



COMMUNITY MONITOR COMMITTEE

Altamont Landfill Settlement Agreement

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

www.altamontcmc.org

VOTING MEMBERS

Laureen Turner
City of Livermore

Karla Brown
City of Pleasanton

Donna Cabanne
Sierra Club

David Tam
Northern California
Recycling Association

NON-VOTING MEMBERS

Enrique Perez
Waste Management
Altamont Landfill and
Resource Recovery
Facility

Wing Suen
Alameda County

Robert Cooper
Altamont Landowners
Against Rural
Mismanagement (ALARM)

STAFF

Judy Erlandson
City of Livermore
Public Works Manager

AGENDA

DATE: **Wednesday, October 9, 2013**
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. Approval of Minutes (Minutes from January 16, July 10, and August 16, 2013; corrected reports from July 10 agenda packet)
5. 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.
6. Matters for Consideration
 - 6.1 **Review of Reports from Community Monitor (ESA)**
 - 6.2 **Review of Reports Provided by ALRRF: BAAQMD/ Title V (Air Quality) Semi-Annual and Partial Annual BAAQMD/ Title V (Air Quality) Report, Groundwater Monitoring Report, Stormwater Monitoring Report (ESA)**
 - 6.3 **Use Permit PLN 2010-00041 (ESA)**
 - 6.4 **Annual Report Topics (ESA)**
 - 6.5 **Stipend for Committee Members (City)**
 - 6.6 **Meeting Schedule for 2014 (City)**
 - 6.7 **Contract for Community Monitor Services (City)**
7. Agenda Building

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

The next regular Community Monitoring Committee meeting is tentatively scheduled to take place at 4:00 p.m. on **January 8, 2014** at 3500 Robertson Park Road, Livermore.

Informational Materials:

- Community Monitor Roles and Responsibilities
- List of Acronyms
- Draft Minutes of January 16, July 10, and August 16, 2013
- Reports from ESA and City of Livermore Staff
- Contract for Community Monitor Services

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 Maintenance Service Center, 3500 Robertson Park Road, Livermore, and on the Community Monitor Committee web site, <http://www.altamontcmc.org>.

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 in 2015) 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 September 25, 2013; the most recent revisions are highlighted.

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
CDRRR – California Department of Resources Recycling and Recovery, or CalRecycle
CIWMB – California Integrated Waste Management Board (predecessor to CDRRR – see above)
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
FIT – Fine materials delivered to the ALRRF, measured by the ton.
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 (discontinued January 2010)
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

Water Quality Terminology

MCL – Maximum Contaminant Level – The legal threshold limit on the amount of a substance that is allowed in public water systems under the Safe Drinking Water Act.

Substances or Pollutants

ACM – asbestos-containing material
ACW – asbestos-containing waste
ADC – Alternative Daily Cover. For more information: <http://www.ciwmb.ca.gov/lgcentral/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
MEK – methyl ethyl ketone
MIBK – methyl isobutyl ketone
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

TSS – Total Suspended Solids

VOC – volatile organic compounds

Documents

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

CoIWMP – County Integrated Waste Management Plan

CUP – Conditional Use Permit

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

ASP – Aerated Static Pile composting involves forming a pile of compostable materials and causing air to move through the pile so that the materials decompose aerobically.

BGS – below ground surface

BMP – Best Management Practice

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

RAC – Reclaimable Anaerobic Composter – a method developed by Waste Management, Inc., to place organic materials in an impervious containment, allow them to decompose anaerobically, and extract methane during this decomposition.

SCF – Standard cubic foot, a quantity of gas that would occupy one cubic foot if at a temperature of 60°F and a pressure of one atmosphere

SCFM – standard cubic feet per minute, the rate at which gas flows past a designated point or surface

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 January 16, 2013

DRAFT

1. Call to Order

Ms. Turner called the meeting to order at 4:07 p.m. with a quorum present.

Acting as chairperson, Ms. Turner reordered the agenda to take item 6.2 next. The Committee presented a Certificate of Appreciation to former Pleasanton City Council member and Committee member Cindy McGovern, making note of her more than five years of continuous, thorough and diligent service to the Committee. Ms. McGovern thanked Committee members and stated that she enjoyed working with Committee members.

2. Introductions

Darrell Triano, an operations manager at the ALRRF with environmental compliance duties, introduced himself as representing the ALRRF, and other Committee members and staff also introduced themselves.

3. Roll Call

Members Present:	Laureen Turner; Donna Cabanne; David Tam; and Darrell Triano, Waste Management Altamont Landfill and Resource Recovery Facility
Absent:	Karla Brown, City of Pleasanton; Robert Cooper, Altamont Landowners Against Rural Mismanagement; Wing Suen, Alameda County Local Enforcement Agency;
Staff:	Judy Erlandson, City of Livermore Public Works Department; and Kelly Runyon, ESA, Community Monitor

4. Approval of Minutes

Ms. Cabanne moved approval of the October 10 minutes, and Mr. Tam seconded. The motion passed by a vote of 4-0.

5. Open Forum

No members of the public spoke.

6. Matters for Consideration

6.1 Selection of Chairperson

After discussion of procedure, Mr. Tam moved to nominate Ms. Turner to continue as Chairperson for 2013, and Ms. Cabanne seconded the motion. The three voting Committee members present constituted a quorum, and all three voted in favor.

6.3 Responses to CMC Member Requests (ESA)

In response to Ms. Cabanne's question, Mr. Runyon described additional stormwater Best Management Practices (BMP's) installed at the site and noted that they were installed as planned. In discussion of the Conservation Plan Area question, Mr. Tam requested a link to the Conservation Plan Map.

6.4 Review of Reports From Community Monitor (ESA)

Mr. Runyon discussed several highlights from the written report:

Tonnage data were difficult to reconcile because some tonnages were not recorded immediately, but the ALRRF did make the necessary corrections by the end of the year.

There was an apparently-unintentional delivery of unprofiled material that was found to have an excessively high concentration of lead. The material (ash) was removed for proper disposal at a permitted California hazardous waste landfill. Ms. Cabanne asked (1) where the material was finally disposed, and (2) if the generator would be tracked or watched in any special way, going forward. Mr. Runyon responded that according to ALRRF staff, the material was disposed at the landfill in Buttonwillow. Mr. Triano noted that the Alameda County District Attorney's Office had taken samples of the material and therefore, with possible legal action pending, he did not wish to identify the source. Also, he stated that the generator of the material was not the party that caused the problem, but a third-party hauling contractor had brought the wrong material to the ALRRF. Ms. Cabanne responded that the generator would have hired the hauling contractor and would therefore have some responsibility; and she urged that the source be monitored more closely. Ms. Erlandson confirmed with the Committee that that they would like a report back from the Community Monitor, describing what actions have been taken by the generator and Waste Management to provide further assurance that this problem would not happen again. Ms. Cabanne added that if there is legal action regarding this issue that affects the ALRRF operator, this should also be reported back.

Mr. Runyon called the Committee's attention to the description of Basin B on page 24 of the packet, asking if the description in that area is clear. Committee members had no questions.

6.5 Pending Annual Report (ESA)

Mr. Runyon asked members for comments on the draft report. Committee members had a variety of questions and suggestions which were noted. Major points included the following:

Section 1.3: Since plant debris is now banned from the landfill, where does it go? Can you be more precise about the expected date for construction of Fill Area 2 to begin? Will any other environmental impact statements or reports be needed prior to the beginning of Fill Area 2 operations? What is the acreage of the entire site, and how is it distributed among Fill Areas 1 and 2, the

Conservation Plan Area, etc.? It would be helpful to know how much land was condemned for use by DWR. Provide a more quantitative description of the available landfill capacity in the region, and take all known available space into account. When will the LNG truck fueling station be operational? Describe the acreage available for refuse fill beyond Fill Areas 1 and 2. In section 2.2, explain when the leachate truck fill station was relocated. In section 2.3.1, what is the status of the plan to use MRF fines as ADC? Provide the trade name of the herbicide 2,4-D.

Although it would not be part of the 2012 Annual Report, Ms. Cabanne expressed interest in how well the landfill performed during the heavy December rains.

7. Agenda Building

Two items were raised:

- (1) Mr. Runyon suggested that the Committee use an agenda item to receive an explanation of the acreage and designated land uses at the ALRRF site, based on the Conservation Plan Area map.
- (2) Ms. Erlandson suggested that the Committee allocate some time to discuss the RFP process for selecting the Community Monitor, for 2014 and beyond.

8. Adjournment

Chairperson Turner adjourned the meeting at 5:09 PM. The next meeting will be held on **Wednesday, April 10 at 4:00 p.m.** at the Livermore Maintenance Services Division at 3500 Robertson Park Road.



*COMMUNITY MONITOR
COMMITTEE
Altamont Landfill Settlement Agreement
Minutes of July 10, 2013*

DRAFT

1. Call to Order
Ms. Cabanne called the meeting to order at 4:06 p.m. with a quorum present.

2. Introductions
All of those present were already acquainted, so introductions were not made.

3. Roll Call

Members Present:	Donna Cabanne; Karla Brown; David Tam; Enrique Perez, Waste Management Altamont Landfill and Resource Recovery Facility; and Wing Suen, Alameda County Local Enforcement Agency
Absent:	Lauren Turner, City of Livermore; Robert Cooper, Altamont Landowners Against Rural Mismanagement;;
Staff:	Judy Erlandson and Dana D'Angelo, City of Livermore Public Works Department; Kelly Runyon, ESA, and Dorinda Shipman, Treadwell & Rollo, Community Monitor.

4. Approval of Minutes
Because there were only two voting members present who had attended the January 16 meeting, approval of those Minutes was continued until the October meeting. It was moved by Ms. Cabanne and seconded by Ms. Brown to approve the minutes of the April 10, 2013 meeting. In discussion, Mr. Tam suggested a correction, for clarity. The correction was moved by Mr. Tam and seconded by Ms. Brown. With that correction, all three voting members present voted to approve the April 10, 2013 minutes.

5. Open Forum
No members of the public spoke.

6. Matters for Consideration
 - 6.1 Responses to CMC Member Requests: Update re Preventing Disposal of Unprofiled Waste; Testing MRF fines as Cover Material
Mr. Runyon summarized his actions to date regarding disposal of unprofiled waste: he had emailed ALRRF management asking if additional actions to prevent disposal of unprofiled waste had been taken, and had received no response. Ms. Cabanne asked that if he receives a response, he advise the Committee. Mr. Perez explained that serious personal health issues may have prevented Mr. Netz from responding, but the existing procedure remains in

place, and the testing of every single load is impractical. Ms. Brown asked if it is practical to spot-test one load out of every hundred or so. Mr. Runyon responded with the opinion that spot-testing would need to be far more intensive than that in order to provide a good probability of finding material being improperly disposed.

Regarding the testing of MRF fines, Mr. Runyon summarized the need for testing MRF fines with a demonstration project; what the sources and sizes of MRF fines are; what some of the apparent contaminants are; the criteria in the test plan; and the status of the test. Ms. Cabanne asked what happens after the demonstration project is complete. Mr. Runyon stated his belief that if the fines are shown to meet the criteria, they would be approved for use as ADC unless other concerns were identified during the demonstration project. Ms. Suen mentioned the regulations that also apply, and the monthly reporting and periodic testing involved. She stated that approval is not automatic but is based on a review of all of the available information by the LEA and CalRecycle. Ms. Cabanne asked if there would be further review after approval. Ms. Suen stated that there would not be further formal review, but would be subject to weekly inspections like the rest of the site. Also, the Joint Technical Document would need to be amended to include this process. Mr. Perez concurred.

6.2 Review of Reports From Community Monitor (ESA)

Mr. Runyon began by pointing out several typographical errors that appeared in the cover memo for this item, and stated that he would correct them. He also explained the differences in tonnage totals for March, on page 22. In response to a question from Ms. Cabanne, Mr. Perez noted that bids for Fill Area 2 construction work are due July 15, with construction to begin August 15 and continue for several months, depending on weather. Ms. Cabanne asked for an update at the October Committee meeting. Mr. Runyon also stated that in April and May, the gull population was much less than in prior months. Ms. Brown asked if other parties monitor bird activity. In response, Ms. Suen described the LEA's role in assuring that the landfill uses available bird control techniques to prevent birds from interfering with operations. Mr. Runyon also described the operation of the litter-vacuuming "Trilo" machine and responded to questions from Mr. Tam regarding how that machine works. In reviewing the May report, Ms. Brown asked about the handling of friable asbestos. Mr. Runyon stated that the landfill includes a special asbestos disposal area, and Mr. Perez explained how that is operated and how contingencies are dealt with. Mr. Tam also noticed an error in the inspection date on page 26; the correct date was May 21. Mr. Runyon called attention to the damage to well 601 and Mr. Perez responded to Committee members' questions about how this type of problem is detected and isolated for repair, and the efforts made to prevent these problems. Ms. Brown asked for further information about how the issue was managed. In reviewing the report for June, an error in the inspection date was noted on page 29; the correct date was June 5. Ms. Brown asked if windblown litter would be reduced by the plastic bag bans taking effect in Alameda County. Mr. Runyon stated that he is seeing fewer bags stuck on

fences, but that may also be due to more aggressive litter control by the ALRRF. Ms. Suen also mentioned that a substantial amount of the windblown litter is not bags but film plastic. Mr. Runyon also provided an explanation of the bar charts (Figures 6.2-1 and 6.2-2).

6.3 Use Permit PLN 2010-00041

Mr. Runyon began by citing the Committee's interest in this new County Land Use Permit, as well as the position expressed by ALRRF staff at the prior Committee meeting that this may not be within the purview of the Committee. In discussion, Ms. Cabanne expressed the opinion that this Use Permit is within the Committee's purview, and that the Committee has the right to review and monitor plans and operations. Mr. Perez stated that WM continues to take the position that the Community Monitor Committee's purview relates to the prior CUP, and not to this newer one. He also stated that he would communicate the Committee's concerns to ALRRF's management and attorney. Ms. Erlandson stated that this issue could affect the Community Monitor's Scope of Work, and Mr. Perez indicated that at least some of the operations described in the new CUP are likely to be occurring within the next three years (i.e. during the term of the 2014-2016 Community Monitor consultant). Ms. Cabanne made a motion that the new CUP be included in the scope of the Community Monitor's work unless there is a legal problem in doing so. There was no second. Ms. Suen pointed out that the last 5-year permit review included only general information about the nature of the permitted operation; and the LEA's office did not receive a copy of the Initial Study, or other information, related to this permit. Ms. Cabanne made a motion that the new Conditional Use Permit granted in March 2013 falls under the same CUP and therefore it is part of the Committee's job to monitor all activity on the landfill including this new addition and expansion of recycling and composting; and secondly, if this is accurate, then it would become part of the Community Monitor's duty, within the next 3-year contract, to follow the construction and daily operation of the new activity; and that the Committee might consider an addendum [to the Community Monitor contract] for additional hours. Ms. Brown seconded. All three voting members present voted in favor.

In further discussion, Ms. Suen stated that prior to construction of the new operations, the ALRRF would need to submit more information to the LEA office for review. Mr. Tam asked the ALRRF representative if the current Solid Waste Facility Permit included the composting and recycling operations under discussion. Mr. Perez replied that did not have the answer and would have to get back to the Committee with a response. Mr. Tam suggested that Stopwaste.Org would be involved in the issuance of a Solid Waste Facility Permit for these new activities. Ms. Cabanne and Ms. Suen stated that Stopwaste might be involved but they are not the agency authorized to issue the permit. However they would be responsible for changes to the County Non-Disposal Facility Element.

In further discussion, Mr. Runyon stated his opinion that the County permit PLN2010-00041 does not modify the prior Conditional Use Permit C-5512 but is intended as a separate, overlay permit for the operations described therein.

Ms. Cabanne moved that when any new developments occur for permitting of the new operations, the Committee would be informed by Ms. Suen and Mr. Runyon. Mr. Tam seconded. All three voting members present voted in favor.

6.4 Closed Session: Community Monitor Selection Process.

The Committee entered closed session at 5:30 PM and returned to open session at 6:40 PM. The action that was taken is that the Committee will hold a special meeting August 16 at 3PM to hold an Open Forum and resume Closed Session for further discussion.

7. Agenda Building

Two items were raised:

- (1) Ms. Brown expressed interest in adding a stipend for Committee Members that attend Committee meetings. She noted that many other agencies do this. All three Committee members agreed to discuss this at the next regular meeting.

8. Adjournment

Ms. Cabanne adjourned the meeting at 6:45 PM. The next meeting will be held on **Wednesday, October 9 at 4:00 p.m.** at the Livermore Maintenance Services Division at 3500 Robertson Park Road.



COMMUNITY MONITOR COMMITTEE
Altamont Landfill Settlement Agreement
Minutes of August 16, 2013

DRAFT

1. Call to Order

Chair Turner called the meeting to order at 3:02 p.m.

2. Introductions

3. Roll Call

Members Present: Lauren Turner, City of Livermore; Donna Cabanne, Sierra Club; David Tam, NCRA (arrived 3:08); and Karla Brown, City of Pleasanton

Non-Voting Members Present: None

Others Present: Judy Erlandson, City of Livermore Public Works Department; Wing Suen; Alameda County Local Enforcement Agency

4. Public Forum

Jim Lord of Landfirst Consultants, Inc. addressed the committee and summarized his proposal, including his experience and qualifications for the position of Community Monitor.

Kelly Runyon of ESA addressed the committee and summarized his proposal, including his experience and qualifications for the position of Community Monitor.

5. Closed Session

The Committee adjourned to Closed Session to discuss the selection of a Community Monitor.

The Committee then reconvened the meeting at 3:45 p.m. Ms. Brown made a motion to accept the ESA contract, Ms. Cabanne seconded the motion. The motion passed unanimously by a vote of 4-0.

6. Adjournment

The meeting was adjourned at 3:53 p.m. The next meeting will be held on **October 9, 2013.**



550 Kearny Street
Suite 800
San Francisco, CA 94108
415.896.5900 *phone*
415.896.0332 *fax*

CMC Agenda Item 4
www.esassoc.com

memorandum

date October 1, 2013
to ALRRF Community Monitor Committee
from Kelly Runyon
subject CMC Meeting of 10/9/13 - Agenda Item 4 - Corrections to July Reports

There were several errors in the reports submitted as part of the July 10 agenda packet. These have been corrected, and the corrected versions are attached. Corrections are indicated with double underline. The files on the Committee web site will be replaced with these corrected versions.

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COMMUNITY MONITOR COMMITTEE

Altamont Landfill Settlement Agreement

Minutes of April 10, 2013

1. Call to Order

Ms. Cabanne called the meeting to order at 4:28 p.m. with a quorum present.

Acting as chairperson, Ms. Cabanne reordered the agenda to defer item 4 until Ms. Turner's arrival.

2. Introductions

Celeste Storrs introduced herself as the Recycling and Diversion Coordinator for the City of Livermore. Enrique Perez introduced himself as the Assistant District Manager for Waste Management, and Tianna Nourot introduced herself as the Northern California / Nevada Environmental Compliance Manager for Waste Management. Other Committee members and staff also introduced themselves.

3. Roll Call

Members Present:	Donna Cabanne, Sierra Club; David Tam, Northern California Recycling Association; Karla Brown, City of Pleasanton; Enrique Perez, Waste Management Altamont Landfill and Resource Recovery Facility
Absent:	Laureen Turner, City of Livermore; Robert Cooper, Altamont Landowners Against Rural Mismanagement; Wing Suen, Alameda County Local Enforcement Agency;
Staff:	Judy Erlandson and Celeste Storrs, City of Livermore Public Works Department; and Kelly Runyon, ESA, Community Monitor
Others:	Jeremy Gekov, Treadwell and Rollo, Community Monitor; and Tianna Nourot, Waste Management

4. Approval of Minutes

Only two of the four voting members of the Committee having eligibility to approve the minutes were present. Consequently, approval of the minutes was postponed until the next meeting.

5. Open Forum

No members of the public spoke.

6. Matters for Consideration

6.1 Responses to CMC Member Requests (ESA):

(a) Actions to Prevent Recurrence of Disposal of Unprofiled Waste

Mr. Runyon indicated the email response from Mr. Netzt of the ALRRF. At Ms. Cabanne's request, Mr. Runyon agreed to request and provide an update.

(b) Review of Conservation Plan Site Map:

Mr. Runyon gave a verbal description of each of the areas defined in the Conservation Plan Site Map, which was provided in the agenda packet.

6.2 Review of Reports From Community Monitor (ESA)

Mr. Runyon reviewed several highlights of these reports and answered questions.

Ms. Cabanne asked how burrowing owls are affected by being excluded from burrows as part of the preparation of Fill Area 2. Mr. Runyon explained that in this area, there is ample habitat for them to occupy.

Mr. Tam mentioned the East Alameda County Conservation Strategy, which summarizes various conservation issues in the region.

Mr. Gekov mentioned that the Class 2 soil files are now on computer, requiring more time for download and review.

Ms. Brown asked for, and was given, a verbal description of "Treated Auto Shredded Fluff."

In response to a question about using green waste as cover, Mr. Perez explained that Processed Green Material is placed on outside slopes of the landfill – it cannot be used in the landfill as cover – and used for erosion control.

In a separate discussion, Mr. Perez mentioned that the LNG fueling facility will have a ribbon cutting ceremony on April 17, and all are welcome.

Mr. Runyon mentioned a discrepancy in the February tonnage data, which is expected to be reconciled with the next tonnage report.

Ms. Cabanne asked for more information about the study of using MRF fines for cover material. Mr. Perez explained that the MRF fines demonstration project is intended to determine if MRF fines are suitable as landfill cover. The project is intended to last for one year. He described the issues that are being addressed as part of the demonstration project. Ms. Cabanne asked for a summary of the demonstration project plan, and for updates in connection with the monthly reports.

Ms. Cabanne also expressed concern about the recent labor action and workers' remarks in the media about dangerous conditions at the landfill. Mr. Perez noted that OSHA-recordable injuries at the landfill have been very few (one or two per year), and there are periodic sitewide safety meetings where employees can raise concerns.

This item concluded with Mr. Runyon's review of the monthly tonnage bar charts provided in the agenda packet.

6.3 Review of Reports Provided by ALRRF (ESA)

For the air quality report, Mr. Runyon summarized the status of landfill gas operating equipment (all devices passed emission tests), surface emissions monitoring (no exceedances), and the bar chart showing daily consumption of landfill gas. The effects of two PG&E outages were also described.

In connection with the groundwater monitoring report, Ms. Brown asked if the VOC contaminants were at an "acceptable" level from a regulatory perspective. Mr. Gekov explained that in reviewing these data, the levels are compared to drinking water criteria, and the data are examined for trends. He also handed out a graph from an earlier review of ALRRF groundwater data to show how trends are tracked.

Mr. Tam asked if it would be possible to improve the quality of the local groundwater for use as potable water. Mr. Runyon responded that this would be difficult and extremely costly.

Ms. Cabanne noted that in the graph, there were "spikes" in the data in 2007. Mr. Gekov responded that this may have been caused by variations in the rate of landfill gas extraction near that monitoring well.

6.4 Annual Report (ESA)

Mr. Runyon indicated that the questions raised about the draft report had been addressed, with locations of the corrections noted.

Ms. Cabanne asked if there is a more certain date for the preparation and use of Fill Area 2. Mr. Perez replied that bids are being taken for excavation to begin on June 15, 2013; but the date for first placement of refuse in Fill Area 2 is still uncertain because it depends on the remaining volume in Fill Area 1 as well as the rate of inflow of refuse. In this discussion it was also noted that before refuse can be placed, a liner needs to be installed, and the entry road needs to be built.

Mr. Tam asked about the amount of time that would be needed to construct the first cell. Mr. Perez replied that it would be several months.

6.5 Community Monitor RFP Process

In connection with the RFP, Mr. Runyon noted that the County Planning Commission recently approved an additional Conditional Use Permit for the ALRRF, related to the future development of composting and material recovery facilities there. He stated that because this CUP requires certain reporting to the County by the ALRRF, it could affect the Community Monitor's scope of work in the future. Ms. Nourot noted that this Use Permit is an overlay, which does not change the primary use permit for the site, and therefore may not be within the Community Monitor's scope.

In further discussion of the RFP process, the CMC requested that the RFP specify a contract term of three years with a three year extension and, with that modification, approved the RFP document for release.

7. Agenda Building

Committee members indicated interest in a review of the newly approved Conditional Use Permit.

8. Adjournment

Acting Chairperson Cabanne adjourned the meeting at 6:10 PM. The next meeting will be held on **Wednesday, July 10 at 4:00 p.m.** at the Livermore Maintenance Services Division at 3500 Robertson Park Road.

memorandum

date July 2, 2013
to ALRRF Community Monitor Committee
from Kelly Runyon
subject CMC Meeting of 7/10/13 - Agenda Item 6.2- Review of Reports from Community Monitor

Attached are our inspection reports for April through June of 2013.

The April inspection was announced and took place on April 29.

The May inspection was announced and took place on May 21, off-hours (early morning).

The June inspection was unannounced and took place on June 5.

During these inspections, all landfill operating areas were observed. Recent LEA inspection reports were reviewed on-line, and the Special Occurrences Log was reviewed in detail on March 28.

In preparing these reports, issues that cause concern are marked with yellow rectangles in the left-hand margins of the monthly inspection reports. One topic has been flagged in May: a gas well was observed to have been damaged, apparently by heavy equipment. It was isolated from the gas system and was awaiting repair. ~~March: an inconsistency in the monthly reporting of tonnages received from the City of San Francisco. Apparently one day's tonnage was omitted from the February data provided to ALRRF by Recology San Francisco. We expect this to be corrected when the next tonnage report is received, in mid March. This did not have any material effect on landfill environmental or permit compliance, nor on operations.~~

Also attached are graphs showing monthly tonnages by type of material for the most recent 12-month period, as in prior reports. Figure 6.2-1 shows the breakdown of materials that make up Revenue-Generating Cover. Figure 6.2-2 shows these same quantities, plus the municipal solid waste tonnage on the lowest (and largest) part of each bar. High volumes of Class 2 cover soil in January probably reflect recent excavation and construction activity in the region, facilitated by dry weather.

CORRECTED

ALRRF Community Monitor Monthly Report

April 2013

Reports Received

Monthly Tonnage Report for March 2013, received April 15, 2013

Tonnage Summary:		<u>tons</u>
Disposed, By Source Location		
1.1	Tons Disposed from Within Alameda County	61,166.98
1.2	Tons Disposed from City of San Francisco TS	28,536.24
1.3	Other Out of County Disposal Tons	1,119.56
	subtotal Disposed	90,822.78
Disposed, By Source Type		
2.1	C&D	202.35
2.2	MSW	90,116.27
2.3	Special Wastes	2,233.45
	subtotal Disposed	92,552.07
	Difference	1,729.29 1.87%
	San Francisco tons from 2/28 appeared in March ALRRF report	
Other Major Categories		
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	123.94
2.5	Revenue Generating Cover	23,713.34
	Total, 2.1 - 2.5	116,389.35
Materials of Interest		
2.3.1	Friable Asbestos	659.64
2.3.2	Class 2 Cover Soils	7,065.32
2.5.1	Auto Shredder Fluff	9,196.54
2.5.2	Processed Green Waste/MRF fines, Beneficial Use (GSET)	1,970.60

CORRECTED**ALRRF Community Monitor Monthly Report****April 2013****Site Visit**Site Inspection April 29, 2013, 2:00 to 3:30 PM

- Attended by K. Runyon . Escorted by Enrique Perez. Unannounced.
- While observing, a load of C&D material was mistakenly brought to the public disposal area and unloaded. Significant amounts of cardboard in load. Driver apparently misunderstood instructions. WM will haul this material to the C&D area.
- Solidification pit not yet relocated.
- Two tippers, one dozer and two compactors working. No queue of transfer trucks.
- Asbestos area not observed. C&D pile and plant debris pile normal size. No prohibited materials seen.
- Experimental use of MRF fines as cover (ADC) is continuing. Stockpiles of the <9/16" and 9/16"-to-2" fine materials are on site close to the working face. No difficulties mentioned or seen. Have learned that MRF fines don't work as well as soil in areas that get vehicle traffic; the refuse beneath "pumps up" through the cover and is exposed.
- Raw water storage pond contains approx. 3 feet of water (deeper than usual); visible portion of liner appears to be in good condition.
- LNG fuel station operating OK.
- No new work has taken place in Fill Area 2 since last CM site visit.
- On entry road, both "your speed is" signs are out of service, awaiting repair. Had been installed incorrectly.
- Main access road in rough but usable condition.
- The radio connection for the leachate loadout station has been repaired; pump can once again be operated remotely.

CORRECTED**ALRRF Community Monitor Monthly Report****April 2013**Observation of Environmental Controls

- Light amount of litter seen on Altamont Pass Road. Worker seen picking up roadside litter.
- Fewer seagulls present on site and at Dyer Reservoir. Not clear why.
- The "Trilo" (tractor-vac) picking up litter along fence lines. Very effective.



- Some litter has been windblown due to recent high winds, but impact beyond tall fences is slight.
- Landfill gas equipment: two turbines, flare A-16 and one (of two) Deutz engines are running.
- LNG plant is being serviced; crew is working on large vessel near south end of plant.

Stormwater Controls and Best Management Practices

- Basin A: Normal summer level; discharge riser fully exposed. No litter seen.
- Basin B: Discharge riser fully exposed. No litter seen.
- Basin C: Not observed.
- Truck wash water pond about 2 ft deep at center; almost empty.
- No areas of significant erosion seen. No ponding seen.
- Weeds growing in some ditches. Not an issue at present, due to summer (dry) weather pattern.
- Some ditch liner, previously removed, has been rolled up and set aside awaiting regrading along SE edge of landfill at toe of slope; it ponds there.
- Two slope repairs (one above break room, another above employee parking near shop) are holding. Topsoil &/or mulch not yet applied; access difficult.

CORRECTED

ALRRF Community Monitor Monthly Report

May 2013

Reports Received

Monthly Tonnage Report for April 2013, received May 15, 2013

Tonnage Summary:		<u>tons</u>
Disposed, By Source Location		
1.1	Tons Disposed from Within Alameda County	69,380.36
1.2	Tons Disposed from City of San Francisco TS	30,355.87
1.3	Other Out of County Disposal Tons	<u>1,134.96</u>
	subtotal Disposed	100,871.19
Disposed, By Source Type		
2.1	C&D	424.50
2.2	MSW	97,595.88
2.3	Special Wastes	<u>2,830.31</u>
	subtotal Disposed	100,850.69
	Difference	-20.50 -0.02%
Other Major Categories		
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	115.70
2.5	Revenue Generating Cover	20,541.31
	Total, 2.1 - 2.5	121,507.70
Materials of Interest		
2.3.1	Friable Asbestos	1,091.92
2.3.2	Class 2 Cover Soils	3,366.95
2.5.1	Auto Shredder Fluff	10,583.97
2.5.2	Processed Green Waste/MRF fines, Beneficial Use (GSET)	1,537.75

CORRECTED**ALRRF Community Monitor Monthly Report****May 2013****Site Visit**Site Inspection May 21, 2013, 5:30 to 7:00 AM

- Attended by K. Runyon. Escorted by Darrell Triano. Announced - off hours.
- Filling occurring on east side, north of solidification pit, continuing eastward beyond solidification, C&D, and plant debris pile. That area intended for next season's winter fill.
- Green waste / brush pile a little larger than normal but not a problem.
- Main access road, behind north hill, rough but not potholed.
- Two dozers and one compactor working (one on break). No queue for transfer trucks. Spotter safety stand vacant (not yet open to the public).
- Asbestos area not observed. C&D pile and plant debris pile normal size; no prohibited material.
- MRF fines stockpile being relocated closer to new tipper location. Tippers have moved south and east. Public disposal in a slightly different location (did not see). MRF fines are being used as cover in that area.
- Leachate loading area & its secondary containment look OK.
- Both "your speed is" signs still out of commission.
- Drop & hook parking area nearly empty.
- Wheeled loader and on-site dump truck being used to move Class 2 soil into pre-cover staging piles.
- Raw water storage pond has 3 to 4 feet of freeboard.
- LNG fuel station not observed.
- Landfill gas well 601 appears to have been recently crushed. Near toe of current fill area, north of C&D pile.
- Entry road in fair condition. Rough surface but no major potholes.
- Discing in FA 2 apparently complete. No excavation yet. Drove to low point in disced area. Some veg regrowth in disced areas, but mostly low plants. Discing on both sides of FA 2 valley road. No flags (from biologist) seen.

CORRECTED**ALRRF Community Monitor Monthly Report****May 2013**Observation of Environmental Controls

- Minimal litter seen on Altamont Pass Road.
- Landfill gas equipment: two turbines, flare A-16 and one (of two) Deutz engines are running.
- LNG plant appears to be running.
- Recent high winds have blown a substantial amount of litter into FA2. Mostly large, light film plastic.
- Virtually no gulls seen on site. Only a few at Dyer Res. Reason for absence not obvious, but several red-tailed hawks seen at various locations around edge of site.

Stormwater Controls and Best Management Practices

- Basin A: Normal summer level (low); discharge riser fully exposed. No litter seen.
- Basin B: very clean, low (base of riser exposed). Upslope erosion hasn't been fixed but doesn't look bad, when looking up from the pond.
- Basin C: inlet pipe appears intact; base of outlet riser exposed. Very clean.
- Rework of Basin B inlet area holding up well.
- No areas of significant erosion seen. No ponding seen. Landfill surfaces quite dry.
- Truck wash water pond very low (1 foot?) but not completely dry.

CORRECTED

ALRRF Community Monitor Monthly Report

June 2013

Reports Received

Monthly Tonnage Report for May 2013, received June 14, 2013

Tonnage Summary:		<u>tons</u>
Disposed, By Source Location		
1.1	Tons Disposed from Within Alameda County	70,524.54
1.2	Tons Disposed from City of San Francisco TS	32,302.21
1.3	Other Out of County Disposal Tons	<u>2,124.78</u>
	subtotal Disposed	104,951.53
Disposed, By Source Type		
2.1	C&D	267.55
2.2	MSW	100,391.27
2.3	Special Wastes	<u>4,313.21</u>
	subtotal Disposed	104,972.03
	Difference	20.50 0.02%
The difference balances the April difference.		
Other Major Categories		
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	95.36
2.5	Revenue Generating Cover	22,010.80
	Total, 2.1 - 2.5	127,078.19
Materials of Interest		
2.3.1	Friable Asbestos	778.06
2.3.2	Class 2 Cover Soils	4,440.14
2.5.1	Auto Shredder Fluff	10,159.25
2.5.2	Processed Green Waste/MRF fines, Beneficial Use (GSET)	1,562.38

CORRECTED**ALRRF Community Monitor Monthly Report****June 2013****Site Visit**Site Inspection June 5, 2013, 2:30 to 4:00 PM

- Attended by K. Runyon and Wing Suen, LEA. Escorted by Mike Feldthouse. Unannounced.
- Filling occurring in dry-weather area, east side, near east edge of top deck of landfill. Tipplers are arranged to discharge at the base of the working face, with compaction being done upslope. This reduces windblown litter (compared to tipping above face) but currently the problem is severe. Light plastic bags are the major problem. If they are lofted above the first tall fence, they are too high to be stopped by the second fence, given the wind velocity. In a drive onto, and east of, Fill Area 2, a substantial amount of windblown plastic could be seen on slopes that are protected from the prevailing wind; they collect there.
- Two dozers and two compactors working. Spotter safety stand in use. Bird screamers in use.
- Asbestos area not observed. C&D pile and plant debris pile normal size. No prohibited materials seen.
- Raw water storage pond contains approx. 2 to 3 feet of water; visible portion of liner appears to be in good condition.
- LNG fuel station operational.
- Entry road in fair condition. Rough surface but no major potholes.
- Plant growth on disced area similar to previous visit.
- Leachate loading area & its secondary containment look OK.
- MRF fines stockpile examined quickly; no issues raised.

Stormwater Controls and Best Management Practices

- Basin A: Normal summer level (low); discharge riser fully exposed. No litter seen.
- Basin B: Not observed.
- Basin C: Not observed.
- Truck wash water pond not observed.
- No areas of significant erosion seen. No ponding seen. Landfill surface moist enough to control dust.

CORRECTED

ALRRF Community Monitor Monthly Report

June 2013

Observation of Environmental Controls

- Light amount of litter seen on Altamont Pass Road. Bagged litter seen along roadside.
- Seagulls present on site and at Dyer Reservoir in increasing numbers (compared to last two months).
- All landfill gas equipment appears to be running except the "old" flare (A-15) near the turbine building.

Special Occurrences Log Review

- No unusual incidents in last 3 months. Two instances of end-dump trucks falling over. Tends to happen when wet material, particularly auto shredder fluff, sticks in the upper part of the dump bed.



550 Kearny Street
Suite 800
San Francisco, CA 94108
415.896.5900 phone
415.896.0332 fax

CMC Agenda Item 6.1
www.esassoc.com

memorandum

date October 1, 2013

to ALRRF Community Monitor Committee

from Kelly Runyon

subject CMC Meeting of 10/9/13 - Agenda Item 6.1- Review of Reports from Community Monitor

Attached are our inspection reports for July through September of 2013.

The July inspection was announced and took place on July 17.

The August inspection was announced and took place on August 21.

The September inspection was announced and took place on September 11, off-hours (evening).

During these inspections, all landfill operating areas were observed. Recent LEA inspection reports were reviewed on-line, and the Special Occurrences Log was reviewed in detail on August 21 and September 11.

In preparing these reports, issues that cause concern are marked with yellow rectangles in the monthly inspection reports. One topic was first flagged in July and then expanded in August: a load arrived and was placed in the landfill before it was known that some hazardous material might be included. We do not yet have enough information to evaluate the seriousness of the situation. The LEA and other State agencies are determining the proper course of action, and in the interim, the site has been marked and no further filling has taken place there.

A second topic arose in August: a fire occurred in the active area and the Alameda County FD assisted in extinguishing it. The fire was out in a matter of hours and did not recur.

Also attached are graphs showing monthly tonnages by type of material for the most recent 12-month period, as in prior reports. Figure 6.1-1 shows the breakdown of materials that make up Revenue-Generating Cover. Figure 6.1-2 shows these same quantities, plus the municipal solid waste tonnage on the lowest (and largest) part of each bar.

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Figure 6.1-1 Monthly Volumes of Revenue-Generating Cover

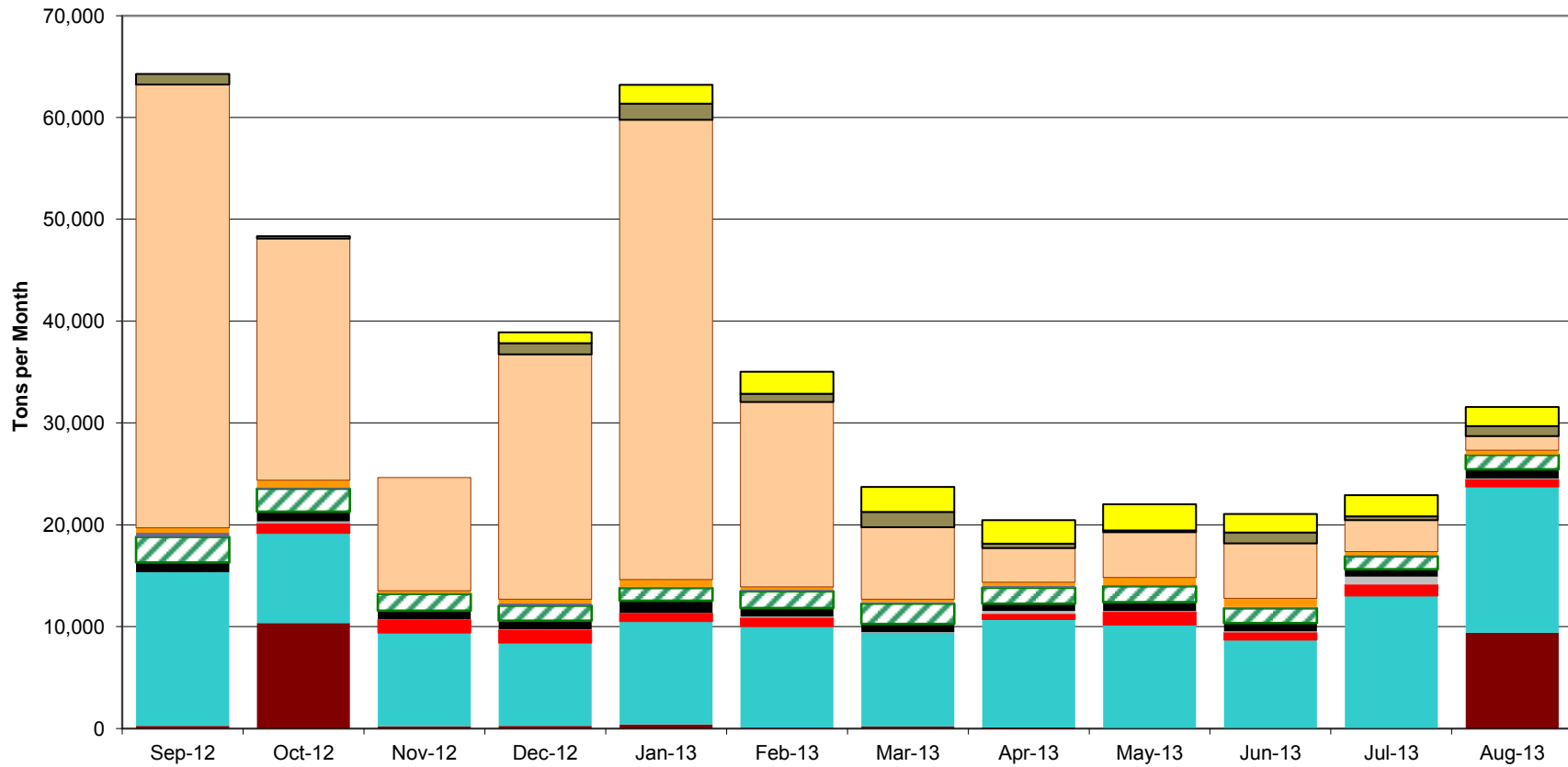
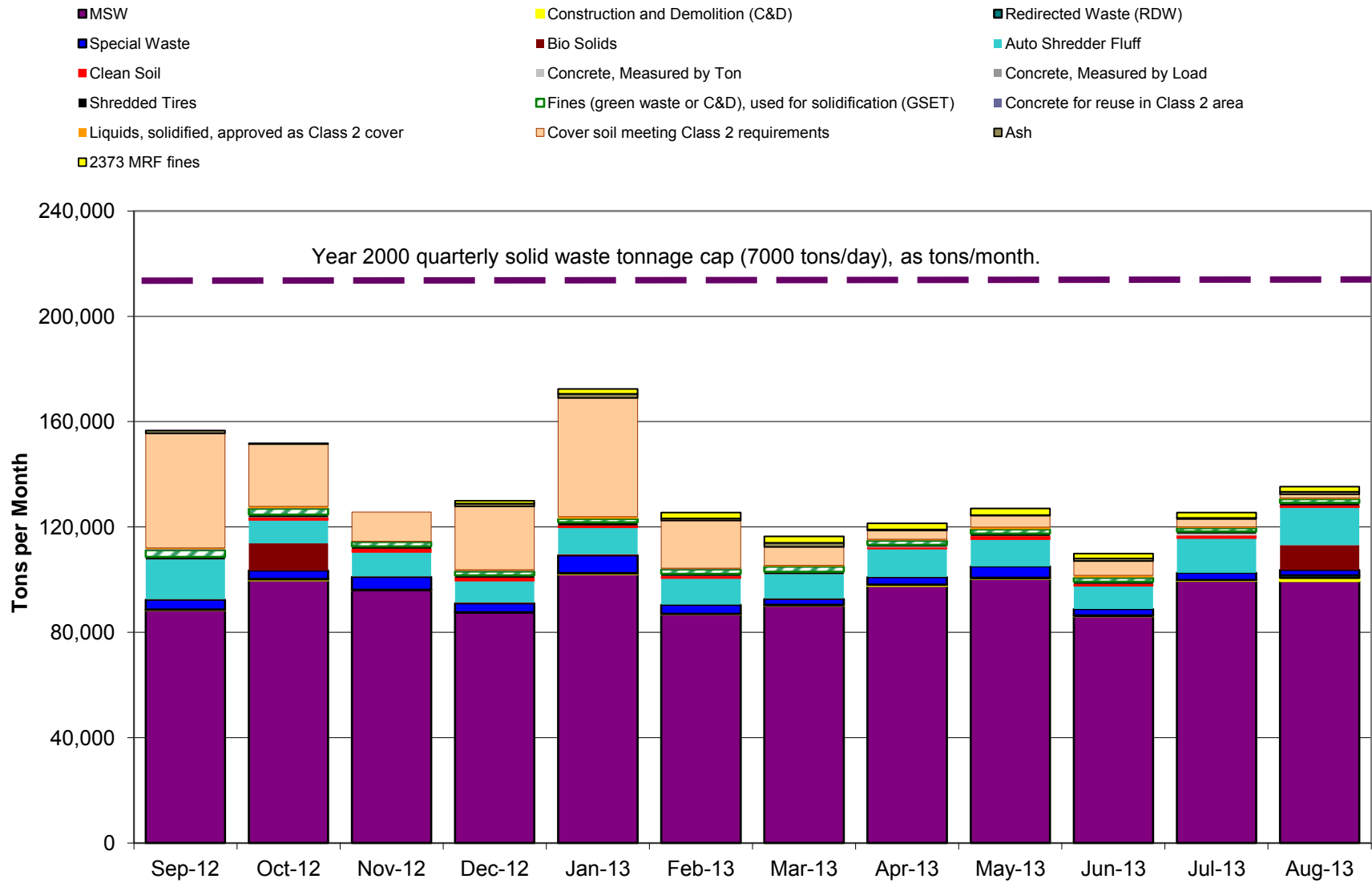


Figure 6.1-2 Monthly Volumes of Landfilled Materials



ALRRF Community Monitor Monthly Report

July 2013

Reports Received

Monthly Tonnage Report for June 2013, received July 15, 2013

Tonnage Summary:		<u>tons</u>	
Disposed, By Source Location			
1.1	Tons Disposed from Within Alameda County	60,436.07	
1.2	Tons Disposed from City of San Francisco TS	27,039.37	
1.3	Other Out of County Disposal Tons	<u>1,260.48</u>	
	subtotal Disposed	88,735.92	
Disposed, By Source Type			
2.1	C&D	225.85	
2.2	MSW	86,120.16	
2.3	Special Wastes	<u>2,389.91</u>	
	subtotal Disposed	88,735.92	
	Difference	0.00	0.00%
Other Major Categories			
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	124.40	
2.5	Revenue Generating Cover	21,064.89	
	Total, 2.1 - 2.5	109,925.21	
Materials of Interest			
2.3.1	Friable Asbestos	756.51	
2.3.2	Class 2 Cover Soils	5,376.11	
2.5.1	Auto Shredder Fluff	8,663.97	
2.5.2	Processed Green Waste/MRF fines, Beneficial Use (GSET)	1,459.06	

ALRRF Community Monitor Monthly Report**July 2013****Site Visit**

Site Inspection July 17, 2013, 5:00 to 6:30 AM

- Attended by K. Runyon. Escorted by Darrell Triano. Announced.
- Windblown litter problem less severe than last month. Improvement seen on land & fences east of Fill Area 1, but still catching up.
- Areas receiving cover are well lit. Saw Auto fluff, class 2 soil, and MRF fines being received.
- New gas wells being installed; equipment and materials are on site. Well 601 has been repaired.
- Water evidently leaking from water tank discharge line; already being addressed. Leak apparently due to valve not having been fully closed. Minor incident; no water contacted refuse or fill area; no erosion.
- Two dozers and one compactor working. Other compactor probably on break. Two tippers.
- Transfer truck queue = 5 when first observed, down to 2 in about 15 minutes. No empty trailers at drop & hook area, so Davis Street trucks must line up to dump.
- Asbestos area not observed. C&D pile normal, plant debris pile small. No prohibited items.
- Scrap metal area contains just a few appliances.
- Solidification pond remains in same location while approval to move is sought. Filling is taking place around the pond.
- Leachate tanker being loaded in Class 2 area. No problem.
- Raw water pond water level lower than usual. Liner appears to be OK.
- Side slopes generally in good condition.
- MRF fines stockpile: material appears typical.
- Mention of an unapproved load having been brought. Area is isolated and is not receiving fill. LEA is aware.
- Truck count conducted this month. Number of refuse trucks per hour continues to be well below the threshold in the CUP.

ALRRF Community Monitor Monthly Report**July 2013**Fill Area 2

- Disc'd area unchanged. Some plant growth occurring.
- Lowest (southernmost) extent of discing observed and noted on map. Work is limited to the upper (northwestern) portion of Fill Area 2, roughly half of the entire Fill Area.

Observation of Environmental Controls

- No gulls seen on site at all. Very low number seen at Dyer Rd. reservoir.
- Flare A-16 and turbines operating; LNG plant appears normal; IC engines and flare A-15 off.
- Electrical equipment is being worked on at turbine plant.

Stormwater Controls and Best Management Practices

- Basin A: Normal summer level (low); discharge riser fully exposed. No litter seen.
- Basins B, C: Not observed.
- Truck wash water level increased (30% full?). Had to take on some water due to a valve that needed repair. That has since been fixed.
- No areas of significant erosion seen. No ponding seen. Roadways moist; apparently they are being watered at night as well as during the day.
- Some litter in storm drain ditches & inlets. Not an issue this time of year.

ALRRF Community Monitor Monthly Report

August 2013

Reports Received

Monthly Tonnage Report for July 2013, received August 15, 2013

Tonnage Summary:		<u>tons</u>	
Disposed, By Source Location			
1.1	Tons Disposed from Within Alameda County	68,873.42	
1.2	Tons Disposed from City of San Francisco TS	31,780.60	
1.3	Other Out of County Disposal Tons	<u>1,876.60</u>	
	subtotal Disposed	102,530.62	
Disposed, By Source Type			
2.1	C&D	294.53	
2.2	MSW	99,541.68	
2.3	Special Wastes	<u>2,694.41</u>	
	subtotal Disposed	102,530.62	
	Difference	0.00	0.00%
Other Major Categories			
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	71.66	
2.5	Revenue Generating Cover	22,917.93	
	Total, 2.1 - 2.5	125,520.21	
Materials of Interest			
2.3.1	Friable Asbestos	961.05	
2.3.2	Class 2 Cover Soils	3,061.49	
2.5.1	Auto Shredder Fluff	12,990.54	
2.5.2	Processed Green Waste/MRF fines, Beneficial Use (GSET)	1,246.47	

ALRRF Community Monitor Monthly Report**August 2013****Site Visit**

Site Inspection August 21, 2013, 7 to 8:30 AM

- Attended by K. Runyon . Escorted by Enrique Perez. Announced.
- Filling occurring in dry-weather area, east side, working southward.
- Severe windblown litter problem due to high winds and filling occurring at top of site. Plastic bags and sheeting are loading up fences; then wind carries plastic over the fences. some of the tall permanent fencing along the east edge of Fill Area 1 has broken and is letting wind + plastic through. ALRRF is seeking a repair contractor. But also, some of this fencing will be removed when Fill Area 2 grading begins soon.
- Two dozers and one compactor working. No queue. Public disposal area is far removed from tippers currently.
- Asbestos area not observed. C&D pile and plant debris pile normal size. No prohibited materials seen.
- Entry road surface rough but serviceable.
- MRF fines stockpile appears normal / acceptable. No MRF-fines-covered area available for viewing at this time.
- Leachate loading area & its secondary containment look OK.

Stormwater Controls and Best Management Practices

- Basin A: Normal summer level (low); discharge riser fully exposed. No litter seen.
- Basin B: water level very low. Minimal litter within basin.
- Basin C: Not observed.
- Truck wash water pond bone dry; we drove onto it.
- No areas of significant erosion seen. No ponding seen.

ALRRF Community Monitor Monthly Report**August 2013**Fill Area 2

- Disc'ed area unchanged. Some plant growth continuing.
- Some contractor equipment being staged on site, including several large scrapers.

Observation of Environmental Controls

- Litter seen on Altamont Pass Road is largely light film plastic from sheets such as painters' drop cloths. No bagged litter seen along roadside.
- As in July, no gulls seen on site; a few were observed from lower office area as site visit was ending.
- All landfill gas equipment appears to be running except the "old" flare (A-15) near the turbine building.

Special Occurrences Log Review

- June 3: an end-dump truck driving too fast had the trailer flip while entering the site. No injuries or significant damage to WM assets, but a major cleanup needed. Material not hazardous.
- June 21: a load, thought to be Class 3, was found to be high in copper after unloading. The site has been isolated and WM is working with regulators to determine next steps.
- June 26: asbestos load, thought to be non-friable, found to contain some friable material. Load rejected and removed.
- July 10: during LEA inspection, items marked "Danger - asbestos" found in public unloading area. Handled as friable asbestos and properly disposed.
- July 18: fire in trash at active area. Alameda County FD called at 5:30 PM. Fire out at 7PM, with mop-up by FD until 10 PM.
- Other minor incidents May 6, June 24, August 1. No injuries associated with any of the above.

ALRRF Community Monitor Monthly Report

September 2013

Reports Received

Monthly Tonnage Report for August 2013, received September 13, 2013

Tonnage Summary:		<u>tons</u>	
Disposed, By Source Location			
1.1	Tons Disposed from Within Alameda County	69,468.81	
1.2	Tons Disposed from City of San Francisco TS	32,178.22	
1.3	Other Out of County Disposal Tons	<u>1,082.19</u>	
	subtotal Disposed	102,729.22	
Disposed, By Source Type			
2.1	C&D	1,138.49	
2.2	MSW	99,484.60	
2.3	Special Wastes	<u>2,106.13</u>	
	subtotal Disposed	102,729.22	
	Difference	0.00	0.00%
Other Major Categories			
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	965.69	
2.5	Revenue Generating Cover	31,633.00	
	Total, 2.1 - 2.5	135,327.91	
Materials of Interest			
2.3.1	Friable Asbestos	609.58	
2.3.2	Class 2 Cover Soils	1,364.35	
2.5.1	Auto Shredder Fluff	14,306.47	
2.5.2	Processed Green Waste/MRF fines, Beneficial Use (GSET)	1,405.22	

ALRRF Community Monitor Monthly Report**September 2013****Site Visit**

Site Inspection September 11, 2013, 4:45 to 6:00 PM

- Attended by K. Runyon. Escorted by Mike Feldthouse. Announced.
- Filling is proceeding southeastward, extending the top deck of landfill, south of the solidification area. Solidification to be relocated near top deck entry point (north of current location), as two ponds for convenience when manging different types of material.
- Windblown litter continues to be an issue. Frequent changes in wind direction are thwarting efforts to place temporary fence where it can trap the most litter. Current work in Fill Area 2 includes the removal of some tall permanent fencing. Where fencing remains, there is windblown plastic stuck to it from top to bottom.
- Shift hours have changed to serve Davis Street Transfer Station needs. Waste now being received "24 x 6" (all but Sundays) from various transfer stations. Public hours unchanged.
- Light traffic from transfer trucks; Davis Street only at this time. One dozer, one compactor and one tipper operating.
- Asbestos area observed from a distance, no issues seen. C&D pile and plant debris pile normal size. No prohibited materials seen. Scrap metal in large rolloff box, appears ready for removal.
- Winter pad is being constructed near top of approach road; will fill south from there in wet weather as needed.
- LNG fuel station operational and in use.
- Entry road in fair condition. Near scale house, concrete is being used to fill potholes.
- Leachate loading area has been relocated to top deck. Work still in progress. Secondary containment berm not yet installed.
- Area covered with MRF fines observed. Material appears normal. Surface appears soft, with indentations where vehicles have traveled.

ALRRF Community Monitor Monthly Report**September 2013**Fill Area 2

- Contractor is on site and stripping topsoil from disc'ed areas. Using scrapers for soil and dozers for boulders, which are being temporarily stockpiled where convenient. Topsoil is being placed northwest of Fill Area 2, in a valley that runs east and south from the soil stockpile now being used by Fill Area 1. This area is designated for "Fill Area 1" and "Fill Area 2" on the Conservation Plan Area map.
- Equipment includes several large dozers (D9, D10), scrapers (657's), an 825H sheepsfoot compactor, and smaller equipment for finer grading, including a GPS-equipped dozer.

Observation of Environmental Controls

- Light plastic-film litter seen alongside Altamont Pass Road, from Dyer Road to the site, on fenced property beyond the right-of-way.
- Litter to east of landfill appears lighter, but on closer inspection, appears to have blown downslope and settled into valleys.
- All landfill gas equipment appears to be running except the "old" flare (A-15) near the turbine building.
- Virtually no gulls on site, nor at Dyer Reservoir.

Stormwater Controls and Best Management Practices

- Ditches and drains do not yet appear to be prepared for wet weather. Site has wattle on hand for erosion control on slopes, but this still needs to be installed.
- Basin A: Normal summer level (low); discharge riser exposed. Minor amount of litter seen.
- Basin B: Water present but low; riser fully exposed. No litter within basin, but some cow manure visible in basin and on pasture land upslope.
- Basin C: Completely dry; no litter in basin.
- Truck wash water pond dry.
- No areas of significant erosion seen. No ponding seen.

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550 Kearny Street
Suite 800
San Francisco, CA 94108
415.896.5900 phone
415.896.0332 fax

memorandum

date October 1, 2013
to ALRRF Community Monitor Committee
from Kelly Runyon
subject CMC Meeting of 10/9/13 - Agenda Item 6.2 - Review of Reports Provided by ALRRF

Title V (Air Quality) Report, December 1, 2012 – May 30, 2013

This extensive semiannual report tracks all permit-compliance aspects of landfill gas control, emission sources such as engines, and other emissions such as the handling of contaminated soils. Key topics in this report are:

- Emissions testing of major sources
- Changes to the landfill gas extraction well system
- Surface Emissions Monitoring for methane escaping from the landfill
- Performance of landfill gas control devices (turbines, engines, etc.)

Emissions Testing

Six devices were source tested during the current reporting period. The devices are:

- The two landfill gas turbines – tested February 27, 2013 – in compliance.
- The two landfill gas internal combustion engines – tested February 28, 2013 – in compliance.
- Landfill gas flare A-15 – tested April 18, 2013 – in compliance.
- Landfill gas flare A-16 – tested May 23, 2013 – results not available in time for report.

Results for flare A-16 will be included in the next semi-annual report.

Changes to Landfill Gas (LFG) Extraction Wells

During the time frame for this report, five wells were decommissioned and no new wells were installed. This was similar to wellfield changes in prior reporting periods. The five decommissioned wells varied in age and location. New wells were installed after the time frame of this report.

During the six-month reporting period, one gas well encountered problems with high temperature or the presence of oxygen in the extracted gas. ALRRF requested and received permission to operate this well at a higher-than-normal temperature, contingent on the landfill's monitoring the well for indications of fire. This well, number 609, was

subsequently found to have a gas temperature below the 131-degree F threshold of concern. It will continue to be monitored monthly, as all wells are.

In a prior report we noted damage to gas well 601 that was observed on May 21, 2013. At the time, it appeared that this well was off line due to the damage noted. This was recorded in Appendix B, which is the startup, shutdown and malfunction report for the well field, as an outage from August 18 to 28 caused by “Well Located in Active Filling Area. Well Raised.”

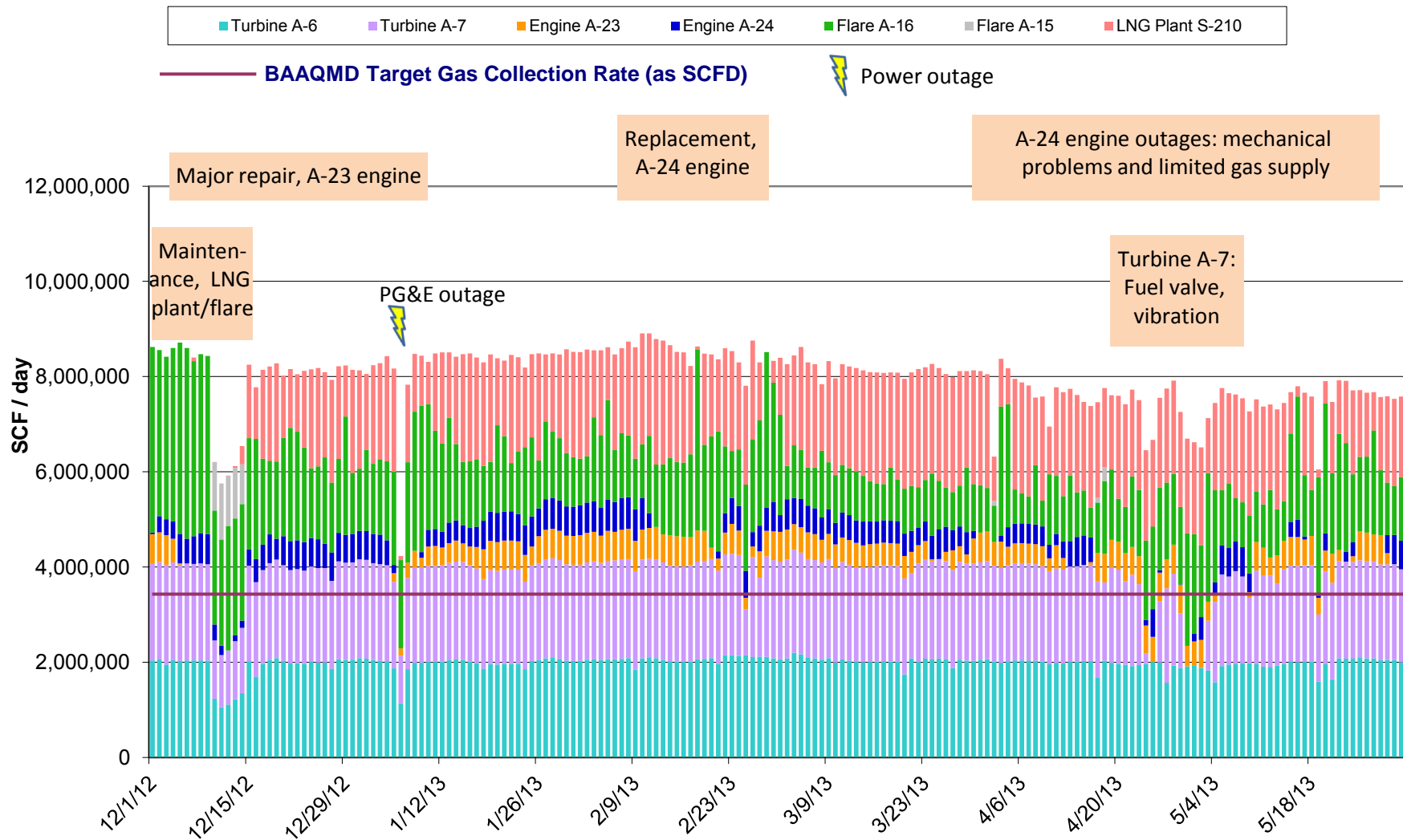
Surface Emissions Monitoring

Surface emissions monitoring (SEM) is required quarterly. SEM uses a hand-held instrument to check for methane emissions near the surface of the landfill, walking over a predetermined path to assure that all of the landfill (except unsafe areas and the areas currently being filled) is being checked. This report summarizes results from the fourth quarter of 2012 and the first quarter of 2013. In the fourth quarter of 2012, 21 exceedances were found during initial testing. After repairs to the landfill surface, these areas were rechecked after 10 days and after 30 days. During both rechecks, no exceedances were found. In the first quarter of 2013, 26 exceedances were found during initial testing. After repairs to the landfill surface, these areas were rechecked after 10 days and ten exceedances were continuing. Further repairs eliminated those emissions within the next 10 days.

Performance of Control Devices

The report provides day-by-day volumes of gas consumed by each of the control devices. Figure 6.2-1, below, illustrates the general performance of the system and each of its major components (flares, LNG plant, IC engines and turbines). During this 6-month period, the gas system was beset with a variety of problems requiring significant maintenance to almost every major component: both internal-combustion engines (but not concurrently), one of the turbines, and the LNG plant. The system as a whole was able to extract and process enough landfill gas to achieve the target daily gas collection rate every day, but on more than half of the days in this 6-month period, at least one of the major gas-consuming devices was not operating. Limited gas supply was also cited as a factor, especially in May. This is a new issue that is, in a sense, good news; with the addition of the LNG plant, the system as a whole may be capable of consuming more gas than the landfill can produce.

Figure 6.2-1 - ALRRF Daily LFG Flow
(values derived from Title V Report)



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First Semiannual 2013 Groundwater Monitoring Report; 2012 – 2013 Annual Report for Storm Water Discharges Associated with Industrial Activities

The attached memorandum from Treadwell and Rollo provides a detailed review of groundwater and surface water monitoring as described in the respective Reports cited above. To summarize:

- VOC's were once again detected at three groundwater wells, each of which has had similar detections in the past. The concentrations do not show an increasing trend. None of them is at a level that would trigger regulatory action.
- Several man-made organic compounds were detected at very low concentrations (less than one part per million) in the waters within the three stormwater basins. The sources of these substances could not be readily identified. Although these should continue to be tracked, none of them is at a level that would trigger regulatory action.
- In the three storm water basins, levels of several pollutants (iron, zinc, total suspended solids (TSS) and nitrate) were greater than “benchmark” levels, which suggests that additional effort needs to be made to control these pollutants in storm water runoff. Most of these are likely to have been transported to the basins with sediment carried in runoff water. Nitrates may be originating with manure on pasture land. The report also states that in addition to grading improvements, ALRRF will install additional, specified Best Management Practices (BMPs) to further control sediment and other pollutants.

In general, continued monitoring is advised but no further action appears to be needed.

In the long term, storm water regulatory changes, which have been in development for several years, may be issued by the State Water Quality Control Board in 2014. The public comment period for the draft regulations closed on September 19. The final version of these regulations is not yet issued, but they appear likely to require more frequent sampling of storm water. This may provide information that helps to understand the origins of, or best controls for, storm water pollutants.



MEMORANDUM

TO: Kelly Runyon, ESA

FROM: Mukta Patil, Senior Staff Engineer
Dorinda Shipman, PG, CHG, Principal

DATE: 20 September 2013

PROJECT: Altamont Landfill (ALRRF)
Livermore, California
Project: 750477405

SUBJECT: DRAFT Groundwater and Storm Water Analysis for Community Monitor Progress
Report #12

Number of Pages: 4

Treadwell & Rollo, a Langan Company. (Treadwell & Rollo) has reviewed groundwater and storm water data for the Altamont Landfill and Resource Recovery Facility in Livermore, California (ALRRF) by performing the following tasks:

- Reviewed *First Semiannual 2013 Groundwater Monitoring Report, Altamont Landfill and Resource Recovery Facility (WDR Order R5-2009-0055)*, prepared by SCS Engineers, Long Beach, California, dated July 2013
- Reviewed *2012-2013 Annual Report for Storm Water Discharges Associated with Industrial Activities*, prepared by SCS Engineers, Long Beach, California, dated June 27, 2013

This memorandum describes the results of the above tasks and provides our opinions and recommendations for the Community Monitor Committee (CMC). The reports were reviewed for issues described in previous CMC meeting minutes and for potential trends in groundwater and storm water analytical data over recent years. One groundwater and one storm water sampling event took place during the time frames for each report. Groundwater monitoring activities and findings, as required by the Waste Discharge Requirements (WDR), were generally found to be in compliance during the June 2013 groundwater sampling event and are discussed below; this memo then concludes with a discussion of the storm water sampling and findings.

Semiannual Groundwater Sampling Results

Detection and Corrective Action Well Inorganic and Volatile Organic Compound Concentrations

Concentrations of inorganic compounds remained stable in detection and corrective action wells during the June 2013 monitoring event. Trace quantities of several Volatile organic compounds (VOCs) were detected in several samples, but some of these were attributable to laboratory cross contamination with common solvents. The extent of cross contamination was low, and the laboratory's methods for identifying cross contamination were adequate. VOCs not attributable to laboratory cross contamination were detected in three wells, as indicated in the table below. These well locations, the VOCs detected and the respective concentrations were similar to historical data. In two instances (PC-1B and PC-1C, discussed below), detected VOC's appear to be due to laboratory cross contamination.



DRAFT Groundwater and Storm Water Analysis for Community Monitor Progress Report #12
 Altamont Landfill (ALRRF)
 Livermore, California
 Project: 750477405

20 September 2013
 Page 2 of 4

	Acetone	Chlorobenzene	1,4-Dichlorobenzene	Cis-1,2-dichloroethene	1,1,-Dichloroethane	1,2,-Dichloropropane	Dichlorodi-fluoromethane	Dichloro-fluoromethane	Diethyl ether	Methyl tert-butyl ether (MTBE)	Tert-Butyl Alcohol	Tetrachloroethene	Tetrahydrofuran	Trichloroethene	Vinyl chloride	
E-03A																No VOCs detected
E-05									X	X						
E-07	X		X	X	X		X	X	X	X		X		X		
E-17																No VOCs detected
E-20B		X	X	X	X	X	X	X	X	X	X		X	X	X	
E-23																No VOCs detected
MW-2A																No VOCs detected
MW-5A																No VOCs detected
MW-6																No VOCs detected
MW-7																No VOCs detected
MW-11																No VOCs detected
PC-1B																No VOCs detected
PC-1C																No VOCs detected

In well E-20B, vinyl chloride was detected at a concentration of 0.61 µg/L, slightly above the MCL¹ of 0.5 µg/L. Vinyl chloride has historically been detected in well E-20B since 1999. The Updated Engineering Feasibility Study (EFS) completed by SCS Engineers (November 2004, Revised March 2005) concluded that the VOC detections at E-20B do not appear to be indicative of leachate impacts, and the source of vinyl chloride has been attributed to landfill gas. The area surrounding E-20B is undergoing corrective action including landfill gas control and E-20B is monitored for natural attenuation parameters. Detection wells PC-1B and PC-1C are currently used to monitor for potential migration of VOCs down-gradient of E-20B and also to monitor natural attenuation parameters. Wells PC-1B and PC-1C have not had any VOC detections since the start of monitoring in 2006, with the exception of those attributable to laboratory cross contamination. As presented in the 22 March 2012 Groundwater Analysis for Community Monitor Progress Report #9 by Treadwell & Rollo, well E-20B continues to show a decreasing trend for vinyl chloride indicating that corrective action is improving groundwater quality at E-20B.

¹ Maximum Contaminant Levels (MCLs) are standards that are set by the United States Environmental Protection Agency (EPA) for drinking water quality. An MCL is the legal threshold limit on the amount of a substance that is allowed in public water systems under the Safe Drinking Water Act.



DRAFT Groundwater and Storm Water Analysis for Community Monitor Progress
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 Altamont Landfill (ALRRF)
 Livermore, California
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Unsaturated Zone Inorganic and VOC Concentrations

Unsaturated Zone monitoring points VZM-A, VD, and VD2 are normally sampled during the fourth quarter of each year and were not sampled during the First Semiannual 2013 monitoring period.

Leachate Inorganic and VOC Concentrations

Leachate monitoring points LS and LS2 are normally sampled during the fourth quarter of each year and were not sampled during the First Semiannual 2013 monitoring period.

We will continue reviewing groundwater analytical data for trends and changes following the Second Semiannual 2013 Groundwater Monitoring event.

Sampling of Storm Water Retention Basins

Storm water discharge samples were collected at Basins A, B, and C during November 2012 as required by the 2009 WDR. Sampling results for VOCs and select inorganic parameters for the November 2012 sampling event are reported in the First Semiannual Groundwater Monitoring Report and discussed below. Additional sampling results as required by the Storm Water Discharge Permit are reported separately and usually made available for review concurrent with the first semiannual groundwater monitoring report.

Inorganics in Storm Water

Concentrations of inorganic compounds in storm water during November 2012 were similar to historic values.

Volatile Organic Compounds in Storm Water

VOCs detected in storm water basin samples collected in November 2012 included trace² levels of acetone, 2-butanone (methyl ethyl ketone), methyl isobutyl ketone (MIBK), and iodomethane. Ethanol was detected in Basin B at non-trace concentrations of 370 micrograms per liter (µg/L) (in-basin sample) and 430 µg/L (discharge sample), and in Basin C at trace concentrations of 130 µg/L (in-basin sample) and 120 µg/L (discharge sample). Ethanol has not been previously detected in surface water samples at ALRRF.

Acetone is a common laboratory contaminant. Methyl ethyl ketone (MEK) is not a common laboratory contaminant and has been historically detected in samples from Basins A, B, and C. MEK is a commonly used solvent in paints and glues, and is also released to the air from car and truck exhausts. It also occurs as a natural product and is found in some fruits and vegetables in small amounts³. Methyl isobutyl ketone is not a common laboratory contaminant but is used in many commercial products including surface coatings, adhesives, printing ink, and special lubricating oils; MIBK is also an intermediary chemical used during the production of some pharmaceuticals and organic and inorganic chemicals⁴. Iodomethane is a pre-plant soil fumigant used to control insects, nematodes, plant

² A trace concentration is a concentration that equals or exceeds the laboratory method detection limit, but is below the laboratory reporting limit.

³ Agency for Toxic Substances and Disease Registry, Toxic Substances Portal – 2-Butanone. 3 March 2011. <http://www.atsdr.cdc.gov/toxfaqs/tf.asp?id=342&tid=60>

⁴ Chemicals in the Environment: Methyl Isobutyl Ketone (CAS no. 108-10-1). Office of Pollution Prevention and Toxics. United States Environmental Protection Agency. September 1994.



DRAFT Groundwater and Storm Water Analysis for Community Monitor Progress
 Report #12
 Altamont Landfill (ALRRF)
 Livermore, California
 Project: 750477405

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pathogens, and weeds⁵. The source of the trace iodomethane detection is not clear. Ethanol is used as a gasoline additive, but the source of the ethanol in the surface water samples is unclear. Other common gasoline constituents such as benzene, ethylbenzene, toluene, and xylenes were not detected in surface water samples. Ethanol has a half-life of approximately 0.25 to 1 day in surface water, and is unlikely to persist in the environment⁶.

The leachate spill that occurred on 24 April 2012 reportedly caused leachate to flow downslope towards Basin B⁷. The impacted soil was reportedly excavated after the spill and confirmation samples collected indicating VOCs weren't detected in soil after excavation. Surface water sample results for Basin B during November 2012 do not indicate that leachate impacted the basin.

We will continue reviewing storm water analytical data for trends and changes.

Other Test Parameters for Storm Water

The *2012-2013 Annual Report for Storm Water Discharges* also includes analytical results for several parameters not reported in the First Semiannual 2013 Groundwater Report. The 2012-2013 Storm Water Report states that the concentrations of iron, zinc, TSS, and nitrate are likely from soil introduced into the storm water conveyance system by landfilling operations. The Report also states that in addition to grading improvements, prior to 15 October 2013, WM will install additional Best Management Practices (BMPs) to improve erosion control and prevent sediment and other water quality pollutants from being discharged from the site. We will report the improvements performed and BMPs installed during our next Groundwater and Storm Water Analysis for Community Monitor Progress Report (Report #13).

It is reasonable that soil washed into the storm water retention basins would contribute to iron, zinc, and TSS. It is also reasonable that one nitrate source may be organic particulate matter in soil transported during rain events to the retention basins. This organic matter could be from a variety of sources including but not limited to plant material, manure from grazing cattle, or organic particulates from landfill debris.

Recommendation

We recommend continuing review of groundwater and storm water data as it becomes available, and evaluating for trends in data, especially for groundwater monitoring wells where contaminants have previously been detected.

⁵ Regulatory Fact Sheet – Iodomethane. United States Environmental Protection Agency. September 2008. http://www.epa.gov/pesticides/factsheets/iodomethane_fs.htm

⁶ Evaluation of the Fate and Transport of Ethanol in the Environment. Malcolm Pirnie, Inc. November 1998. http://www.calgasoline.com/MPI_0010.PDF

⁷ Disposal Facility Inspection Report (52). County of Alameda Environmental Health Department. 27 April 2012. <http://www.calrecycle.ca.gov/SWFacilities/Directory/01-AA-0009/Inspection/>

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550 Kearny Street
Suite 800
San Francisco, CA 94108
415.896.5900 phone
415.896.0332 fax

CMC Agenda Item 6.3
www.esassoc.com

memorandum

date October 1, 2013

to ALRRF Community Monitor Committee

from Kelly Runyon

subject CMC Meeting of 10/9/13 - Agenda Item 6.3 - Use Permit PLN2010-00041

This Use Permit relates to plans by ALRRF to implement certain recycling and composting operations at the ALRRF site. At the July 10 Committee meeting, there was discussion on the question of whether these operations fall within the purview of the Committee and the Community Monitor. The meeting minutes provide additional detail regarding that discussion, as well as motions that were approved during that discussion. Regarding the purview question, consensus was not reached among all Committee members during the meeting.

In case the Committee wishes to resolve the purview question, the following information is offered.

- If and when those operations begin, they will be subject to inspection by the LEA, and it is likely that they will need to comply with Solid Waste Facilities Permit conditions that are not yet fully determined.
- As is the case with existing operations, if these operations are within the Committee's purview, the primary role of the Community Monitor will be to review reports and data that are submitted to regulatory agencies; to include these operations in monthly site inspections; and to report findings and observations to the Committee. The Mitigation Monitoring and Reporting Program is described in Attachment B to the Use Permit, which was included in the July meeting packet. The Scopes of Work in the Settlement Agreement and in the Consulting Services contract between the Community Monitor and the City of Livermore describe the Community Monitor's duties in further detail. The Roles and Responsibilities document that is included with this packet summarizes relevant portions of the Settlement Agreement. The entire Settlement Agreement is available at <http://altamontcmc.org/uploads/altamontsettlement.pdf>.

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225 Bush Street
Suite 1700
San Francisco, CA 94104
415.896.5900 *phone*
415.896.0332 *fax*

CMC Agenda Item 6.4
www.esassoc.com

memorandum

date October 1, 2013
to ALRRF Community Monitor Committee
from Kelly Runyon
subject CMC Meeting of 10/9/13 - Agenda Item 6.4 - Pending Annual Report

A draft of the Annual Report for 2013 will be provided at the January 2014 Community Monitor Committee meeting. As with prior reports, several topics unique to the reporting year will be addressed. The list below shows the topics for 2013 that we have identified, in no particular order. Input from Committee members regarding these or other topics to be discussed in the Annual Report is welcome at this time.

Topics for 2013 Annual Report

- Disposal activity in Fill Area 1
- Construction activity in Fill Area 2
- Seagull activity on site
- LNG fueling station on site
- Windblown litter control
- Generator/hauler load profile issues
- MRF fines study
- Use permit for future activities (recycling, composting)

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COMMUNITY MONITOR COMMITTEE STAFF REPORT

TO: Honorable Chairperson and Community Monitor Committee Members

FROM: Judy Erlandson, Public Works Manager

SUBJECT: Community Monitor Committee Meetings and Calendar for 2014

RECOMMENDED ACTION

Staff recommends the Community Monitor Committee establish and approve the Community Monitor Committee Meeting Calendar for 2014.

DISCUSSION

The 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), describes the duties and obligations of the Community Monitor Committee, but does not require a minimum number of Committee meetings per year.

In November 2010, the Community Monitor Committee members determined that the Community Monitor Committee would meet quarterly on the second Wednesdays of January, April, July, and October at 4:00 pm at the Maintenance Service Center in the City of Livermore.

Suggested dates for the Community Monitor Committee meeting for calendar year 2014 are as follows:

- January 8
- April 9
- July 9
- October 8

The Maintenance Services Center lunchroom (where the meetings are currently held) is available for the dates listed above. If an alternative schedule of regular meeting dates is chosen, these can be established pending venue availability.

MEETING DATE:

10-9-2013

AGENDA ITEM:

6.6

ATTACHMENTS

1. None

Approved by:



Judy Erlandson
Public Works Manager



COMMUNITY MONITOR COMMITTEE STAFF REPORT

TO: Community Monitor Committee Members
FROM: Judy Erlandson, Public Works Manager
SUBJECT: Agreement for Consulting Services with Environmental Science Associates

RECOMMENDED ACTION

Staff recommends the Community Monitor Committee approve the Agreement for Consulting Services with Environmental Science Associates for Community Monitor services for a three-year period, 2014 – 2016, with the one-time option to extend for an additional three years.

BACKGROUND

The 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), created the Community Monitor Committee to hire and oversee the work of a Community Monitor.

The Community Monitor is a technical expert retained to monitor the Altamont Landfill and Resource Recovery Facility’s (ALRRF) compliance with environmental laws and regulations, and to advise the public and the Cities of Livermore and Pleasanton about technical issues relating to the ALRRF.

On August 16, 2013, the Committee voted unanimously to accept the June 7 Proposal from ESA for the services of a Community Monitor for one three-year period beginning January 1, 2014.

DISCUSSION

On August 16, 2013, the Committee unanimously voted to accept the June 7 Proposal from ESA for the services of a Community Monitor. The Committee may approve the Agreement with ESA as written or propose changes to return at the next Committee meeting. Upon the approval of the Committee, the Agreement with ESA would be

MEETING DATE: October 9, 2013
--

AGENDA ITEM: 6.7

signed by both the Committee and ESA. The Agreement with ESA shall be effective upon receipt in writing by personal service upon the authorized agent of the Committee or upon U.S. Mail to the parties of the Agreement.

ATTACHMENTS

1. Agreement for Consulting Services with Environmental Science Associates

Approved by:

A handwritten signature in black ink, appearing to read "Judy Erlandson", written over a horizontal line.

Judy Erlandson
Public Works Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ___, 2013, by and between the Community Monitor Committee (“Committee”), and Environmental Science Associates (“Consultant”).

RECITALS

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.

The City of Livermore (City) 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 “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.)

The Committee requires professional services to perform the duties of Community Monitor. Under Settlement Agreement Section 5.1.2, the Committee is responsible for:

- (a) Interviewing, retaining, supervising the work and overseeing the payment of, and terminating the contract of the Community Monitor;
- (b) Reviewing all reports and written information prepared by the Community Monitor; and
- (c) Participating in the Five Year Compliance Reviews and the Mid-Capacity Compliance Review.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges The Committee has relied upon these warranties to retain Consultant.

AGREEMENT

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

1. **Retention as Consultant.** Committee hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.
2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City or Committee officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.
3. **Description of Services.** Consultant shall provide professional services as more particularly set forth in Exhibit "A" (collectively "the Services"). Committee may revise the scope of services from time to time, with a corresponding adjustment to compensation as required. Any revision shall be in writing as an amendment to this Agreement, signed by both parties.
4. **Consultant's Responsibilities.** Consultant shall:
 - (a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;
 - (b) Provide the resources necessary to complete the Services in a timely manner;
 - (c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;
 - (d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;
 - (e) Comply with all laws in effect that are related to Consultant and the Services;
 - (f) Coordinate the Services with Judy Erlandson ("Project Manager"), or such other person designated as the Project Manager by Committee;
 - (g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;
 - (h) Only invoice Committee for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to Committee more frequently than once a calendar month;
 - (i) Keep and maintain invoices and records related to the Services in an

organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to Committee upon delivery of a written request to examine, audit, or copy them at Committee's place of business during normal business hours. Consultant shall give Committee 30 calendar-days' written notice prior to destroying the invoices and records, and allow Committee an opportunity to take possession. If Committee wants them, Consultant and Committee shall coordinate their delivery to Committee in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; and,

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, Committee may make the correction and charge the cost thereof to Consultant.

5. Compensation and Payment.

(a) The total compensation payable to Consultant for the Services conducted in year 1 of the work **SHALL NOT EXCEED** the sum of \$ 80,040 ("not-to-exceed amount"). Committee (or designated representative) shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) Consultant shall invoice Committee for services rendered in the previous month, and at the rates set forth in the Schedule of Fees, attached as Exhibit "A". The total of all invoices for work conducted in year 1 of the work shall not exceed \$80,040.

The total of all invoices for work conducted in subsequent years of the Agreement shall be increased by an amount that is equivalent to the percent change, from calendar year to calendar year, of the Consumer Price Index for All Urban Consumers (CPI-U), all items index, for San Francisco-Oakland-San Jose, and applied to the base amount of \$80,040 to determine maximum compensation for year 2. Year 3 compensation will be determined by applying the aforementioned CPI-U to the maximum compensation amount determined in year 2.

If this Agreement is extended for one (1) three-year term as specified in Section 7 of this Agreement, year 4 (the first extension year) compensation will be determined by applying the aforementioned CPI-U to the maximum compensation amount determined in year 3; Year 5 (the second extension year) compensation will be determined by applying the aforementioned CPI-U to the maximum compensation amount determined

in year 4; and year 6 (the third extension year) compensation will be determined by applying the aforementioned CPI-U to the maximum compensation amount determined in year 5.

If warranted, per Section 5.3 of the Settlement Agreement, the Community Monitor Committee may approve additional compensation beyond the aforementioned compensation limitation.

(c) Committee (or designated representative) shall pay Consultant no later than 30 days after Committee receives a written invoice from Consultant and verifies the Services were performed for the payment requested. The Committee (or its designated representative) will review each monthly invoice submitted by the Consultant. The Committee (or its designated representative) will forward the invoice to the City of Livermore. The City of Livermore will forward the invoice to the Waste Management of Alameda County, Inc. Altamont Landfill and Resource Recovery Facility in a timely manner. Upon receipt of payment of the invoice from Waste Management of Alameda County, Inc., the City of Livermore will pay the Consultant the invoiced amount in a timely manner. The Consultant agrees that in the event of non-payment of any invoice by Waste Management of Alameda County, Inc., the Consultant will not seek payment from the Committee or signatory to the Settlement Agreement other than Waste Management of Alameda County, Inc.

6. Extra-Services. Committee may request extra-services that are not reasonably included within the Services. If Consultant agrees to provide the extra-services, they must be provided consistent with the terms and conditions of this Agreement, including the hourly rates or task amounts. Agreement for extra services and associated cost must be in writing and agreed upon by the parties in advance of providing extra services. The total compensation for all extra-services must not be more than 10% of the not-to-exceed amount.

7. Term. The term of this Agreement commences is from the date the agreement is approved by a majority vote of the Community Monitor Committee to December 31, 2016, with the allowance for (one) 1 three-year extension with unanimous approval from the Committee at a Community Monitor meeting.

8. Termination by Committee. Committee may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and assemble the work on the Services for delivery to Committee on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5. Committee will forward the Consultant's final invoice to the City of Livermore for payment.

9. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are Committee's property and Consultant shall deliver them to Committee upon demand.

10. Copyright and Right of Use. All items created by Consultant for Committee under this Agreement are works made for hire, and Consultant shall give Committee the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to Committee and Consultant obtains a license to such items for the benefit of Committee. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit Committee's full use and enjoyment of its ownership rights in the items created by the Services.

11. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from Committee to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to Committee.

12. Hold Harmless and Indemnity. Consultant shall defend, indemnify and hold Committee and City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with this Agreement, except for the gross negligence and willful misconduct of Committee, its elected officials, officers, directors, employees, agents, and designated volunteers.

13. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

14. Acceptance of Final Payment. Consultant's acceptance of final payment will release Committee from any and all claims and liabilities for compensation under this Agreement.

15. Acceptance of Work. Committee's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by Committee for any defect or error in the Services.

16. Conflict of Interest. Consultant represents that no City or Committee employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement

between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

17. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and upon determination by Committee that the services provided under this Agreement are of the type that make Consultant subject to economic disclosure, prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by Committee.

18. Non-Exclusive Agreement. This is a non-exclusive agreement. Committee reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

19. No Assignment. Consultant shall not assign or subcontract any of the Services without Committee's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

20. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against Committee or City arising from this Agreement, the Consultant must present a written claim to Committee in accordance with Chapter 3.42 of the Livermore Municipal Code.

21. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, or Appendix B of Exhibit A, the language in the body of the Agreement controls.

22. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by Committee can be used in place of the original for all purposes with the same effect as if it was the original.

23. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage

prepaid and delivery confirmation:

TO COMMITTEE: Attention: Community Monitor Committee Liaison
City Administration Building
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Kelly Runyon
Environmental Science Associates
Project Manager
550 Kearny Street, Suite 800
San Francisco, CA 94108

24. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

25. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

26. Counterparts. This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

Signatures and Attachment List on the Next Page

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

Dated: _____

CONSULTANT:

Environmental Science Associates
By: _____
Gregory A. Thornton
Chief Financial Officer
550 Kearny Street, Suite 800
San Francisco, CA 94108
Federal I.D. No. _____

COMMUNITY MONITOR COMMITTEE

Dated: _____

By: _____
Lauren Turner, City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Dated: _____

By: _____
Karla Brown, City of Pleasanton
123 Main Street
Pleasanton, CA 94566

Dated: _____

By: _____
David Tam, Northern California
Recycling Association
PO Box 5581
Berkeley, CA 94705

Dated: _____

By: _____
Donna Cabanne, Sierra Club
Livermore, CA 94550

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:

Jonathan Lowell
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, Marc Roberts, City Manager of the City of Livermore, affirm the City of Livermore has agreed to manage funds for the Community Monitor Committee as show in the letter agreement dated July 6, 2004, attached as Exhibit "C" to this Agreement

Marc Roberts, City Manager

Dated

APPROVED AS TO FORM:

Assistant/City Attorney

Attachments:

- Exhibit A – Scope of Work a.k.a. ESA Proposal
- Exhibit B – Insurance Coverage, Amounts and Terms
- Exhibit C – July 6, 2004 letter authorizing the City of Livermore to act as the financial agent for the Community Monitor Committee

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EXHIBIT - A

Proposal

ALTAMONT LANDFILL

Community Monitor

Prepared for
Altamont Landfill
Community Monitor Committee

June 7, 2013



Proposal

ALTAMONT LANDFILL

Community Monitor

Prepared for
Altamont Landfill
Community Monitor Committee

June 7, 2013



550 Kearny Street
Suite 800
San Francisco, CA 94108
415.896.5900
www.esassoc.com

Los Angeles

Oakland

Orlando

Palm Springs

Petaluma

Portland

Sacramento

San Diego

Santa Cruz

Seattle

Tampa

Woodland Hills

P130276



550 Kearny Street
Suite 800
San Francisco, CA 94108
415.896.5900 phone
415.896.0332 fax

June 7, 2013

Judy Erlandson, Public Works Manager
City of Livermore
Public Works Department
3500 Robertson Park Road
Livermore, CA 94550

Subject: Proposal to Continue Community Monitor Services

Dear Ms. Erlandson:

Attached please find our proposal in response to Request for Proposal 4128, “Community Monitor” to Monitor Altamont Landfill and Resource Recovery Compliance. We are very pleased to have the opportunity to continue our work, together with Treadwell & Rollo | A Langan Company.

In addition to continuing with the current project staff, we have augmented our skill-set by adding groundwater modeling expertise and wetland/biological permit experience. The former may not be needed, unless a serious groundwater issue arises; but the latter will probably be useful as Fill Area 2 is constructed and comes on line.

Also, our six years of prior experience have enabled us to estimate our costs much more accurately. As a consequence, this proposal has a lower not-to-exceed cost than our 2007 proposal had.

We do have one concern regarding the draft contract language. In Section 12, Hold Harmless and Indemnity, we request to change the phrase “arising out of or in connection with this Agreement” to “to the extent caused by the negligent performance of this Agreement”. Then the contract requirement will be consistent with our insurances. Our current contract is constructed similarly.

We appreciate the trust that your Department and the Committee have shown by inviting us to propose to continue our work. We take considerable pride in this unique project and in representing the public interest. We will gladly provide further information as well as a presentation and interview if requested.

Sincerely,

A handwritten signature in black ink that reads "Kelly Runyon". The signature is fluid and cursive, with the first name "Kelly" and last name "Runyon" clearly legible.

Kelly Runyon
Project Manager



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SECTION 1

Proposers' Information

Introduction

Environmental Science Associates (ESA), together with Treadwell & Rollo | A Langan Company (T&R), is pleased to submit this Qualifications Package to the Community Monitor Committee for consideration to continue our service as Community Monitor for the Altamont Landfill and Resource Recovery Facility.

About Environmental Science Associates

ESA is a multidisciplinary environmental consulting firm with a staff of more than 350 professionals. ESA's Sustainable Communities Group services encompass feasibility and site selection studies, site planning, waste diversion and recycling technical assistance, performance and cost-effectiveness audits, impact assessment, licensing, permitting, monitoring, and public involvement. ESA is headquartered in San Francisco, and further supported by 12 offices throughout California, Washington, Oregon and Florida.

About Treadwell & Rollo | A Langan Company

T&R is a certified Bay Area Green Business, providing environmental, geotechnical, site/civil and earthquake engineering services from its California offices in San Francisco, Oakland, Sacramento, San Jose, and Irvine. As a member of Langan Engineering & Environmental Services, a privately held consulting firm headquartered in Elmwood Park, New Jersey, Treadwell & Rollo has access to 600 employees in additional offices located in New York City; Philadelphia, Pittsburgh, Bethlehem, and Doylestown, PA; New Haven, CT; Trenton, NJ; Arlington, VA; and Miami, FL; as well as internationally.

Contact Information

ESA
 550 Kearny Street, Suite 800, San Francisco, CA 94108
 Phone: (415) 896-5900 | Fax: (415) 896-0332
www.esassoc.com



Unloading a transfer trailer at Altamont Landfill.

SECTION 2

Proposed Services

Overview



Placement of refuse at Altamont Landfill and Resource Recovery Facility, 2013

ESA proposes to continue to serve as the Community Monitor for the Community Monitor Committee (CMC). ESA's Project Manager will be Kelly Runyon, an engineer with 35 years of experience in solid waste facility operations and permit compliance. To provide the full range of capabilities needed for this work, ESA is continuing to team with T&R, an experienced environmental and geotechnical firm headquartered in the Bay Area. ESA and T&R have served as Community Monitor for the past 6 years and have teamed on other landfill-related projects, as noted in Sections 7 and 9 below.

By maintaining the same team, including the same key staff, we can carry forward all of the lessons learned and methods developed for this work with no learning curve, saving time (and costs) for continuation of this project. Six years of familiarity with the site and its operations will also enable us to distinguish between expected new developments (preparation of Fill Area 2, for example) and unexpected events, if any occur.

We propose to provide all Scope of Work items described in the May 16, 2013 Request for Proposals. During the three-year contract term, it is likely that Fill Area 2 will be made ready to receive refuse, and refuse placement may begin. This will trigger additional reporting requirements regarding compliance with biological mitigation measures. We have augmented our team with staff experienced in the review of such reports. We have the skills and experience to document the effectiveness of the landfill's efforts to protect infrastructure and natural resources, including traffic flow and potential public-nuisance conditions (litter, odor etc.), as well as groundwater and surface water quality, erosion prevention, landfill gas control, and habitat protection.

ESA's staff includes specialists who are familiar with regulatory requirements and operating practices at landfills, transfer stations, and other solid waste facilities. By teaming with T&R, we provide the professional qualifications, landfill-related experience, and hydrological and geotechnical expertise necessary for efficient, in-depth review of ongoing activity and regulatory reports. The remainder of this Section explains how we propose to apply our knowledge and experience to each of the items in the Scope of Work.



Tasks and Budget

The task descriptions in **Table 2-1** below have been abbreviated for convenience, but each task will be performed in full, as described in the RFP.

Table 2-1 also provides the project budget, showing time and materials costs and a not-to-exceed cost for each item in the scope of work. A more detailed version of this table, showing proposed billing rates and hours for each key person, is provided in Appendix A. Certain tasks are inherently part of the entire Scope and will be performed at no additional cost. For example, Task 4 (serve as primary liaison with WMAC and agencies) has no specific number of hours allocated but is part of the role of the Community Monitor.

It has been our experience in the Community Monitor position that some of the work is driven by events (e.g., severe weather, an issue raised by an agency, etc.), and some work will only occur once or twice during the term of the Community Monitor contract (e.g., the Five-Year Review of the Solid Waste Facility Permit). The annual budget shown in Table 2-1 is expected to provide sufficient funds to deal with one or two such unique events each year. Charges each year will be based on actual time and materials expended. Because this budget is based on more than five years of recent experience, we have been able to reduce the proposed amount compared with our more-conservative 2007 proposal. However, unlike the 2008 – 2013 contract period, we expect to consume nearly all of this budget each year.

The tasks and budget below do not include the hours and costs that may be expended if a “substantial noncompliance” event occurs, as described in Settlement Agreement Sections 5.3.3 and 5.7.6. We understand that this would be treated as an extra cost, limited to 20% of the value of our bid for Community Monitor services. Actual costs will be driven by the nature of the event itself.

The hourly rates for staff named in this proposal are listed in Appendix B.

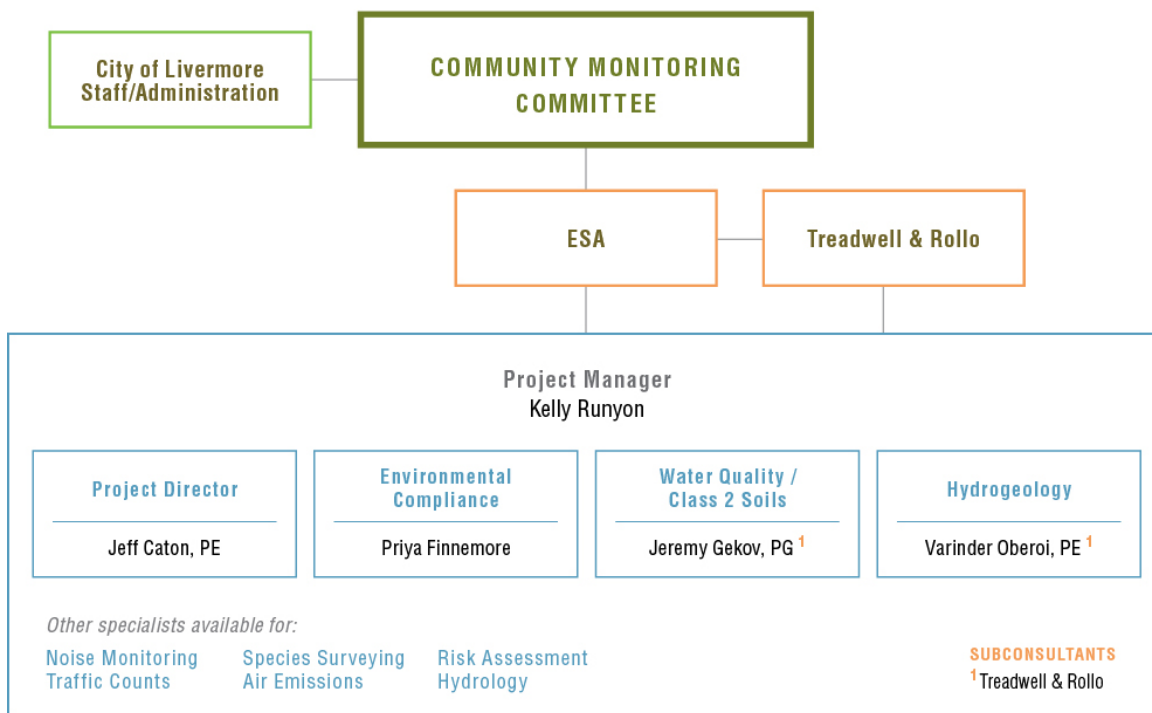
TABLE 2-1: Proposed Tasks and Annual Budget, First Year

Task	Description	Hours	Cost
1	Review submitted reports, documents and data.	132	\$24,138
2	Directly lead and oversee inspections and report preparation.	12	\$2,850
3	Present reports and findings to the CMC.	48	\$9,849
4	Serve as the primary liaison with WMAC and agencies.	0	\$0
5	Review all documents submitted to the County re CUP, compliance reviews, and mid-capacity Compliance Review.	24	\$4,130
6	Review and evaluate information re variance or declassified waste. (Class 2 soil file reviews included)	36	\$6,764
7	Review all other reports, documents and data regarding ALRRF compliance.	20	\$3,596
8	Prepare agendas and minutes, and other preparation, for all CMC meetings.	26	\$4,295
9	Provide oral presentation(s) to CMC regarding progress on Scope of Work.	4	\$740
10	Issue a written Annual Report.	38	\$6,445
11	Notify the CMC if noncompliance is reasonably suspected. If substantial, notify WMAC and the LEA.	4	\$715
12a	Review all data for proposed variance or declassified waste.	16	\$3,178
12b	Review inspection reports by LEA and other agencies; target inspections to other issues.	4	\$740
13a	Inspect ALRRF 12x / year, including 3 off hours inspections.	52	\$9,570
13b	Accompany LEA on inspections 4 - 6 times / year.	0	\$0
13c	If substantial noncompliance occurs, up to six (6) additional same-day inspections.	0	\$0
14	Truck counts: at least 6 per year at entrance, for compliance with CUP traffic condition.	18	\$2,460
15	CM reports to CMC, which oversees MC's work and expenses.	0	\$0
16	Contact EPA inspector(s) annually.	2	\$370
Totals		436	\$80,040

Staff Roles

The proposed project team consists of specialists in several disciplines, to fully address the CMC’s Scope of Work. The primary point of contact for the CMC will be ESA’s Project Manager, Kelly Runyon. Figure 1 below, Team Organization, below provides an overview of the areas of expertise of key team members. Further details about team members and their roles are provided in Section 6. Detailed resumes for all proposed staff are presented in Appendix C.

Figure 1 Team Organization
Altamont Landfill Community Monitor



Approach

For this effort, the ESA Team’s proposed approach encompasses the scope of work described in the RFP. Services will include:

- Ongoing review of documents submitted by the ALRRF to regulatory agencies.
- Monthly site inspections (emphasizing areas not covered in depth by the Local Enforcement Agency’s inspections), and traffic counts as required. At least three “off-hours” inspections at times not open to the public, to evaluate operating practices and conditions during these times. At least four unannounced inspections.

- Reports at a level of detail equal to the previous Community Monitor's reports.
- Attendance and presentations at CMC meetings, including agendas, minutes and other preparatory work.

ESA will continue to post public CMC documents on the CMC web site (www.altamontcmc.org) for the convenience of CMC members, ALRRF staff, and interested parties.

We will continue to bring a professional, objective and respectful attitude to our working relationship with ALRRF staff. We believe that by making an effort to be fair and balanced in our evaluation of activities at the ALRRF, we and the CMC will be better informed, and the ALRRF will more willingly respond to issues that we may raise. Our experience will enable us to quickly identify and prioritize issues, so that ALRRF can understand what matters most to the CMC, in terms of the Settlement Agreement and the interests of CMC members.

If selected, we propose to use a portion of the first CMC meeting in the new contract year to take input from Committee members regarding the format and content of our reports and presentations to the CMC, to assure that we are providing information of interest (within the limits of the Settlement Agreement) in a clear and concise manner.



SECTION 3

Principal Contact Person

The principal contact for this project will be Kelly G. Runyon, Managing Associate III for ESA.

SECTION 4

Year Consultant Was Established

ESA was established in 1969.

SECTION 5

Time Consultant Has Operated

ESA has provided environmental consulting services to public and private agencies for 44 years.

SECTION 6

Lead Persons

As noted in Section 2, the ESA Team consists of several individuals with training and experience in disciplines that directly address the needs of the CMC. Brief descriptions of the lead person in each key area are provided below. Resumes for Team staff are provided in Appendix C.

Project Manager: Kelly Runyon

Mr. Runyon is a Managing Associate III in ESA's Sustainable Communities Group, and has 35 years of experience in solid waste management, from a variety of perspectives. He has worked in the industry as a transfer station operations manager; in the public sector as a solid waste and recycling engineer and planner; and as a consulting engineer in solid waste management assignments throughout California and in other U.S. locations. He has inspected solid waste facilities and has worked at landfills, performing waste composition studies and site assessments. He is familiar with Title 27 requirements, LEA/CIWMB inspection procedures, and landfill operations. In 2008, he took the 1-week Manager of Landfill Operations course given by the Solid Waste Association of North America and was awarded a Certificate of Completion.

For this project, Mr. Runyon will be the primary point of contact for the CMC, and for WMAC; he will review WMAC document submittals, participate in site inspections, oversee report preparation, and present reports at CMC meetings. He will also maintain the web site for the Committee.

Lead Geologist: Jeremy Gekov, PG

Mr. Gekov is a Project Geologist at T&R, and has participated in investigations for landfills, groundwater-contamination issues, contaminated-soil profiling, and other soil and groundwater characterization. He is registered as a Professional Geologist in California. His responsibilities included field activities planning, site characterization, work plan and report preparation, and development of health and safety plans. He is experienced in preparation of technical reports, and many aspects of field-related activities. These field activities have included installation and abandonment of monitoring wells, groundwater sampling,



remedial injections, tank pulls and related sampling, soil vapor sampling and monitoring, and installation and operation of remediation systems.

For this project, Mr. Gekov will continue to review profiles of Class 2 soils as well as groundwater and storm water monitoring reports. He will be available to evaluate reports about, and responses to, hazardous-material incidents if any occur.

Project Director: Jeff Caton, PE

Mr. Caton is a registered Civil Engineer within California and is the Director of ESA's Sustainable Communities Group, which is the ESA group where this project resides. Jeff will provide senior oversight and QA/QC for this project, including engineering guidance as needed. He will also review ESA's Community Monitor reports for completeness and clarity.

Hydrogeologist: Varinder S. Oberoi, PE

Mr. Oberoi has over 20 years of professional experience in the environmental and civil engineering fields including responsibilities as a project manager, hydrologist, technical adviser, and engineer. As a technical advisor and Hydrogeologist at T&R, Mr. Oberoi has developed subsurface site models for simulating groundwater flow and evaluating contaminant fate and transport in groundwater and other media. Mr. Oberoi has also conducted aquifer tests, aquifer characterization and water quality studies, dewatering assessments, and limited pilot testing for in-situ technologies at solvent and petroleum hydrocarbon-impacted sites.

As a Registered Professional Engineer, Mr. Oberoi has performed civil and geotechnical design of landfills, and also been involved in the planning, design and development of airport pavements, buildings and foundations. He has provided technical oversight and construction management for numerous excavations, grading and other earthwork projects.

For this project, Mr. Oberoi will be available to review technical data submitted by WMAC, with an emphasis on groundwater data and landfill design.

Biological Mitigation Monitoring: Priya Finnemore, Regulatory Program Manager

Priya is a Project Manager and regulatory specialist at ESA with more than 15 years of experience providing guidance and representation on environmental permits for projects involving wetlands, waters, and biological resources at the federal, state and local level. Priya started her career with more than six years at the U.S. Army Corps of Engineers, processing permits under Section

404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act, as well as conducting interagency coordination under the many related state and federal environmental laws. As a consultant, Priya has prepared and negotiated permits and agreements according to Section 404 and 401 of the Clean Water Act, Section 10 of the Rivers and Harbors Act, and California Fish and Game Code, and has conducted interagency coordination under Section 7 of the Endangered Species Act, the National Historic Preservation Act, the Magnuson-Stevens Fishery Conservation and Management Act, and the Coastal Zone Management Act.

For this project, Ms. Finnemore will review all reporting requirements related to biological resource and habitat protection, including the biological aspects of the Mitigation Monitoring and Reporting Program associated with the expansion into Fill Area 2. She will then review the required reports, as those are issued. Her findings regarding the timeliness and completeness of those reports will be included in our reports to the CMC. As Fill Area 2 is developed, she will also participate in several of the CM inspections, to confirm that required mitigation measures are in place.



SECTION 7

Similar Contracts

ESA

This section describes projects in which ESA has performed tasks similar to those specified for the CM of the Altamont Landfill, as outlined in the RFP. These project descriptions demonstrate ESA’s technical expertise in reviewing environmental documents for public and private agencies. They also include projects in which ESA provided public outreach to stakeholders and community groups. ESA’s abilities in these areas are supported by our references, provided below for selected projects. Projects are grouped into the following categories:

- Solid Waste and Wastewater Facilities
- Air Quality
- Outreach to Stakeholders
- Land Development
- Water Supply

Solid Waste Facilities

West Contra Costa Bulk Materials Processing Center: Review of Compliance Report, 2012 - Present

ESA is reviewing a five-year compliance report that the operator of the Bulk Materials Processing Center (BMPC) recently submitted to the Richmond Department of City Planning, as required by the City’s Conditional Use Permit. The Compliance Report addresses well over 100 permit conditions, providing the current status of each. However, the level of detail in the report is quite limited in many places. ESA is working closely with City staff to develop a point-by-point review document that should enable the site operator to provide a satisfactory report. The next step will be to modify permit conditions as needed to reflect current conditions.

Reference:

Lina Velasco, Senior Planner, City of Richmond, (510) 620-6841,
 Lina_Velasco@ci.richmond.ca.us

Redwood Landfill Expansion Environmental Impact Report, 2000 – 2008; 2012 – 2013

ESA prepared an EIR for a proposed expansion of the Redwood Landfill, which receives most of the solid waste from Marin and Sonoma Counties (the landfill is in Marin County). The originally proposed project would have dramatically increased the landfill's total capacity, increased the allowable daily disposal rate, developed a Class II cell, changed the processing of sewage sludge, and expanded the landfill's existing green-waste composting to include food waste composting. Because the landfill is adjacent to a major wetland in a scenic corridor, any additional development at the site is potentially sensitive.

The County certified the EIR in the summer of 2008, and later that year approved one of the alternatives that was analyzed in the EIR, rather than the project as originally proposed. This “Mitigated Alternative” allows for a much more modest expansion of the landfill, more in line with local disposal needs, and shifts the emphasis of the facility from disposal to recovery of waste materials. This alternative was evaluated in the Draft and Final EIR at an unusually detailed level.

In 2012 and 2013, ESA again worked with Marin County to prepare an addendum to the Redwood Landfill EIR. The addendum examines two key aspects of the adopted Mitigated Alternative: expansion of the existing composting operation, and construction and operation of a materials recovery facility. The addendum was completed in the spring of 2013.

Reference:

Jeremy Tejirian, Principal Planner, Marin County Community Development Agency, (415) 499-6530, JTejirian@marincounty.org

Keller Canyon Landfill Subsequent EIR, 2009 - 2012

ESA is preparing a Subsequent Environmental Impact Report EIR for Keller Canyon Landfill’s proposal to increase its maximum daily waste disposal. The landfill has been in operation since 1992 and is requesting modifications to its conditional use permit to allow for increased waste receipt and increased maximum daily truck trips to the facility. Major issues include biological resources, air quality, greenhouse gas emissions, and traffic impacts. ESA's in-house transportation staff are analyzing the increase in traffic associated with the proposal and its effect on traffic operating conditions, traffic safety, and roadway pavement conditions. ESA conducted level of service (LOS) analysis for key intersections and roadways in proximity to the project site as well as provided a full assessment of traffic safety under existing, cumulative, and project conditions. ESA is developing applicable mitigation measures to improve bicycle and pedestrian conditions and reduce potential traffic hazards.



Reference:

Telma Moreira, Senior Planner, Department of Conservation and Development, (925) 674-7825, Telma.Moreira@dcd.cccounty.us

Air Quality

Sonoma County Farms to Fuel Project, 2010 - 2012

ESA provided air quality and noise analysis as part of the Environmental Impact Report for this project, which would involve collecting organic waste that would otherwise be field-applied or hauled to a landfill, and processing the waste using anaerobic digestion to produce renewable natural gas (biomethane or biogas) that would be used as a source of energy for distribution. Solids generated in the process would be used to produce commercially viable fertilizer. The project is currently on hold due to financing difficulties.

Reference:

Dale Roberts, Principal Engineer, Renewable Energy & Sustainability Section, Sonoma Valley County Sanitation District, (707) 547-1979, dale.roberts@scwa.ca.gov

T&R

Landfill Related Experience

Hunters Point Naval Shipyard, 1997 - Present

T&R has worked on the Hunters Point Naval Shipyard redevelopment project, where for over 13 years they have reviewed, evaluated and commented on Navy investigation and monitoring reports, treatability studies, remediation plans and completion reports, and provided recommendations on residential and industrial cleanup levels relative to the SFRA's Reuse Plan. As part of their peer review, T&R identified methane gas at a former landfill site that the Navy is now extracting via a landfill gas collection and treatment system. This contract is ongoing and T&R continues to advise and make recommendations to the Environmental Team that includes members from the Successor Agency to the San Francisco Redevelopment Agency, the Office of the City Attorney and the Citizens Advisory Group. T&R's recommendations have aided the City in making important decisions regarding environmental cleanup and property transfer.

Reference:

Amy Brownell, PE, Environmental Engineer, San Francisco Department of Public Health, (415) 252-3967, amy.brownell@sfdph.org

Contra Costa Sanitary Landfill, 1995 - 2000

T&R has performed all aspects of monitoring, remedial planning, and landfill closure for this Contra Costa Waste Service (CCWS) NPL site. T&R completed various services for CCWS at the Contra Costa Sanitary Landfill, which involved the USEPA, DTSC, RWQCB, and various county agencies. Specifically, T&R conducted groundwater monitoring of six wells on the site property and produced semi-annual reports. T&R also provided third party oversight of a monitoring program conducted by the consultant for the potentially responsible parties (PRPs). The work included observing the sample collection from a network of 54 wells, evaluating sampling methods and usefulness of data, and verifying results that were reported quarterly.

Reference:

James L. Jaffe, Visiting Professor, University of Findlay, (419) 434-4655, jaffe@findlay.edu

Pier 94 Landfill Compliance Services, 1995 - 2000

For the Port of San Francisco, Treadwell & Rollo provided environmental consulting services to support regulatory agency closure of the former landfill at Pier 94. The objective of the project was to revise the Waste Discharge Requirements (WDRs) for the former landfill by negotiating new terms and conditions with the San Francisco Bay Regional Water Quality Control Board (RWQCB). To achieve this goal, T&R prepared a summary of all the environmental work completed at Pier 94, collected quarterly groundwater samples for one year, evaluated environmental risks to demonstrate no adverse impact, and supported Port staff in meetings with the RWQCB.

Reference:

Carol Bach, Environmental Affairs Manager, Port of San Francisco, (415) 274-0568, carol.bach@sfport.com

Other Bay Area and California Projects

In the vicinity of the Altamont Landfill, T&R has performed geotechnical and/or environmental work for the following projects.

In Pleasanton:

- Senior Housing Development
- Assisted Living Facility
- Kaiser Facility

In Livermore:

- Seismic retrofit at Lawrence Livermore National Laboratory
- Livermore Arcade/Millers Outpost Shopping Center



SECTION 8

Consultant Qualifications

Introduction to ESA

To expand upon the brief firm profiles in Section 1, this section provides a more detailed overview of ESA, including information highlighting the strengths of ESA's Sustainable Communities Group. This introduction also showcases our services in the areas of environmental documentation; facility planning and environmental assessment; waste diversion and recycling programs; data management and presentation. In addition, the relevant qualifications of T&R are presented.

ESA Firm Background

ESA is a multidisciplinary environmental consulting firm with a staff of more than 350 professionals in all pertinent resource disciplines. ESA has thirteen offices located in California, Oregon, Washington, and Florida. Since its inception in 1969, ESA has prepared more than 5,000 environmental documents for compliance with the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), Washington's State Environmental Policy Act (SEPA), Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, National Historic Preservation Act, the federal and state endangered species acts, and other state environmental requirements. ESA's services encompass feasibility and site selection studies, site planning, impact assessment, licensing, permitting, monitoring, restoration, and public involvement. We have extensive experience working with federal, state, and local agencies, private developers, as well as investor-owned and municipal utilities in support of license, certificate, and permit applications. ESA's outstanding reputation for quality of service is founded on our:

- Problem-solving abilities – from identifying potential problems and negotiating solutions with resource agencies to implementing long-term solutions that work
- Ability to design and carry out complex, multiyear field surveys, baseline investigations, modeling, mapping, and data analyses
- Comprehensive knowledge of special-status species issues

- Thorough understanding of federal, state, and local laws, regulations, and policies that govern environmental assessments, and excellent agency relationships
- Sensitivity to the often conflicting interests and needs of owners, engineers, planners, industry, regulatory agencies, and communities

Environmental Documentation

ESA is a leader in the efficient preparation of federal and state environmental documentation and studies. As demonstrated in our relevant experience descriptions, ESA has successfully managed some of the largest, most complex and controversial environmental documents in the West. We work with trustee and responsible agencies to prepare responsive biological assessments, streambed alteration agreements, and other documents required in the assessment of proposed projects on previously undeveloped lands.

ESA's Sustainable Communities Group

ESA's Sustainable Communities Group provides a broad range of services to state and local government agencies and the private sector. This includes all aspects of recycling, composting, and solid waste planning and program implementation; preparation of greenhouse gas emission inventories and climate action plans; sustainability planning; and environmental review of solid waste and recycling facilities. Our group includes talented planners, engineers, scientists, and field staff.



Roll-off truck unloading at Altamont Landfill.

Facility Planning and Environmental Assessment

ESA provides expert planning and environmental documentation services for all types of solid waste facilities. We prepare environmental impact assessments, fatal-flaw and near-fatal-flaw analyses, siting studies, and opportunities/constraints analyses; and we have extensive experience evaluating the efficiency and cost-effectiveness of all types of solid waste facilities and collection programs. ESA also provides expert planning and permit assistance for developing and siting new landfills, materials recovery facilities (MRFs), transfer stations, and compost facilities. We serve as liaisons with resource and planning agencies, and develop public information and participation programs.

Waste Diversion and Recycling Programs

Since the enactment of the Integrated Waste Management Act of 1989 (AB 939), ESA has provided a variety of solid waste planning services to municipalities and waste management companies. We have prepared source reduction and recycling elements, nondisposal facility elements, household hazardous waste elements, and countywide integrated waste management plans.



More recently, with the passage of AB 341 in 2011 and local mandatory-recycling ordinances, ESA has been providing technical assistance in the design and implementation of recycling and waste diversion programs for commercial recycling, multifamily recycling, backyard composting, and worm composting.

Data Management and Presentation

ESA routinely develops information products that require capability in GIS, CADD, and other electronic data management platforms. Our information technology professionals are experts at synthesizing data and the effective presentation of complex information for both private and public use. In addition, ESA creates and supports websites, maps, graphical representations, and photosimulations for corporate and public presentations. From our experience with California public agency clients, we are familiar with the requirements of the Brown Act, and the effect that they can have on deadlines for work products, agenda packets, and other materials being considered by a public agency.

Introduction to T&R

T&R is a certified Bay Area Green Business, providing environmental, geotechnical, site/civil and earthquake engineering services from its California offices in San Francisco, Oakland, Sacramento, San Jose, and Irvine. As a member of Langan Engineering & Environmental Services, a privately held consulting firm headquartered in Elmwood Park, New Jersey, Treadwell & Rollo has access to 600 employees in additional offices located in New York City; Philadelphia, Pittsburgh, Bethlehem, and Doylestown, PA; New Haven, CT; Trenton, NJ; Arlington, VA; and Miami, FL; as well as internationally.

Geotechnical

T&R engineers and geologists have worked for decades with clients to help them develop creative designs and solutions to their geotechnical problems. The Treadwell & Rollo geotechnical expertise is applied to projects as diverse as single-story buildings to high-rise office towers; major infrastructure and port development; urban developments and quarry planning; landfill slopes and covers; excavations for buildings, pipelines and utilities; road, rail and urban transit systems; and tunnels and underground storage facilities.

Environmental

Many T&R environmental professionals have twenty years or more of successful experience in dealing with soil and groundwater quality issues. T&R provides an array of services for challenging sites ranging from initial

assessment through investigation and analysis, followed by remedial design, quality assurance, and ongoing monitoring. T&R's focus on groundwater includes investigations for industrial and commercial properties, groundwater remediation, groundwater resource evaluation, and dewatering integrated with geotechnical analysis and design. T&R staff has extensive knowledge of environmental regulations and maintains credible working relationships with regulatory agency professionals throughout our practice areas.

Infrastructure

The infrastructure supporting human activities includes complex and interrelated physical, social, ecological, economic, and technological systems such as transportation, energy production and distribution, water resources and waste management, communications, sustainable resources development, and environmental protection. Through the focused integration of our geotechnical, environmental, earthquake, risk management, and other expertise, T&R addresses complex ground-related design issues and other conditions that impact infrastructure projects.

Risk Management

T&R senior staff members provide services in the areas of decision analysis and project risk management. These services have assisted T&R clients in assessing alternative site remediation approaches, implementing effective negotiation and litigation strategies, and making and documenting difficult business decisions. These projects require special expertise in risk analysis methods and risk management principles in addition to technical capabilities in the engineering and earth sciences.

Litigation Support

The senior environmental, geotechnical, and earthquake professionals at T&R are highly experienced in working with counsel and have provided expert testimony in a wide variety of public, administrative, and judicial settings. T&R organizes its work thoroughly and bases conclusions and opinions on defensible and relevant data and on substantial technical experience and expertise.



SECTION 9

Similar Projects

Section 7 of this proposal provided brief descriptions of a number of similar projects that ESA and T&R have performed or are currently performing. Below, we provide further information about three ESA past and current projects that have features in common with the Community Monitor project.

Redwood Landfill Expansion Environmental Impact Report

ESA's EIR for the proposed expansion of the Redwood Landfill in Marin County required that staff visit the landfill, confer with operations managers, and gain a thorough understanding of current landfill operations and practices, as well as the design and capacity of the planned landfill expansion.

T&R teamed with ESA for this project. T&R provided geotechnical review of proposed increases in landfill volume and steepness of slopes, to assure the stability of the proposed design.

In the course of this project, ESA provided information to County staff, the Marin County Community Development Agency and the public, at public hearings and through the formal Response to Comments process that is an integral part of EIR preparation as defined in the California Environmental Quality Act. ESA also developed a productive working relationship with Waste Management's staff and consultants, to provide an objective evaluation of the proposed design.

BMPC Compliance Report Review, Richmond

This work involves a detailed review of a report that the operator of the former landfill (now Bulk Materials Processing Center) has submitted to the Department of City Planning, describing steps taken to comply with the City's Use Permit. It is analogous to the annual report submitted by the Altamont Landfill to the Alameda County Planning Department, giving the status of compliance with the Use Permit requirements that are covered by the Mitigation Monitoring and Reporting Program that was issued in conjunction with the EIR for the Altamont landfill expansion. However, the Richmond report review is more rigorous because the submitted report is clearly deficient in

some areas, and ESA is working directly for the City to delineate shortcomings and suggest solutions.

South Bayside Waste Management Authority

From the year 2000 through mid 2007, ESA was retained by the SBWMA to inspect its solid waste transfer and recycling facilities in San Carlos, and to support permit compliance and capital improvements at that facility. The operator of the transfer station and recycling facilities at the site was the regional waste collector, Allied Waste Industries.

Kelly Runyon managed this project for ESA; he conducted monthly inspections, reviewed on-site documentation (inspection reports, Log of Special Occurrences, etc.) and prepared bid documents for major maintenance and improvements to the facilities. He also conducted annual reviews of maintenance records to assure that facility maintenance continued as required by the Facilities and Operations Agreement between Allied and the SBWMA. In addition, he represented SBWMA in discussions with Allied regarding contaminated-soil remediation at the site.

He also provided reports and public presentations as part of annual Performance Hearings held by the SBWMA in 2005 and 2006.



SECTION 10

Ability to Complete Term of Project



Fill Area 2, to be excavated prior to receiving waste.

The RFP states that the Community Monitor contract is expected to be of three-year duration, with the option to renew for one three-year period. Moreover, the ALRRF is expected to be active for more than 20 years, and Article 5 of the Settlement Agreement provides for continued services of the Community Monitor for at least as long as the ALRRF is actively receiving waste.

Both ESA and T&R are able to perform the proposed services for the intended three-year contract duration. ESA is an employee-owned environmental services firm headquartered in the Bay Area, founded over 44 years ago, with over 350 staff in offices primarily on the West Coast. Kelly Runyon, ESA’s Project Manager for this engagement, has been employed by ESA for 13 years and has held numerous multi-year assignments, including a six-year project for the South Bayside Waste Management Authority, and an 11-year (and continuing) project for the Alameda County Waste Management Authority. ESA’s Sustainable Communities Group currently includes seven professional staff, including three senior project managers.

T&R has been providing geotechnical, environmental, and landfill consulting services since 1988. Mr. Gekov will be T&R’s lead geologist for this project and will assist with the geotechnical, environmental, and landfill compliance aspects of the proposed services. Mr. Gekov has more than 8 years of professional experience and is committed to providing consulting services for the full duration of the CM contract.

SECTION 11

List of Waste Management Inc. Contracts

Neither ESA nor T&R have any ongoing contracts with Waste Management of Alameda County (WMAC). Nor does ESA have any ongoing contracts with WMAC's parent Waste Management Inc., or affiliates. The following represents a list of prior ESA contracts or consulting agreements in the last decade with Waste Management Alameda County (WMAC), its parent company Waste Management, Inc. and its affiliates. These projects were performed by members of ESA's Los Angeles staff who are no longer with ESA.

Project Name	Client	Dates	Project Cost
Los Angeles County Residential Collection Programs	Waste Management, Inc.	2006–2008	\$30,000
City of Alhambra Commercial Waste Management Services	Waste Management, Inc.	2005–2007	\$12,350
City of LA Solid Waste Transfer and Disposal	Waste Management of Los Angeles	2005–2007	\$25,000
City of LA Transfer and Disposal/Waste Management	Waste Management of Orange County	2004– 2007	\$20,124
Compton Refuse Collection and Recycling Services	Waste Management, Inc.	2005–2006	\$18,000
El Monte Commercial Collection Project	Waste Management, Inc.	2004–2006	\$24,438
Bellflower Waste Collection Services	Waste Management, Inc.	2004–2006	\$ 16,000
Irwindale Transfer Station	Waste Management, Inc.	2004–2006	\$15,574
Lynwood Exclusive Solid Waste Services	Waste Management of Los Angeles	2002–2006	\$7,000
Lawndale Residential Solid Waste Collection	Waste Management of Los Angeles	2002–2006	\$8,500
Manhattan Beach Refuse Collection	Waste Management of Los Angeles	2001–2006	\$10,000
Carlson Refuse Collection	Waste Management of Los Angeles	2001–2006	\$10,000
South Gate Refuse Collection Project	Waste Management of Los Angeles	2001–2006	\$12,500
Hermosa Beach Refuse Collection	Waste Management of Los Angeles	2001–2006	\$13,500
Waste Management Inc. Master Agreement (formerly Remy-Thomas Solid Waste Project)	Waste Management, Inc.	1999–2006	\$115,903
Rolling Hills Estates Waste Collection Services	Waste Management, Inc.	2004	\$14,324
West Hollywood Waste Collection	Waste Management of Orange County	2003–2004	\$13,500
Beverly Hills Residential and Commercial Waste Collection	Waste Management, Inc.	2003–2004	\$16,000
Hawthorne Commercial Solid Waste Collection	Waste Management of Los Angeles	2002–2004	\$3,299
Gardena Refuse/Recyclables Collection	Waste Management, Inc.	2002–2004	\$9,500
Redondo Beach Integrated Waste Management Services	Waste Management, Inc.	2002–2004	\$18,500



In addition to the projects listed above, in 2007 ESA completed a rather unique assignment for the City of Los Angeles: as part of a pilot program in the greater Los Angeles area, Waste Management and other refuse collection companies were subcontractors to ESA, providing recycling services to apartment buildings. The term of that contract has expired and the work is complete.

T&R's affiliate Langan has an active Master Services Agreement with Waste Management titled "Master Services Agreement for Professional Consulting Services between Langan Engineering and Environmental Services, Inc. and Waste Management National Services, Inc. for and on behalf of Waste Management, Inc., its subsidiaries and affiliates" (dated 2008). This agreement was set up by Langan's east coast office, but to date, Langan has not done any work for Waste Management. T&R, on the west coast, does not plan to work on Waste Management projects for the duration of this project.

SECTION 12

References

Redwood Landfill Expansion (ESA and Treadwell & Rollo)

Reference:

Jeremy Tejirian, Principal Planner, Marin County Community Development Agency, (415) 499-6530, JTejirian@marincounty.org

West Contra Costa Bulk Materials Processing Center: Review of Compliance Report (ESA)

Reference:

Lina Velasco, Senior Planner, City of Richmond, (510) 620-6841, Lina_Velasco@ci.richmond.ca.us

Hunters Point Naval Shipyard, 1997 - present (Treadwell & Rollo)

Reference:

Amy Brownell, PE, Environmental Engineer, San Francisco Department of Public Health, (415) 252-3967, amy.brownell@sfdph.org



SECTION 13

Time and Materials Costs

For the time and materials costs please refer to Section 2 (Proposed Services) and Appendix A.

Appendix A

Budget Details



ALRRF Community Monitor Hours & Cost Estimate First Year		ESA				Expense	ESA total	T&R			Expense	Subtotal	Markup	T&R total	Total Cost	Total Hours	
Task No.	Task Title	Runyon Billing Rate: \$185	Caton \$205	Other1 \$130	Other2 \$120	\$50		Shipman \$290	Gekov \$150	Other1 \$160	\$50		15%				
1	Review submitted reports, documents and data.	60			4		\$ 11,580	4	48	16		\$ 10,920	\$ 1,638	\$ 12,558	\$ 24,138	132	
2	Directly lead and oversee inspections and report preparation.	4	4			12	\$ 2,160		4			\$ 600	\$ 90	\$ 690	\$ 2,850	12	
3	Present reports and findings to the CMC.	12	12	4		4.2	\$ 5,410	6	12	2		\$ 3,860	\$ 579	\$ 4,439	\$ 9,849	48	
4	Serve as the primary liaison with WMAC and agencies.						\$ -					\$ -	\$ -	\$ -	\$ -	0	
5	Review all documents submitted to the County re CUP, compliance reviews, and mid-capacity Compliance Review.	16			4		\$ 3,440		4			\$ 600	\$ 90	\$ 690	\$ 4,130	24	
6	Review and evaluate information re variance or declassified waste. (CI2 soil here)	2					\$ 370	2	24	8	2	\$ 5,560	\$ 834	\$ 6,394	\$ 6,764	36	
7	Review all other reports, documents and data regarding ALRRF compliance.	8					\$ 1,480		8	4		\$ 1,840	\$ 276	\$ 2,116	\$ 3,596	20	
8	Prepare agendas and minutes, and other preparation, for all CMC meetings.	12		8			\$ 3,260		6			\$ 900	\$ 135	\$ 1,035	\$ 4,295	26	
9	Provide oral presentation(s) to CMC regarding progress on Scope of Work.	4					\$ 740					\$ -	\$ -	\$ -	\$ 740	4	
10	Issue a written Annual Report.	24	4	8			\$ 6,300		2			\$ 300	\$ 45	\$ 345	\$ 6,645	38	
11	Notify the CMC if noncompliance is reasonably suspected. If substantial, notify WMAC and the LEA.	2					\$ 370		2			\$ 300	\$ 45	\$ 345	\$ 715	4	
12a	Review all data for proposed variance or declassified waste.	4					\$ 740	2	6	4		\$ 2,120	\$ 318	\$ 2,438	\$ 3,178	16	
12b	Review inspection reports by LEA and other agencies; target inspections to other issues.	4					\$ 740					\$ -	\$ -	\$ -	\$ 740	4	
13a	Inspect ALRRF 12x / year, including 3 off hours inspections.	48					\$ 8,880		4			\$ 600	\$ 90	\$ 690	\$ 9,570	52	
13b	Accompany LEA on inspections 4 - 6 times / year.	0					\$ -					\$ -	\$ -	\$ -	\$ -	0	
13c	If substantial noncompliance occurs, up to six (6) additional same-day inspections.	0					\$ -					\$ -	\$ -	\$ -	\$ -	0	
14	Truck counts: at least 6 per year at entrance, for compliance with CUP traffic condition.				18	6	\$ 2,460					\$ -	\$ -	\$ -	\$ 2,460	18	
15	CM reports to CMC, which oversees MC's work and expenses.	0					\$ -					\$ -	\$ -	\$ -	\$ -	0	
16	Contact EPA inspector(s) annually.	2					\$ 370					\$ -	\$ -	\$ -	\$ 370	2	
Hours:		202	20	20	26			14	120	34						436	
							\$ 48,300								\$ 31,740	\$ 80,040	

Appendix B

Rate Sheet





APPENDIX B

Rate Sheets

The hourly rates for the primary personnel that would be assigned to this project are listed below.

ESA

Kelly Runyon	\$185
Priya Finnemore	\$170
Matt Fagundes	\$170
Jeff Caton	\$205

Treadwell & Rollo

Jeremy Gekov	\$150
Varinder Oberoi	\$200
Noel Liner	\$150
Dorinda Shipman	\$290

The above rates for T&R staff do not include ESA’s standard 15% markup, which is applied when invoices are prepared.

In addition, Section 5.2.2 of the Settlement Agreement states a requirement that the (Community Monitor) RFP “shall specify ... that proposals must include ... one or more hourly rates that would apply to any additional compensation...” Accordingly, the standard rate sheets for ESA and T&R are provided on the pages which follow.



Exhibit B

Environmental Science Associates & Subsidiaries 2013 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly 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.

Labor Category	Level I	Level II	Level III
Senior Director	225	240	255
Director	190	205	215
Managing Associate	155	170	185
Senior Associate	130	140	150
Associate	95	110	120
Project Technicians	75	90	110

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) 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.
- (c) 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 – IRS mileage reimbursement rate
 - 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, fax, 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	\$1.50
Covers	\$0.50
Binding	\$1.00
HP Plotter	\$25.00
CD	\$10.00
Digital Photography	\$20.00 (up to 50 images)

D. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
Project Specific Equipments:			
Vehicles – Standard size	\$ 40 ^a	\$ 180	
Vehicles – 4x4 /Truck	85		
Laptop Computers	50	200	\$ 500
LCD Projector	200	600	
Noise Meter	50		
Electrofisher	300	1,200	
Sample Pump	25		
Surveying Kit	20		
Total Station Set	100	400	
Field Traps	40		
Digital Planimeter	40		
Cameras/Video/Cell Phone	20		200
Miscellaneous Small Equipment	5		
Computer Time (i.e. GIS)	120 ^b		
Trimble GPS	75	350	900
Tablet GPS	100	400	1,000
Laser Level	60		
Garmin GPS or equivalent	25		250
Stilling Well / Coring Pipe (3 inch aluminum)	\$3/ft		
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipments:			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 400
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
FloWav Surface Velocity Radar	50	200	
Logging Water Level Logging-Stainless Steel Pressure Transducer	10	40	125
Logging Water Level -Titanium Pressure Transducer	20	80	300



Item	Rate/Day	Rate/Week	Rate/Month
Logging Barometric Pressure Logger	10	40	125
Well Probe	20	80	
Bottom-Mounted Tripod / Mooring	50	200	900
Handheld Suspended Sediment Sampler	20		250
Water Quality Equipments:			
Logging Turbidimeter/Water Level Recorder	\$ 25	\$ 100	\$ 400
In-Situ Troll 9500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
Water Quality Sonde			800
YSI 650 with 6920 Multi Prob	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900
Sedimentation / Geotechnical Equipments:			
Peat Corer	\$ 75	\$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Vibra-core	100	400	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
Boats:			
14 foot Aluminum Boas with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe	30	120	
17' Boston Whaler w/ 90 HP Outboard	500	2,000	
^a Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher. ^b GIS computer time will be charged at \$15.00 per hour.			

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.

SCHEDULE OF FEES AND CONDITIONS

Effective 1 January 2012

BILLING CATEGORY	HOURLY BILLING RATE
Senior Principal/Executive Vice President	330
Principal/Senior Vice President	330
Senior Associate/Vice President	250
Associate/Senior Project Personnel – Level III	210
Senior Project Personnel - Level II	200
Senior Project Personnel -Level I	170
Project Personnel – Level III	165
Project Personnel – Level II	145
Project Personnel – Level I	140
Senior Staff Personnel - Level III	135
Senior Staff Personnel - Level II	130
Senior Staff Personnel – Level I	125
Staff Personnel – Level III	120
Staff Personnel Level II/Senior Field Technicians	115
Staff Personnel – Level I	110
Engineering Technicians/Inspectors, CADD and GIS Technicians	110
Technicians/Word Processors/Technical Typists/Financial Analysts	110

- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, toxicologists, wetland specialists, etc.]
- Litigation related services, including expert testimony, court appearance, depositions, etc. are billed at 1.5 times the above rates.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

COMPUTER SERVICES

The fee services on our in-house computers are billed on a time basis at the following rates:

CADD, GIS and Terrain Modeling Programs	Rate per Hour
Engineering Programs/Digitizing	\$ 30
	\$ 25

The fee services on our in-house plotting and reproduction are billed by media type on an area basis at the following rates

Bond (Paper) per Square Foot	Cost per SF
Mylar (Film) per Square Foot	\$0.30
Color (Paper) per Square Foot	\$2.00
Color (Film) per Square Foot	\$3.00
	\$4.00

SURVEYING SERVICES

See survey-specific Schedule of Fees and Conditions

REIMBURSABLE EXPENSES

PROFESSIONAL LIABILITY AND RELATED INSURANCE

A surcharge of 4% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

IN-HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$105.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. OVA's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

SUBCONTRACTED CHARGES

All subcontracted work including laboratory analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at \$.56 per mile. Sampling vans are billed at daily rates plus mileage.

TERMS

Invoices are payable within 30 days. Service charge of 1.0% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

GENERAL TERMS AND CONDITIONS

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

All services provided by "Langan Engineering & Environmental Services, Inc.", or "Langan International", or "Treadwell & Rollo, a Langan Company", or in New York State "Langan Engineering, Environmental, Surveying & Landscape Architecture, LLP" or "Langan Engineering & Environmental Services, Inc., PC" (collectively "LANGAN"), regardless of commencement date, will be covered by this Agreement (which includes the LANGAN proposal and these General Terms and Conditions). Unless modified in writing by the parties, the duties of LANGAN shall not be construed to exceed those Services specifically set forth in the proposal. However, if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services an amount based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN shall exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land-use regulations, upon all of which LANGAN may rely; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of LANGAN; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT. LANGAN shall have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action. In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with Section P of these General Terms and Conditions, LANGAN shall have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

If LANGAN files a claim against the CLIENT arising out of the CLIENT's failure to make payments in accordance with this Agreement and the CLIENT subsequently asserts any claim or claims against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN shall be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim(s), including any expenses incurred as part of LANGAN'S professional liability

insurance deductible, to the extent LANGAN is successful in its compensation claim or negligence defense.

E. RIGHT OF ENTRY

The CLIENT shall provide for right of entry in order for LANGAN to perform its services. While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN shall take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Except as otherwise expressly agreed to in writing by LANGAN, LANGAN shall have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site shall be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees. The CLIENT agrees that LANGAN shall have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points may differ from those that actually exist. The CLIENT recognizes that actual conditions may vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless (but not defend) the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, employees and agents for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, employees and agents for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or

information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the CLIENT agrees to limit LANGAN's liability to the CLIENT and to any and all of the CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, agents, construction managers, contractors, subcontractors, consultants, subconsultants and insurers for any and all damages arising out of or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, to the greater of (i) \$50,000, or (ii) the total invoiced dollar value of the Services provided by LANGAN under this Agreement and paid by CLIENT, but in no event shall LANGAN'S liability exceed the proceeds recoverable from LANGAN'S insurance up to the amount that LANGAN is required to maintain by this Agreement.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with minimum limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request. The CLIENT agrees that it will require the construction manager, general contractor or, if the CLIENT has not retained a construction manager or general contractor, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability Insurance.

M. FORCE MAJEURE

LANGAN shall not be responsible or liable for any delays in performance or failure of performance related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other reason beyond the control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by Langan as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited. If the CLIENT

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distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN shall not be required to sign any documents that would required LANGAN to certify the existence of conditions whose existence LANGAN cannot ascertain or to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

P. TERMINATION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of termination, LANGAN shall be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

Q. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation.

R. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

S. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. The CLIENT may not assign or transfer this Agreement without the prior written consent of LANGAN. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

T. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN waive all claims and causes of action not commenced in accordance with this paragraph.

U. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

V. ENTIRE AGREEMENT

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

Appendix C

Resumes





KELLY G. RUNYON

Managing Associate III

Mr. Runyon has 35 years of experience in waste management and materials recovery design and operations. His work includes management of transfer and recycling operations, process equipment selection and testing, waste characterization studies, and feasibility studies for a variety of waste management systems. He has applied his engineering training to a broad range of problems, from the testing and evaluation of materials recovery systems to operations management at large and small transfer stations. In addition, he has prepared bid packages for improvements to solid waste and recycling facilities, and has managed and/or monitored construction projects including underground piping, paving, equipment installation, and building construction.

A number of his projects have involved handling, summarizing and analyzing very large data sets that describe disposal and recycling customers. This has included data files giving every transaction at a city's scale house for a year (Berkeley, and Santa Cruz), and lists of all residential accounts in a major city (San Jose).

Education

M.S., Mechanical Engineering, University of California, Berkeley

B.S., Mathematics, Michigan State University

Registrations

EIT, California, No. 44220

Professional Affiliations

URISA (Urban and Regional Information Systems Association)

SWANA (Solid Waste Association of North America)

Certification

SWANA Manager of Landfill Operations, 2007

Relevant Experience

Community Monitor, Altamont Landfill, Livermore, CA. Project Manager.

Under the terms of a Settlement Agreement related to the landfill's expansion, ESA and a specialty subcontractor are reviewing all data and reports submitted by the landfill to regulatory agencies, and reporting quarterly to the Community Monitor Committee. Monthly site inspections are also conducted, and a web site is maintained as a repository for reports and background information.

Construction Monitoring of Crittenden Landfill, City of Mountain View, CA. Project Engineer.

Monitored construction activities through on-site inspections and review of construction documents for preclosure site improvements. Ensured that the construction work conformed to the design engineers' intent and future regulatory requirements. The project included relocation of a mound of disposed demolition waste, known locally as "Demo Hill," which was approximately 300,000 cubic yards in volume.

Mountain View Landfill Gas Control System Upgrade City of Mountain View, CA. Project Engineer.

Served as on-site inspector and project representative for the City during a six-month project which replaced existing landfill gas extraction wells and piping with new equipment, on a closed landfill now used as a golf course. Duties included directing the construction contractor's handling and disposal of wastes generated during construction.

Crazy Horse Landfill Leachate Extraction System Renewal for the Salinas Valley Solid Waste Management Authority. Project Engineer.

Monitored replacement and renewal of groundwater extraction wells, VOC-stripping equipment, and reinjection galleries.

City of Petaluma Ellis Creek Water Recycling Facility, Petaluma, Sonoma County, CA. Site Monitor.

Supported ESA's construction monitoring role by compiling documentation, preparing reports, and monitoring site conditions and

Relevant Experience (Continued)

environmental aspects of the project, including stormwater management and wetland protection.

Construction and Demolition (C&D) Waste Processing System Comparison, South Bayside Waste Management Authority. *Project Manager.* The Authority's facilities do not have space for C&D processing, so a detailed survey of other facilities in the region was made. This included site visits and comparative evaluations of processing methods, production of marketable materials and ADC, as well as tipping fee and haul time comparisons.

Facilities and Operations Monitoring, San Carlos Transfer Station. *Project Manager.* For the public-agency owner, monthly inspections were conducted to document the condition of facilities and the quality of maintenance performed by the operator. The station is permitted for 3000 tons per day and comprises a refuse transfer building, a MRF, and a corporation yard with collection vehicle and bin maintenance shops. Inspections focused on operating efficiency as well as the condition of tipping floors, conveyors, buildings, roadways, etc.

Material Recovery Facility Planning, City of Fremont. *Project Engineer.* For a site within the City of Fremont, prepared a Materials Recycling Facility / Transfer Station site layout and facilities plan that incorporated existing utility services and transportation access to the maximum practical extent. The site is in an industrial area with an adjacent rail spur, but it also abuts a flood control channel and is close to several major surface street intersections, raising traffic concerns.

Contra Costa Transfer and Recovery Station Design and Construction, Martinez, CA. *Project Manager.* While employed at a Bay Area environmental engineering firm, Mr. Runyon served as project manager for the design and construction of the Contra Costa Transfer Station. In this design-build project, Mr. Runyon served as liaison between the design team (led by URS Engineers), the construction firm (Swinerton-Walberg) and the project owner (Acme Fill Corporation). He was also on site during construction and managed the resolution of various issues, including problems with concrete floor strength, the choice of a dust control system, emergency generator placement, etc.

San Francisco Transfer Station. *Operations Manager, Inbound Materials.* Main responsibilities included operations of six computer-controlled weigh scales, public disposal area, and construction waste sorting and materials recovery. Additional responsibilities encompassed preliminary design of improvements to materials recovery systems at the site.



PRIYA FINNEMORE

Regulatory Program Manager, ESA Bay Area

As the Regulatory Program Manager for ESA's Bay Area Region, Priya is a Project Manager and regulatory specialist with more than 15 years of experience providing guidance and representation on environmental permits for projects involving wetlands, waters, and biological resources at the federal, state and local level. Priya started her career with more than 6 years at the U.S. Army Corps of Engineers, processing permits under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act, as well as conducting interagency coordination under the many related state and federal environmental laws. As a consultant, Priya has prepared and negotiated permits and agreements according to Section 404 and 401 of the Clean Water Act, Section 10 of the Rivers and Harbors Act, and California Fish and Game Code, and has conducted interagency coordination under Section 7 of the Endangered Species Act, the National Historic Preservation Act, the Magnuson-Stevens Fishery Conservation and Management Act, and the Coastal Zone Management Act. Priya has conducted delineations of state and federal waters and wetlands, functional assessments, and riparian/riverine habitat assessments. She has routinely managed the collection and analysis of physical, biological, cultural, and graphic information for project sites and permitting efforts, and prepared environmental permit applications under the above-listed regulations. She has also prepared documentation for environmental impact assessment and mitigation measures in compliance with CEQA/NEPA.

Relevant Experience

Education

B.A., Geography, emphasis in Physical Geography, UCLA

M.A., Geography, emphasis in Coastal Geomorphology, UCLA

Specialized Training

Wetland Delineation PROSPECT course, USACOE

ESA/EFH, HGM, and Scope of Analysis PROSPECT courses, USACOE

San Antonio Backup Pipeline Project, Alameda County, CA (SFPUC).

Regulatory Permitting Project Manager. Priya is responsible for preparing permit applications in pursuit of a Nationwide Permit under Section 404 of the Clean Water Act (Corps), Section 401 Certification (RWQCB), and a 1600 Streambed Alteration Agreement (CDFG) for the San Antonio Backup Pipeline Project proposed in Alameda County. The project also requires coordination under Section 7 of the Endangered Species Act (FESA), an Incidental Take Permit under Section 2081 of the California Endangered Species Act/Fish and Game Code, and Section 106 of the National Historic Preservation Act (NHPA). The project's regulatory approach has included interagency pre-application meetings to solicit agency feedback and negotiate appropriate compensatory mitigation on a site with a complex permitting and mitigation history.

Lower Berryessa Creek Flood Control Improvements Project, Santa Clara County, CA (SCVWD).

Regulatory Permitting Project Manager. Priya is responsible for preparing permit applications in pursuit of an Individual Permit under Section 404 of the Clean Water Act (Corps), Section 401 Certification (RWQCB), and a 1600 Streambed Alteration Agreement (CDFG) for the Lower Berryessa Creek Project element of the Program-level flood control project proposed in eastern Santa Clara County. The project also requires coordination under Section 7 of the Endangered Species Act (FESA) and Section 106 of the National Historic Preservation Act (NHPA). The project's regulatory approach has included interagency pre-application meetings to solicit early agency feedback and negotiate appropriate compensatory mitigation. In support of permit applications, Priya is assisting in the development of a conceptual compensatory mitigation plan and the development of a draft Environmental

Relevant Experience (Continued)

Assessment pursuant to NEPA, including demonstration of compliance with the 404(b)(1) Guidelines. Priya also served as Technical Editor on the Biological Assessment conducted for the project, and assisted with the refinement of the CEQA document in addressing regulatory issues and responding to comments.

Doyle Drive Stormdrain Outfalls Biological Assessment, San Francisco, CA.

Regulatory Permitting Specialist. Priya coordinated and contributed to the development of a Biological Assessment suitable for interagency coordination with the National Marine Fisheries Service under Section 7 of the Endangered Species Act. The project, funded by the American Recovery and Reinvestment Act of 2009, is a part of a larger ESA effort to obtain regulatory permits, conduct construction monitoring, and prepare regulatory compliance documentation per CEQA/NEPA mitigation commitments.

Harkin Slough Pump Maintenance and Channel Improvements Project, Watsonville, CA (Pajaro Valley Water Management Agency).

Regulatory Permitting Specialist. Priya actively contributed to the development of a project design that addressed sensitive biological resources and regulatory constraints, in order to streamline the permitting process and obtain expedited approvals under the Santa Cruz Resource Conservation District's inter-agency programmatic permit. The facility required maintenance improvements to support the conjunctive use of water within an agricultural region of the Pajaro Valley Basin. Priya oversaw the expedited development of permit application materials and supporting documents, including a wetland delineation and biotic assessment, in under two months, which allowed the PVWMA to successfully accomplish their time-sensitive project goals.

Golden Gate Bridge District Ferry Terminal Facilities, San Francisco, CA.

Regulatory Permit Specialist. Priya is currently contributing to the preparation of sections within the environmental documentation (Cat. Ex/MND to fulfill NEPA and CEQA) and regulatory applications, in order to obtain environmental certification for the modification and improvement of ferry terminal facilities at San Francisco and Sausalito, to achieve compliance with the A.D.A. Regulatory approvals include the RWQCB, BCDC, State Lands Commission, and the USACE. Coordination with the Dredged Material Management Office, CDFG, U.S. Fish and Wildlife Service, and NOAA Fisheries would also be sought.

34th America's Cup EIR/EA and Permitting, San Francisco, CA.

Regulatory Permitting Specialist Priya has contributed to the preparation of regulatory permitting applications and documentation for the multi-year, high profile America's Cup race. The project requires a highly-complex regulatory effort, including numerous agency jurisdictions, overlapping authorities, and a wide range of aquatic resources. Priya has assisted in the coordination of multiple Interagency Working Group meetings to solicit ongoing agency input into the project evolution and regulatory review process.



MATT FAGUNDES

Air Quality and Noise Analyst

Matt is an environmental scientist with more than 16 years of experience evaluating potential impacts to the physical environment, particularly with regard to air quality, greenhouse gases, hazards, noise, and transportation for compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Matt has vast experience with the review of energy infrastructure and other industrial projects and has several years of experience serving as project manager and deputy project manager for such clients as Contra Costa County, the U.S. Forest Service (USFS), California Public Utilities Commission (CPUC), California State Lands Commission (CSLC), the Los Angeles Unified School District (LAUSD), and Sonoma County Waste Management Agency (SCWMA).

Relevant Experience

Education

B.S., Environmental Studies
(emphasis in Water
Technology and Hazardous
Materials Management),
Sonoma State University

Years of Experience: 16

Specialized Training

Mitigation Measure
Implementation & Monitoring,
UC Davis Extension, March
2005

The Air Pollution Model, San
Francisco State University
(SFSU), Spring 2004

Climatology Masters Seminar,
SFSU, Fall 2003

Contra Costa County, Keller Canyon Landfill, Martinez, CA. *Air Quality, GHG, and Noise Analyst.* ESA assisted Contra Costa County with the preparation of a Subsequent EIR for modifications to the landfill permit for the Keller Canyon Landfill. Matt was the lead technical analyst for air quality, greenhouse gas emissions, and noise.

Sonoma County Waste Management Agency (SCWMA), Amendments to the Sonoma Countywide Integrated Waste Management Plan, Sonoma County. *Project Manager.* Under contract to the SCWMA Matt is managing the preparation of a Supplemental Program Environmental Impact Report (SPEIR) for the Amendment to the Sonoma Countywide Integrated Waste Management Plan (CoIWMP). The amendment includes modifications to the CoIWMP Household Hazardous Waste Element and the Siting Element. Amendments to the Siting Element included a range of waste disposal options, including hauling refuse by truck to out-of-County landfills, hauling waste by rail to out-of-County landfills, and divestiture of the County waste facilities to a private firm. The final EIR was certified on February 17, 2010.

SCWMA, Sonoma County Compost Site Selection Project, Sonoma County, *Deputy Project Manager.* Under contract to the SCWMA Matt is on the management team for the preparation of the EIR for a new compost facility proposed in Sonoma County that would replace the existing compost facility at the Central Disposal Site. The EIR considered three site alternatives that were evaluated in equal level of detail. The Draft EIR was published in December 2011.

BioStar, Sonoma County Farms to Fuel Project. *Air Quality and Noise Analyst.* Matt was the air quality and noise analyst for this project, which would involve collecting organic waste that would otherwise be field-applied or hauled to a landfill, and processing the waste using anaerobic digestion to produce renewable natural gas (biomethane or biogas) that would be used as a source of energy for distribution. Solids generated in the process would be used to produce commercially viable fertilizer.

Relevant Experience (Continued)

Contra Costa County, Shell Martinez Refinery Crude Storage Tank Replacement Project EIR, Martinez, CA. Deputy Project Manager, Air Quality, GHG, and Noise Analyst. ESA assisted Contra Costa County with the initial preparation of an EIR for the Shell Oil Refinery Crude Oil Storage Replacement Tank Project in Martinez. The project called for the replacement of four crude storage tanks and one existing mix tank. The project also included the construction of a liquid oxygen tank at the Sulfur Plant. The Final EIR was certified on October 2012.

Contra Costa County, Phillips 66 Propane Recovery Project EIR, Rodeo, CA. Deputy Project Manager. ESA is assisting Contra Costa County with the preparation of an EIR for the Phillips 66 Propane Recovery Project. The project includes installation of facilities that will allow Phillips 66 to recover propane from the refining process. The Draft EIR is expected to be released for public review in the second quarter of 2013.

Contra Costa County, Vasco Winds Repowering Project EIR, Air Quality and Greenhouse Gas (GHG) Analyst. Under contract with Contra Costa County, Matt is responsible for preparation of the EIR Air Quality, GHG Emissions, and Noise sections for this windfarm repowering project. The project includes removal of 435 existing wind turbine generators and installation of 54 new larger wind turbine generators that would result in an increase in energy production of at least 150 percent above the existing generation associated with the 435 wind turbine generators. The County certified the EIR and approved the project on April 26, 2011.

Contra Costa County, Tres Vaqueros Windfarm Repowering Project EIR, Air Quality and Greenhouse Gas (GHG) Analyst. Under contract with Contra Costa County, Matt is responsible for preparation of the EIR Air Quality, GHG Emissions, and Noise sections for this windfarm repowering project. The project includes removal of 91 existing wind turbine generators and installation of 21 new larger wind turbine generators, which would result in an increase in energy production of at least 110,000 megawatt hours. Contra Costa County adopted the Final EIR in November 2011. The EIR was not challenged.

Contra Costa County, ConocoPhillips Clean Fuel Expansion Project EIR, Rodeo, CA. Air Quality Analyst. Under contract to Contra Costa County, Matt prepared the Air Quality EIR section for the Clean Fuels Expansion Project (CFEP) at the ConocoPhillips Rodeo Refinery. Matt has worked closely with the County, Bay Area Air Quality Management District (BAAQMD), and representatives of ConocoPhillips to ensure that the project's emissions offset strategies for both the BAAQMD permit, as well as for the County's CEQA compliance, is acceptable to all involved parties.



JEFFREY R. CATON, P.E., LEED® AP

San Francisco Bay Area Director, Sustainable Communities

Jeff is the Bay Area Group Leader for ESA's Sustainable Communities Group. He has more than 25 years of consulting, engineering, and business management experience and specializes in climate change and other sustainability issues. He has successfully assisted clients in a wide variety of business sectors, including construction, transportation, manufacturing, energy, mining, high tech, waste management, and defense, as well as many local, state, and federal government agencies throughout California and the United States.

Jeff's engineering expertise extends to water and wastewater treatment systems, solid waste management, soil and groundwater remediation, and ecosystem restoration. He also has extensive experience in environmental regulatory compliance, business management, corporate training and communications, and information technology development.

Jeff helps clients develop and manage their sustainability and climate change initiatives through strategy development, benchmarking, performance measurement, and various communications media. He has led efforts in public reporting and communication of environmental performance and other sustainability issues, and in aligning environmental management with organizational strategy.

Education

B.S. in Environmental Engineering, University of Michigan, Ann Arbor.

Certifications / Registrations

Registered Professional Engineer, California, # 45127

LEED Accredited Professional, US Green Building Council, 2009

Accredited Lead Verifier, AB32 GHG Reporting

Professional Affiliations

Member, Advisory Committee for Business Council on Climate Change (BC3)

Relevant Experience

City of Pleasanton, CA, Climate Action Plan, *Project Manager.*

ESA developed a Climate Action Plan (CAP) to enable the City to reduce community-wide GHG emissions and help settle two law suits related to their recent General Plan Update. The CAP scope included refining their GHG inventory and 2020 emissions projection, developing and quantifying emissions reduction measures, prioritizing measures for implementation, and designing a monitoring program. The ESA team modeled land use, housing and transportation scenarios to identify and illustrate synergistic combinations of vehicle miles traveled (VMT) reduction measures and housing strategies. The resulting land use/housing/ transportation strategies were incorporated into the General Plan concurrent with adoption of the CAP.

Union City Commercial Organics Recycling Technical Assistance, *Project Director.*

Jeff is directing the ESA team that is helping the City of Union City improve its commercial organics recycling program. ESA is selecting and contacting establishments in Union City that generate compostable wastes, and is recruiting them to participate in the Union City commercial composting program. ESA's role includes recommending changes to recycling and refuse service levels, and providing training for employees as needed. The work will provide a sound basis for realistic planning to take the best advantage of available services, reducing the transportation-related effects on climate and promoting methods for the business sector to further reduce climate impacts by reducing materials usage.

ACWMA Schools Recycling Infrastructure Program Technical Assistance, *Task Leader for Life Cycle Analysis of Food Serviceware Products*

Relevant Experience (Continued)

For several years ESA has been assisting the Alameda County Waste Management Authority (ACWMA) with a long-term program to increase recycling in school districts throughout the County. This work includes life cycle analysis of various food service and packaging products and materials, including plastics, paper, and bagasse. Based on a thorough literature review, ESA developed a comparative life cycle analysis (cradle to grave) of energy, greenhouse gases, water impacts, and developed a product calculator that helps schools make purchasing decisions based on the information.

Waste Connections, Folsom, CA, GHG Inventory Development. Senior Project Manager. Prior to his employment at ESA, Jeff worked with a national waste management company to develop their GHG inventory using elements of the General Reporting Protocol of the CCAR (supplemented with elements of the WRI/WBCSD GHG Protocol). The scope included defining the organizational boundaries of the inventory, identifying all direct and indirect sources within their boundary, developing a *de minimis* emissions strategy, assisting in data collection and management, advising the client on the most advantageous calculation methodologies and reporting strategies, and documenting assumptions and ensuring that the inventory was verifiable under CCAR's Verification Protocol.

Allied Waste Industries, GHG Inventory Development. Senior Project Manager. Developed a leading waste management company's GHG inventory in accordance with CCAR's General Reporting Protocol. Estimated avoided GHG emissions due to waste recycling, composting, and combustion of several categories of material using best practice methodology (EPA's Waste Reduction Model, or WARM).

America's Cup Sustainability Plan and Zero Waste Plan, Project Director. ESA developed several environmental and sustainability planning documents for the 34th America's Cup to be held in San Francisco in 2012 and 2013. Jeff helped develop a framework for the Sustainability Plan around several issue areas pertaining to resource sustainability and environmental stewardship, and developed a cost-benefit analysis of various strategies intended to reduce environmental impacts, improve energy efficiency, boost the local economy, and promote ecological awareness. A significant aspect of the plan is a strategy for making the event carbon neutral.

Jeremy C. Gekov, PG

**Project Geologist
Environmental Engineering**



8 years in the industry ~ 5 years with Treadwell & Rollo

Mr. Gekov has eight years of experience in the environmental consulting industry. Mr. Gekov has performed a variety of field tasks in support of soil and groundwater investigations and remediation. His responsibilities included field activities planning, site characterization, work plan and report preparation, and development of health and safety plans. He is experienced in preparation of technical reports, and many aspects of field-related activities. These field activities have included installation and abandonment of monitoring wells, CPT investigations, direct-push investigations, groundwater sampling, remedial injections, tank pulls and related sampling, soil vapor sampling and monitoring, and installation and operation of remediation systems. Mr. Gekov is experienced with various drilling methods (hollow-stem, rotary, sonic, direct-push).

Selected Projects

- Landfill Groundwater Monitoring and Compliance,
Livermore, CA
- Groundwater Investigation,
Various Sites, CA
- Groundwater Monitoring,
Various Sites, CA
- Aquifer Testing,
Various Sites, CA
- Phase I Environmental Site Assessments,
Various Sites, CA
- Soil chemical profiling and remedial excavations,
Various Sites, CA
- Soil and Groundwater Investigation and Monitoring Programs,
Various Sites, CA
- Bioremediation Projects,
Various Sites, CA
- Soil Gas Mitigation System Operations and Maintenance, San Jose, CA

Education

B.S., Geology, Sonoma State University,
Rohnert Park, California

Professional Registration

Professional Geologist (PG) in CA

8-hour Annual Refresher OSHA
Hazardous Waste Operations and
Emergency Response (HAZWOPER)
June 2009

40-hour OSHA HAZWOPER (29 CFR
1910.120), March 2005

CPR and First Aid Certification,
June 2008

Excavation Competent Person Online
Class, Construction Safety Council,
April 2008

Dorinda Shipman, PG, CHG

Principal

Environmental Engineering & Project Management



26 years in the industry ~ 15 years with Langan

Dorinda Shipman has 26 years of experience as a senior manager and hydrogeologist. Her previous experience managing U.S. Navy base cleanup work has been augmented by managing environmental work at the three large military base conversions underway in the Bay Area. Her expertise encompasses real estate property transfer and redevelopment, as-needed environmental services, groundwater investigation and cleanup, soil gas and vapor intrusion assessments, well field development and protection, and litigation support. She also directs groundwater-flow modeling and fate and transport modeling for risk assessments, remedial design, and system optimization. She has worked with EPA Region IX, Cal-EPA DTSC, RWQCB, and numerous county regulators.

Selected Projects

Altamont Landfill Community Monitor Project, Livermore, CA
 Hunters Point Shipyard Transfer, San Francisco, CA
 Landfill 4/Fill Site 5 Clean Closure Presidio of San Francisco, CA
 Baker Beach Disturbed Areas 3 and 4, Presidio of San Francisco, CA
 Fill Site 6, Presidio of San Francisco, CA
 Contra Costa Sanitary Landfill, Antioch, CA
 Pier 70 Brownfield Investigation and Remedial Planning, Port of San Francisco, CA
 Brownfields Site Redevelopment, Stockton, CA - 2008 EPA Region 9 Phoenix Award Winner
 915 DeGuigne Superfund Redevelopment, Sunnyvale, CA
 Groundwater Modeling and Data Management, City of Lodi, CA

Selected Publications, Reports, and Presentations

2011 "Municipal Risk Management of Early Transfer Parcels for Redevelopment and Reuse at Hunters Point Shipyard" Battelle International Symposium on Bioremediation and Sustainable Environmental Technologies (with Amy Brownell and Sigrida Reinis)

2008 "A Biobarrier Case Study Using Non-Emulsified Vegetable Oil", 6th International Conference on Oxidation & Reduction Technology for In-Situ Treatment of Soil and Groundwater (with Philip Smith, Chris Glenn and Richard Banks).

2000 "Dewatering Evaluation for High-Rise Tower Construction," The Professional Geologist, August/September (with Philip G. Smith)

1996 "Characterization and Remediation of a Fuel Oil Plume," proceedings of the Non-Aqueous Phase Liquids (NAPLs) in Subsurface Environment: Assessment and Remediation Conference, American Society of Civil Engineers (ASCE) National Convention, Washington D.C. (with Stacey R. Leake)

Education

M.S., Geology (Hydrogeology Option), Wright State University, 1989

B.S., Geology (cum laude), Ohio University, 1984

Professional Registration

Professional Geologist in California, 1992
 Certified Hydrogeologist in California, 1995

Affiliations

National Groundwater Association
 Groundwater Resources Association of California

Varinder S. Oberoi, PE

Hydrogeologist



20 years in the industry ~ 7 years with Langan

Mr. Oberoi has over twenty years of professional experience in the environmental and civil engineering fields including responsibilities as a project manager, hydrologist, technical adviser, and engineer. As a technical advisor and Hydrogeologist, Mr. Oberoi has been responsible for the review and evaluation of local and regional flow models to determine their accuracy and applicability. He has developed subsurface site models for simulating groundwater flow and evaluating contaminant fate and transport in groundwater and other media. These models are critical tools used in water resource planning, wetland mitigation, landfill siting and design, and determining appropriate corrective action remedies for contaminants. Mr. Oberoi has also conducted aquifer tests, aquifer characterization and water quality studies, dewatering assessments, and limited pilot testing for in-situ technologies at solvent and petroleum hydrocarbon-impacted sites. He has also used analytical and numerical models as tools in multi-party litigation projects where cost allocation is required in the attribution of liability to the responsible parties.

As an Engineer, Mr. Oberoi has performed civil and geotechnical design of landfills, and also been involved in the planning, design and development of airport pavements, buildings and foundations. He has provided technical oversight and construction management for numerous excavations, grading and other earthwork projects. As a Project Manager, Mr. Oberoi has managed several dewatering projects for developers, and site assessment and characterization projects for several petroleum retail sites. His responsibilities as a Project Manager have included project management, budget estimation, contract negotiation, regulatory negotiation and permitting, and report presentation.

Selected Projects

- Quantitative Modeling, Optimization of City of Lodi Well Field, & Feasibility Evaluation of Remedial Technologies, City of Lodi, CA
- Groundwater and Stratigraphic Modeling for Evaluation of Subterranean Construction on Existing Dewatering Systems, SFMTA, CA
- Quantitative Groundwater Flow and Contaminant Fate and Transport Modeling, Casmalia Landfill, CA
- Quantitative Groundwater Flow Modeling and Evaluation of Capture 7 Containment Systems, Munisport Landfill, Miami, FL
- Dewatering Analysis and Design, Major Developers, San Francisco Bay Area and Los Angeles, CA
- Landfill Design including design and evaluation of leachate systems using HELP, and development of specifications for design & construction management, Cerbat Landfill, AZ
- Groundwater Flow Evaluation, ABARCA, Merced County, CA
- Groundwater Supply Evaluation, Inyo County Planning Department, Inyo County, CA
- Numerical Evaluation of Remedial Alternatives, Fort Ord Facility, CA

Education

M.S., Civil/Environmental Engineering, (Minor – Hydrogeology), Syracuse University, 1992

B-Tech., Civil Engineering, IIT-Delhi, India, 1986

Professional Registration

Professional Engineer in California, 2006

Modeling Platforms

Groundwater Modeling System (GMS), Groundwater Vistas (GV), Visual MODFLOW (VM), Surfacewater Modeling System (SMS), Watershed Modeling System (WMS)

Numerical Groundwater Flow/Fate and Transport

Models MODFLOW2000, MODFLOW-SURFACT, FEFLOW, FEMWATER, FLONET/TRANS, MODPATH, MT3DMS, RT3Dv2.5, SUTRA, PATH3D, SOLUTRANS, BIOPLUME III

Analytical Groundwater Flow, Fate/Transport and Capture Zone Models

WinFLOW, QUICKFLOW, PRINCE, ODAST, TDAST, PLUME2D, PLUME3D, AT123D, BIOSCREEN, BIOCHLOR, Well Head Protection (WHPA), CAPZONE, GWPATH

Vadose Zone/Leaching and Aquifer Characteristics/Water Quality Models

HELP, SESOIL (using RISKPRO), VLEACH, AQTESOLV, AQUACHEM

Varinder S. Oberoi, PE

Quantitative Evaluation of Potential Impacts to the Owens River Riparian Corridor and Fish Slough Wetlands, Desert Aggregates and County of Inyo, Inyo, CA

Optimization of Existing Remedial System and Management of City Well Field, Former UTC Facility, Zanesville, OH

Project Manager for Quantitative Modeling, Major Developer, Fillmore, CA

Numerical Simulation of Well and Trench Barrier System, Munisport, Miami, FL

Quantitative Groundwater Flow and Contaminant Fate and Transport Modeling [BP-Odessa (TX), National (Santa Clara, CA), CDOT-MTL Facility (Denver, CO), OSP (Salem, OR), Unisys (MI), Chevron (Cambria, CA), Strawberry Field Estates (RI)]

Analytical Fate And Transport Modeling Courtaulds (Berkley, CA), Syntex (MI), HP (Sunnyvale, Fountaingrove, and Deer Creek, CA), Chevron Fuel Terminal (Banta, CA), and Rhodia (Richmond, CA)

Leachate/Unsaturated Zone Modeling and Evaluation of Soil Cleanup Goals, Agricultural Chemical Sites (Agrium) Oxalis, CA and Other Sites in CA, MN, and OH

Aquifer and Site Characterization Activities, Sites in CA

Hydrogeological Analysis, Hillview-Porter Superfund Site, Palo Alto, CA

In-Situ Testing, Former Retail Gas Station, San Lorenzo, CA

Preparation of RAWP and Field Program Management, Brownsfield Site, Emeryville, CA

Project Manager for Site Redevelopment, Heidelberg, San Francisco, CA

Construction Management, HP-Sunnyvale, California and Allied Sysco, Hayward, CA

Litigation Support for Cost Allocation, Burbank Operable Unit, Burbank, CA

Litigation Support for Mediation, Hillview-Porter Regional Site, Palo Alto, CA

Planning and Design of Remediation Systems and Other Relevant Experience, Several Sites in CA

Construction Management of Airports and Highways, Sites in India

Selected Publications, Reports, and Presentations

2008 Oberoi, V.S., M. Chendorain, M., P. Hubbard, R. Prima, W. Sandelin, C. Swimley. City-Wide Groundwater Modeling for Remediation and Management – City of Lodi. Proceedings – California Central Valley Groundwater Modeling Workshop, July.

Noel Liner, PG, QSD

Senior Staff Geologist Environmental Engineering



8 years in the industry ~ 3 years with Treadwell & Rollo

Noel Liner has been working in environmental and geotechnical consulting since 2001. Noel's experience includes high volume production well development oversight, soil and groundwater investigations and remediation projects, Phase I Environmental Site Assessments, review of proposed infrastructural projects and contributing author of EIRs through CEQA, and Phase II investigations including project management, contractor oversight, scoping budgets and generating proposals, performing field work, client and regulatory interaction, analyzing laboratory, hydrologic and other site-specific data and generating site investigation reports to meet regulatory environmental criteria. Noel holds certifications in the State of California as a Professional Geologist and a Qualified Stormwater Pollution Prevention Plan Developer.

Selected Projects

Groundwater Development and Environmental Investigations

Altamont Landfill Community Monitor Project
Livermore, CA

1104 Main Street Cook's Collision Groundwater Monitoring and Reporting
Redwood City, CA

VA Palo Alto Hospital, Soil and Groundwater Characterization
Palo Alto, CA

Groundwater Supply Evaluation Project
Mountain View, CA

Soil and Groundwater Remedial Investigation
Portland, Oregon

Groundwater Contaminant Plume Migration
Orange County, CA

Livermore Arcade Shopping Center Groundwater Investigation
Livermore, CA

De-Sabla Watershed Soil and Groundwater Investigations –
PG&E Hydroelectric Facilities
Butte and Plumas Counties, CA

Municipal Supply Well, Fillmore, California
City of Fillmore, CA

Cerro Blanco Geothermal & Dewatering Production Well Installations Asuncion
Mita de Jutiapa, Guatemala

Truckee Meadows Water Authority, Carson City Public Works Department and
Truckee-Donner Public Utility District Production Well Installations
Reno, NV

Preservation Ranch Residential Supply Well
Gualala, CA

Bijou Erosion Control Project and Groundwater Monitoring
South Lake Tahoe, CA

Caspar Creek Water Quality and Stream Study
Fort Bragg, CA

Alten Construction Stormwater Pollution Prevention Plan – 2035 40th Avenue
Oakland, CA

Education

M.S., Geology,
Western Washington University, 2005

B.A., Geology,
Humboldt State University, 2000

Continuing Education

Introduction to Geographic Information System (GIS) continuing education (San Francisco State University 2007)

NEPA/CEQA continuing education (UC Berkeley 2007)

Probabilistic Cost Estimation (Langan 2011)

Project Management Financial Responsibilities, Scheduling, and Cross-selling (Langan 2012)

New Jersey Environmental Workshop (Langan, 2012)

Groundwater Pollution and Hydrology Course (Princeton Groundwater, March 2013)

Total PCB and Congener Analysis – Method Selection and Data Utilization (Test America Webinar, April 2013)
40 hour OSHA HAZWOPER

Professional Registration

Professional Geologist in California, 2010

Qualified Stormwater Pollution Prevention Plan Developer (QSD), State of California

Affiliations

Association of Environmental and Engineering Geologists, San Francisco Section (AEGSF)

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EXHIBIT B**INSURANCE COVERAGE****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. 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:

1. 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.
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability:
\$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability:
\$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City of Livermore. At the option of the City of Livermore, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Livermore, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City of Livermore guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees and designated volunteers are to be covered as insureds as respects: 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 City of Livermore, its officers, officials, employees or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Livermore, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Livermore, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the City of Livermore, its officers, officials, employees or volunteers.
 4. 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.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the City of Livermore.

Verification of Coverage

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



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
NCRA

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