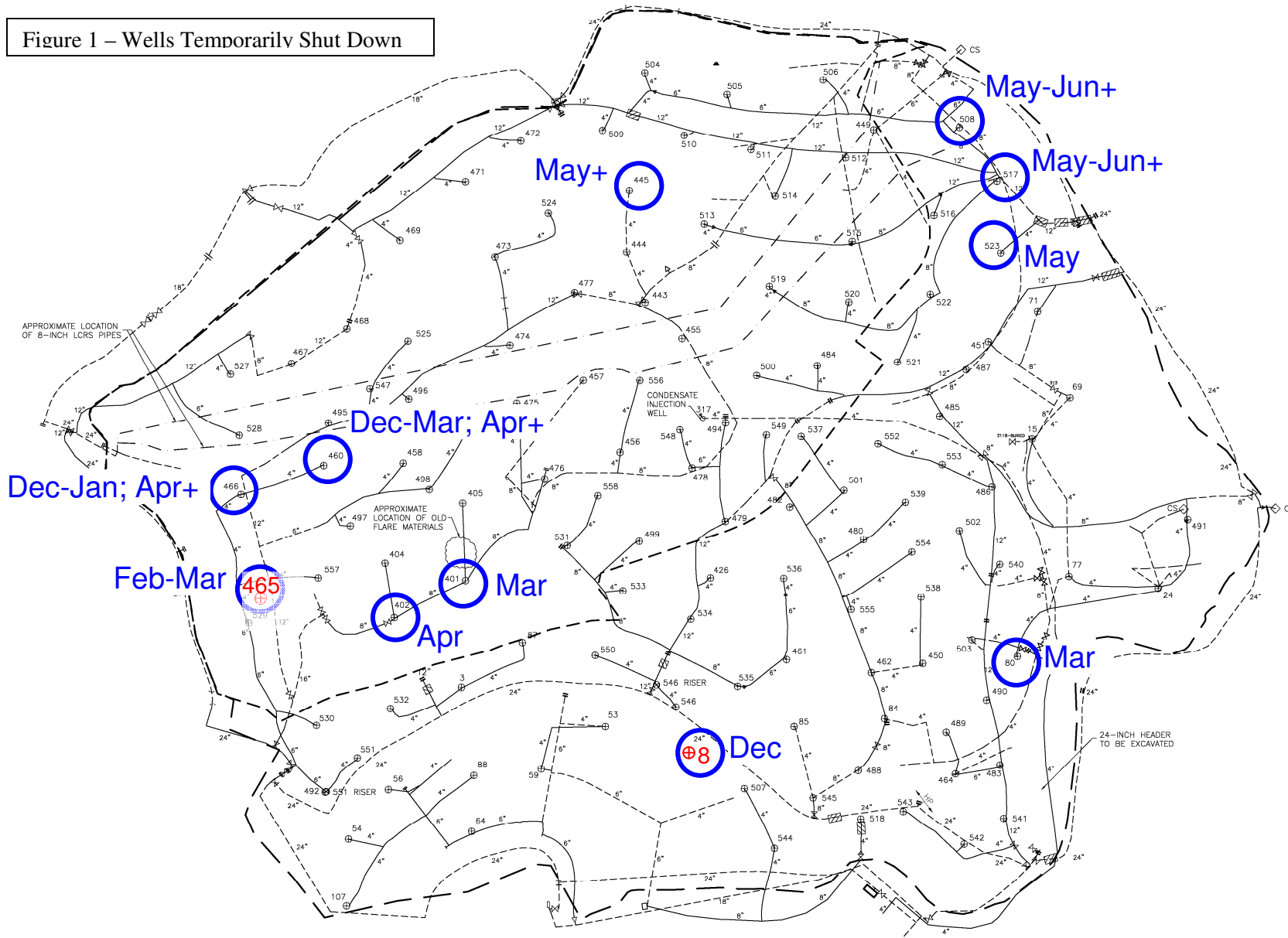


Figure 2 – Wells Decommissioned and Installed

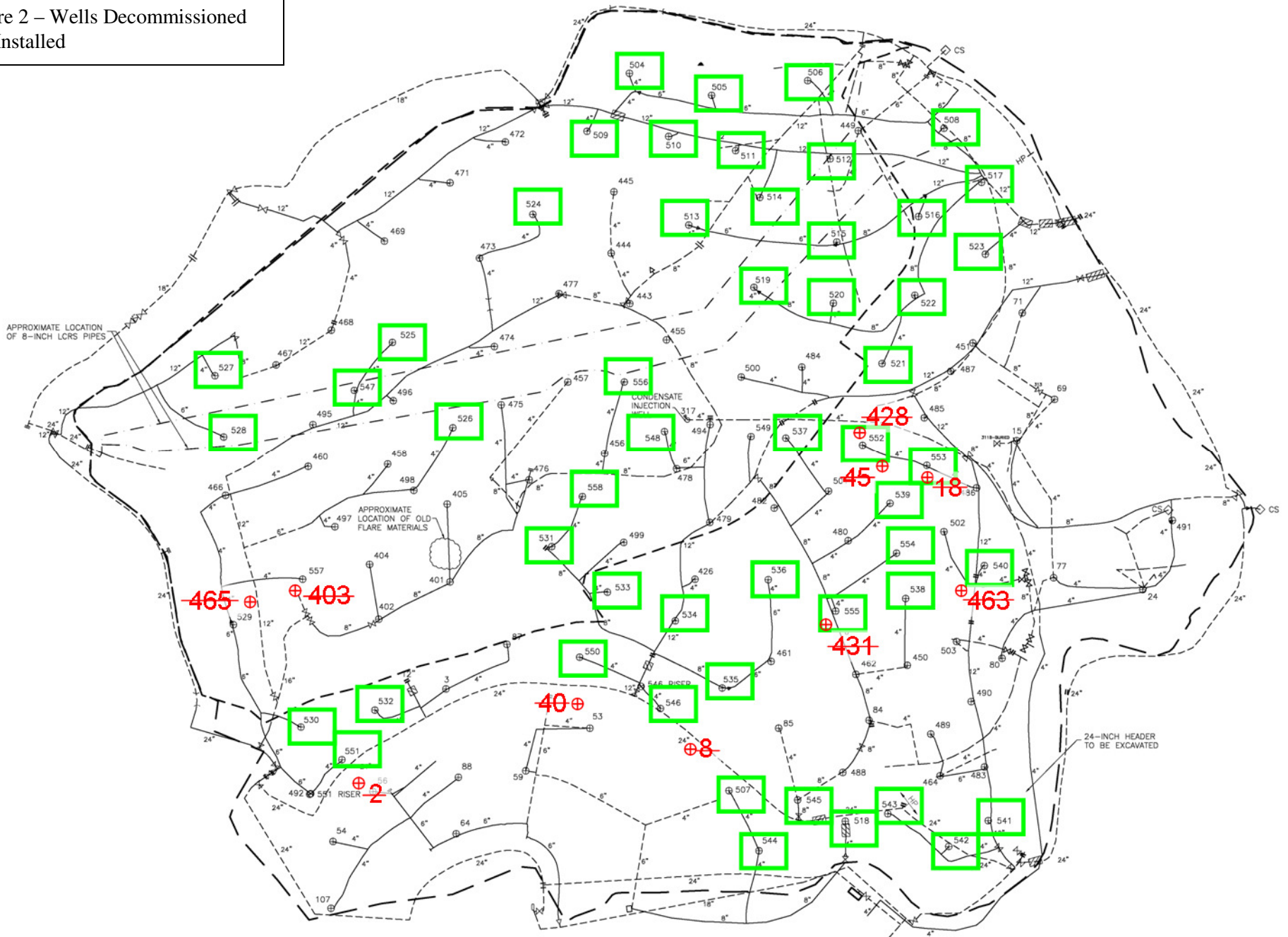
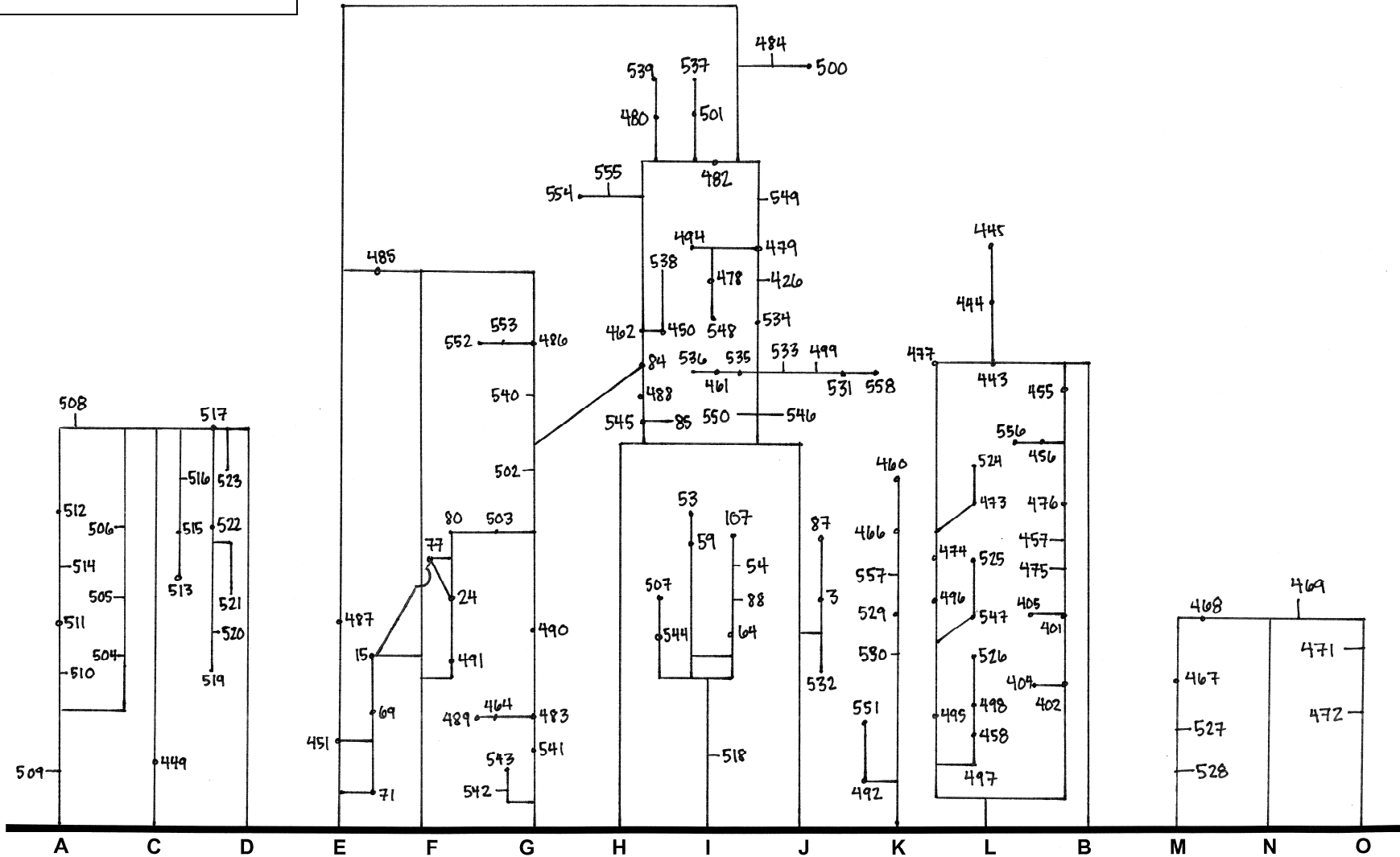


Figure 3 – Well System Schematic

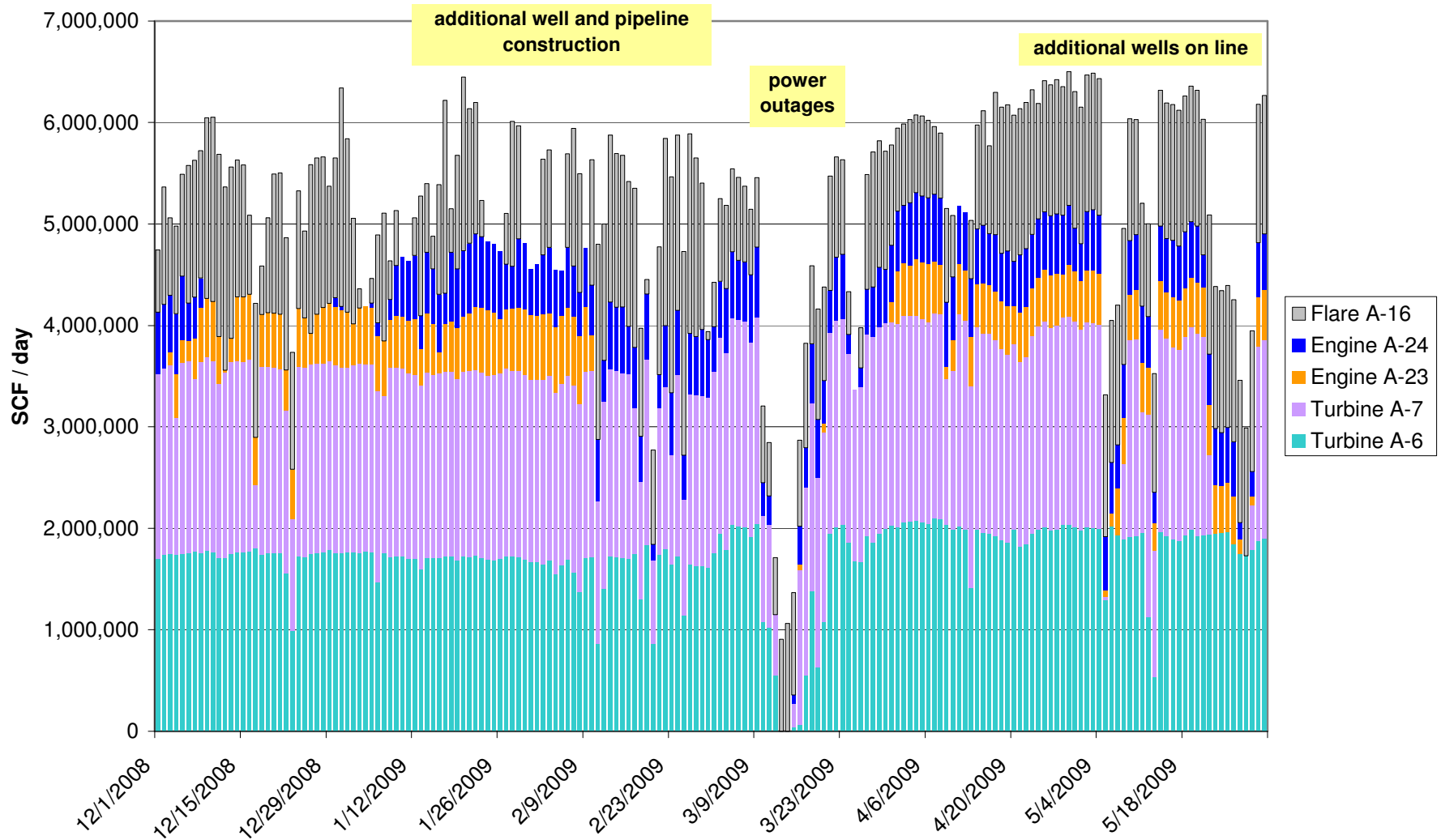


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To provide some insight into overall system performance, the daily average gas flow rate into each of the control devices was determined and graphed, as shown in Figure 4. This provides a chronological record of the operation of each piece of equipment.

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Figure 4 - ALRRF Daily LFG Flow
(values derived from Title V Report)



In addition to the periodic reports discussed above, a revised Joint Technical Document, dated September 10, 2009, was received and reviewed. Revisions are very minor, reflecting the addition of the LNG Plant to the facility and other minor and ministerial items: references to new or amended permits have been updated, and recent changes in staffing have been incorporated.



memorandum

date October 21, 2009

to ALRRF Community Monitor Committee

from Kelly Runyon

subject CMC Meeting of 11/4/09 - Agenda Item 7.2 - Review of Reports from Community Monitor

Attached are our inspection reports for July through October of 2009. The July inspection was not focused on any particular topic; however, by coincidence the LEA arrived at the beginning of this inspection, so the bulk of the time was spent observing the site from the LEA's perspective. Our Scope of Work anticipates at least four such accompanied inspections per year. The August inspection was conducted off hours, between 6AM and 8AM. The focus of the August inspection was the placement and compaction of refuse at the working face. All landfill operating areas were observed each time. The September inspection was also conducted between 6AM and 8AM, and was focused on wet weather preparation. The October inspection was conducted jointly with the LEA.

The July, August and September inspections were announced, and the October inspection was unannounced. LEA inspection reports and the Special Occurrences Log were reviewed during the July, September and October inspections. The July inspection also included a truck count between 6:45 AM and 8:45 AM, pursuant to instructions from the Committee to conduct such counts semiannually until Fremont waste begins to be transferred to the ALRRF.

Issues that cause concern are marked with yellow rectangles in the left-hand margins of the monthly inspection reports. In July and August, the amount of windblown litter observed east of the active area of the landfill was sufficient to be so marked. Although ALRRF crews work diligently on litter collection and control, litter in the eastern portion of the site is continuing to be a problem for several reasons:

- Small, light plastic bags and other items continue to be abundant in the waste stream.
- The active area of the landfill is higher than most of the surrounding terrain and is at the east edge of Fill Area 1.
- In summer months, winds from the west-southwest can be very strong. This was particularly noticeable during the August inspection.

In September, no issues requiring special attention were seen.

In October, the inspection occurred two days after an unusually heavy wet-weather event (more than two inches of rain in one day). Unusually high runoff flows led to significant erosional damage on the front face of the closed portion of the landfill. This was being repaired when the (unannounced) inspection occurred. Other erosion problems had been addressed immediately after the storm, and the stormwater retention basins appeared

to be in good condition. It was fortunate that this heavy rain occurred after months of dry weather so that some of the rainfall was absorbed by surface soil before runoff began to occur.

Construction of the LNG plant has concluded. During these inspections: In August, perimeter fence was being installed. In September, testing was being performed. In October, production was occurring.

The July truck count found no exceedance of Conditional Use Permit limits. Tonnage reports for June through October continued to show a decreasing trend in refuse volume.

Tonnages of incoming material were generally within normal ranges, although the amount of biosolids in June and July was higher than in prior months. This may reflect new sources of material or cleanout projects at wastewater treatment plants in the region. No biosolids were received in August, and the September quantity was high compared to most months earlier in the year.

Graphs by material type are provided in Figures 1 and 2 below.

Figure 1

Monthly Volumes of Revenue-Generating Cover

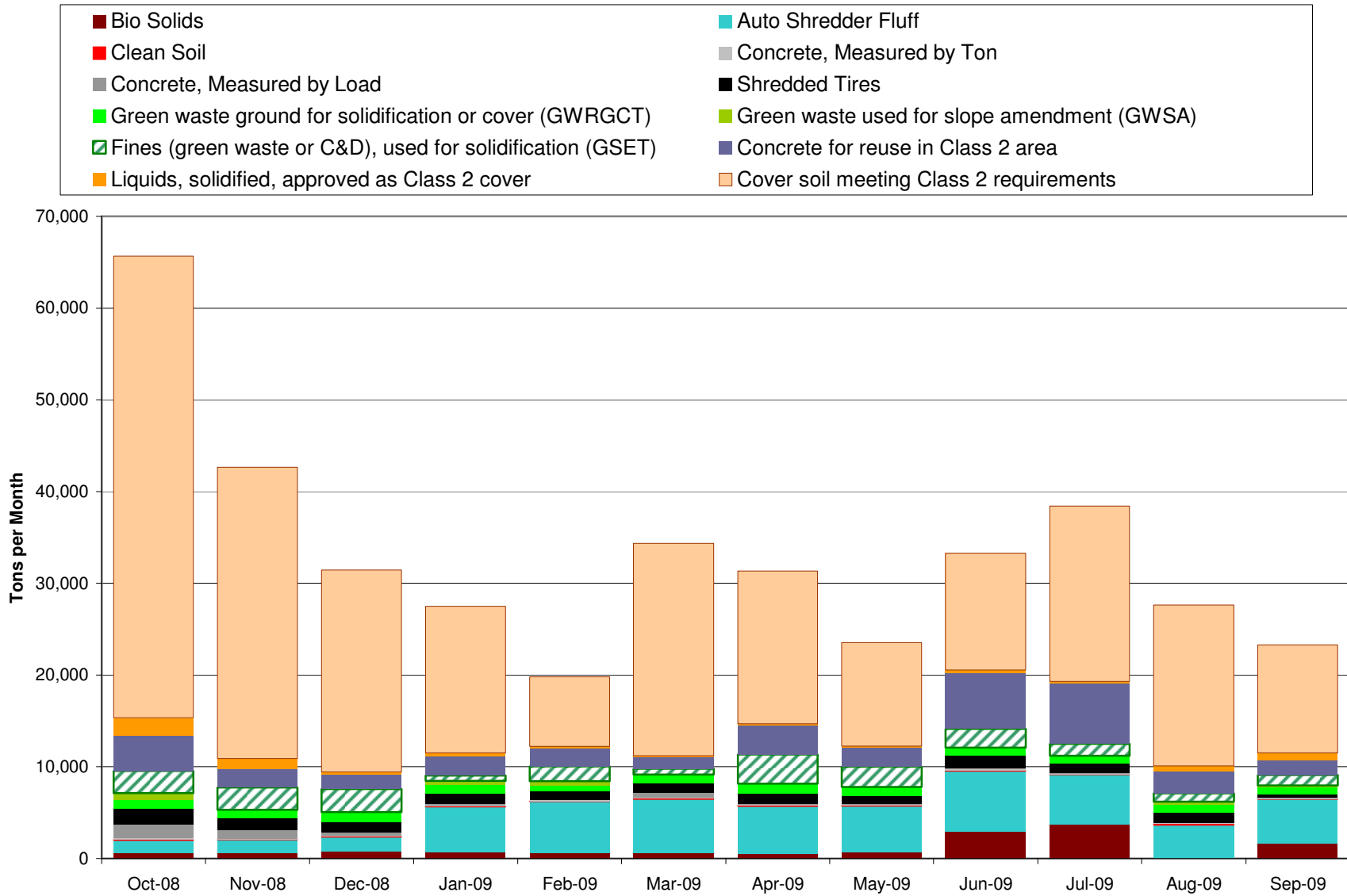
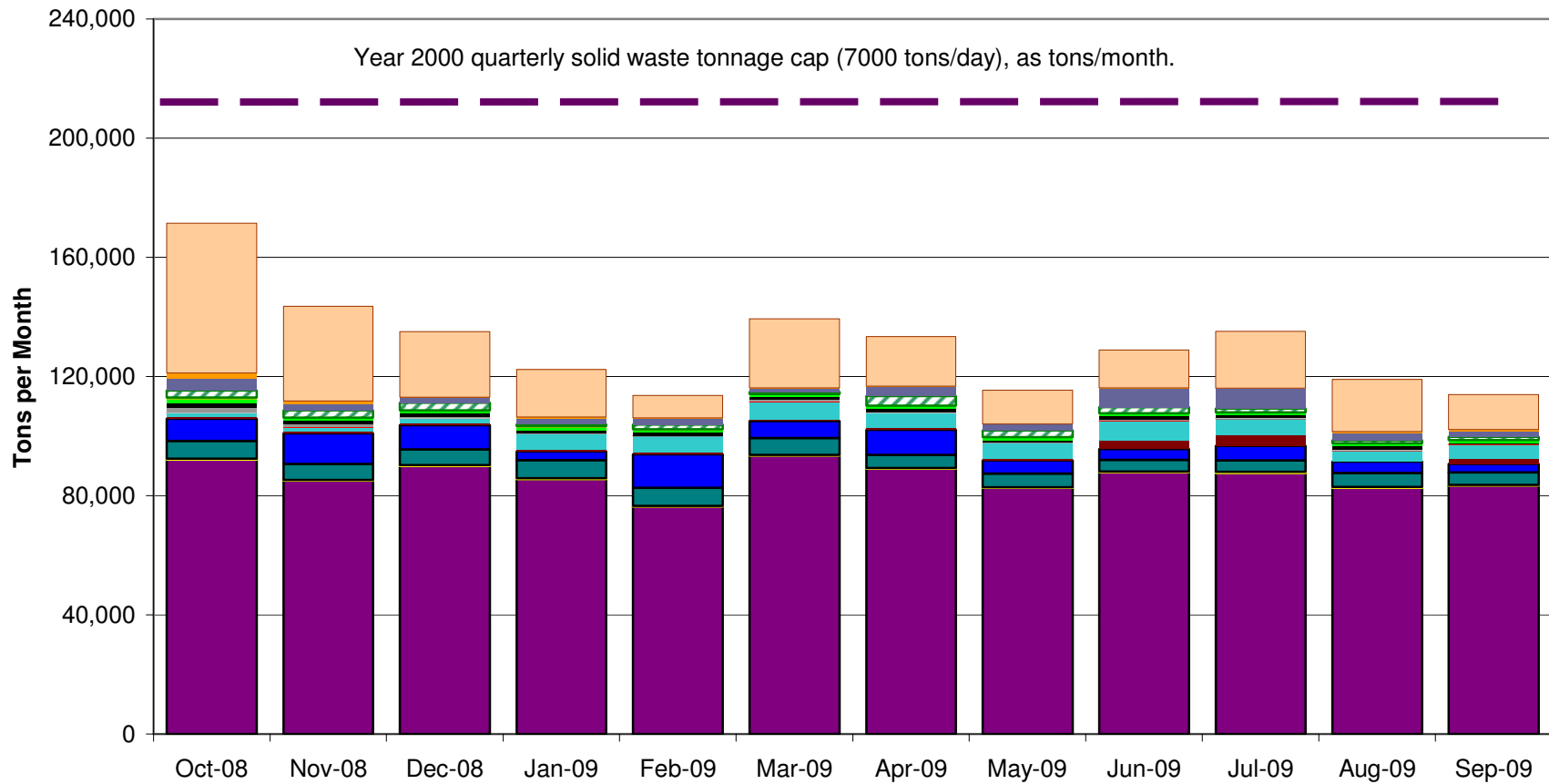


Figure 2

Monthly Volumes of All Materials

- MSW
- Redirected Waste (RDW)
- Bio Solids
- Clean Soil
- Concrete, Measured by Load
- Green waste ground for solidification or cover (GWRGCT)
- Fines (green waste or C&D), used for solidification (GSET)
- Liquids, solidified, approved as Class 2 cover
- Construction and Demolition (C&D)
- Special Waste
- Auto Shredder Fluff
- Concrete, Measured by Ton
- Shredded Tires
- Green waste used for slope amendment (GWSA)
- Concrete for reuse in Class 2 area
- Cover soil meeting Class 2 requirements



Reports Received

Monthly Tonnage Report for June 2009, received July 17, 2009

Tonnage Summary:		<u>tons</u>
Disposed, By Source Location		
1.1	Tons Disposed from Within Alameda County	54,302.00
1.2	Tons Disposed from City of San Francisco TS	34,770.30
1.3	Other Out of County Disposal Tons	<u>2,637.12</u>
	subtotal Disposed	91,709.42
Disposed, By Source Type		
2.1	C&D	173.00
2.2	MSW	87,920.09
2.3	Special Wastes	<u>3,616.33</u>
	subtotal Disposed	91,709.42
	Difference Not Yet Reconciled	0.00 0.00%
Other Major Categories		
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	3,911.23
2.5	Revenue Generating Cover	33,341.75
	Total, 2.1 - 2.5	128,962.40
Materials of Interest		
2.3.1	Friable Asbestos	957.97
2.3.2	Class 2 Cover Soils	12,715.75
2.5.1	Auto Shredder Fluff	6,561.28
2.5.2	Processed Green Waste/MRF fines, Beneficial Use (GSET)	2,048.27

Title V (Air Permit) Report for Dec 08 - May 09, dated Jun 2009

- Review complete; described in ESA memorandum dated Aug 17 2009.
- PG&E power outage in mid March shut down most gas processing devices.
- Variance was requested from BAAQMD; a three day variance was granted.

Site Visit

Site Inspection July 16, 2009, 9:00 AM to 11:30 AM

- Attended by Kelly Runyon, with Eva Chu (LEA).
- Escorted by Neil Wise.
- Observed refuse receiving and handling, solidification area (not active), and other routine operations. Also drove out to east edge of property.
- Heavy construction for LNG plant is complete.
- Observed C&D pile (small) and green material stockpiles. No prohibited materials seen.
- Asbestos fill area operating normally.
- Placement of refuse from transfer vehicles was occurring along the southeast edge of Fill Area 1.
- Self-haul / general public refuse loads were being received on the east central part of the top deck. This area also is equipped with a tipper for transfer loads that may be received on Saturdays, when the primary tipper crew is not working.
- Green waste from San Ramon is in the process of being ground, but the grinder is currently down for repair.
- Livermore green / food waste material was being loaded out.
- Recent changes to work crew size do not appear to have affected operations significantly.
- Truck count: maximum number of refuse trucks in 1 hour = 21, from 7:07 to 8:07 AM. CUP Limit is 50.

Stormwater Controls and Best Management Practices

- Site is dry; no ponding is occurring.
- Ditches and drains contain some windblown weeds and litter but are not blocked.

Observation of Environmental Controls

- Few gulls on site. One red-tail hawk observed, east of the active area.
- Primary litter fence was nearly free of windblown bags.
- Leeward slopes between fill area and fence contain many loose bags.
- Windblown litter is once again present in the area east of the working face. Crews continue to remove it as well. The situation is improved from the previous visit but requires (and receives) active management. July 1 LEA Inspection Report notes that most litter east of active area has been removed.
- Gas controls: Both turbines and flare at turbine plant were operating. Deutz IC engines did not appear to be operating.
- Minimal litter was seen along Altamont Pass Road near the site.
- In asbestos area, fence is being replaced where needed.

Other Observations

- LEA mentioned that the gas probe plan has been fully approved.
- Landfill operations at working face were proceeding normally; traffic was light.
- Special Occurrences Log noted a small fire in public area, June 10. Extinguished by on site personnel and equipment.

Reports Received

Monthly Tonnage Report for July 2009, dated August 6, 2009

Tonnage Summary:		<u>tons</u>	
Disposed, By Source Location			
1.1	Tons Disposed from Within Alameda County	56,010.49	
1.2	Tons Disposed from City of San Francisco TS	33,724.58	
1.3	Other Out of County Disposal Tons	3,119.70	
	subtotal Disposed	92,854.77	
Disposed, By Source Type			
2.1	C&D	352.83	
2.2	MSW	87,640.32	
2.3	Special Wastes	4,861.62	
	subtotal Disposed	92,854.77	
	Difference Not Yet Reconciled	0.00	0.00%
Other Major Categories			
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	3,886.47	
2.5	Revenue Generating Cover	38,427.93	
	Total, 2.1 - 2.5	135,169.17	
Materials of Interest			
2.3.1	Friable Asbestos	886.69	
2.3.2	Class 2 Cover Soils	19,117.90	
2.5.1	Auto Shredder Fluff	5,404.50	
2.5.2	Processed Green Waste/MRF fines, Beneficial Use (GSET)	1,304.93	

First Semiannual 2009 Groundwater Monitoring Report, dated July 30, 2009

- Includes 2008-09 Annual Report for Storm Water Discharges.
- Initial review of Storm Water report is complete; no issues of concern.
- Groundwater Monitoring Report review is in progress; no critical issues seen.

Site Visit

Site Inspection August 3, 2009, 6:00 AM to 8:00 AM

- Attended by Kelly Runyon
- Escorted by Neil Wise.
- Observed refuse receiving, placement and compaction. Observed stockpiles and processing areas. Tippers on east edge, south of asbestos area.
- Strong wind: ~30MPH, higher gusts
- Two dozers working; one compactor added ~6:15AM (shift change).
- Intermediate cover soil being stripped from the edge of the working area is very deep (>10 ft).
- 24-inch landfill gas header pipe along east edge of fill area, no longer in use, is being excavated and reclaimed.
- Asbestos area in good condition; apparently no loads received yet today.
- Self-haul refuse being received and placed in north central part of Fill Area 1. Several packer-truck or compactor loads in self-haul area.
- San Ramon green material in two piles (one ground, one to-be-ground).
- Livermore green / food waste material being loaded out.
- No on-site activity apparent for installation of landfill gas probes.
- Soil stockpile at north end of site is being drawn down slowly. One scraper seen in this area.

Stormwater Controls and Best Management Practices

- Ditches and drains contain some windblown material but will be easily cleared when necessary.
- Site is dry; no ponding is occurring

Observation of Environmental Controls

- Few gulls on site.
- Primary litter fence was holding relatively few windblown bags. Filling is not occurring close to this fence.
- Significant amounts of windblown litter noted to the east of the active area. Much film plastic visible on fences in Fill Area 2 (downwind of the working face).
- Minimal litter along Altamont Pass Road near the site (both directions).
- Gas controls: Both turbines and both IC engines operating; both flares appeared not to be operating (louvers closed, no noticeable heat at top of stack).

Other Observations

- Landfill operations at the tippers were proceeding normally; traffic was moderate.
- C&D materials from a project at Lawrence Livermore Labs have been placed in the self-haul disposal area. This material is required to be disposed, rather than processed for recycling, by the construction project.
- The C&D pile was very small. Visually inspected the exterior of the pile; saw no prohibited materials.
- Very few birds were observed, perhaps due to high wind.

Reports Received

Monthly Tonnage Report for August 2009, dated September 10, 2009

Tonnage Summary:		<u>tons</u>	
Disposed, By Source Location			
1.1	Tons Disposed from Within Alameda County	51,389.01	
1.2	Tons Disposed from City of San Francisco TS	33,060.18	
1.3	Other Out of County Disposal Tons	2,342.90	
	subtotal Disposed	86,792.09	
Disposed, By Source Type			
2.1	C&D	305.90	
2.2	MSW	82,663.33	
2.3	Special Wastes	3,822.86	
	subtotal Disposed	86,792.09	
	Difference Not Yet Reconciled	0.00	0.00%
Other Major Categories			
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	4,638.92	
2.5	Revenue Generating Cover	27,690.13	
	Total, 2.1 - 2.5	119,121.14	
Materials of Interest			
2.3.1	Friable Asbestos	638.15	
2.3.2	Class 2 Cover Soils	17,545.86	
2.5.1	Auto Shredder Fluff	3,620.24	
2.5.2	Processed Green Waste/MRF fines, Beneficial Use (GSET)	908.44	

Revisions to Joint Technical Document, dated 10 September, 2009

- Stated purpose of revisions is to incorporate construction of the LNG plant.
- Other revisions are ministerial or are updates to minor aspects of site operations.
 - Descriptions conform to new or anticipated permits (e.g. LNG plant air permit)
 - Elimination of third-party (contracted) security guards.
- No changes to groundwater monitoring systems

Site Visit

Site Inspection September 22, 2009, 6:00 AM to 8:00 AM

- Attended by Kelly Runyon
- Escorted by Tianna Nourot.
- Observed refuse receiving, placement and compaction. Observed stockpiles and processing areas. Tippers near center of Fill Area 1, working southward.
- Minimal wind, but very dusty; water truck was requested by Tianna.
- Asbestos area in good condition; apparently no loads received yet today. Fencing along north side of asbestos area is temporarily down to construct winter access.
- 26 of the planned 29 landfill gas monitoring probes have been installed.
 - two encountered shallow groundwater and are being relocated.
 - one is in a location with extremely difficult access and nothing nearby; is being postponed until Fill Area 2 construction occurs, when access can easily be created.
- Self-haul refuse being received and placed in north central part of Fill Area 1.
- San Ramon green material in two piles (one ground, one to-be-ground).
- Livermore green material in the usual pile. Obviously includes food; no odor problem.
- C&D pile very small. No prohibited materials seen.
- Solidification area appears normal.

Stormwater Controls and Best Management Practices

- Preparations for wet weather are under way: ditch clearing, placement of erosion controls, etc.
- Site is dry. Stormwater retention Basins A, B and C appear to be in good condition.

Observation of Environmental Controls

- Few gulls on site. Some crows present after sunrise.
- Staff are collecting litter from the east end of the property, working westward toward the active face. Plastic bags continue to be the primary type of material.
- Significant amounts of windblown litter seen to the east of the active area.
- Minimal litter along Altamont Pass Road near the site.
- Gas controls: Both turbines and Flare 2 (at LNG plant) operating; Flare 1 and both IC engines not operating. LNG plant in testing & shakedown.

Other Observations

- Landfill operations at the tippers were proceeding normally; traffic was light.
- Special Occurrences Log noted an end-dump truck that tipped sideways after unloading on July 21, and a small fire in the C&D area (immediately extinguished by staff) on August 13.
- LEA reports noted an exceedance of methane in existing (old #14) monitoring probe on August 13. Notice of Violation issued (subsequently cleared). New permiter probe system being installed but not complete. LEA reports also noted the need for more daily or intermediate cover on two occasions, August 13 and September 14.

Reports Received

Monthly Tonnage Report for September 2009, dated October 14, 2009

Tonnage Summary:		<u>tons</u>	
Disposed, By Source Location			
1.1	Tons Disposed from Within Alameda County	49,433.81	
1.2	Tons Disposed from City of San Francisco TS	35,012.32	
1.3	Other Out of County Disposal Tons	2,036.34	
	subtotal Disposed	86,482.47	
Disposed, By Source Type			
2.1	C&D	202.53	
2.2	MSW	83,458.37	
2.3	Special Wastes	2,821.57	
	subtotal Disposed	86,482.47	
	Difference Not Yet Reconciled	0.00	0.00%
Other Major Categories			
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	4,207.21	
2.5	Revenue Generating Cover	23,886.84	
	Total, 2.1 - 2.5	114,576.52	
Materials of Interest			
2.3.1	Friable Asbestos	784.24	
2.3.2	Class 2 Cover Soils	11,778.30	
2.5.1	Auto Shredder Fluff	4,836.57	
2.5.2	Processed Green Waste/MRF fines, Beneficial Use (GSET)	1,158.86	

Site Visit

Site Inspection October 15, 2009, 2:00 PM to 4:00 PM

- Attended by Kelly Runyon and Eva Chu, LEA.
- Escorted by Neil Wise.
- Observed refuse receiving, placement and compaction. Observed stockpiles and processing areas. Tippers south of center of Fill Area 2, continuing south.
- Wind very light. Dust not an issue. Ground wet from very heavy rain (~3 in.) two days prior.
- Erosion damage near downdrains on front face of landfill being repaired; see photo. This damage did not expose refuse.
- Other erosion damage, including some minor exposure of refuse in recently-filled areas, was repaired prior to this site visit. Erosion above stormwater basins and on back sides of soil stockpiles very minimal to none.
- Asbestos area in good condition; some material, received today, still to be covered. A wet-weather unloading pad has been constructed at the north end of this area.
- San Ramon green material in two piles (one ground, one to-be-ground).
- Livermore green / food waste material normal in size; food materials increasingly evident, visually, from month to month. No odor or vector problem apparent.
- Landfill gas probe work completed, except for three probes requiring special attention (noted last month).

Stormwater Controls and Best Management Practices

- All three Basins (A, B, C) appear to be in good condition. Muddy conditions prevented close examination of upslope areas upslope of basins; will check next time. All basins discharged during the storm and these discharges were sampled.
- Several small, very shallow "birdbath" ponds seen on flat areas on top of landfill.

Observation of Environmental Controls

- Large number (hundreds) of gulls and blackbirds on site, typical after recent storms .
- Primary litter fence was holding relatively few windblown bags. Filling is not occurring close to this fence.
- Significant amounts of windblown litter noted to the north of the active area, beyond the north property line. This is unusual and may have been caused by wind patterns prior to the storm. Site Operations Manager will have it cleaned up.
- Litter along Altamont Pass Road near the site was recently collected and bagged.
- Gas controls: LNG plant and its flare operating. Other devices not observed.

Other Observations

- Landfill operations at the tippers were proceeding normally.
- ALRRF is using a construction contractor to quickly repair damaged areas. This contractor provided previous repairs that have held up well.
- C&D pile was normal size. Scap metal pile had a few unusual items but nothing of concern.
- In public disposal area, landfill staff are sorting some mixed loads to reclaim scrap metal, wood and other recyclables, when time allows.

Erosion damage being repaired on front face of closed portion of landfill, from below, looking (approximately) north



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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT, made and entered into this ____ day of _____, 20____, by and between the Community Monitor Committee (CMC), (hereinafter referred to as "Committee or CMC"), and Environmental Science Associates (ESA), (hereinafter referred to as "Consultant").

RECITALS

On January 9, 2008, Committee and Consultant entered into a professional services agreement, for Consultant to provide services as shown in Exhibit 1 to the original agreement ("Agreement"). Paragraph 2 of the Agreement requires any modifications to be in writing and signed by the parties.

Committee and Consultant desire to amend the Agreement to clarify the CPI escalation language for work conducted in subsequent years; specify the CPI index to be used, and remove CPI escalator fax on-demand service language, as the service has been discontinued. This is the First amendment to the Agreement.

AGREEMENT

NOW, THEREFORE, the Committee and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. The following sections, under Paragraph 7 A. Payment and Expenses, of the Agreement are hereby amended to read as follows:

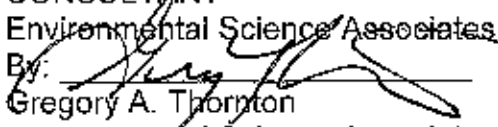
The total of all invoices for work conducted in year 1 of the work shall not exceed \$85,000. The total of all invoices for work conducted in subsequent years of the work shall not exceed \$85,000 multiplied by the consumer price index (CPI-W) plus one percentage point for the previous year for the cities of San Francisco-Oakland-San Jose as published by the U.S. Department Of Labor, Bureau Of Labor Statistics (e.g., the CPI escalator for 2007).

2. The Amendments are prospective and only apply to services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not and shall not relieve the parties of the terms and conditions of the Agreement as written and in effect at the time services were rendered prior to this Amendment.

3. Except as amended above, the Agreement shall remain in full force and effect.

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have caused this Agreement to be executed on the date first written above.

13. Signatures:

CONSULTANT
Environmental Science Associates
By: 
Gregory A. Thornton
Environmental Science Associates
Chief Financial Officer
225 Bush Street, Suite 1700
San Francisco, CA 94104
415/896-5900

Dated: 8/6/09
Federal I.D. No.
94-1698350

COMMUNITY MONITOR COMMITTEE
By: _____
Marjorie Leider, City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Dated: _____

By: _____

Cindy McGovern, City of Pleasanton
123 Main Street
Pleasanton, CA 94566
Dated: _____

By: _____
Arthur Boone, Northern California
Recycling Association
PO Box 22452
Oakland, CA 94609
Dated: _____

By: _____
Donna Cabanne, Sierra Club
2910 Bertolli Court
Livermore, CA 94550

Dated: _____

Approval of the Agreement made by
the Committee on _____, as
shown in the minutes of that meeting.

APPROVED AS TO FORM

APPROVED AS TO FORM:

Michael Roush
City Attorney
City of Pleasanton

Amara Morrison
Special Counsel
City of Livermore

Confirmation of City of Livermore as financial agent for the Community Monitor Committee.

I, Linda Barton, am the City Manager of the City of Livermore. I affirm that the City of Livermore has agreed to manage funds for the Community Monitor Committee as shown in the letter agreement dated July 6, 2004, attached as Exhibit A to this Agreement.

Linda Barton, City Manager

Dated: _____

ATTACHMENTS:

Exhibit A: July 6, 2004 letter authorizing the City of Livermore to act as the financial agent for the Community Monitor Committee



COMMUNITY MONITOR COMMITTEE

Altamont Settlement Agreement

David Darlington
Chair
City of Livermore

July 6, 2004

Matt Morrison
Vice-Chair
Sierra Club

Linda Barton, City Manager
City of Livermore
1082 South Livermore Avenue
Livermore, CA 94550

Re: Managing Funds for the Community Monitor Committee

John Hanscom
Member
NCRCA

Dear Ms. Barton:

The Community Monitor Committee requests that the City of Livermore manage the funds for the Committee.

Mark Wilson
Member
City of Pleasanton

As background, in 1999 the Community Monitor Committee was created by the Altamont Settlement Agreement. Section 5 of the Agreement sets forth the composition of the Committee; its responsibilities; and the selection, compensation, qualifications, and scope of work of the Community Monitor. There are four voting members: one appointed by the Livermore City Council; one appointed by the Pleasanton City Council; one appointed by the Northern California Recycling Association; and one appointed by the Sierra Club. The Community Monitor will be a technical expert who will monitor the Altamont Landfill and Resource Recovery Facility's (ALRRF) compliance with environmental laws and advise the Cities of Livermore and Pleasanton about environmental and technical issues relating to the operation of the ALRRF. A copy of the first page and Section 5 of the Agreement are attached for your information.

Jacque Delgadillo
Liaison

The role of the Community Monitor Committee is to hire and supervise the Community Monitor. Waste Management pays the cost of the Community Monitor, and we anticipate the amount to involve between \$50,000 to \$100,000 each year.

The Committee is not in a position to manage this amount of money directly, and therefore requests assistance from the City. Jacque Delgadillo of the Public Services Department is the staff support person for our Committee, and would be the City staff contact for this issue.

The Agreement provides that the Community Monitor provide detailed invoices for work performed and associated expenses on a monthly basis, to both the

Committee and to Waste Management. Waste Management must pay these invoices to the Committee within 45 days of receipt. (Section 5.3.1) And, presumably, the Committee then pays the Community Monitor. The Committee may also be receiving monies from Waste Management as reimbursement for its own reasonable overhead business expenses, as authorized by Section 5.3.2. It is the financial management of these transactions that the Committee is requesting.

After discussion with a representative of your Finance Department, we understand that a Community Monitor Committee account could be established in the City's Fund 910 ("Agency funds"). We understand that the City is not responsible for paying any interest. We also agree that the City may withdraw up to 2% per year for its costs in the financial management of the account.

The process we anticipate is that Waste Management would send funds directly to the City for the Fund 910 account. Payments from the account (either for the Community Monitor and/or for expenses of the Committee) would be paid out based on the written request and authorization from (1) the Public Services Director or the City staff liaison person and (2) either the Chair or Vice-Chair of the Committee.

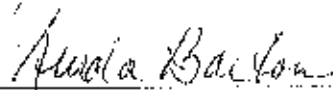
Would you indicate your concurrence with this proposal by signing below and returning a copy of this letter to us for our records?

Sincerely,


David Darlington, Chair
Community Monitor Committee
(Based upon Committee vote taken May 25, 2004)

Attachment:
Excerpts from Altamont Settlement Agreement: pages 1, 2, and 7-12.

The City of Livermore is willing to undertake the financial management for the Community Monitor Committee as described in this letter.

 _____ 7-12-04
Linda Barton, City Manager Date

- cc: Monica Potter, Finance Director, City of Livermore
- Dan McIntyre, Public Services Director
- Evan Levy, Financial Services Manager, City of Livermore
- Judith A. Robbins, Special Counsel, City Attorney's Office
- Ken Lewis, District Manager, Altamont Landfill and Resource Recovery Facility

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AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is between the Community Monitor Committee (Committee or CMC) and Environmental Science Associates (Consultant).

RECITALS

- A. The Community Monitor Committee was established by a Settlement Agreement, dated November 30, 1999, between the County of Alameda, the City of Livermore, the City of Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement and Waste Management of Alameda County, Inc. (Settlement Agreement). As required in the Settlement Agreement (Section 5.1), the Committee is comprised of one member each from the City of Livermore, City of Pleasanton, Sierra Club, and the Northern California Recycling Association.
- B. The City of Livermore is providing staff support to the Committee and, pursuant to a letter agreement dated July 6, 2004, the City of Livermore acts as the financial agent for the Committee. (A copy of that letter is attached here as Exhibit 3.)
- C. The Settlement Agreement contemplates the hiring of a Community Monitor, a technical expert to monitor the Altamont Landfill and Resource Recovery Facility (ALRRF)'s compliance with environmental laws and regulations, and to advise the public and the Cities of Livermore and Pleasanton about environmental and technical issues relating to the operation of the ALRRF. (Settlement Agreement Section 5.)
- D. Under Settlement Agreement Section 5.1.2, the Committee is responsible for:
- (1) interviewing, retaining, supervising the work and overseeing the payment of, and terminating the contract of the Community Monitor;
 - (2) reviewing all reports and written information prepared by the Community Monitor; and
 - (3) participating in the Five Year Compliance Reviews and the Mid-Capacity Compliance Review.
- E. The Committee has selected Environmental Science Associates. (Consultant) as the Community Monitor. Consultant possesses distinct professional skills necessary to perform the services described in the Agreement. This Agreement is intended to memorialize the agreement, including the Scope of Work (Exhibit 1), between the Committee and the Consultant.

NOW, THEREFORE, The Committee and Consultant agree as follows:

1. Independent Contractor Status: Consultant is an independent contractor and has control over the means and methods of performing the services contemplated by this Agreement. Consultant understands that its services are being offered as an independent contractor. Nothing in the Agreement shall in any way be construed to mean that Consultant or any of its agents or employees are agents, employees, or representatives of the Committee.
2. Services to be Provided: Consultant shall provide the services listed in

Exhibit 1. The Committee may revise the scope of services from time to time, with a corresponding adjustment to compensation if necessary. Any revision shall be in writing as an amendment to this Agreement, signed by both parties.

Consultant shall be ready and able to begin to perform services required by this Agreement immediately upon its execution and shall perform such services diligently until the termination of the Agreement. Consultant shall make a reasonable effort to complete the tasks described above in a timely manner.

Upon written request of the Committee, Consultant shall submit to the Committee a report listing work in progress, charges incurred to date, and anticipated estimated completion costs.

Consultant shall maintain adequate records and documentation to substantiate all charges for services provided in the performance of the Agreement, including, but not limited to, hours worked, materials used, and expenses incurred. Consultant shall provide copies of these records and documentation if they are requested by the Committee or any of the other signatories to the Settlement Agreement.

Consultant shall maintain records and documents related to the performance of this Agreement, and shall allow the Committee or any other signatory to the Settlement Agreement access to such records, upon request, for a period of three years from the date of the Agreement's termination.

3. Assignment: During the term of this Agreement and following its completion or termination for any reason, neither the Committee nor Consultant shall assign this contract, any portion of it, or any right, claim, duty or obligation under it without the express written approval of the other party.

4. Term: The term of this Agreement is from the date the agreement is approved by a majority vote of the Community Monitor Committee to December 31, 2010, with the allowance for (one) 1 three-year extension with unanimous approval from the Committee at a Community Monitor meeting.

5. Termination: The Committee and Consultant agree that the Committee may terminate this Agreement at any time before the normal expiration of the term by giving 30 days written notice. Upon termination of the Agreement, Consultant shall surrender all documents, and other pertinent information created by the Consultant in performance of this Agreement to the Committee.

6. Confidentiality: Consultant shall not disclose or make use of confidential or proprietary information or knowledge, which may be disclosed to the Consultant, directly or indirectly, in the course of any performance under this Agreement. This Section survives termination of this Agreement.

7. Payment and Expenses:

A. Consultant shall submit an invoice electronically to the City of Livermore's designated staff and Waste Management of Alameda County Inc. simultaneously on a monthly basis for services rendered in the previous month, and at the rates set forth in

the Schedule of Fees, attached as Exhibit 2.

The total of all invoices for work conducted in year 1 of the work shall not exceed \$85,000. The total of all invoices for work conducted in subsequent years of the work shall not exceed \$85,000 times the consumer price index (CPI) for the previous year for the cities of San Francisco-Oakland-San Jose as published by the U.S. Department Of Labor, Bureau Of Labor Statistics (e.g., the CPI escalator for 2007). The CPI escalator can be ordered through the Department of Labor, Bureau of Labor Statistics fax-on-demand service at 415-975-4567, code 9240.

B. For each invoice submitted by Consultant to Waste Management of Alameda County, Inc., upon the City of Livermore's receipt of payment (whether in part or in full) of such invoice from Waste Management of Alameda County, Inc., the City of Livermore will pay the Consultant such amount it has received in a timely manner. The Consultant agrees that in the event of partial or full non-payment of any invoice by Waste Management of Alameda County, Inc., the Consultant will not seek payment from the Committee or any signatory to the Settlement Agreement other than Waste Management of Alameda County, Inc. If Waste Management of Alameda County Inc. has an objection to any of the services referenced in the invoice, Waste Management of Alameda County, Inc. may bring the objection to the attention of the Committee at the next Committee meeting. Waste Management of Alameda County Inc. will, however, pay the balance of the invoice to which it has no objection pursuant to Section 5.3.1 of the Settlement Agreement references in Recitals Section A.

C. Payments prescribed in this Agreement shall constitute all compensation to Consultant for all costs of its services, including, but not limited to, direct costs of labor of employees engaged by Consultant, including Consultant, travel expenses, telephone charges, typing, duplication, and any and all other costs, expenses, and charges incurred by Consultant, his agents and employees in carrying out its duties under this Agreement. Consultant shall be solely responsible for payment of its taxes, social security, and all expenses incurred in connection with this Agreement.

D. All amounts are due net 45 days from Consultant's submittal of the invoice. Failure to pay any amounts overdue for 30 days or more, except as provided in Section 7b., shall constitute a material breach of this Agreement and shall constitute sufficient grounds for the Consultant to cease all work under this Agreement.

8. Economic Disclosure/Conflict of Interest. Upon determination by the Committee that the services provided under this Agreement are of the type that make Consultant subject to the Economic Disclosure/Conflict of Interest reporting requirements of the Political Reform Act, Consultant shall complete Economic Disclosure Statements as directed by the Committee.

9. Hold Harmless: Consultant agrees to defend, indemnify and hold the Committee, the cities of Livermore and Pleasanton as well as the elected officials, officers, directors and employees of the cities of Livermore and Pleasanton, as well as the Sierra Club and the Northern California Recycling Association harmless from and against any and all loss, liability, damage, including reasonable attorneys' fees and/or court costs, but only to the extent arising out of the negligent performance of this contract by Consultant.

10. Consultant's Responsibility: It is understood and agreed that Consultant has the professional skills necessary to perform the services agreed to be provided and that the Committee relies upon the professional skills of Consultant to do and provide its services in a skillful and professional manner consistent with the applicable professional standard of care for Consultant's profession, and Consultant agrees to so provide its services.

Acceptance by the Committee of the services provided under this Agreement does not operate as a release of Consultant from such professional responsibility. It is further understood and agreed that the Consultant has reviewed in detail the scope of services to be provided and that Consultant agrees in its professional judgment said services can and shall be provided at the rate set forth in this Agreement.

11. Insurance Requirements For Consultants: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- b. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Errors and Omissions Liability Insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- a. General Liability, including operations, products and completed operations, as applicable: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- d. Errors and Omissions Liability: \$1,000,000 per claim/annual aggregate.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the Committee. At the option of the Committee, either: the insurer shall reduce

or eliminate such deductibles or self-insured retention as respects the Committee; or the Consultant shall provide a financial guarantee satisfactory to the Committee guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The Committee is to be covered as insured as respects: general liability arising out of activities performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Committee its officers, officials, employees or volunteers.
- b. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Committee, its officers, officials, and employees. Any insurance or self-insurance maintained by the Committee its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the Committee its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by Consultant, except after 30 days' prior written notice (except 10 days' notice for nonpayment of premiums) has been given to the Committee.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: V, unless otherwise acceptable to the Committee.

Verification of Coverage

Consultant shall furnish Committee with certificates of insurance and endorsement(s) effecting coverage to the Committee for approval. The endorsements shall be on forms acceptable to the Committee. All certificates and endorsements are to be received and approved by the Committee before work commences. The Committee reserves the right to require complete, certified copies of all insurance policies required by this section.

12. Notices: Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent of the Committee or upon Consultant, respectively, or by mailing the notice via U.S. Mail to:

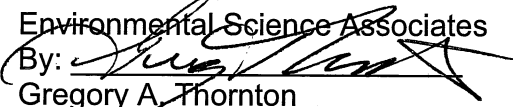
Dan McIntyre
Public Works Department
City of Livermore
3500 Robertson Park Road
Livermore, CA 94550

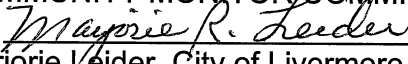
Kelly Runyon
Environmental Science Associates
Senior Engineer
225 Bush Street, Suite 1700
San Francisco, CA 94104

Marj Leider
City of Livermore
1152 South Livermore Avenue
Livermore, CA 94550

Cindy McGovern
City of Pleasanton
124 Main Street
Pleasanton, CA 94566

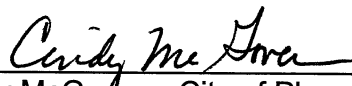
13. Signatures:

CONSULTANT
Environmental Science Associates
By: 
Gregory A. Thornton
Environmental Science Associates
Chief Financial Officer
225 Bush Street, Suite 1700
San Francisco, CA 94104
415/896-5900

COMMUNITY MONITOR COMMITTEE
By: 
Marjorie Leider, City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Dated: 1/9/08

Dated: 1/2/08

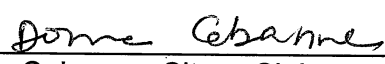
By: 
Cindy McGovern, City of Pleasanton
123 Main Street
Pleasanton, CA 94566

Dated: 1/9/08

Federal I.D. No.
94-169 8350

By: 
Arthur Boone, Northern California
Recycling Association

PO Box 22452
Oakland, CA 94609
Dated: 1-9-08

By: 
Donna Cabanne, Sierra Club
2910 Bertolli Court
Livermore, CA 94550

Dated: 1/9/08

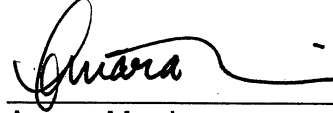
Approval of the Agreement made by the Committee on 1/09/08, as shown in the minutes of that meeting.

APPROVED AS TO FORM



Michael Roush
City Attorney
City of Pleasanton


APPROVED AS TO FORM:



Amara Morrison
Special Counsel
City of Livermore

Confirmation of City of Livermore as financial agent for the Community Monitor Committee.

I, Linda Barton, am the City Manager of the City of Livermore. I affirm that the City of Livermore has agreed to manage funds for the Community Monitor Committee as shown in the letter agreement dated July 6, 2004, attached as Exhibit 3 to this Agreement.


Linda Barton, City Manager

Dated: 01/09/08

ATTACHMENTS:

- Exhibit 1: Scope of Work
- Exhibit 2: Schedule of Fees
- Exhibit 3: July 6, 2004 letter authorizing the City of Livermore to act as the financial agent for the Community Monitor Committee

Exhibit 1 – Community Monitor Scope of Services

Task Group 1: Start-Up

1.1 Review documents on file with the Community Monitor Committee (CMC) to determine if other background information is needed. Review Joint Technical Document, Mitigation Monitoring Plan, and other background information. Meet with Waste Management of Alameda County (WMAC) and tour Altamont Landfill and Resource Recovery Facility (ALRRF) site. [Task proposed by ESA team]

1.2 Establish web site to be used as a publicly available repository for electronic documents; post electronic documents as directed by the CMC, up to 1000 MB total document storage space. Provide a link from the web site to each posted document. [Task proposed in concept by CMC during selection interview]

Task Group 2: Broad Review of Documents

2.1 Review all reports, documents, and data, which WMAC is required to submit to the County or any other regulatory agency pursuant to the Settlement Agreement or the terms of WMAC's permits and approvals for the ALRRF. Material to be reviewed includes, but is not limited to, the documents listed in the ALRRF Solid Waste Facility Permit, and the Summary of Regulating Agencies document included in the 2007 Request for Proposals issued by the Community Monitoring Committee on August 30, 2007. [RFP Scope Item 1]

2.2 Review all documents submitted to the County in connection with the Conditional Use Permit (CUP), any compliance reviews, and the CUP Mid-Capacity Compliance Review to be conducted pursuant to the Settlement Agreement. [RFP Scope Item 5]

2.3 Review all other reports, documents, and data regarding the ALRRF's compliance with applicable environmental laws and regulations. [RFP Scope Item 7]

Task Group 3: Reports, Findings, Meetings, Notification

3.1 Present reports and findings to the CMC. [RFP Scope Item 3]

3.2 Prepare meeting agendas and minutes for all CMC meetings, reserve and set up the meeting room, provide the required materials for CMC Members in a timely fashion, and provide other support as necessary. CMC meetings will be scheduled bi-monthly, or as otherwise directed by the CMC. [RFP Scope Item 8]

3.3 Advise the CMC, as requested by the CMC, via a brief oral presentation (approximately 15-20 minutes) accompanied by a written executive summary regarding progress on execution of the scope of work. Provide the CMC with an electronic version of any written materials that are associated with the presentations at least two weeks before the CMC meeting. [RFP Scope Item 9]

EXHIBIT 1

3.4 Issue a written report no later than the end of the contract period each year summarizing the CM's activities and the ALRRF's compliance record with respect to all applicable environmental laws and regulations including an oral presentation to the CMC of no longer than one hour. [RFP Scope Item 10]

3.5 Notify the CMC if the CM reasonably suspects that there is any noncompliance with environmental laws and regulations, or with the agreement, or with the conditions of any permit or approval for the operations of the ALRRF. If noncompliance involving a substantial environmental or health risk is suspected, immediately notify WMAC and the LEA of such suspected substantial noncompliance. [RFP Scope Item 11]

Task Group 4: Focused Technical Review

4.1 Review and evaluate all testing data and source information as provided in Exhibit "A" of the Settlement Agreement, to determine acceptability of variance waste (e.g., material that requires a variance from the then existing permit conditions) or declassified waste (see Title 22, 66260.200). Such notice, data, and information shall be provided to the CM by WMAC within 48 hours after receipt by WMAC, and no fewer than ten (10) days prior to any acceptance at ALRRF of such material. [RFP Scope Item 6]

4.2 Review all testing data (except contaminated soil projects of less than 10 cubic yards - Condition No. 2.3) and source information submitted to WMAC as provided in Attachment C (Exhibit "A" - Condition No. 2) with regard to any proposed acceptance at the ALRRF for any use or disposal of material that requires a variance from the then existing permit conditions at ALRRF in order to be accepted there or is a hazardous waste that has been declassified or is proposed to be declassified for purposes of acceptance at ALRRF ("declassified waste" per Title 22, 66261.200). Review the propriety of such receipt of material under all applicable laws and regulations and, as necessary, notify or consult with any appropriate regulatory agency regarding such action. [RFP Scope Item 12a]

Task Group 5: Inspections and Observations

5.1 Directly lead and oversee all inspections and report preparations described in this Scope of Work. [RFP Scope Item 2]

5.2 Review the inspection reports of the regulatory agencies and target inspections accordingly to issues that are not covered by those inspection reports. [RFP Scope Item 12b]

5.3 Inspect the ALRRF twelve (12) times during each contract year for compliance with permits or any applicable environmental laws or regulations, including at least 3 (three) off hour inspections. Such inspections shall occur upon prior or simultaneous telephonic or personal notice to WMAC. Whether the notice given is prior or simultaneous shall be at the sole discretion of the CM. WMAC is required to provide the CM the appropriate contact(s) and telephone number(s) for notice of the visit. WMAC

has the right to have a representative accompany the CM on any such inspection. Within two weeks of beginning work, send to WMAC a list of the name(s) and contact information for its personnel who will conduct all inspections during the term of the contract. [RFP Scope Item 13a]

5.4 At the direction of the CMC, accompany the LEA inspector on their visits to and inspections of the facility. The LEA inspector shall retain control of the inspection, and the CM shall not interfere with the work of the LEA inspector. The LEA is required to provide reasonable notice to the CM of its regular and other inspections of ALRRF and allow the CM to accompany its inspector(s) on any such inspections. In the case of impromptu inspections, telephonic notice to the CM, including the leaving of a telephone message, shall constitute reasonable notice. Anticipate 4-6 visits annually with LEA inspector. [RFP Scope Item 13b]

5.5 The CM shall conduct up to 12 independent counts of trucks arriving at the ALRRF during the time period indicated by the CMC, with such monitoring to be done at or outside the entrance gate to the ALRRF. The truck counts shall be conducted, at a minimum, to determine compliance with the 50 total refuse truck trips per hour limitation during the hours of 6:45 a.m. to 8:45 a.m. and the 10 total refuse truck trips per hour limitation during the hours of 4:30 p.m. to 5:30 p.m. [RFP Scope Item 14]

Task Group 6: Liaison with CMC and Third Parties

6.1 Serve as the primary CMC liaison with WMAC and regulatory agencies. [RFP Scope Item 4]

6.2 Report to the CMC, and the CMC shall provide reasonable oversight and supervision of the CM's work and expenses. [RFP Scope Item 15]

6.3 Contact the EPA inspectors at least once annually to determine if the EPA has any regulatory compliance issues regarding with the ALRRF that would be of interest to the CM. [RFP Scope Item 16]

Optional Task At Additional Cost

5.6 Conduct up to six (6) additional same day inspections per calendar year, if, in the conduct of the CM's duties, the CM reasonably determines that the ALRRF is in substantial noncompliance with any environmental law or regulations, the substantial noncompliance is reported to the applicable regulatory agency, and the regulatory agency determines that there is a substantial noncompliance problem. Such additional inspections, if authorized by the CMC, will qualify for additional compensation to the CM, up to an additional twenty percent (20%) beyond the annual contract amount. The CM shall immediately notify and obtain pre-approval from the CMC to perform these inspections. [RFP Scope Item 13c]

EXHIBIT 2 - SCHEDULE OF FEES

Rate Sheets

Attached are standard rate sheets for ESA (prime contractor) and Treadwell and Rollo (subcontractor).

Rates for Specified Individuals

The tables below show the rates for ESA staff, and for Treadwell and Rollo staff, who are specified as participants in this project. The rates for Treadwell and Rollo staff include the 15% markup that ESA applies to subcontractor's fees, as described in the ESA standard rate sheet.

ESA staff

Robert Vranka	\$160.00
Kelly Runyon	\$145.00
Jennifer Garrison	\$125.00
Adam Lenz	\$90.00

Treadwell and Rollo staff

Dean Iwasa	\$224.25
Glenn Leong	\$218.50
Linda Liang	\$161.00
Eric Morita	\$143.25

**ENVIRONMENTAL SCIENCE ASSOCIATES & SUBSIDIARIES
2007 SCHEDULE OF FEES**

I. Personnel Category Rates

Charges will be made at the Category rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Executive Director	\$220.00
Senior Director II	\$200.00
Senior Director I	\$185.00
Director II	\$175.00
Director I	\$170.00
Senior Managing Associate / Technical Associate II	\$160.00
Senior Managing Associate / Technical Associate I	\$155.00
Managing Associate / Technical Associate II	\$145.00
Managing Associate / Technical Associate I	\$140.00
Senior Associate II	\$125.00
Senior Associate I	\$115.00
Associate III	\$100.00
Associate II	\$90.00
Associate I	\$80.00
Environmental Tech II	\$70.00
Environmental Tech I	\$60.00
Senior Administrative / Graphics	\$95.00
Administrative / Graphics	\$80.00
Clerical	\$65.00

- (a) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (b) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

1. Transportation
 - a. Company vehicle – \$0.485 per mile
 - b. Common carrier or car rental – actual multiplied by 1.15
2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

B. Communications Fee

In-house costs for phone, e-mail, telecopier, regular postage, walk-up copier, and records retention – project labor charges multiplied by 3%

C. Printing/Reproduction Rates

ITEM	RATE/PAGE
8 1/2 x 11 b/w	\$0.05
11 x 17 b/w	0.10
8 1/2 x 11 color	1.00
11 x 17 color	2.00
Covers	0.20
Binding	0.75
HP Plotter	25.00

D. Equipment Rates

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Vehicles	\$40.00 ^a	\$180.00	
Laptop Computers	50.00	200.00	500.00
LCD Projector	200.00	600.00	
Noise Meter	50.00		
Sample Pump	25.00		
Surveying Kit	20.00		
Field Traps	40.00		
Digital Planimeter	40.00		
Cameras/Video/Cell Phone	20.00		200.00
Miscellaneous Small Equipment	5.00		
GIS Computer Time	120.00 ^b		
Trimble GeoXT GPS	75.00	350.00	
GIS Imagery	1.50 ^c		
GIS Web Maps			200.00 ^d
Tablet GPS	100.00	400.00	1,000.00
Laser Level	60.00		
Garmin GPS	25.00		250.00

^a Half day rate is \$20.00. Actual project charges will be either \$0.45 per mile or the day rate, whichever is higher.

^b GIS computer time will be charged at \$15.00 per hour.

^c A GIS image is based on 800 x 1,000 pixels. Custom size will be charged accordingly.

^d GIS Web Maps will be charge in \$200 per unit of disk space.

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.

2007 Schedule of Charges

TREADWELL & ROLLO, INC.

Exhibit A

This Schedule of Charges is incorporated in the Professional Services Agreement of Treadwell & Rollo, Inc. ("T&R") to which it is attached (the "Agreement"). Charges for personnel, outside services, materials and equipment, and T&R equipment shall be as follows:

Personnel Charges – Charges for T&R's personnel shall be at the hourly rates indicated.

<u>Personnel Category</u>	<u>Hourly Rate (\$)</u>		
Document Processing/Production	100	to	115
CAD Technician/Graphics/Senior Editor	100	to	115
GIS Specialist	100	to	115
Staff Engineer/Scientist	95	to	110
Senior Staff Engineer/Scientist/Technician	100	to	120
Project Engineer/Scientist	110	to	140
Senior Project Engineer/Scientist	135	to	170
Senior Engineer/Scientist	140	to	200
Senior Associate Engineer/Scientist	185	to	205
Principal Engineer/Scientist	230	to	300

T&R may augment in-house personnel with subconsultants. Hourly rates for subconsultants shall not exceed those for equivalent in-house personnel. Charges for personnel engaged in litigation support shall be at the rates shown above, except that a 4-hour per day minimum shall apply to any person being deposed or assisting in any deposition, and an 8-hour per day minimum shall apply to any person appearing in court as an expert witness or consultant.

Outside Services, Materials and Equipment Charges – Charges for services, materials and equipment furnished by firms other than T&R shall be equal to 1.15 times the amounts charged T&R for such services, materials, and equipment. This charge includes T&R costs of (a) insurance on subcontracts relating to this Agreement, (b) administration of billing verification and approval, and (c) processing of payments in connection with such services, goods, and materials.

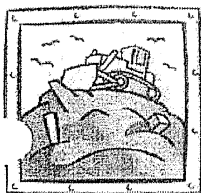
Equipment Rental – Charges for equipment owned by T&R are as follows:

Automobiles, Vans, and Small Trucks* (*travel time plus time on site)	\$16.50 per hour
Nuclear Moisture-Density Gauge	\$12.50 per hour
Special Computer or Analytical Software Usage	\$30.00 per hour

Rates for other equipment, such as geotechnical field instrumentation equipment, geophysical exploration equipment, water resources and quality equipment, special exploration support vehicles and equipment, seismology equipment, and geology equipment may be obtained upon request.

Revision of Charges – The charges provided for in the foregoing provisions may be revised annually by T&R.

#



COMMUNITY MONITOR COMMITTEE

Altamont Settlement Agreement

David Darlington
Chair
City of Livermore

July 6, 2004

Matt Morrison
Vice-Chair
Sierra Club

Linda Barton, City Manager
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Re: Managing Funds for the Community Monitor Committee

John Hanscom
Member
NCRRA

Dear Ms. Barton:

The Community Monitor Committee requests that the City of Livermore manage the funds for the Committee.

Mark Wilson
Member
City of Pleasanton

As background, in 1999 the Community Monitor Committee was created by the Altamont Settlement Agreement. Section 5 of the Agreement sets forth the composition of the Committee; its responsibilities; and the selection, compensation, qualifications, and scope of work of the Community Monitor. There are four voting members: one appointed by the Livermore City Council; one appointed by the Pleasanton City Council; one appointed by the Northern California Recycling Association; and one appointed by the Sierra Club. The Community Monitor will be a technical expert who will monitor the Altamont Landfill and Resource Recovery Facility's (ALRRF) compliance with environmental laws and advise the Cities of Livermore and Pleasanton about environmental and technical issues relating to the operation of the ALRRF. A copy of the first page and Section 5 of the Agreement are attached for your information.

Jacque Delgadillo
Liaison

The role of the Community Monitor Committee is to hire and supervise the Community Monitor. Waste Management pays the cost of the Community Monitor, and we anticipate the amount to involve between \$50,000 to \$100,000 each year.

The Committee is not in a position to manage this amount of money directly, and therefore requests assistance from the City. Jacque Delgadillo of the Public Services Department is the staff support person for our Committee, and would be the City staff contact for this issue.

The Agreement provides that the Community Monitor provide detailed invoices for work performed and associated expenses on a monthly basis, to both the

Exhibit C

Committee and to Waste Management. Waste Management must pay these invoices to the Committee within 45 days of receipt. (Section 5.3.1) And, presumably, the Committee then pays the Community Monitor. The Committee may also be receiving monies from Waste Management as reimbursement for its own reasonable overhead business expenses, as authorized by Section 5.3.2. It is the financial management of these transactions that the Committee is requesting.

After discussion with a representative of your Finance Department, we understand that a Community Monitor Committee account could be established in the City's Fund 910 ("Agency funds"). We understand that the City is not responsible for paying any interest. We also agree that the City may withdraw up to 2% per year for its costs in the financial management of the account.

The process we anticipate is that Waste Management would send funds directly to the City for the Fund 910 account. Payments from the account (either for the Community Monitor and/or for expenses of the Committee) would be paid out based on the written request and authorization from (1) the Public Services Director or the City staff liaison person and (2) either the Chair or Vice-Chair of the Committee.

Would you indicate your concurrence with this proposal by signing below and returning a copy of this letter to us for our records?

Sincerely,

David Darlington, Chair
Community Monitor Committee
(Based upon Committee vote taken May 25, 2004)

Attachment:

Excerpts from Altamont Settlement Agreement: pages 1, 2, and 7-12.

The City of Livermore is willing to undertake the financial management for the Community Monitor Committee as described in this letter.

Linda Barton, City Manager

7-12-04

Date

- cc: Monica Potter, Finance Director, City of Livermore
- Dan McIntyre, Public Services Director
- Evan Levy, Financial Services Manager, City of Livermore
- Judith A. Robbins, Special Counsel, City Attorney's Office
- Ken Lewis, District Manager, Altamont Landfill and Resource Recovery Facility

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