



# COMMUNITY MONITOR COMMITTEE

## *Altamont Landfill Settlement Agreement*

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

### AGENDA

[www.altamontcmc.org](http://www.altamontcmc.org)

#### VOTING MEMBERS

Ben Barrientos  
*City of Livermore*

Jeff Nibert  
*City of Pleasanton*

Donna Cabanne  
*Sierra Club*

Alexandra Hoffmann-Bradley  
*Northern California  
Recycling Association*

#### NON-VOTING MEMBERS

Marcus Netz  
Sonam Kaur  
Blaine Harrison  
*Waste Management  
Altamont Landfill and  
Resource Recovery  
Facility*

Arthur Surdilla /  
Ryan Hammon /  
David Madieros  
*Alameda County*

Robert Cooper  
*Altamont Landowners  
Against Rural  
Mismanagement (ALARM)*

#### STAFF

Judy Erlandson  
*City of Livermore  
Public Works Department*

Anna Zamboanga  
*City of Livermore  
Recycling Specialist*

DATE: **Wednesday, October 9, 2024**

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

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

1. Call to Order
2. Introductions
3. Roll Call
4. Approval of Minutes (From July 10, 2024)
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 Responses to Committee Member Questions**
- 6.2 Water Board Requests**
- 6.3 Review of Documents on GeoTracker web site**
- 6.4 Review of Reports from ALRRF**
- 6.5 PFAS Updates**
- 6.6 Reports from Community Monitor**
- 6.7 2024 Draft Annual Report Topics**
- 6.8 2025 Committee Meeting Schedule**
- 6.9 Request for Proposal**
- 6.10 Announcements (Committee Members)**

#### 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 Monitor Committee meeting is tentatively scheduled to take place at 4:00 p.m. on **January 8, 2025**, at 3500 Robertson Park Road, Livermore.

#### Informational Materials:

- Community Monitor Roles and Responsibilities
- List of Acronyms
- Draft Minutes of July 10, 2024

**City of Livermore**  
**HOW TO PARTICIPATE IN A COMMUNITY MONITOR COMMITTEE MEETING:**

**You can participate in the meeting in a number of ways:**

The **Community Monitor Committee Agenda and Agenda Reports** are prepared by the Community Monitor and City staff and are available for public review on Wednesday evening, seven days prior to the Community Monitor Committee meeting at the Maintenance Service Center, 3500 Robertson Park Road, Livermore. The agenda is also available at <http://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 at the Maintenance Service Center, 3500 Robertson Park Road, Livermore, and included in the agenda packet available at <http://altamontcmc.org/>.

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 CONTACT THE ADA COORDINATOR AT [ADACOORDINATOR@LIVERMORECA.GOV](mailto:ADACOORDINATOR@LIVERMORECA.GOV) OR CALL (925) 960-4170 (VOICE) OR (925) 960-4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.

**Submission of Comments Prior to the Meeting:**

**Email Comments** may be submitted by the public to the City of Livermore Public Works Department via email at [SolidWaste\\_Recycling@livermoreca.gov](mailto:SolidWaste_Recycling@livermoreca.gov). Items received by 12:00 pm on the day of the meeting will be provided to the Committee and will be available on the meeting agenda prior to the meeting. These items will not be read into the record.

**Submission of Comments During the Meeting:**

During the meeting, the Open Forum agenda item is an opportunity for the public to speak regarding items not listed on the agenda. Speakers may also provide comments on any item listed on the agenda. Speakers are limited to a maximum of 500 words per person, per item. The Committee is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the Committee may place it on a future agenda or direct staff to work with you and/or report to the Committee on the issue.

For questions regarding the Community Monitor Committee, please contact Public Works at (925) 960-8015.

## **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 CalRecycle acronyms page:

<https://www.calrecycle.ca.gov/lea/acronyms>.

Updates will be provided as needed. This list was last revised on March 22, 2024.

### **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  
CDFW – California Department of Fish and Wildlife (formerly California Department of Fish and Game or CDFG/DFG)  
CDRRR – California Department of Resources Recycling and Recovery, or CalRecycle  
CIWMB – California Integrated Waste Management Board (predecessor to CDRRR – see above)  
CVRWQCB – Central Valley Regional Water Quality Control Board  
CMC – Community Monitor Committee  
DTSC - Department of Toxic Substances Control  
DWR – Department of Water Resources  
EMP – Evaluation Monitoring Plan  
EPA – United States Environmental Agency  
LEA – Local Enforcement Agency (i.e., County Environmental Health)  
RWQCB/Water Board – 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  
TASW – Treated Auto Shredder Waste

### **Water Quality Terminology**

BMP – Best Management Practice – A general term to identify effective means of pollution control, especially in the contexts of stormwater and air quality.  
IDL – Instrument Detection Limit – The smallest concentration of a specific chemical, in reagent grade water, that can be detected, with 99% confidence, with the detection instrument (e.g., the mass spectrometer).  
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.  
MDL – Method Detection Limit – The smallest concentration of a specific chemical, in a sample that contains other non-interfering chemicals, that can be detected by the prescribed method, including preparatory steps such as dilution, filtration, digestion, etc.  
NAL – Numeric Action Level – A concentration of a stormwater pollutant above which, the discharger must plan to reduce this concentration.  
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.  
SWPPP – Storm Water Pollution Prevention Plan

Substances or Pollutants

ACM – asbestos-containing material

ACW – asbestos-containing waste

ADC – Alternative Daily Cover. For more information:

<https://www.calrecycle.ca.gov/lgcentral/basics/adcbasic>

BTEX – benzene, toluene, ethylbenzene, and xylene (used in reference to testing for contamination)

CH<sub>4</sub> – methane

CO<sub>2</sub> – carbon dioxide

COD – Chemical Oxygen Demand – A measure of the degree to which a wastewater discharge can deplete the oxygen in a body of water.

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

PFAS – Per- and polyfluoroalkyl substances

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)

CDO – Cease and Desist Order

ColWMP – 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 ColWMP)

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, which involves forming a pile of compostable materials and causing air to move through the pile so that the materials decompose aerobically.

AQI – Air Quality Index

BGS – below ground surface

BMP – Best Management Practice

CASP – Covered Aerated Static Pile (ASP) composting

CEQA – California Environmental Quality Act

CERCLA – Comprehensive Environmental Response, Compensation, and Liability Act

CL – Concentration Limit (statistical limit of background concentrations for specific constituents in groundwater monitoring wells)

CQA – Construction Quality Assurance (relates to initial construction, and closure, of landfill Units)

CY – cubic yards

GCL – geosynthetic clay liner

Rev. 03/22/2024



General Terms (continued)

GPS – Global Positioning System

IC engine – Internal combustion engine

LCRS – leachate collection and removal system

LEL – lower explosive limit

LMR – Landfill Methane Regulation

mg/L – milligrams per liter, or (approximately) parts per million

NAAQS – National Ambient Air Quality Standards

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.

RCRA – Resource Conservation and Recovery Act

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

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# COMMUNITY MONITOR COMMITTEE

## *Altamont Landfill Settlement Agreement*

Minutes of July 10, 2024

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### **DRAFT**

1. Call to Order  
The meeting came to order at 4:35 PM.
2. Roll Call  
Members Present: Donna Cabanne, Sierra Club; Ben Barrientos, City of Livermore; Jeff Nibert, City of Pleasanton; Ryan Hammon, Alameda County Department of Environmental Health (LEA); Marcus Netzt II, Sonam Kaur, Altamont Landfill and Resource Recovery Facility (ALRRF)  
  
Absent: Alexandra Hoffmann-Bradley, Northern California Recycling Association (NCRA); Robert Cooper, Altamont Landowners Against Rural Mismanagement (ALARM)  
  
Staff: Judy Erlandson, Anna Zamboanga, City of Livermore; Dorinda Shipman, Grace Stafford, Langan/Community Monitor  
  
Others: Matthew Southworth (StopWaste)
3. Introductions  
All those present introduced themselves.
4. Approval of Minutes of April 10, 2024 meeting  
Mr. Nibert moved approval, Mr. Barrientos seconded, and the minutes were approved 3-0; Alexandra Hoffmann-Bradley was absent.
5. Open Forum  
There was no open forum discussion.
6. Matters for Consideration
  - 6.1 Altamont Community Monitor Budget  
Ms. Stafford reviewed item 6.1. She explained that Langan has been conducting necessary work not considered in the original budget, such as review and communication regarding Fill

Area (FA) 2 expansion and recent Notice of Violation (NOV). Ms. Stafford shares Langan's proposed budget saving measures to the CMC including limiting PFAS research to directives applicable to landfills, reducing meeting frequency from quarterly, eliminating the graph visual for the Air Emissions Report, and migrating to electronic access for Class II soil profile review. She also mentions moving the meetings to a virtual format to save budget. Ms. Erlandson notes the City can't accommodate a virtual format. Ms. Cabanne objects to reducing meeting frequency citing it would limit ability to timely alert the public and review data, but agrees with the remaining proposed items. Mr. Barrientos objects to reduced meeting frequency and agrees with graph elimination and asks how much money would be saved if meetings were reduced to semi-annual. Ms. Stafford says it'd be on the order of \$5,000. Mr. Nibert agrees with changing the soil profile review process. Ms. Cabanne asks that Langan come to the October 2024 meeting with a revised Class II review process. Ms. Kaur requests Langan send her an email to coordinate the Class II review process. Mr. Nibert asks Langan if Exhibit A of the Settlement Agreement accurately reflects ongoing required community monitor scope. Langan will review and report back during October 2024 meeting. Ms. Cabanne requests that Langan document how many hours are required for Langan review of the additional documents generated by the NOV.

Ms. Cabanne makes a motion to ask Langan to eliminate the Air Emissions Report graph, move towards an electronic soil profile review process, and limit PFAS research to directives applicable to the landfill. Ms. Cabanne, Mr. Nibert, and Mr. Barrientos approve the motion.

Mr. Nibert requests numbers for how much these three items will save in budget and closes item 6.1.

## 6.2 Responses to Committee Members Questions

Ms. Stafford reviewed item 6.2. Answers to committee member questions about point of compliance wells, surface emission exceedances and the Clean Air Act, evapotranspirative cover performance, monitoring well updates, offsite litter mitigation, Regional Water Quality Control Board (Water Board) items, and dust mitigation measures were discussed. Ms. Cabanne asked if the Inflation Reduction Act Clean Air Act amendments apply to liquified natural gas and Ms. Stafford noted Langan does not believe so based on limited resource review. Ms. Cabanne requests an update on the ET report status, concentrations in wells E-20B, E05-R, and MW-9, and the solidification basin construction in October. Ms. Cabanne notes she is concerned with the high winds generating dust and ask if any additional measures are being implemented to mitigate dust. Mr. Netzt responds that WMAC is in compliance with dust mitigation measures.

Mr. Nibert closes item 6.2.

## 6.3 Water Board Requests

Ms. Stafford reviewed the Water Board request table. Ms. Cabanne asked if NOV/Area of Concern (AOC) item 2A has been completed. Ms. Kaur says it was done immediately and WMAC will distribute a notification. Ms. Cabanne requests that Ms. Kaur send Langan a date of completion to add to the table, and completion dates related to the NOV/AOC be updated for the October meeting. Ms. Cabanne comments that WM be sure to follow up and resolve the NOV items because if they are not resolved, it becomes more serious and could become

a Cease and Desist Ordinance (CDO). Mr. Nibert asks if there have been other instances to interpret as substantial noncompliance in the definition of the Settlement Agreement to guide interpretation. Ms. Erlandson says that other than the 2023 NOV, there has not been an ask for additional funding on the project since she started in 2008.

Mr. Nibert closes item 6.3.

#### 6.4 Review of Documents on GeoTracker web site

Ms. Stafford provided a summary of the items from the GeoTracker Review table. Ms. Cabanne asks if the Item 7 Geosyntec groundwater concentration report is available. Ms. Stafford says it that is unknown. Ms. Cabanne requests an update in October.

Mr. Nibert closes item 6.4.

#### 6.5 PFAS Update

Ms. Shipman provided a summary of the new information. Ms. Cabanne notes that PFAS will remain a critical issue and may apply to landfills in the future. Ms. Cabanne requests that PFAS continue to be tracked and that Langan identify if any CERCLA PFAS have been detected at the landfill.

Mr. Nibert closes item 6.5.

#### 6.6 Reports from Community Monitor

Ms. Stafford summarized item 6.6, Reports from the Community Monitor. This includes the Altamont Monthly Operations and Records Review, such as Class 2 soil file reviews, tonnage reports and site visits. Ms. Stafford presented each report. Ms. Cabanne asks what the timeframe is for placing alternative daily cover (ADC) and at what point if it is unused it must become refuse. Ms. Stafford notes Langan will provide an answer at the October meeting.

The Committee requests that Langan provide a construction status update of the SP-7 pond in October.

Ms. Cabanne requests that ESA review the SJKF burrows item, noting that she is aware of individuals in the area having seen SJKF in the area since Covid. Mr. Nibert notes that the Open Space Committee conducts studies in the area for SJKF and a report was produced with observations and that the Friends of Open Space and Vineyards open space committee can be contacted for the report.

Mr. Nibert asks how ESA's suggestion of discussing the SJKF performance standard metric modification with resource agencies would be done. Ms. Cabanne replies that these actions will be completed for the FA2 expansion.

Ms. Cabanne comments that moving forward, the mitigation credit should go to a bank in Alameda County in the vicinity of the landfill to benefit the area near the landfill.

Mr. Nibert asks how truck rollovers are handled. Mr. Netzt says the customer calls a tow truck who rolls the bed upright and the customer returns to the road.

Mr. Nibert closes item 6.6.

6.7 Announcements

There were no announcements from the committee.

7. Agenda Building

No agenda items were proposed.

8. Adjournment

The meeting was adjourned at 5:57 p.m. The next meeting will be held on Wednesday October 9, 2024, at 4:00 p.m. at the Livermore Maintenance Services Center at 3500 Robertson Park Road.

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1814 Franklin Street, Suite 505 Oakland, CA 94612 T: 510.874.7000 F: 510.874.7001

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**To:** ALRRF Community Monitor Committee

**From:** Langan – Community Monitor

**Date:** October 9, 2024

**Re:** **CMC Meeting of 10/9/2024 - Agenda Item 6.1 - Responses to Committee Members' Questions**

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Questions from the July 10, 2024 meeting unless otherwise stated.

1. Settlement Agreement Exhibit A

Mr. Nibert asked Langan if the tasks listed in Exhibit A of the Settlement Agreement are still appropriate to the scope of work being conducted. Exhibit A does not outline the scope of work being conducted by Langan, it outlines the conditions of the approved use permit for the landfill. Section 5.7, however, relates to the Community Monitor scope of work which has guided the tasks that Langan performs. Section 5.7 accurately reflects the scope of work being conducted by Langan.

2. Alternative Daily Cover Life Span

Ms. Cabanne asked Langan if there is a specified number of days that Alternative Daily Cover (ADC) exists as unused cover that it must become refuse.

According to WM, there isn't a set number of days that ADC can remain before being classified as refuse. WM operational plans allow for ADC to sit for several days before being used in cover operations. Although the regulations don't specify an exact timeframe, they do emphasize managing ADC properly to avoid issues like odors, vectors, and blowing litter. WM operations manager, Luis Rocha, confirmed that WM typically uses ADC within the day.

3. Class II Soil Profile Review Process Update

The committee asked for an update on the revised Class II soil profile review process.

Langan has worked alongside WM to streamline the Class II Soil Profile review process. Langan and WM have worked out a system where WM is to provide Langan with monthly soil profiles, so that Langan can review the profiles periodically and from their office.

4. Budget Modification

Mr. Nibert requested that numbers be shared for how much budget would be saved by eliminating the Air Emissions Report graph, streamlining the soil profile review process, and narrowing the focus of PFAS research.

Langan estimates that the implementation of these budget saving measures would save approximately \$6,500 over a 12-month period.



5. SP-7 Pond Construction

Ms. Cabanne asked about the status of construction at "SP-7" because in the 2023 Annual Report prepared by Kleinfelder, it is stated that feature SP-7 was not vegetated and did not contain any standing water and that heavy equipment was being used to re-contour the feature.

Kleinfelder defines SP-7 as "stock pond" 7, however, in a conversation with WM, they describe the overall feature as SB-F or storm basin F. This is a feature that WM uses to collect stormwater samples from. WM is not aware of any construction at this feature currently.

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1814 Franklin Street, Suite 505 Oakland, CA 94612 T: 510.874.7000 F: 510.874.7001

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**To:** Community Monitor Committee

**From:** Langan – Community Monitor

**Date:** October 9, 2024

**Re:** **CMC Meeting of 10/9/24 – Agenda Item 6.2 – Central Valley Regional Water Quality Control Board (CVRWQCB) Requests Progress Update**

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The Central Valley Regional Water Quality Control Board (CVRWQCB) issued Cease and Desist Order<sup>1</sup> (CDO) R5-2021-001 for the ALRRF on April 22, 2021. In the CDO, the CVRWQCB alleged the ALRRF was being operated outside of applicable federal and state regulations, and the Waste Discharge Requirements (WDRs). The CDO provided a list of various items the Discharger (ALRRF) had performed out of compliance and also provided a time schedule with specific requirements to compel the Discharger to resolve past compliance issues, achieve compliance with Title 27 and the WDRs, and conform to its Notice of Applicability (NOA) in a time frame acceptable to the CVRWQCB.

Table 6.2.2 provides an update of the CVRWQCB requests, including the requirements outlined in the CDO, the expected completion timeline and progress that has been made on each item. Any Areas of Concern (AOCs) or Violations that were included in the previous packets that have been resolved are not included in the updated table.

The Community Monitor will continue to review items on GeoTracker and discuss with WMAC during site visits to provide updates on the work and deliverables requested by the CVRWQCB.

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<sup>1</sup> According to California Water Code Section 8701.2 - Cease and desist order, if the Water Board or executive officer determines that any person or public agency has failed to adequately respond to a notice of violation, the board or executive officer may issue an order directing that the person or public agency to whom the notice of violation was issued to cease and desist. A cease and desist order is an order by an administrative agency that requires certain practices specified to stop.

**Table 6.2-2**  
**Tracking Table for Water Board Requests**  
**Altamont Landfill Resource and Recovery**  
**Livermore, CA**

CMC Meeting of 10/9/2024- Agenda Item 6.2  
Langan Project: 750657604  
September 2024

Task	Due Date	Completed	Comments
8. Update corrective action financial assurance cost estimates for FA1 and FA2	<del>7/21/2021</del> 3/1/2022	Yes, submitted 2/25/2022	Revised cost estimates were approved by the CVRWQCB on 4/21/2022.
9. Report outlining the LFG extraction wells operations as part of the Corrective Action Program to address the LFG impacts outside the limits of FA1	5/22/2021	Yes, submitted 5/21/2021	
10. Submit a Report of Waste Discharge to install off-waste liquid solidification basins	10/19/2021	Yes, submitted 10/19/2021	
11. Report Installation and operation of new off-waste footprint solidification basins	After completion of installation	Ongoing	
12. Notify the CVRWQCB 30 days prior to removal of interim monitoring devices	Ongoing during Fill Area 2 expansion	Ongoing	
<b>Violations or Areas of Concern (AOCs)</b>			
1. To address the violations issued by the CVRWQCB on June 10, 2024, the discharger shall:			
(a) Ensure leachate returned to FA1/Unit 2 for dust control is applied at the minimum amount necessary for dust control.	Immediately	Completed	
(b) Submit a proposal and timeline to install containment system for the leachate collected at Seep B and C collection point to prevent discharge and ponding of leachate atop FA1/Unit 1.	7/30/2024	Completed	WM proposing to construct secondary containment in the loadarea area using combination of HDPE liner and drainage gravel by October 31, 2024.
(c) Document the removal of ponded leachate and leachate stained/impacted daily or intermediate cover soil from atop FA1/Unit 1 and FA2/Unit 2, as well as soil replacement, with clean soil, and regrading to ensure adequate cover thickness and drainage.	7/30/2024	Completed	
(e) Ensure daily cover is applied across all waste at least every 6.5 days	Continuous	Completed and ongoing	Active implementation - WM has implemented a more frequent application of daily cover and conducted a retraining session for onsite management focusing on application of intermediate cover.
2. Per the June 10, 2024 NOV, notify the CVRWQCB of progress made on the AOCs listed below:			
(a) AOC 1 - Repair broken LFG extraction line observed atop LF1/Unit 1 and provide documentation	As soon as repair is complete	Completed	LFG extraction line observed was abandoned lateral line, and part of older decommissioned system. Line was cut, capped and covered.
(b) AOC 2 - All liquids, including tank washout, discharged into the Facility's solidification basins, must be discharged directly into the defined limits of each basin	Continuous	Completed and ongoing	ALRRF will ensure that all liquids, including tank wash out, discharged into the facilities solidification basins, are directed exclusively into the defined limits of each basin.
(c) AOC 3 - Enhance windblown litter controls and clean up. Reduce the size of the open disposal face and the application of daily cover over waste more frequently than every 6.5 days as a best management practice and improved housekeeping.	Continuous	Completed and ongoing	Active implementation - WM has implemented a more frequent application of daily cover and conducted a retraining session for onsite management focusing on application of intermediate cover.

**Table 6.2-2**  
**Tracking Table for Water Board Requests**  
**Altamont Landfill Resource and Recovery**  
**Livermore, CA**

CMC Meeting of 10/9/2024- Agenda Item 6.2  
Langan Project: 750657604  
September 2024

Task	Due Date	Completed	Comments
<b>Cease and Desist Order (CDO) R5-2021-001</b>			
1. Update the Sampling and Analysis Plan for the interim POC detection monitoring program	7/21/2021-4/4/2022	Yes, revised plan submitted on 4/4/22	
2. Revise the background water quality values and update the concentration limits (CLs)	4/21/2022	Yes, submitted on 5/13/22	
3. Install groundwater monitoring wells (interim and final) for FA2			
(a) Work plan to install the groundwater monitoring wells (interim and final) for FA2	7/21/2021	Yes, submitted on 7/20/21	
(b) Install Interim POC Wells	2021-2024	Ongoing	
(c) Report installation within 60 days of installing any new groundwater monitoring well or soil gas monitoring well.	Ongoing	Ongoing	
(d) Install Final Permanent FA2 limit wells	2021 and 2022	Yes, installation report submitted on 12/2/2021	
(e) Report installation within 60 days of installing any new groundwater monitoring well or soil gas monitoring well.	Ongoing	Ongoing	Monitoring well installations have been reported within schedule.
(f) Implementation of a Water Quality Monitoring and Response Program for FA2 Unit 1		Yes, completed with the SAP revisions and new monitoring well network.	
4. Install soil gas monitoring wells (interim and final) for FA1 and FA2			
(a) Work plan to install the soil gas monitoring wells (interim and final) for FA1 and FA2	7/21/2021	Yes, submitted on 8/3/2021	
(b) Install Interim Monitoring Wells FA1	Week of May 31, 2021	Yes, submitted on 7/20/21	
(c) Install Interim Monitoring Wells FA2	9/21-10/21; 2021-2024	Ongoing	Same schedule as item 3(b).
(d) Report installation within 60 days of installing any new groundwater monitoring well or soil gas monitoring well.	Ongoing	Ongoing	Monitoring well installations have been reported within schedule.
(e) Install Final Monitoring Wells		Yes, installation report submitted on 12/2/2021	
5. Surface Water Monitoring Plan to conduct surface water monitoring for surface water flowing out of FA2	7/21/2021	Yes, submitted on 7/16/21	
(a) Surface Water Monitoring		Yes, Second Semiannual 2021 results submitted on 2/1/22	
6. Document the results of the MW-4A evaluation monitoring program (including groundwater and soil gas sampling) in separate corrective action status reports to be submitted semi-annually	8/1/2021	Yes, second report submitted on 2/1/22	
7. Groundwater and soil gas monitoring network along the northern and eastern limits of FA1			
(a) Work plan to install the groundwater and soil gas monitoring network along the northern and eastern limits of FA1	6/21/2021	Yes, submitted 5/10/2021; approved 5/19/2021	
(b) Install groundwater and soil gas monitoring network along northern and eastern limits of FA1	Week of May 31, 2021	Yes, submitted on 8/3/2021	

**Table 6.2-2**  
**Tracking Table for Water Board Requests**  
**Altamont Landfill Resource and Recovery**  
**Livermore, CA**

*CMC Meeting of 10/9/2024- Agenda Item 6.2*  
 Langan Project: 750657604  
 September 2024

Task	Due Date	Completed	Comments
(d) AOC 4 - Submit report documenting cleanup from leaking LSI-3 pump. Include proposal and timeline to install secondary containment for the LSI-3 leachate pump transfer line.	8/1/2024	Completed	This has been completed and will be reported with reporting due on August 1, 2024.
(e) AOC 5-12 - These AOCs may be considered as winterization work. Repair as practical.	10/31/2024, final report due 11/14/2024	Ongoing	Winterization work for 2024 will begin early. Discussions of winterization to begin in August.
(f) AOC 13 - CVRWQCB has reached out to Storm Water Unit and requested they inspect and evaluate facility for compliance with the industrial general permit good housekeeping best management practice requirements.	Pending	Pending	Pending per CVRWQCB.
3. To address the violations issued by the CVRWQCB on August 5, 2024, the discharger shall:			
(a) Isolate, remove, and properly contain the hazardous waste and arrange for its disposal at a permitted facility authorized to accept hazardous waste.	Immediately	Pending	Discussed with WM, waiting on Clean Harbors to prepare work plan for removal of Class I soil.
(b) Submit a report documenting the offsite disposal of the hazardous waste at a permitted facility authorized to accept hazardous waste.	10/1/2024	Pending	Discussed with WM, waiting on Clean Harbors to prepare work plan for removal of Class I soil.

**Notes:**

POC - Point of Compliance

FA - Fill Area

LFG - Landfill Gas

CVRWQCB - Central Valley Regional Water Quality Control Board

WMAC - Waste Management of Alameda County

TBD - To Be Determined. These deadlines depend on activities which have not yet been completed.

Gray shaded cells denote items that have been completed and no longer tracked. Items remain in the table for reference.

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**To:** ALRRF Community Monitor Committee

**From:** Langan – Community Monitor

**Date:** October 9, 2024

**Re:** **CMC Meeting of 10/9/2024 – Agenda Item 6.3 – Review of Documents on Geotracker Web Site**

**This is the abridged version of this memorandum. It is limited to new items reported in Geotracker since the previous Community Monitor Committee packet for the April 2023 meeting was completed, plus any prior items that provide useful background information for the new items.** The complete, current version of this Review of Documents is located on the Community Monitor Committee website and can be accessed using this link<sup>1</sup>.

In this memo, each topic is given its own table where relevant documents are summarized in chronological order. For ease of reference, the topics are grouped under major headings, and in the electronic version of this memo, [links](#) enable the reader to skip to a topic of interest and return to the top of the list when finished.

In the list, those topics that include a recent important development or Violation are marked with a special bullet:

- This topic links to a list of documents that contains a recent violation or important development.

Summaries of the documents added since the previous Community Monitor Committee meeting are indicated with a **heavy black border**. They largely consist of Waste Management of Alameda County (WMAC) responses to Central Valley Regional Water Quality Control Board (CVRWQCB) requests and notices, as well as design reports and reports describing specific incidents.

Violations and important areas of concern are highlighted in **pink** and **yellow**, respectively. Other noteworthy new items are highlighted in **green**. The topic list begins on the following page. When a single document addresses multiple topics, its summary is placed under the most general category available, which is often the first topic, Refuse Disposal Operations.

For reference the Geotracker webpage for the ALRRF is accessible here: [https://geotracker.waterboards.ca.gov/profile\\_report?global\\_id=L10005834311](https://geotracker.waterboards.ca.gov/profile_report?global_id=L10005834311).

<sup>1</sup> <https://altamontcmc.org/agendas-etc-2020-2023>

# MEMO

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## Topic List

### **Landfill Operations**

- [Revised Configuration and Phasing Schedule for FA2](#)
- [ET Cover Planning, Design, Installation](#)

### **Monitoring Program**

- [New or Pending Monitoring Wells](#)
- [Concentration Limits for Monitoring Wells](#)

### **Liquids Management**

- [Liquids and Leachate Management](#)

### **Other Topics**

- [CVRWQCB Inspections](#)



# MEMO

## LANDFILL OPERATIONS

### Revised Configuration and Phasing Schedule for FA2

### Topics

	From	Format   Date	Key Point(s)
1	Geosyntec	Other Report/ Document  February 9, 2024	This report documents construction quality assurance activities associated with Phase 6, and related stormwater improvements at FA2. All construction was completed with the approved design report, construction documents and CQA plan.
2	CVRWQCB	Staff Letter  May 20, 2024	The CVRWQCB staff reviewed and conditionally approved the <i>Report of Construction Quality Assurance Phase 6 Construction</i> , dated February 9, 2024. This report documents the CQA monitoring activities of Geosyntec for the construction of the FA2, Phase 6 containment cell. This staff letter addresses conditional approval in accordance with Title 27 and WDR requirements for the Phase 6 CQA Report, the construction documented in the Phase 6 CQA Report, and the LSI-3 Water Balance Memorandum. WM must electronically submit to the CVRWQCB staff documentation showing restoration of the operations layer at least 48-hours prior to waste placement and the discharger must resubmit Construction Memoranda #1 and provide documentation to which factor of safety is corrected.
3	Geosyntec	Correspondence  July 25, 2024	On behalf of WM, Geosyntec reviewed, revised, and commented on the Conditional Approval Report of CQA for Phase 6 Construction and LSI-3 Water Balance Memorandum prepared by the CVRWQCB.

### ET Cover Planning, Design, Installation

### Topics

	From	Format   Date	Key Point(s)
4	Geosyntec	Other report/ document  August 13, 2024	The Final Report, Evapotranspirative Cover (ET cover) Demonstration, prepared by Geosyntec, on behalf of WM, was submitted to the CVRWQCB after the completion of the 4-year demonstration and monitoring project following the ET cover construction in 2018. The report concludes that the 10-acre ET cover performed well over the demonstration period. Geosyntec notes that the ground surface conditions, vegetation and stormwater feature all required minimum maintenance. There was no observed erosion, minimal cracking, and no observed ponding. Geosyntec states that the results of the demonstration show that the ET cover will isolate the landfilled waste from precipitation water at least as well as the applicable prescriptive cover, satisfying the alternative cover requirement of the Title 27, Section 21090(a). Additionally, the cover meets the overall performance goals of the project: to isolate wastes from the environment, minimize infiltration, promote healthy vegetation, and reduce erosion. Attached to this item is ESA summary of this report (item 6.3.1). Please see for more detail.

# MEMO

## MONITORING PROGRAM

### New or Pending Monitoring Wells

### Topics

	From	Format   Date	Key Point(s)
5	Geosyntec	Well Installation Report  December 15, 2023	<i>The Fill Area 2 Gas Probe and Monitoring Well Installation Report</i> was prepared to document the installation and development of six new monitoring wells (MW-49AR, MW-49BR, MW-58, MW-61, MW-62, and MW-63), a multi depth gas probe (UGP-11R), a single depth gas probe (VP-6). The installation of the monitoring wells and gas probes were installed with accordance with <i>the Fill Area 2 Soil Gas Probe and Monitoring Well Installation Work Plan</i> approved by the CVRWQCB on July 26, 2021.
6	WM	Well Installation Report  August 12, 2024	WM submitted to the CVRWQCB the soil and gas probe and monitoring well replacement report for ALRRF prepared by Geosyntec documenting the replacement of FA1 monitoring locations of MW-53 and UGP-16.

### Concentration Limits for Monitoring Wells

### Topics

7	WM	Correspondence  May 31, 2024	WM responded to the CVRWQCB, regarding their February 21, 2024, comment letter regarding the updated Monitoring Program Technical Memorandum prepared by WM. In this letter, the CVRWQCB requested a proposed inorganic constituent list to be routinely screened against concentration limits and submitted by May 31, 2024. WM has responded to the request in this document.
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## LIQUIDS MANAGEMENT

### Leachate and Liquids Management

### Topics

	From	Format   Date	Key Point(s)
8	CVRWQCB	Correspondence  February 21, 2024	The CVRWQCB reviewed the <i>Updated Monitoring Program Technical Memorandum</i> prepared October 2, 2023. This memorandum discusses the landfill's groundwater monitoring well networks: FA1, FA2, LSI-1, LSI-2, and LS-3, along with their designated monitoring program. These monitoring programs include detection monitoring, corrective actions monitoring, and 5-year detection monitoring. Additionally, the memorandum discusses WM proposed method for calculating inorganic intrawell concentration limits, concentration limits for anthropogenic constituents and calculating FA2 intrawell sample quantities.
9		Correspondence  June 13, 2024	Submission of the Optional Demonstration Report (ODR) for the presence of VOCs in sample VZM-B (groundwater from unsaturated zone sump under FA2 leachate impoundment LSI-3) by WM to the CVRWQCB per their request.

# MEMO

## OTHER TOPICS

### CVRWQCB Inspections

### Topics

	From	Format   Date	Key Point(s)
10	CVRWQCB	Notice of Violation  June 10, 2024	The CVRWQCB issued WM with a Notice of Violation per WDR Order R5-2016-0042-01 and amending Order R5-2017-0026. The NOV contains also contains 12 AOCs.
11	WM	Correspondence  July 30, 2024	After the June 10, 2024, facility inspection, the CVRWQCB submitted a letter announcing two violations and several AOCs concerning ALRRF. WM has responded to the two violations and four AOCs in this correspondence. Each violation and AOC detailed in this letter have been resolved. WM will respond to the remaining AOCs in the timely manner per their Annual Facility Inspection Report.
12	CVRWQCB	Notice of Violation  August 5, 2024	The CVRWQCB has issued a NOV for the ALRRF describing the violation as the: discharge of hazardous waste into FA2, a Class III waste management unit and FA2, a Class II waste management unit. WM provided the CVRWQCB with an Improper Disposal Report, self-reporting the acceptance, solidification, and disposal of 10.67 tons of hazardous waste at ALRRF. The waste originated from the PG&E Redwood City Spoils yard. According to PG&E the Clean Harbors Environmental Services erroneously characterized the waste and transported it to ALRRF for disposal on June 25, 2024. A sample collected to assess the nature of the subject waste contained lead with a total threshold limit concentration (TTLC) of 800 milligrams per kilogram (mg/kg) and a soluble threshold limit concentration (STLC) of 44 milligrams per liter (mg/L). The STLC demarcation for lead Hazardous Waste is 5.0 mg/L The waste was then commingled and mixed with treated metal shredding waste for solidification and used as daily cover. The CVRWQCB is requiring WM isolate, remove and properly contain the hazardous waste and arrange for its disposal at a permitted facility to authorize to accept hazardous waste, immediately.



# memorandum

date September 26, 2024

to Mukta Patil and Megan Rollo of Langan

cc

from Liz Hill of ESA

subject Comments on Final Report Evapotranspirative (ET) Cover Demonstration Project Altamont Landfill and Resource Recovery Facility Alameda County, California Report (August 13, 2024)

ESA has completed review of Waste Management's *Final Report for the Evapotranspirative (ET) Cover Demonstration Project* with the comments below. In summary, monitoring and modeling for the demonstration period show that the four foot deep ET cover system as designed and constructed at the ALRRF meets the overall performance goals of the project; namely to isolate wastes from the environment, minimize infiltration, promote healthy vegetation, and reduce erosion. Further, the results of the ET Cover Demonstration project show the ET cover will isolate the landfilled waste from precipitation water at least as well as the applicable prescriptive cover, satisfying the alternative cover requirement of Title 27, Section 21090(a).

## Section 2.3 Settlement and Ground Surface Monitoring:

1. *The settlement isopach shown in Figure 3 shows a total of between approximately 4-ft and 12-ft of settlement during the five-calendar year monitoring period.*  
**ESA Comments:** Are there any ET Cover performance indications resulting from 12 foot settlement? In what circumstance would settlement depth necessitate remedial action? Would settlement be monitored in the long-term operational use of an ET Cover at ALRRF?
2. *One large crack was identified in November 2020 near Landfill Gas Well 578 and MSN-4. The crack was approximately 2 to 3 inches wide, approximately 10 feet long, and up to 21 inches deep in some areas. Excavation, backfill, and compaction was performed.*  
**ESA Comments:** Describe the cracking and erosion thresholds that would necessitate remedial action in the long-term operational use of an ET Cover at ALRRF? How would these ground surface indicators be monitored in the long-term?

## Section 2.5 Vegetation Monitoring:

3. *Percent bare area PBA decreased from year to year throughout the monitoring period, from an initial value of approximately 50% across the site, to a final estimate of approximately 10 to 35% at the end of 2023.*  
**ESA Comment:** How would bare areas in the long-term operational use of an ET Cover at ALRRF be managed?

Section 2.8 Hydraulic Performance Monitoring:

4. *Throughout the monitoring period, a wetting front (e.g. the leading edge of higher subsurface water content and lower soil suction) was observed to move downward during the wet periods, and then upward during drier periods as expected following the store and release function of an ET cover. Wetting fronts that reach the full depth of the cover provide an indication of flux through the cover.*

*During 2020, 2021, and 2022 which were drier years, the observed wetting front was fully contained within the final cover thickness. During the high rainfall periods of February 2019 and the winter of 2023, the wetting front was observed to exceed the thickness of the final cover.*

**ESA Comments:** It's understood the through-flow, or flux, measurement of hydraulic performance is the appropriate metric to compare the ET cover with the prescriptive cover. After calibration, the results showed the flux through the ET cover was equal to, or less than, the flux through the prescriptive cover throughout each reported data period. Nevertheless, are there any concerns about the wetting front depth penetrating the full thickness of the cover in sequential high rainfall years in a long-term application of an ET cover? Will hydraulic performance be monitored in a long-term operational use of an ET Cover at ALRRF?

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**TO:** Community Monitor Committee

**FROM:** Langan – Community Monitor

**DATE:** October 9, 2024

**SUBJECT: CMC Meeting of 10/9/24 – Agenda Item 6.4.1 – Review of Reports from ALRRF: Groundwater Analysis Progress Report #33 Langan Project No. 750657605**

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Langan CA, Inc. (Langan) has reviewed hydrogeologic data for the Altamont Landfill and Resource Recovery Facility (ALRRF) located near Livermore, California. The work and resulting data were conducted by SCS Engineers, and presented in the following reports:

- SCS Engineers, First Semiannual 2024 Groundwater Monitoring Report, Altamont Landfill and Resource Recovery Facility (WDR Order No. R5-2016-0042-01), Long Beach, California, dated August 2024.
- SCS Engineers First Semiannual 2024 Corrective Action Status Report, Altamont Landfill and Resource Recovery Facility (Order No. R5-2021-0022), Long Beach, California, dated July 2024.

The reports address the monitoring and reporting requirements of the Central Valley Regional Water Quality Control Board (CVRWQCB) Waste Discharge Requirements (WDR) Order No. R5-2016-0042 and the related Monitoring and Reporting Program (MRP), adopted on October 27, 2016 for the ALRRF, which is owned and operated by Waste Management of Alameda County, Inc. (WMAC), and Cease and Desist Order (CDO) No. R5-2021-0020, adopted on April 22, 2021. This memorandum describes the results of the above reports and provides Langan's opinions and recommendations for the Community Monitor Committee (CMC). The report was reviewed for issues described in previous CMC meeting minutes, to address provisions stated in the CDO adopted in 2021, and for potential trends in groundwater analytical data over recent years.

The First Semiannual groundwater sampling activities for Fill Area 1 (FA1) and 2 (FA2) were conducted from January 1 through June 30, 2024. Perimeter monitoring well MW-42B was sampled quarterly but did not contain sufficient liquid to be sampled. Perimeter monitoring wells that have been sampled for eight quarterly events have had their sampling frequency changed to semiannual per WDR requirements. New interim monitoring wells for Phase 6 (MW-58, MW-61, MW-62 and MW-63) were sampled in June 2024 for the First Semiannual 2024 period.

#### **LABORATORY QA/QC**

During the First Semiannual 2024 monitoring event, there were fewer QA/QC issues compared to the Second Semiannual 2023 monitoring event.



The QA/QC samples included surrogate recovery, matrix spikes/matrix spike duplicates (MS/MSD), laboratory controls (LCSs) and instrument calibration. Matrix spikes and surrogate recovery are evaluated to determine whether the sample matrix is interfering with the laboratory analysis, and to provide a measure of the accuracy of analytical data. Laboratory control samples are samples with known concentrations for analytes of interest that are prepared and analyzed with groundwater samples.

Some QA/QC LCS/ (laboratory control detections) LCSD and MS/MSD data associated with the First Semiannual 2024 groundwater samples were outside of acceptable laboratory control limits, however, overall evaluation of the QA/QC protocols and results determine the laboratory results were determined to be valid and usable, and data are considered acceptable for intended use.

## MONITORING WELL NETWORK

The 2016 MRP identifies two sets of corrective action groundwater monitoring wells: 1) E-20B along the east side of FA1 and downgradient (detection) well MW-27 (this well replaced well MW-12), and 2) wells E-05 (now replacement well E-05R<sup>1</sup>) and E-07 in the main canyon south of FA1 and their downgradient (detection) wells E-03A and E-23. Additional detection wells have been added to the MRP, due to indications of possible groundwater impacts at other locations at ALRRF. Table 6.4-1 (below) summarizes the monitoring well network, which is also presented in Figure 6.4-5. In addition, landfill gas extraction is the corrective action ongoing in the vicinity of monitoring wells MW-4A and MW-38.

**Table 6.4-1**

<b>FA1</b>	
Detection Monitoring Groundwater Monitoring Wells	MW-3B
Corrective Action Program Groundwater Monitoring Wells	E-03A, E-05R, E-07, E-20B, E-23, MW-20R, MW-27
Evaluation Groundwater Monitoring Wells	MW-1A, MW-2A, MW-3B, MW-4A, MW-5A, MW-6, MW-7, MW-31
Class II Surface Impoundment "FA1 South LSI" Evaluation Monitoring Groundwater Well	MW-11
Point of Compliance (POC) (or Final Edge of Waste) Monitoring Wells	MW-37, MW-38, MW-39, MW-40
Evaluation Groundwater Monitoring Well for MW-38	MW-53
<b>FA2</b>	
Detection Monitoring Groundwater Monitoring Wells	MW-9, MW-10, MW-19, PC-6B, PC-6B[R], WM-2, PC-2A, PC-2C
Class II Surface Impoundment (LSI-3) Detection Groundwater Monitoring Wells (listed in MRP as SI-1)	MW-8A, MW-8B, MW-15A, MW-15B, MW-16, MW-17, MW-17R, MW-18
Interim Phase 6 Groundwater Monitoring Wells	MW-58, MW-61, MW-62, MW-63

<sup>1</sup> Wells with an "R" after their number are replacement wells, installed because the original well became dry.

Point of Compliance (POC) (or Final Edge of Waste) Monitoring Wells	MW-41A, MW-41B, MW-42A, MW-42B, MW-43, MW-44A, MW-44B, MW-45A, MW-45B, MW-45C, MW-46A, MW-46B, MW-47A, MW-47B, MW-48A, MW-48B, MW-49AR, MW-49BR, MW-50, MW-51, MW-52
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## FIRST SEMIANNUAL 2024 GROUNDWATER SAMPLING RESULTS

Prior to the start of the First Semiannual 2024 sampling period, groundwater monitoring wells have been sampled eight or more times and will continue to be monitored on a semiannual basis per WDR requirements except for wells MW-42B, MW-47B, MW-49AR, MW-49BR and MW-60. Well MW-42B was dry during both First and Second Quarters of 2024, due to small water volume and slow recharge. A grab sample was collected from Well MW-47B to analyze for background parameters. Sampling of MW-42B and MW-47B will continue on a quarterly basis until the wells have been sampled at least eight times. MW-49AR, MW-49BR and MW-60 were sampled at least once in each of the first and second quarters of 2024, and sampling on a quarterly or more frequent basis will continue until these wells have been sampled at least eight times.

### Fill Area 1

Monitoring parameter concentration limits have been established for FA1 wells. The concentration limits for these wells were established using intra-well statistical methods and are used to determine potentially measurably significant changes in water quality.

During the First Semiannual 2024 period, corrective action well E-05R reported one detection above the reporting limit, tetrahydrofuran (3.1 µg/L). Three VOCs were detected at trace concentrations: diethyl ether, MTBE, and tert-butyl alcohol. In E-07, 1,1-dichloroethane and dichlorofluoromethane were detected at concentrations exceeding their respective reporting limits. Cis-1,2-dichloroethene, dichlorodifluoromethane, diethyl ether, MTBE, tetrachloroethene, trichloroethene, tert-butyl alcohol and tetrahydrofuran were detected at concentrations below the reporting limit.

### MW-38

During the initial sampling event conducted late April 2022, one VOC was detected in groundwater at MW-38. A Proposed Evaluation Monitoring Plan (EMP)<sup>2</sup>, Engineering Feasibility Study (EFS)<sup>3</sup>, and initial and revised Amended Report of Waste Discharge (AROWD<sup>4</sup>) were submitted to the CVRWQCB (Geosyntec, February 2, 2022; May 9, 2022, and May 13, 2022). It was concluded that the VOC concentrations in groundwater at MW-38 were due to LFG effects.

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<sup>2</sup> Geosyntec Consultants, February 2, 2022. Amended Report of Waste Discharge and Proposed Evaluation Monitoring Plan for MW-38, Altamont Landfill and Resource Recovery Facility, Alameda County, California

<sup>3</sup> Geosyntec Consultants, May 2, 2022; Revised May 9, 2022. Engineering and Feasibility Study for MW-38 Area, Altamont Landfill and Resource Recovery Facility, Alameda County, California

<sup>4</sup> Geosyntec Consultants, May 13, 2022. Amended Report of Waste Discharge for MW-38 Area, Altamont Landfill and Resource Recovery Facility, Alameda County, California

On February 15, 2022, the CVRWQCB indicated that the monitoring of water quality in the MW-38 area (including at the time newly installed downgradient well MW-53) should be included in the CDO status report for the corrective action areas. In a CVRWQCB letter dated December 13, 2022, the CVRWQCB provided comments to the May 2022 AROWD and requested an amended AROWD be submitted by March 31, 2023. WMAC has incorporated MW-39, vadose point UGP-4 (near MW-39), and data from LFG wells 843, 844 and 703 into the Corrective Action Status Report, 2024, based on additions to the May 2023 AROWD and requests made by the CVRWQCB in their June 6, 2023, letter.

VOCs detected in the groundwater samples at MW-38 include 1,1-dichloroethane, dichlorofluoromethane and MTBE (see Table 6.4.1-2; SCS, 2024).

#### E-20B and downgradient wells [MW-27, E-20R]

In monitoring well E-20B, 1,1-dichloroethane and dichlorofluoromethane were detected at concentrations above the RL. These VOCs have been detected in E-20B since 1999. Concentrations of diethyl ether, MTBE, tert-butyl alcohol, and tetrahydrofuran were detected below the RL (below the RL and above the MDL) in E-20B during the First Semiannual 2024 monitoring event.

1,1-dichloroethane was detected in the sample from the downgradient monitoring well MW-20R.

No VOCs were detected in MW-27.

The groundwater data collected during this reporting period indicates that LFG extraction continues to be effective in addressing gas effects at well E-20B as VOC concentrations at E-20B have decreased significantly over time.

#### MW-4A

No VOCs were detected in MW-4A or associated monitoring wells during the First Semiannual 2024 sampling event.

The groundwater data collected during this reporting period indicated that the LFG extraction continues to be effective in addressing gas effects at well MW-4A. No LFG-related VOCs have been detected at MW-4A since the Third Quarter of 2019. The concentrations of bicarbonate alkalinity have fluctuated from slightly below to slightly above the statistical concentration limit. Bicarbonate alkalinity and dissolved calcium was detected in MW-4A at concentrations below the statistical limit.

## **Fill Area 2**

Wells associated with FA2 were evaluated with the same statistical protocols used for FA1 wells as mentioned above. A summary of VOCs detected in FA2 is presented in Table 6.4.1-3, attached at the end of the memo.

No VOCs were detected in samples from Fill Area 2 detection monitoring wells or POC wells, MW-8A, MW-8B, MW-9, MW15B, MW-16, MW-17, MW-17R, MW-18, MW-19, MW-27, MW-

41A, MW-42A, MW-43, MW-44A, MW-44B, MW-45A, MW-45B, MW-45C, MW-46A, MW-46B, MW-47A, MW-47B, MW-48A, MW-48B, MW-49A, MW-50, MW-51, MW-52, PC-6B(R), WM-2, PC-2A, and PC-2C.

Replacement wells MW-49AR and MW-49BR were installed in October 2023. A March 2024 sample from MW-49BR reported a concentration of tetrahydrofuran below the reporting limit. The sample was attributed to laboratory or field cross-contamination as concluded by a similar concentration detected in a trip blank associated with the March 2024 sample. On June 6, 2024, MW-49BR was sampled and no VOCs were detected.

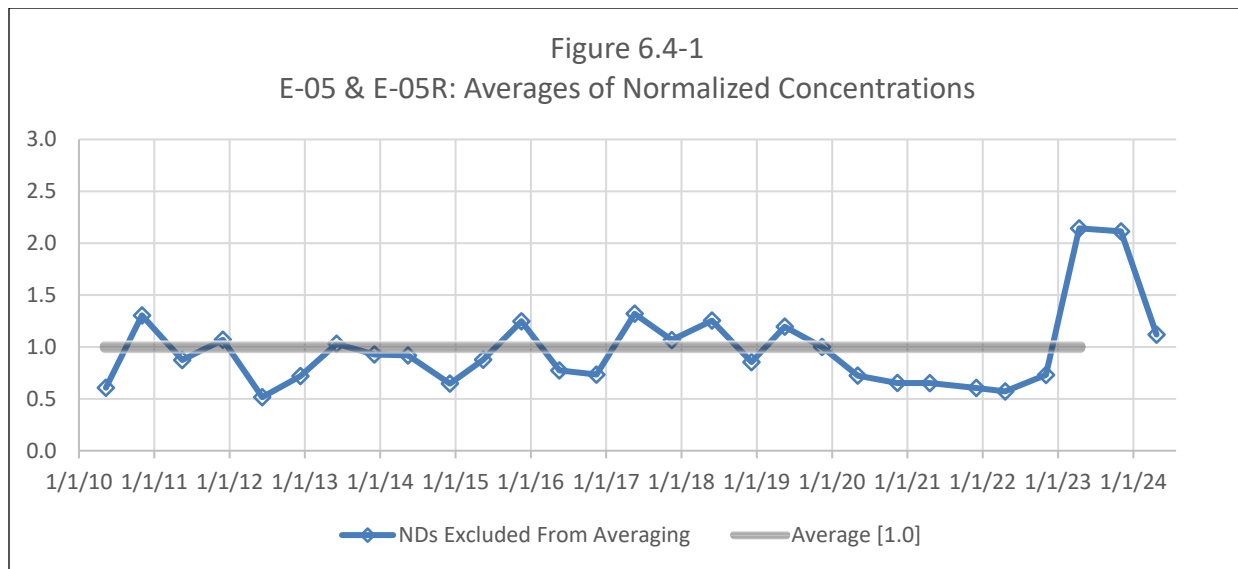
During the First Semiannual 2024 monitoring event, there were no initial concentration limit exceedances identified in the FA2 wells except for the detection of chemical oxygen demand (COD) in wells MW-10 and MW-18. Statistical exceedance of COD has been previously observed in MW-10 and MW-18 at their respective statistical limits, not confirmed by resampling, and therefore were not considered initial statistical exceedances. The CVRWQCB was notified of the initial exceedances on July 26, 2024. Resampling will be conducted and submitted under a separate cover.

Reoccurring statistical exceedances observed in the First Semiannual 2024 period include, MW-8A (chloride), MW-8B (COD, dissolved calcium, and TDS), MW-18 (dissolved calcium and chloride), PC-2A (dissolved calcium, chloride, and TDS), WM-2 (dissolved calcium and chloride) and MW-62 (bicarbonate alkalinity and chloride). MW-8A, MW-8B and PC-2A are apart of a group of wells that have experienced changes in inorganic groundwater chemistry starting as early as 2018. An evaluation of potential sources of the water quality changes was conducted for these wells, which determined the changes were due to storm water effects and not a release from the landfill (Geosyntec, 2020). WMAC has continued to report water quality data for all three wells in accordance with the 2016 WDR/MRP.

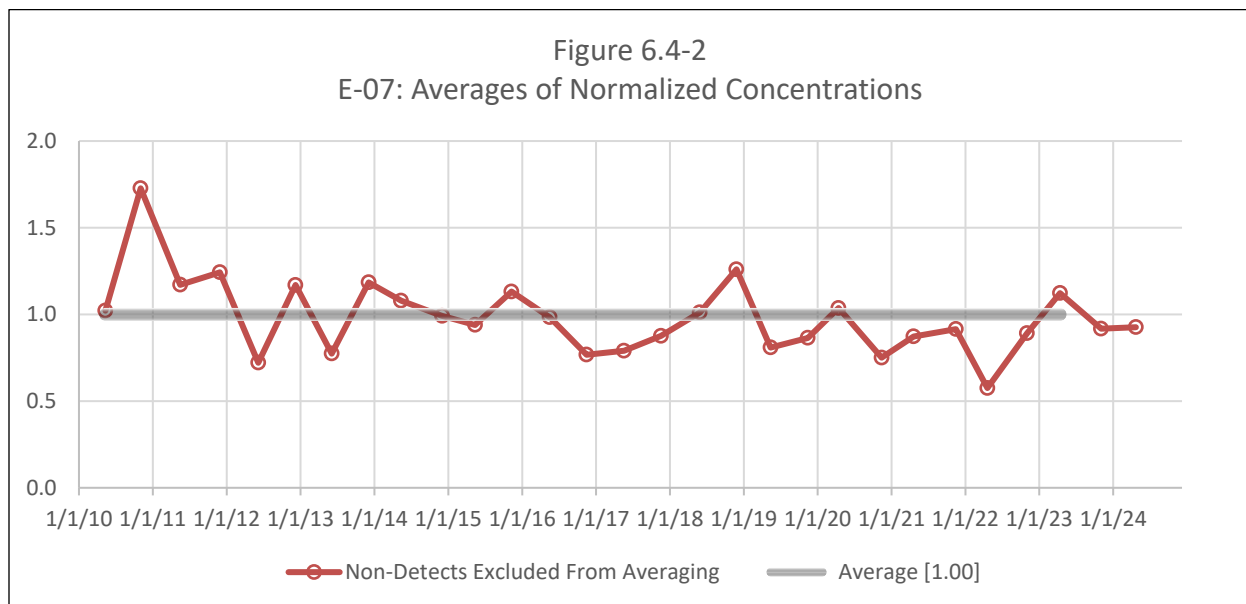
## **Trends in VOC Data**

The Community Monitor reviewed the trends in data from monitoring wells where VOCs have been detected and continued graphing the data over time for each detected contaminant in each well. We have normalized the concentration data (dividing each data point by the average for that substance at that well, with non-detects excluded) to pool all of the VOC data at a well and look for trends. We offer the following updated observations well-by-well, and the general observation that for most of these wells normalized concentration trends were close to, at, or below the average (i.e., 1.0), with the exception of MW-4A for which VOCs were not detected.

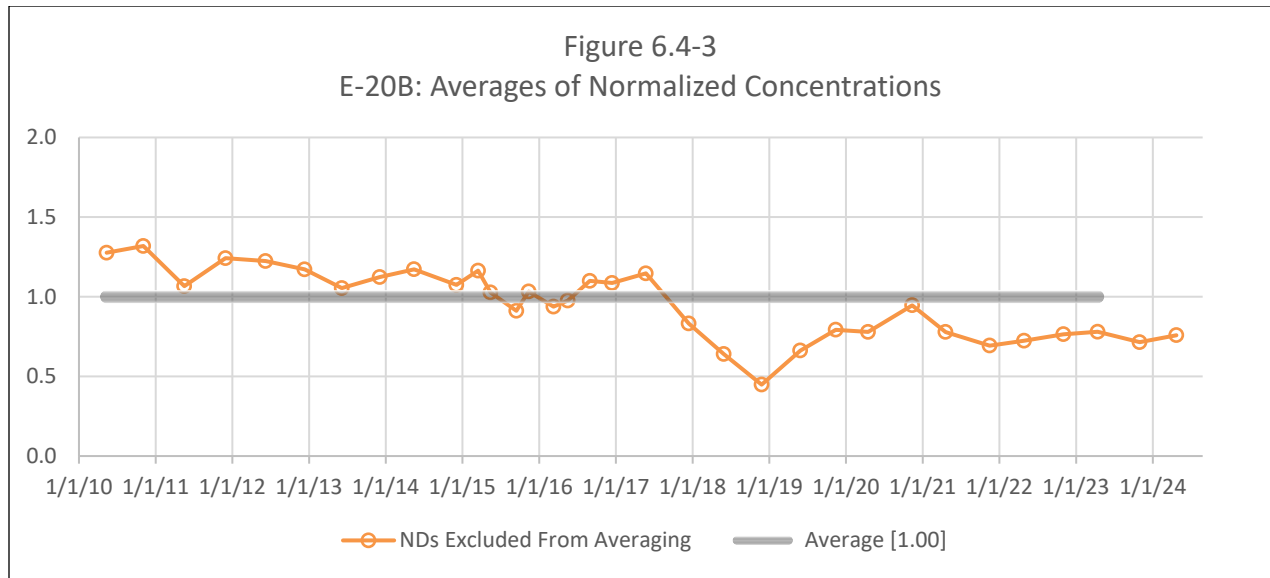
At Well E-05R at the toe of FA1, the data has shown below average concentrations since May 2020. The April 2023 sample showed a sharp increase in total VOC concentration. This is primarily due to an increase in tert-butyl alcohol concentration, with respect to the previous sampling events. Tert-butyl alcohol is a degradation product of MTBE, which is a component of gasoline. The April 2024 sample showed a sharp decrease in total VOC concentration. This is primarily due to the decrease of tert-butyl alcohol. Concentrations at E-05R will continue to be tracked.



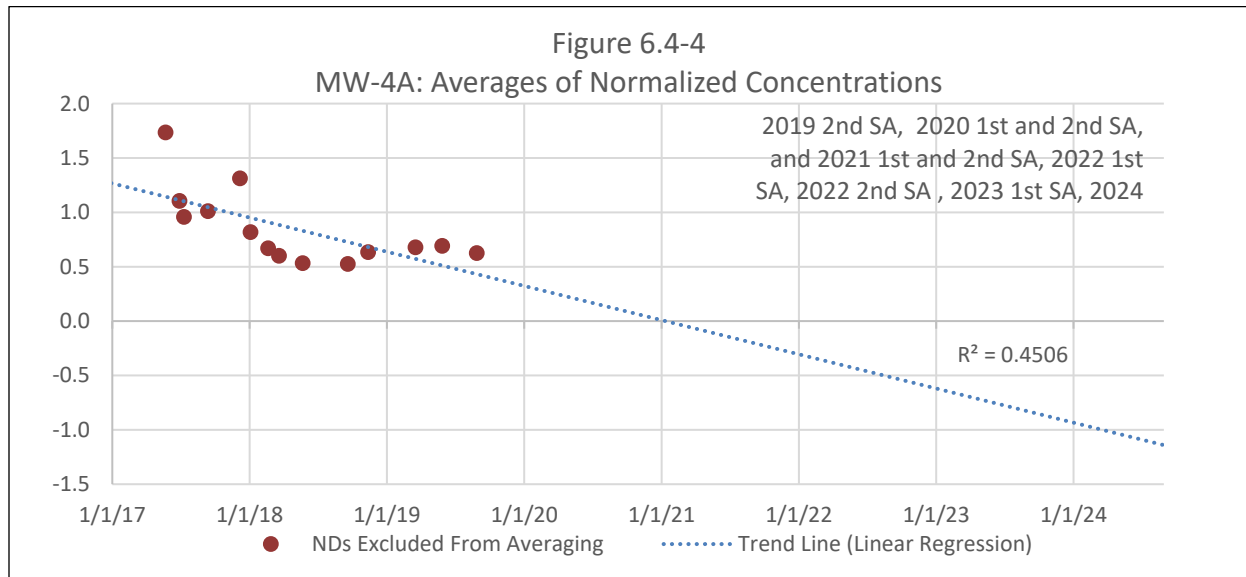
At well E-07, a well in proximity to E-05 (though screened deeper), the November 2023 sample showed a decrease with respect to the previous sampling event. No clear trend is observed for this well, and the normalized concentrations over time will continue to be monitored.



At well E-20B, on the east side of FA1, the average across all VOCs was showing a clear decline in 2017 – 2018, but had shown an increase from 2019-2021, which brought concentrations back to the historical average. The April 2023 and April 2024 sample was below average. Concentrations in this well will continue to be tracked.



At well MW-4A, at the northeast corner of FA1, samples collected during the past three and a half years had no detections of VOCs and therefore it appears that the downward trend continues.



The SCS Engineers report states that the landfill gas collection and control system (GCCS) and LFG extraction wells are performing as expected and VOCs are continuing to decrease over time based on the VOC data, VOC time series plots, and LFG control system data.

## RECOMMENDATION

We recommend continuing review of groundwater, unsaturated zone, leachate, and stormwater data as it becomes available, and evaluating for trends in data, especially for groundwater monitoring wells where VOCs have previously been detected. Also, we recommend to continue review of laboratory QA/QC issues.

# MEMO

CMC Meeting of 10/9/24 – Agenda Item 6.4 – Review of Reports from ALRRF:  
Groundwater Analysis Progress Report #33  
Langan Project No. 750657605  
Page 8 of 8

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Attachments: Figure 6.4-5 - Groundwater Monitoring Network  
Table 6.4-2 - Fill Area 1 Analytical Results Summary  
Table 6.4-3 - Fill Area 2 Analytical Results Summary

6.4.1.1\_Review of Reports From ALRRF\_Groundwater



**Table 6.4.1-2  
Fill Area 1 Analytical Results Summary  
Altamont Landfill Resource and Recovery  
Livermore, CA**

Area	Sample ID	Acetone	Benzyl Alcohol	2, Butanone	Carbon Disulfide	Chloro-benzene	1,4-Dichloro-benzene	cis-1,2-dichloroethene	1,1-Dichloroethane	1,1-Dichloroethene	1,2-Dichloropropane	1,2-Dichloroethane	Dichlorodi-fluoromethane	Dichloro-fluoromethane	Diethyl ether	Methylene Chloride	Methyl tert-butyl ether	Napthalene	Styrene	Tert-Butyl-Alcohol	Tetrachloroethene	Tetrahydrofuran	Toluene	Trichloroethene	Vinyl chloride	Xylenes	Comment
West of FA1	MW-2A																										Monitoring Well
	MW-40																X <sup>2</sup>			X <sup>2</sup>							POC Monitoring Well
	MW-6																										Monitoring Well
	MW-1A																										Monitoring Well
Canyon South of Fill Area 1	E-05R														X <sup>2</sup>		X <sup>2</sup>			X <sup>2</sup>		X <sup>3</sup>					Corrective Action Well Matches Historical Data
	E-07							X <sup>3</sup>	X				X	X <sup>2</sup>	X <sup>2</sup>		X <sup>2</sup>			X <sup>2</sup>	X <sup>2</sup>	X <sup>2,3</sup>		X <sup>2</sup>			Corrective Action Well Matches Historical Data
	E-23																										Corrective Action Well
	E-03A																										Corrective Action Well
NE of FA1	MW-4A																										Monitoring Well
	MW-37																										POC Monitoring Well
	MW-31																										Monitoring Well
South of FA1	MW-5A																										Monitoring Well
	MW-7																										Monitoring Well
	MW-11																										Monitoring Well
East of Fill Area 1	E-20B									X			X	X <sup>2</sup>		X <sup>2</sup>				X <sup>2</sup>		X <sup>2,3</sup>					Corrective Action Well Matches Historical data
	MW-38												X <sup>2</sup>				X <sup>2</sup>										POC Monitoring Well
	MW-39																										POC Monitoring Well
	MW-3B																										Monitoring Well
Downgradient of E-20B	MW-27																										Downgradient Evaluation Well
	MW-20R <sup>5</sup>								X <sup>2</sup>																		Downgradient Evaluation Well

Notes

VOC - Volatile Organic Compound

POC - Point of Compliance

<sup>1</sup> First detection.

<sup>2</sup> Concentration reported is estimated because it is below the reporting limit and above its method detection limit.

<sup>3</sup> Analyte was detected in method, trip, and/or field blanks associated with a different lot during the same event, but not detected in the quality control blanks associated with this particular sample.

<sup>4</sup> Denotes constituent also found in trip blank

<sup>5</sup> MW-20R was constructed to replace MW-20 in October 2022 because MW-20 was abandoned in April 2022.

Table 6.4.1-3  
Fill Area 2 Analytical Results Summary  
Altamont Landfill Resource and Recovery  
Livermore, CA

Area	Sample ID	Sample Date	Acetone	Benzene	Benzyl Alcohol	Bromomethane	2, Butanone	Carbon Disulfide	Chloro-benzene	Chloroform	1,4-Dichloro-benzene	cis-1,2-dichloroethene	1,1-Dichloroethane	1,1-Dichloroethene	1,2-Dichloropropane	1,2-Dichloroethane	Dichlorodi-fluoromethane	Dichloro-flouromethane	Diethyl ether	Methylene Chloride	Methyl tert-butyl ether	Naphthalene	Styrene	Tert-Butyl-Alcohol	Tetrachloroethene	Tetrahydrofuran	Toluene	Trichloroethene	Xylenes	Comment
	MW-41B	6/28/2024																											POC Monitoring Well	
	MW-49BR	6/17/2024																											POC Monitoring Well	

Notes

VOC - Volatile Organic Compound

POC - Point of compliance

<sup>1</sup> First detection

<sup>2</sup> Concentration reported is estimated because it is below the reporting limit and above its method detection limit.

<sup>3</sup> Analyte detected in associated trip blank.

<sup>4</sup> Analyte detected in associated equiptment blank at a reportable limit.

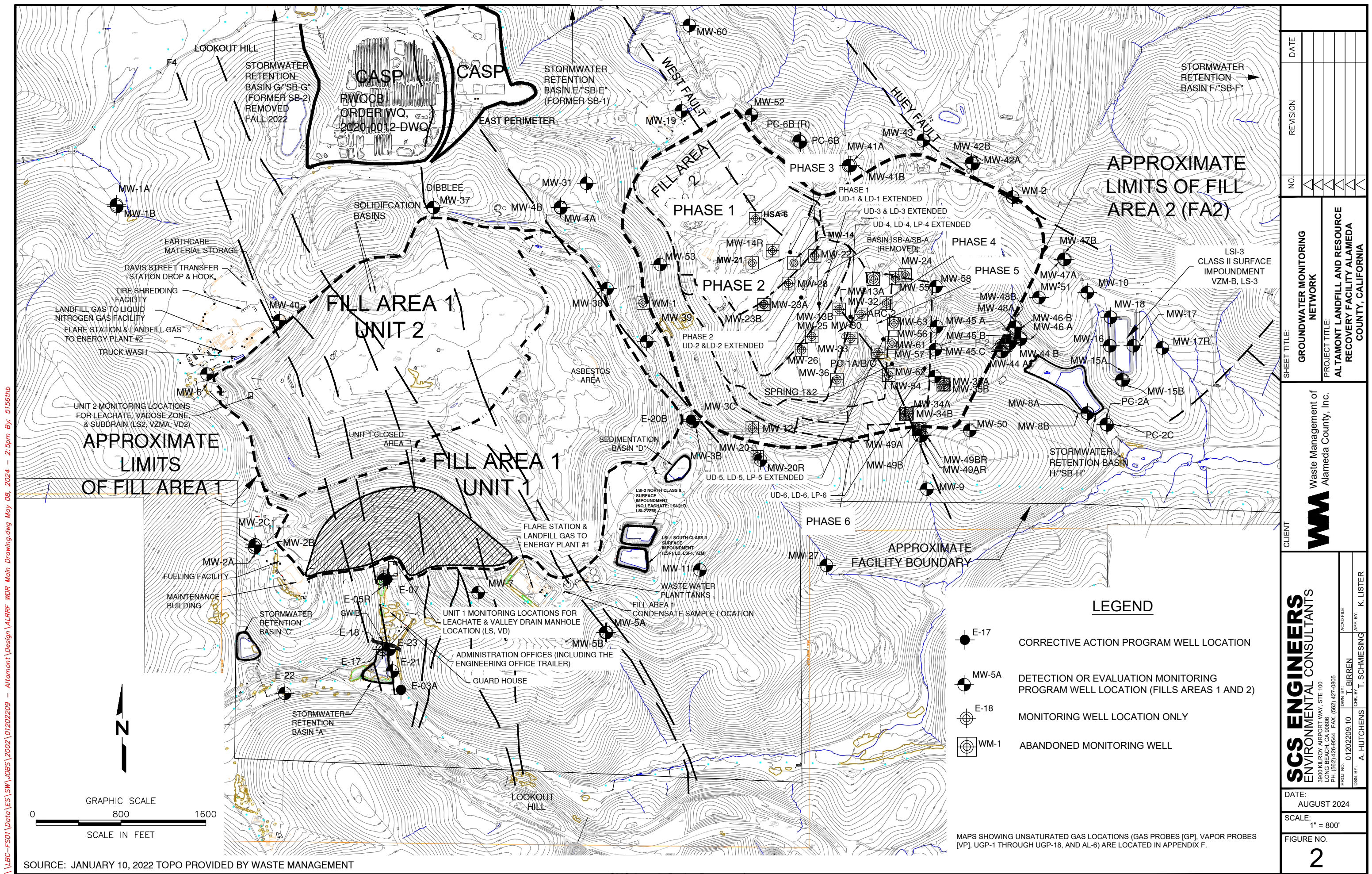
<sup>5</sup> Analyte was detected in method, trip, and/or field blanks associated with a different lot during the same event, but not detected in the quality control blanks associated wih this particular sample.

<sup>6</sup> Analyte was reported in an associated method blank at a reportable limit.

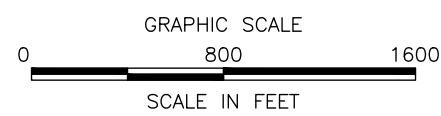
<sup>7</sup>MW-8A, MW-8B, MW-9, MW-15B, MW-10, MW-16, MW-17, MW-17(R), MW-18, MW-19, MW-27, MW-41A, MW-42A, MW- 43, MW-44A, MW-44B, MW-45A, MW-45B, MW-45C, MW-46A, MW-46B, MW-47A, MW-47B, MW-48A, MW-48B, MW-49AR, MW-50, MW-51, MW-52, PC-2A, PC-2C, PC-6B(R), WM-2 were also sampled during this event and no detection of VOCs were reported.



Figure 6.4-5



\\LBC-F501\\Data\\ES\\SW\\JOBS\\2002\\01202209 - Altamont\\Design\\ALRRF WDR Main Drawing.dwg May 08, 2024 - 2:50pm By: 5156hh



SOURCE: JANUARY 10, 2022 TOPO PROVIDED BY WASTE MANAGEMENT

DATE		REVISION		NO.	
SHEET TITLE:		GROUNDWATER MONITORING NETWORK		PROJECT TITLE:	
				ALTA MOUNT LANDFILL AND RESOURCE RECOVERY FACILITY ALAMEDA COUNTY, CALIFORNIA	
CLIENT:		Waste Management of Alameda County, Inc.			
SCS ENGINEERS ENVIRONMENTAL CONSULTANTS		ACAD FILE: 01202209.10 DWN BY: J. BIRREN CHK BY: T. SCHMESING APP BY: K. LISTER			
DATE:		AUGUST 2024			
SCALE:		1" = 800'			
FIGURE NO.		2			



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1814 Franklin Street, Suite 505 Oakland, CA 94612 T: 510.874.7000 F: 510.874.7001

**To:** Community Monitor Committee

**From:** Langan – Community Monitor

**Date:** October 9, 2024

**Re:** **CMC Meeting of 10/9/24 – Agenda Item 6.4.2 – Review of Reports Provided by ALRRF: Air Emission Report**

## Air Emissions Report

The most recent Semi-Annual Report to the Bay Area Air Quality Management District (BAAQMD) covers the period from December 1, 2023 through May 31, 2024. The key points from this document are:

- New gas wells brought online – During the reporting period, 12 new landfill gas extraction wells were brought online.
- High temperature wells – During the reporting period, four wells showed high temperatures (131 Fahrenheit [F] or higher). 15 wells showed oxygen exceedances during a monitoring event within the reporting period, 10 of the 15 wells were corrected, 5 of the 10 wells were decommissioned.
- Recent gas well decommissions – During the reporting period, a total of 5 existing wells were decommissioned, i.e., shut down and disconnected from the gas extraction system because they had become unproductive.
- Surface emissions monitoring - For the fourth quarter of 2023, monitoring took place in October 23, 24 and 30 2024; for the first quarter of 2024, it took place on 29 and 30 of January 2024. In October for the fourth quarter of 2023, there were 10 exceedances of the 500 parts per million by volume (ppmv) methane threshold. In January 2024, for the first quarter, the number of exceedances decreased to 9. All of the corrective actions to block these emissions were successful and passed their 10-day and 30-day follow-up tests.
- Emission Control Device Source Tests – Currently the operating emission control devices for landfill gas at the ALRRF consist of two turbines (S-6 and S-7) and two flares (A-15 and A-16). The two turbines were tested for compliance with emission limits in December 2023, while the main flare, A-16, was tested in May 2024, and the back-up flare, A-15, was tested in February 2024. All four devices passed by the BAAQMD Permit 8-34-301.4 and Condition Number 19235.
- Gas Migration at Perimeter Probes – In this reporting period, methane exceeding regulatory threshold of 5% was not found in any of the 50 perimeter probes installed around Fill Areas 1 and 2. Probe GP-20C and probe GP-8C, both have historically had

# MEMO

higher methane values that have been proven to be naturally occurring and not related to landfill operations. No exceedances were detected during this monitoring event.

- Gas Migration Near Groundwater Monitoring Wells – Throughout this monitoring period, the landfill gas wells nearest to groundwater monitoring wells E-05/E-07, E-20B, and MW-4A continued to be operated with as much vacuum as they would tolerate without pulling in air from above the ground surface. This was an effort to prevent landfill gas from reaching those groundwater wells, where low concentrations of VOCs have been detected.

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**To:** ALRRF Community Monitor Committee

**From:** Langan – Community Monitor

**Date:** October 9, 2024

**Re:** **CMC Meeting of 10/9/24 - Agenda Item 6.5 - Updates on PFAS regulations and monitoring requirements**

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## **PFAS MONITORING**

The Committee Members have expressed continued interest in new developments related to per- and polyfluoroalkyl substances (PFAS), in particular to better understand about future requirements that may affect the landfill. Products known to contain PFAS are regularly disposed of in landfills. Two updates were finalized in the second quarter and are summarized in New Information section below.

California and Federal agencies are in the process of evaluating health risks and developing guidance for PFAS, no relevant updates have occurred on PFAS monitoring requirements for landfills.

### **New Information**

During the July 10, 2024, Q2 Packet Meeting, Ms. Cabanne requested that Langan determine if the landfill had detected the PFAS identified as a part of CERCLA: perfluorooctanesulfonamide acid (PFOA) and perfluorooctanesulfonic acid (PFOS).

Langan reviewed the Data Submittal for Compliance with 13267 Order WQ 2019-0006-DWQ prepared by Wood Environment & Infrastructure Solutions, Inc., 2019, on behalf of Waste Management. This report was produced in response to the State Water Resources Control Board (SWRCB) Order that required groundwater and leachate sampling for per- and polyfluoroalkyl substances.

The SWRCB ESLs for direct exposure human health risk levels (MCL priority) is 6.5 **nanograms/L (ng/L) for PFOA** and **5.1 ng/L for PFOS**. The EPA Final MCLs for PFOA and PFOS are **4 parts per trillion (ppt) or 4 ng/L**.

PFOA was detected in leachate above the MCL priority at:

- 1,200 ng/L (LS1)
- 59 ng/L (LSI-4)
- 1,600 ng/L (LS2)

PFOS was detected in leachate above the MCL priority at:

- 130 ng/L (LS1)
- 26 ng/L (LSI-4)

- 110 ng/L (LS2)

PFOA was detected in groundwater above the MCL priority at:

- 10 ng/L (MW-13B)
- 10 ng/L (MW-4A)
- 80 ng/L (MW-20)
- 400 ng/L (E-05)
- 150 ng/L (E-07)
- 130 ng/L (E-20B)

PFOS was detected in groundwater above the MCL priority at:

- 110 ng/L (MW-20)
- 36 ng/L (E-05)
- 26 ng/L (E-07)
- 7.9 ng/L (E-20B)

## Old Information

On April 10, 2024, the EPA announced the final National Primary Drinking Water Regulation (NPDWR) for six PFAS.<sup>1</sup> Legally enforceable MCLs for six PFAS in drinking water have been finalized: PFOA, PFOS, PFHxS, PFNA and HFPO-DA and PFBS, using a Hazard Index MCL. The EPA also finalized health-based, non-enforceable MCL goals for these PFAS. The EPA is making funding available to ensure clean and safe water, \$1 billion dollars in funds will be accessible through the new 'Bipartisan Infrastructure Law' helping states and territories implement PFAS testing and treatment at public water systems, and to help private owners of wells address PFAS contamination. The EPA is prioritizing funding based on a formula that includes factors for population below poverty, small water systems, and occurrence of unregulated emerging contaminants.<sup>2</sup>

On April 19, 2024, the EPA announced that it was designating two types of PFAS, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) as Comprehensive Environmental Response Compensation and Liability Act (CERCLA) hazardous substances. EPA does not intend to pursue entities such as publicly owned/operated municipal solid waste landfills for PFAS under CERCLA.

At the ALRRF, PFAS were sampled in November 2019 in response to the State Water Resources Control Board's (SWRCB) investigative order (WQ 2019-0006-DWQ). The PFAS samples were analyzed by Eurofins TestAmerica in West Sacramento. Total PFAS sample results are presented in Figure 6.4.1, attached to this memo.

Leachate samples for Fill Area 1 reported total concentrations from approximately 21,000 to 26,000 parts per trillion (ppt). Fill Area 2 leachate sample (LS-4) reported concentrations considerably lower, with a total concentration of approximately 2,700 ppt. Trace concentrations

<sup>1</sup> <https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas>

<sup>2</sup> [https://www.epa.gov/system/files/documents/2023-02/EC%20Grant%20implementation%20manual\\_February%202023\\_final\\_508\\_0.pdf](https://www.epa.gov/system/files/documents/2023-02/EC%20Grant%20implementation%20manual_February%202023_final_508_0.pdf)



(<2.0 ppt) of three PFAS compounds were detected in background monitoring well PC-6B(R), located up gradient of Fill Area 2. Trace concentrations of two PFAS compounds were reported in detection monitoring well PC-1B, located downgradient of Fill Area 2. Monitoring wells MW-4A and MW-13B reported small concentrations of PFAS, with total concentrations of 57 and 98 ppt. PFAS compounds were reported at higher concentrations in groundwater monitoring wells in the previously affected assessment and corrective action areas. In particular, wells E-05 and E-07 reported concentrations of approximately 2,000 and 1,200 ppt, respectively. Concentrations for wells E-20B and MW-20 were 650 and 670 ppt, respectively.

The concentrations reported at the ALRRF were below the maximum concentrations for groundwater and leachate at other landfills covered by the PFAS Order, and within the middle of the range. Neither the SWRCB nor the Central Valley Regional Quality Control Board (CVRWQCB) have requested additional monitoring at this moment.

On May 18, 2022, the U.S. Environmental Protection Agency (EPA) added five PFAS to a list of risk-based values for site cleanups<sup>3</sup>. These levels are used by the EPA and other agencies in the investigations of contaminated sites. No updates to the risk-based values have occurred for PFAS since May 2022.

On June 15, 2022 the EPA announced new drinking water health advisories for PFAS<sup>4</sup>. The EPA issued interim, updated drinking water health advisories for two substances and final health advisories for two additional substances. These health advisories inform the maximum contaminant levels allowed in drinking water, and would not have an effect at this moment on landfills.

On August 17, 2022 the Division of Drinking Water presented at the State Water Resource Control Board meeting on the Notification and Response Levels for Perfluorohexane Sulfonic Acid<sup>5</sup>. There is continued progress through the discussion of this topic from regulatory agencies but at this time no direct regulatory updates have occurred.

On August 26, 2022 the EPA announced under the Administrator Regan's PFAS Strategic Roadmap, significant action to protect communities health from the risks posed by certain PFAS's<sup>6</sup>. The EPA is proposing that PFAS become designated as a hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or "Superfund." This would increase transparency around the releases of PFAS and help hold polluters accountable for the cleanup. This proposal applies toward PFOA and PFOS.

On March 14, 2023, the EPA announced proposed national primary drinking water maximum contaminant levels (MCLs) for six PFAS (PFOA and PFOS as individual contaminants, and four contaminants as a PFAS mixture). The proposed regulation would require public water systems

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<sup>3</sup> <https://www.epa.gov/risk/regional-screening-levels-rsls-whats-new>

<sup>4</sup> <https://www.epa.gov/newsreleases/epa-announces-new-drinking-water-health-advisories-pfas-chemicals-1-billion-bipartisan>

<sup>5</sup> [https://www.waterboards.ca.gov/drinking\\_water/certlic/drinkingwater/pfas.html](https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/pfas.html)

<sup>6</sup> <https://www.epa.gov/newsreleases/epa-proposes-designating-certain-pfas-chemicals-hazardous-substances-under-superfund>

to monitor, notify the public of the contaminant levels, and treat drinking water to reduce the levels of these PFAS if they exceed the proposed MCLs<sup>7</sup>. California-specific MCLs for PFAS have not yet been established as of March 2023<sup>3</sup>, and the proposed regulations do not require any actions until finalized, likely by the end of 2023<sup>8</sup>.

On May 4, 2023, the EPA generated tables that reflect changes in the toxicity and chemical specific parameters per regional screening levels hierarchies<sup>7</sup>. The table compares the previous toxicity database to this new and current table. This update is in response to the Integrated Risk Information System (IRIS) which is a part of the risk assessment process in which hazard identification and dose-response assessment are applied to derive toxicity values.

On February 1, 2024, the Biden-Harris Administration announced new steps to protect communities from PFAS and other emerging chemicals of concern.<sup>9</sup> The EPA is proposing to modify the definition of hazardous waste as it applies to the cleanups permitted at hazardous waste facilities to ensure the EPA's regulations are clearly reflected and authorizes states authorities to require the cleanup of the full range of substances under the Resource Conservation and Recovery Act (RCRA). The EPA states that the proposed rules would "strengthen protections for communities and drinking water supplies located near the 1,740 permitted hazardous waste facilities across the nation." This would include corrective action under RCRA, requiring facilities that treat, store, or dispose of hazardous waste to investigate and mitigate hazardous releases into soil, groundwater, surface water and air. The EPA will publish the proposals in the Federal Register.

Regarding corrective actions, known technologies for treating PFAS in water include granular activated carbon, ion exchange, and reverse osmosis<sup>10</sup>. Granular activated carbon and ion exchange resins remove chemicals by sorption (the chemical is attached to the media), which reduces concentrations of chemicals in the effluent water of the system. Reverse osmosis removes contaminants by pushing water through a semipermeable membrane, effluent water has less chemicals, and a portion of the water (rejected water or concentrate) is collected for disposal. PFAS do not degrade in the environment, and one of the few technologies that can potentially destroy PFAS is incineration.

On April 10, 2024, the EPA announced the final National Primary Drinking Water Regulation (NPDWR) for six PFAS.<sup>11</sup> Legally enforceable MCLs for six PFAS in drinking water have been finalized: PFOA, PFOS, PFHxS, PFNA and HFPO-DA and PFBS, using a Hazard Index MCL. The EPA also finalized health-based, non-enforceable MCL goals for these PFAS. The EPA is making

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<sup>7</sup> <https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas>

<sup>8</sup> <https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas>

<sup>7</sup> <https://www.epa.gov/risk/regional-screening-levels-rsls-whats-new>

<sup>9</sup> <https://www.epa.gov/newsreleases/biden-harris-administration-announces-new-steps-protect-communities-pfas-and-other>

<sup>10</sup> Interstate Technology and Regulatory Council (ITRC), 2022. Treatment Technologies – PFAS — Per- and Polyfluoroalkyl Substances. [https://pfas-1.itrcweb.org/12-treatment-technologies/#12\\_1](https://pfas-1.itrcweb.org/12-treatment-technologies/#12_1). Accessed on March 10, 2022.

<sup>11</sup> <https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas>

funding available to ensure clean and safe water, \$1 billion dollars in funds will be accessible through the new 'Bipartisan Infrastructure Law' helping states and territories implement PFAS testing and treatment at public water systems, and to help private owners of wells address PFAS contamination. The EPA is prioritizing funding based on a formula that includes factors for population below poverty, small water systems, and occurrence of unregulated emerging contaminants.<sup>12</sup>

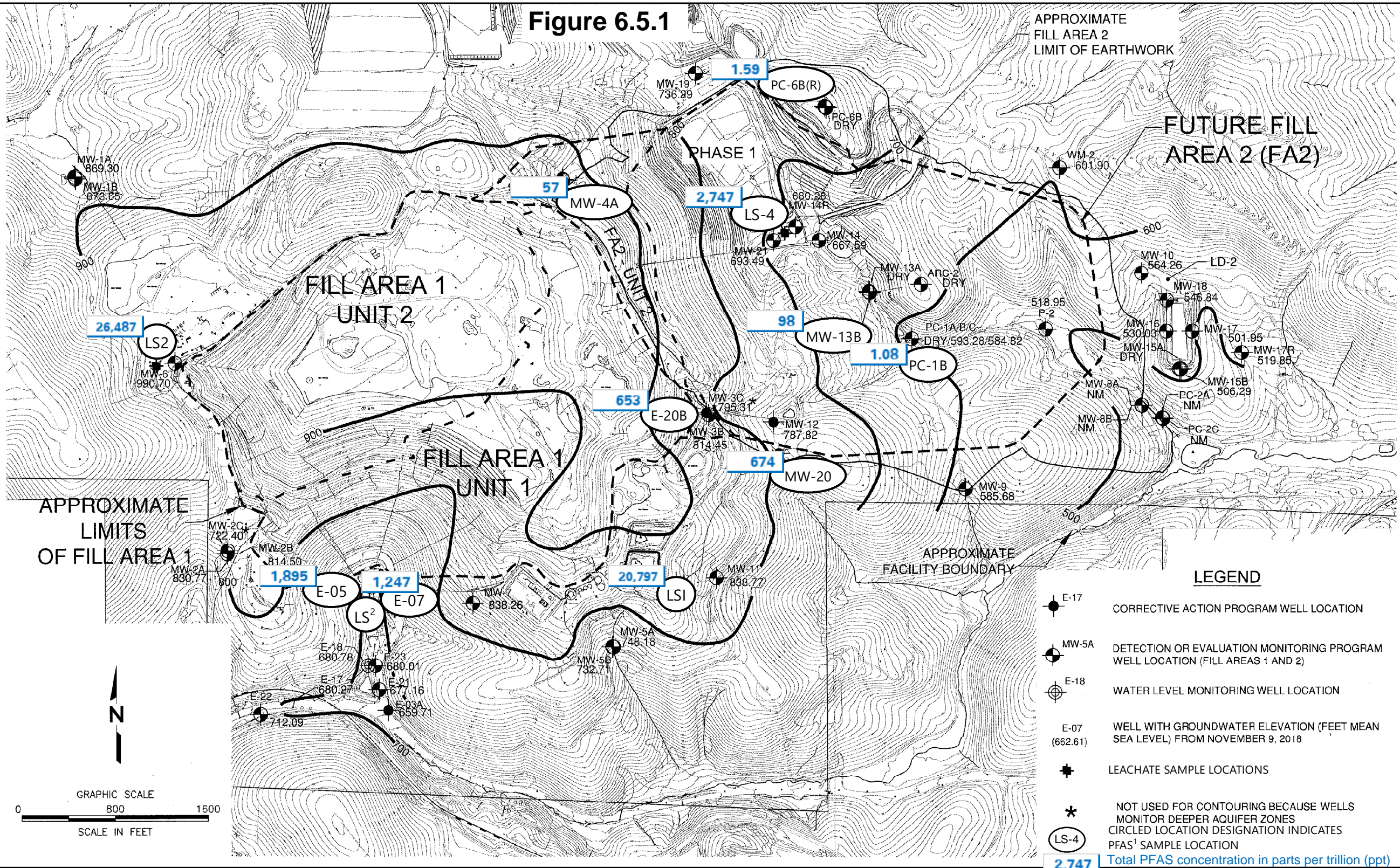
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<sup>12</sup> [https://www.epa.gov/system/files/documents/2023-02/EC%20Grant%20implementation%20manual\\_February%202023\\_final\\_508\\_0.pdf](https://www.epa.gov/system/files/documents/2023-02/EC%20Grant%20implementation%20manual_February%202023_final_508_0.pdf)



Figure 6.5.1



Map modified from drawing 4 of Second Semiannual-Annual 2018 Groundwater Monitoring Report, Altamont Landfill and Resource Recovery Facility. SCS Engineers, February 28, 2019

Modified by Langan on 3/11/2020 to include PFAS results

Notes:  
1) PFAS = per- and polyfluoroalkyl substances.  
2) LS was a proposed leachate sample location but was dry on day of sampling.

**PFAS Sample Locations, Groundwater Elevation and Contour Map  
Fourth Quarter 2018**

Altamont Landfill and Resource Recovery Facility  
Livermore, Alameda County, California

By: EMC Date: 1/23/2020 Project No.: FR19161340

**wood.**

Figure **1**

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**To:** ALRRF Community Monitor Committee

**From:** Langan, Community Monitor

**Date:** October 9, 2024

**Re:** **CMC Meeting of 10/9/24 – Agenda Item 6.6 – Reports From Community Monitor**

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### **ALTAMONT MONTHLY OPERATIONS AND RECORDS REVIEW**

During the third quarter of 2024, three site visits were performed by the Community Monitor. In addition to site visits, summaries of LEA inspections available on CalRecycle's website are reviewed and important issues are highlighted in the monthly reports. The reports in this item include:

- Community Monitor Site Visit for July, which took place on July 26, 2024.
- Community Monitor Site Visit for August, which took place on August 22, 2024.

Details about operations-related matters are provided in the attached reports. For the third quarter: FA2 Phase 6 construction is complete, and active disposal began in the phase, FA2 Phase 7 construction began, ALRRF received two NOV's and multiple AOCs.

During the Third Quarter of 2024, there were six special occurrences.

- On July 8, 2024, at 7:35AM, an incident was reported that a rollover of a third-party truck, occurred at the entrance of the facility. The customer was hauling MSW with a high side trailer. The driver made a sharp turn into the facility and the trailer rolled over onto its right side. The customer stated that due to his load and sharp turn it caused the bolts of the lift cylinder to snap and subsequently the trailer to roll over. The customer had a cut on his head and received medical assistance. No WM personnel or WM vehicles were involved in the incident.
- On July 10, 2024, at 7:00AM, a third-party truck rolled over in the public area of FA2, Phase 5 due to an uneven load that caused his trailer to tip over. During the time of the incident, high winds may have also contributed to the accident. The tipping pad at the time was even. No WM equipment, vehicles were involved. No injuries occurred.
- On July 12, 2024, at 4:55PM, WM employees heard someone call "fire" in the main garbage over the radio. WM applied water and dirt to the fire. Sukut and CalFire assisted with putting out the fire. At 6PM the CalFire chief provided the landfill with clearance and left the landfill.

# MEMO

- On July 22, 2024, at 2AM, a fire occurring on Altamont Pass (580 Highway) caused a delay in costumers arriving to the landfill. CHP and local fire department shut down Altamont Pass Road from the entrance of Greenville to the entrance of the landfill from 2-4AM. Costumers had to pass the Greenville exit and take Grant Lake exit instead. After 8AM, the pass was reopened.

**June 2024****ALRRF Community Monitor Monthly Report**Monthly Tonnage Report for June 2024, received July 15, 2024

## Tonnage Summary:

tons

## Disposed, By Source Location

1.1	Tons Disposed from Within Alameda County	72,391.30
1.2	Other Out of County Disposal Tons	1,574.48
	subtotal Disposed	<u>73,965.78</u>

## Disposed, By Source Type

2.1	C&D	1,010.97
2.2	MSW	70,175.87
2.3	Special Wastes	2,778.94
	subtotal Disposed	<u>73,965.78</u>
		0.00 0.00%

## Other Major Categories

2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	0.00
2.5	Revenue Generating Cover	51,558.45
	Total, 2.1 - 2.5	<u>125,524.23</u>

## Materials of Interest

2.1.1	Fire Debris	1,010.97
2.3.1	Friable Asbestos	622.28
2.3.2	Treated Wood	115.77
2.5.1	Class 2 Cover Soils	27,098.01
2.5.2	Auto Shredder Fluff	12,381.41
2.5.3	Processed Green Waste/MRF fines, Beneficial Use (GSET)	0.00
2.5.4	MRF Fines for ADC	282.04



## **ALRRF Reports from Community Monitor**

**July 2024**

### Site Visit July 26, 2024, 10:30 AM – 12:00 PM

- Attended by Megan Rollo (Langan, Community Monitor).
- Escort: Sonam Kaur (Waste Management), unannounced.
- Weather: Smoke, sunny, 88 degrees F.

### General Observations

- Traffic to the site was flowing freely through the road and the entrance of the landfill upon arrival. Line of public trucks observed outside FA2.
- The scale houses appeared to be in good condition.

### Fill Area 1

- Fill Area 1 (FA1) was observed at the LSI ponds.
- The LSI ponds were in good condition. LSI-2, which holds underdrain and rainwater was observed with 7.5 feet of freeboard.
- LSI-1, which holds leachate, had 8 feet of freeboard.



### Fill Area 2

- Landfill operations were occurring on Phase 6 for commercial use and public use.
- Slope construction observed at Phase 7 at time of visit.
- Two tippers present in Phase 6 at time of visit.
- Several piles of ADC were observed Phase 6 at time of visit.
- Some birds present.





Solidification Basin

- Solidification Basins appear to be in good condition at time of visit.
- Observed lower level of liquid/material in basins at time of visit.
- Two trucks active in this area at time of visit.



Back-40 and Bethany Reservoir

- Observed litter crew in Back-40 and road to Bethany Reservoir. WM says that they are increasing the litter crew by 10 people for the windy season.
- Light litter present in Back-40.



Other Environmental Observations / Issues

- Violation #1 – Visited FA1/Unit 1 and FA1/Unit 2 and observed the area to be free from leachate staining and/or ponding leachate. Observed that the area is graded.
- AOC #4 – Visited LSI-3 and observed soil affected by leachate spill to be removed and a new leachate pump with secondary containment installed at the northeast corner of LSI-3.
- On July 15, 2024, the LEA issued an AOC for litter disposal in the area between the Back-40 and Bethany Reservoir.







#### Special Occurrences

- On July 8, 2024, at 7:35AM, an incident was reported that a rollover of a third-party truck, occurred at the entrance of the facility. The customer was hauling MSW with a high side trailer. The driver made a sharp turn into the facility and the trailer rolled over onto its right side. The customer stated that due to his load and sharp turn it caused the bolts of the lift cylinder to snap and subsequently the trailer to roll over. The customer had a cut on his head and received medical assistance. No WM personnel or WM vehicles were involved in the incident.
- On July 10, 2024, at 7:00AM, a third-party truck rolled over in the public area of FA2, Phase 5 due to an uneven load that caused his trailer to tip over. During the time of the incident, high winds may have also contributed to the accident. The tipping pad at the time was even. No WM equipment, vehicles were involved. No injuries occurred.
- On July 12, 2024, at 4:55PM, WM employees heard someone call "fire" in the main garbage over the radio. WM applied water and dirt to the fire. Sukut and CalFire assisted with putting out the fire. At 6PM the CalFire chief provided the landfill with clearance and left the landfill.
- On July 22, 2024, at 2AM, a fire occurring on Altamont Pass (580 Highway) caused a delay in customers arriving to the landfill. CHP and local fire department shut down Altamont Pass Road from the entrance of Greenville to the entrance of the landfill from 2-4AM. Customers had to pass the Greenville exit and take Grant Lake exit instead. After 8AM, the pass was reopened.

**July 2024****ALRRF Community Monitor Monthly Report**Monthly Tonnage Report for July 2024, received August 14, 2024

Tonnage Summary:		tons
Disposed, By Source Location		
1.1	Tons Disposed from Within Alameda County	82,564.12
1.2	Other Out of County Disposal Tons	2,001.25
	subtotal Disposed	<u>84,565.37</u>
Disposed, By Source Type		
2.1	C&D	471.84
2.2	MSW	79,913.13
2.3	Special Wastes	4,180.40
	subtotal Disposed	<u>84,565.37</u>
		0.00 0.00%
Other Major Categories		
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	0.00
2.5	Revenue Generating Cover	64,920.51
	Total, 2.1 - 2.5	<u>149,485.88</u>
Materials of Interest		
2.1.1	Fire Debris	471.84
2.3.1	Friable Asbestos	523.86
2.3.2	Treated Wood	116.47
2.5.1	Class 2 Cover Soils	38,633.20
2.5.2	Auto Shredder Fluff	12,178.43
2.5.3	Processed Green Waste/MRF fines, Beneficial Use (GSET)	0.00
2.5.4	MRF Fines for ADC	369.51

## **ALRRF Reports from Community Monitor**

**August 2024**

Site Visit August 22, 2024, 10:00 AM – 12:00 PM

- Attended by Megan Rollo (Langan, Community Monitor).
- Escort: Sonam Kaur (Waste Management), unannounced.
- Weather: Cloudy, windy, 66 degrees F.

### General Observations

- Traffic to the site was flowing freely through the road and the entrance of the landfill upon arrival. Line of public trucks observed outside FA2.
- The scale houses appeared to be in good condition.

### Fill Area 1

- Fill Area 1 (FA1) was observed at the LSI ponds.
- The LSI ponds were in good condition. LSI-2, which holds underdrain and rainwater was observed with 8 feet of freeboard.
- LSI-1, which holds leachate, had 8 feet of freeboard.



### Fill Area 2

- Landfill operations were occurring on Phase 6 for commercial use and Phase 5 public use.
- Liner installation observed at Phase 7.
- Two tippers present in Phase 6 at time of visit.
- Several piles of ADC were observed Phase 6 at time of visit.
- Due to wind speeds litter was observed airborne in the area. Observed WM staff actively mitigating this.
- Some birds present.







#### Solidification Basin

- Solidification Basins appear to be in good condition at time of visit.
- Observed two trucks in area at time of visit.



#### Back-40

- Moderate litter observed in the Back-40 area at time of visit due to high winds. Active litter crew on-site.



#### Other Environmental Observations / Issues

- WM has received NOV per an acceptance of Class I Soil which was disposed of and integrated into FA2.
- LEA provided WM with verbal recognition that the July 15, 2024, AOC has been lifted.
- LNG plant has been removed from facility.

#### Special Occurrences

- No special occurrence occurred during the month of August.

**ALRRF Community Monitor Monthly Report****August 2024**Monthly Tonnage Report for August 2024, received September 15, 2024

## Tonnage Summary:

tons

## Disposed, By Source Location

1.1	Tons Disposed from Within Alameda County	84,561.97
1.2	Other Out of County Disposal Tons	936.92
	subtotal Disposed	<u>85,498.89</u>

## Disposed, By Source Type

2.1	C&D	787.50
2.2	MSW	80,294.61
2.3	Special Wastes	4,416.78
	subtotal Disposed	<u>85,498.89</u>
		0.00 0.00%

## Other Major Categories

2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	26.28
2.5	Revenue Generating Cover	51,766.89
	Total, 2.1 - 2.5	<u>137,292.06</u>

## Materials of Interest

2.1.1	Fire Debris	787.50
2.3.1	Friable Asbestos	530.34
2.3.2	Treated Wood	80.51
2.5.1	Class 2 Cover Soils	22,525.97
2.5.2	Auto Shredder Fluff	14,326.05
2.5.3	Processed Green Waste/MRF fines, Beneficial Use (GSET)	0.00
2.5.4	MRF Fines for ADC	265.85



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1814 Franklin Street, Suite 505 Oakland, CA 94612 T: 510.874.7000 F: 510.874.7001

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**To:** ALRRF Community Monitor Committee

**From:** Langan – Community Monitor

**Date:** October 9, 2024

**Re:** **CMC Meeting of 10/9/24 - Agenda Item 6.7 - Topics for 2024 Annual Report**

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A draft of the Annual Report for 2024 will be provided at the January 2025 Community Monitor Committee meeting. As with prior reports, several topics that have been of special interest during the reporting year will be addressed. The list below shows the special topics for 2024 that we have identified. Input from Committee Members regarding these or other topics to be discussed in the Annual Report is welcome at this time.

- Fill Area 2 operations and expansion
  - Construction activity during 2024
  - Monitoring well replacement
- Cease and Desist Order (CDO)
  - Fill Area 2 Detection Monitoring Program
  - MW-4A Evaluation Monitoring Program
  - Fill Area 1 Corrective Action Program
  - Solidification basins
- Windblown litter
- ET Cover (Final ET Cover Demonstration Report)
- PFAS (as related to the landfill)

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## COMMUNITY MONITOR COMMITTEE STAFF REPORT

TO: Honorable Chairperson and Community Monitor Committee Members

FROM: Judy Erlandson, Public Works Manager

SUBJECT: Scheduling Community Monitor Committee Meetings for 2025

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### RECOMMENDED ACTION

Staff recommends the Community Monitor Committee establish and approve the Community Monitor Committee Meeting Calendar for 2025.

### DISCUSSION

The Settlement Agreement, dated December 5, 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 2025 are as follows:

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

All suggested meeting dates are scheduled on the second Wednesday of the month.

All meetings will be held at The Maintenance Services Center. The Maintenance Services Center lunchroom is available for the dates listed above. If an alternative

**MEETING DATE:**

**10-9-2024**

**AGENDA ITEM:**

**6.8**

schedule of regular meeting dates is chosen, these can be established pending venue availability.

#### 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: Community Monitor RFP Process

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### **RECOMMENDED ACTION**

Staff recommends that the Community Monitor Committee discuss and initiate a Request for Proposal for the services of a Community Monitor.

### **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.

### **DISCUSSION**

October 9, 2019, the Community Monitor Committee (Committee) and Langan Engineering and Environmental Services (Langan) entered into an Agreement for Consulting Services for Langan (Agreement) to perform the duties of the Community Monitor as defined by the Settlement Agreement. The Agreement included a provision for one three-year extension with majority approval from Committee members at a Committee meeting. On July 13, 2022, the Committee voted unanimously to extend the Agreement for the final term from January 1, 2023 to December 31, 2025.

Therefore, staff recommends the Committee discuss the attached draft Request for Proposal (RFP) and initiate a RFP for the services of a Community Monitor to the Committee. The attachments, including the draft agreement, are in the process of being

**MEETING DATE:**

**October 9, 2024**

**AGENDA ITEM:**

**6.9**

updated but will be finalized before the release of the RFP. If approved by the Committee, the City will plan to release an RFP in late January 2025. An opportunity for the Committee to interview prospective Community Monitors is tentatively scheduled for April 9, 2025 at a CMC meeting.

#### Process to Request for Proposal for a Community Monitor

Upon the Committee's initiation of a RFP for the services of a Community Monitor, the consultant selection and RFP preparation process will involve the following steps:

1. Prior to releasing the RFP, the Committee will give Waste Management of Alameda County (WMAC) five (5) working days to review and comment on the contents of the RFP.
2. The Committee will release the RFP and RFP Notice. The RFP Notice is to be posted to the public at least 10 days before the submittal deadline.
3. The Committee will coordinate the evaluation of responses to the RFP, and then invite a select number of consultants that are deemed to be most qualified to an interview. Emphasis will be placed on overall experience and the consultant's approach to providing services as expressed during the interview process.
4. The Committee shall provide WMAC with copies of all submitted proposals.
5. Within fifteen days after receiving all submitted proposals, WMAC shall have the right to submit to the Committee objections to any proposal based upon an objective showing that (1) the applicant does not individually or collectively possess the minimum qualifications set forth in the scope of services, and/or (2) the proposal exceeds the scope of work.
6. If three or fewer qualifying bids are submitted, then the Committee must accept either the lowest bid for the Community Monitor work, or any bid within a certain range of the lowest bid as described below.
7. The Committee may accept any qualifying bid which does not exceed the lowest by the applicable amounts set forth below:
  - a. If the lowest bid is fifty thousand dollars (\$50,000) per year or less, then twenty-five percent (25%) of the lowest bid;
  - b. If the lowest bid is greater than fifty thousand dollars (\$50,000) per year and equal to or less than seventy-five thousand dollars; (\$75,000) per year, then twenty percent (20%) of the lowest bid, or \$12,500, whichever is higher;
  - c. If the lowest bid is greater than seventy-five thousand dollars (\$75,000) per year, then ten percent (10%) of the lowest bid, or \$15,000, whichever is higher.
8. If the Committee reasonably determines that a higher bidder would provide better community monitoring services, the Committee may ask WMAC to waive the requirements of the low bid.


9. The Committee shall consult with WMAC prior to accepting any bid for the Community Monitor work.
10. The Committee shall take action by majority vote of the voting members for approval of a new Monitor.
11. The Committee will negotiate Agreement with the selected bidder.

A new Agreement with the selected Community Monitor must be executed by December 31, 2025. The previous RFP process for a Community Monitor took ten months to complete from posting of the RFP Notice to agreement execution.

## ATTACHMENTS

1. Draft Community Monitor Request for Proposal

Approved by:



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Judy Erlandson  
Interim Public Works Manager

# COMMUNITY MONITOR COMMITTEE

## REQUEST FOR PROPOSAL

### **“COMMUNITY MONITOR” TO MONITOR ALTAMONT LANDFILL AND RESOURCE RECOVERY COMPLIANCE**

The Community Monitor Committee is requesting sealed proposals for the **“Community Monitor” to Monitor Altamont Landfill and Resource Recovery Compliance**. All proposals must be received no later than **XXXX**. Proposals will not be opened publicly. Proposals received after said time will not be considered.

#### **Proposal Submittal Process**

All proposers must register as a vendor at no charge on Bidnet Direct. Please use the link provided below to send any communication to the City on behalf of the Community Monitor Committee and to submit proposals. No documents will be emailed directly to the proposers. Proposers must retrieve all documents from the Bidnet Direct platform ([www.bidnetdirect.com](http://www.bidnetdirect.com)).

All proposals must include completed forms. Proposals shall be delivered to the Acting Purchasing Specialist through the Bidnet Direct portal at [www.bidnetdirect.com/california/cityoflivermore](http://www.bidnetdirect.com/california/cityoflivermore).

The City directs proposers to submit all questions and requests for information related to this RFP process via Bidnet. The Bidnet platform will assign and provide a timestamp to each proposer inquiry. The deadline for submitting written questions and requests for information will be XXX,

Proposers are encouraged to submit questions prior to the deadline; there will not be a scheduled pre-proposal meeting.

Proposer shall submit a complete proposal via Bidnet.

THE COMMUNITY MONITOR COMMITTEE WILL NOT ACCEPT OR  
CONSIDER LATE RESPONSES.

**Date of Issuance:** **XXXX**



# COMMUNITY MONITOR

## Request for Proposal

### Introduction

Pursuant to a legal settlement governing the expansion of the Altamont Landfill and Resource Recovery Facility (ALRRF), the City of Livermore, the City of Pleasanton, the Sierra Club, the Northern California Recycling Association (NCRA), and Altamont Landowners Against Rural Mismanagement (ALARM) won the right to have an independent Community Monitor (CM) to monitor the operations at the Landfill. The costs for the CM are to be paid by Waste Management of Alameda County, Inc. (WMAC). This document provides guidelines for work to be performed by the CM as required in the *“Settlement Agreement Between and Among 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)*.

The Community Monitor Committee (CMC) is the representative body for the plaintiffs in the settlement and consists of the following four (4) voting members:

- 1 member appointed by the Livermore City Council
- 1 member appointed by the Pleasanton City Council
- 1 member appointed by the Northern California Recycling Association
- 1 member appointed by the Sierra Club

The CM shall be an independent contractor retained and supervised by the CMC. The CM will report to the CMC and shall represent the interests of the community in seeing that regulations are properly applied to minimize the impacts of the ALRRF on the surrounding community.

The CMC is seeking proposals from any individual, firm, organization, or any combination thereof (“Consultant”), which meets the minimum qualifications to perform the duties of Community Monitor (CM). The CMC will be responsible for interviewing, retaining, supervising the work, and overseeing the payment of, and, if necessary, terminating the contract of the Consultant serving as CM.

The CMC anticipates that the CM will be functioning for the life of the landfill expansion, estimated to be 20-40 years. The initial contract that results from the Request for Proposal (RFP) is expected to be for one three-year duration with the option to renew for one additional three-year period.

The following information is included in the Request for Proposal (RFP) as background information.

- Attachment A – Summary of Regulating Agencies  
This is a summary of the agencies that regulate the operation of the ALRRF and recent approvals that have been issued to the landfill.
- Attachment B – List of Permit Approvals  
This is the most recent permit approvals were issued to the ALRRF.
- Attachment C – Solid Waste Facilities Permit (SWFP)  
This is the most recent SWFP that was issued to the ALRRF by the Alameda County Environmental Health Department.
- Attachment D – Settlement Agreement  
This is the Settlement Agreement that describes conditions on the operation of the ALRRF
- Attachment E – ALRRF Conditional Use Permit
- Attachment F – Sample Agreement
- Attachment G – Conditions of Approval For the Altamont Recycling and Composting Facility

### **Qualifications of Consultant to Serve as Community Monitor**

The CM may be any individual, firm, or organization, or any combination thereof, which meets the minimum qualifications set forth in this subsection. The CM shall serve as an independent contractor for the CMC, and the CM shall meet the following minimum qualifications:

- a. A minimum 10 years experience is recommended relating to the areas of landfill design, construction, operations, and regulatory oversight;
- b. Familiarity with the *Settlement Agreement* in order to assist the CMC in carrying out its responsibilities under the Settlement Agreement and to carry out the work of the CM under the Settlement Agreement;
- c. Possess a California Professional Engineers license;
- d. Expertise in monitoring environmental impacts, including air emission and discharges to groundwater;
- e. Experience in monitoring compliance with mitigation measures pursuant to the California Environmental Quality Act or other California laws or regulations requiring environmental mitigation;

- f. Familiarity with the operations of solid waste landfills, and with regulatory requirements of the California Integrated Waste Management Board, the Regional Water Quality Control Board, the Alameda County Local Enforcement Agency ("LEA"), and the Bay Area Air Quality Management District relating to the operation of solid waste landfills;
- g. The CM shall possess the ability to communicate environmental information in a clear and comprehensible manner; and
- h. The CM shall demonstrate that it does not have a conflict of interest.
- i. The CM shall be willing to avoid employment, contracting, or consulting arrangements with WMAC, its parent company, or affiliates of WMAC, or its parent through to completion of this project.
- j. The CM may be disqualified if he or she is a past or current employee or contractor of WMAC or its parent company (Waste Management, Inc.).
- k. The CM shall have familiarity with the requirements for compliance with the Brown Act.

The CMC anticipates hiring a CM to complete the duties as described in the Scope of Work below. Services in general will include, but are not limited to, reviewing and analyzing materials, reports, documents, and data, advising the public via written or oral reports, issuing written reports, conducting inspections, and reporting to the CMC.

### **Scope of Work**

- 1. CM shall review all reports, documents, and data, which WMAC is required to submit to the County or any other regulatory agency pursuant to the Settlement Agreement or the terms of WMAC's permits and approvals for the ALRRF. Material to be reviewed by the CM includes, but is not limited to, the documents listed in the Attachments.
- 2. The CM shall directly lead and oversee all inspections and report preparations.
- 3. The CM shall present reports and findings to the CMC.
- 4. The CM shall serve as the primary CMC liaison with WMAC and regulatory agencies.
- 5. The CM shall review all documents submitted to the County in connection with the Conditional Use Permit (CUP), any compliance reviews, and the CUP Mid-Capacity Compliance Review to be conducted pursuant to the Settlement Agreement.

6. The CM shall review and evaluate all testing data and source information as provided in Attachment D (Exhibit "A," of the Settlement Agreement) to determine acceptability of variance waste (e.g., material that requires a variance from the then existing permit conditions) or declassified waste (see California Code of Regulations Title 22, 66260.200). Such notice, data, and information shall be provided to the CM by WMAC within 48 hours after receipt by WMAC, and no fewer than ten (10) days prior to any acceptance at ALRRF of such material.
7. The CM shall review all other reports, documents, and data regarding the ALRRF's compliance with applicable environmental laws and regulations.
8. The CM shall prepare meeting agendas and minutes for all CMC meetings, reserve and set up the meeting room, provide the required materials for CMC Members in a timely fashion, and provide other support as necessary. CMC meetings will be scheduled quarterly, or as otherwise directed by the CMC.
9. The CM shall advise the CMC, as requested by the CMC, via a brief oral presentation (approximately 15-20 minutes) accompanied by a written executive summary regarding progress on execution of the scope of work. The CM shall provide the CMC with an electronic version of any written materials that are associated with the presentations at least two weeks before the CMC meeting.
10. The CM shall issue a written report no later than the end of the contract period each year summarizing the CM's activities and the ALRRF's compliance record with respect to all applicable environmental laws and regulations including an oral presentation to the CMC of no longer than one hour.
11. The CM shall notify the CMC if the CM reasonably suspects that there is any noncompliance with environmental laws and regulations, or with the agreement, or with the conditions of any permit or approval for the operations of the ALRRF. If the CM suspects the noncompliance involves a substantial environmental or health risk, the CM shall immediately notify WMAC and the LEA of such suspected substantial noncompliance.
12. Review Reports
  - a. The CM shall review all testing data (except contaminated soil projects of less than 10 yards - Condition No. 2.3) and source information submitted to WMAC as provided in Attachment D (Settlement Agreement Exhibit "A" - Condition No. 2) with regard to any proposed acceptance at the ALRRF for any use or disposal of material that requires a variance from the then existing permit conditions at ALRRF in order to be accepted there or is a hazardous waste that has been declassified or is proposed to be declassified for purposes of acceptance at ALRRF ("declassified waste" per California Code of Regulations Title 22, 66261.200). The CM shall

review the propriety of such receipt of material under all applicable laws and regulations and may as necessary notify or consult with any appropriate regulatory agency regarding such action.

- b. The CM shall review the inspection reports of the regulatory agencies and target its inspections accordingly to issues that are not covered by those inspection reports.

### 13. Inspections

- a. The CM shall inspect the ALRRF twelve (12) times during each contract year for compliance with permits or any applicable environmental laws or regulations, including at least 4 (four) unannounced inspections and 3 (three) off hour inspections. Announced inspections shall occur upon prior or simultaneous telephonic or personal notice to WMAC. Whether the notice given is prior or simultaneous shall be at the sole discretion of the CM. WMAC is required to provide the CM the appropriate contact(s) and telephone number(s) for notice of the visit. WMAC has the right to have a representative accompany the CM on any such inspection. Within two weeks of beginning work, the CM shall send to WMAC a list of the name(s) and contact information for its personnel who will conduct all inspections during the term of the contract.
- b. At the direction of the CMC, the CM shall accompany the LEA inspector on their visits to and inspections of the facility. The LEA inspector shall retain control of the inspection, and the CM shall not interfere with the work of the LEA inspector. The LEA is required to provide reasonable notice to the CM of its regular and other inspections of ALRRF and allow the CM to accompany its inspector(s) on any such inspections. In the case of impromptu inspections, telephonic notice to the CM, including the leaving of a telephone message, shall constitute reasonable notice. The CM should anticipate 4-6 visits annually with LEA inspector. Unannounced CM inspections may occur at the same time as the LEA inspections.
- c. The CM may conduct up to six (6) additional same day inspections per calendar year, if, in the conduct of the CM's duties, the CM reasonably determines that the ALRRF is in substantial noncompliance with any environmental law or regulations, the substantial noncompliance is reported to the applicable regulatory agency, and the regulatory agency determines that there is a substantial noncompliance problem. Such additional inspections, if authorized by the CMC, will qualify for additional compensation to the CM, up to an additional twenty percent (20%) beyond the annual contract amount. The CM shall immediately notify and obtain pre-approval from the CMC to perform these inspections.

14. The CM shall conduct a minimum of 6 independent counts of trucks arriving at the ALRRF during the time period indicated by the CMC, with such monitoring to be done at or outside the entrance gate to the ALRRF. The truck counts shall be conducted, at a minimum, to determine compliance with the 50 total refuse truck trips per hour limitation during the hours of 6:45 a.m. to 8:45 a.m. and the 10 total refuse truck trips per hour limitation during the hours of 4:30 p.m. to 5:30 p.m. If there is a significant discrepancy between the CM's truck counts and the truck counts reported by WMAC, and that discrepancy cannot be resolved, up to six additional truck counts may be conducted by the CM.
15. The CM shall report to the CMC, and the CMC shall provide reasonable oversight and supervision of the CM's work and expenses.
16. Contact the EPA inspectors at least once annually to determine if the EPA has any regulatory compliance issues regarding with the ALRRF that would be of interest to the CM.

### **Qualifications Package**

The Qualifications Package shall include the following:

- (1) Name, address, phone number, fax number, and website of Consultant.
- (2) Proposed services.
- (3) Name of principal contact person.
- (4) Year Consultant was established.
- (5) Time Consultant has operated in providing related services to public and private agencies.
- (6) Name, title, experience, licenses, and qualifications of lead person or persons to be designated as CM.
- (7) A list of similarly related contracts that the Consultant has completed or is currently working on, including length of contract and references to be contacted in relation to same.
- (8) Information about the Consultant's qualifications and ability to perform the work as described in the Project Guidelines.
- (9) The Consultant's experience completing a similar project for another agency.
- (10) Information about the Consultant's ability to complete the term of the contract.
- (11) A list of any contracting or consulting arrangements with WMAC, its parent company (Waste Management, Inc.), or affiliates of WMAC or its parent, current or past (last ten (10) years).

- (12) Provide at least 3 (three) references. Reference will not be contacted unless there is interest in the candidate.
- (13) The proposal must include time and materials costs and a not-to-exceed cost for each item in the scope of work.

WMAC has the right, by giving written notice within 15 days, to disqualify for consideration as the CM any party, which is, or includes as part of a team, a party that is adverse in pending litigation to WMAC, its parent, or affiliates of WMAC or its parent.

### **Selection Process**

- (1) The CMC will coordinate the evaluation of responses to the RFP and then invite a select number of Consultants that are deemed to be most qualified to an in-person interview, tentatively scheduled for April 9, 2025. Emphasis will be placed on overall experience and the Consultant's approach to providing services as expressed during the interview process.
- (2) The CMC will provide WMAC with copies of all submitted proposals.
- (3) Within fifteen days after receiving all submitted proposals, WMAC may submit to the CMC objections to any proposal based upon an objective showing that (1) the applicant does not individually or collectively possess the minimum qualifications set forth in the scope of services, and/or (2) the proposal exceeds the scope of work.
- (4) The CMC will take action by a vote of at least three of the voting members.
- (5) The proposal must include time and materials costs and a not-to-exceed cost for each item in the scope of work.

**RFP responses will be accepted no later than 3:30 p.m. on XXX**



Attachments:

- Attachment A - Summary of Regulating Agencies
- Attachment B - List of Permit Approvals
- Attachment C - Solid Waste Facilities Permit
- Attachment D - Settlement Agreement
- Attachment E - ALRRF Conditional Use Permit
- Attachment F - Sample Agreement
- Attachment G - Conditions of Approval for the Altamont Recycling and Composting Facility

DRAFT

# ATTACHMENT A

## SUMMARY OF REGULATING AGENCIES

Agency	Current Permit or Approval	Regulatory Authority	Scheduled Inspection Frequency	Reports and Frequency
Local Enforcement Agency (LEA) – Alameda County Environmental Health – Solid Waste Program [Certified & Overseen by CalRecycle (CA Dept of Resources Recycling and Recovery)]	Solid Waste Facility Permit (SWFP)  CalRecycle/SWIS Facility No. 01-AA-0009, revised 2020	<ul style="list-style-type: none"> <li>• General Landfill Operations pursuant to California Code of Regulations (CCR), Titles 14 &amp; 27, and Public Resources Code (PRC)</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly LEA Inspection Reports</li> <li>• Others required in SWFP - varying frequency &amp; various agencies receiving reports (please see SWFP)</li> <li>• Permit reviewed every 5 years</li> <li>• CIWMB inspection</li> </ul>
Regional Water Quality Control Board (RWQCB Region 5, Sacramento) under regulatory authority of the State Water Resources Control Board (SWRCB)	Waste Discharge Requirements (WDRs) and Monitoring and Reporting Program (MRP)  WDR Order No. R5-2016-0042-01  Amending Order R5-2017-0026  Cease and Desist Order (CDO) R5-2021-0020	<ul style="list-style-type: none"> <li>• Groundwater</li> <li>• Landfill design and construction to protect groundwater</li> <li>• Waste stream classification &amp; approval</li> </ul>	<ul style="list-style-type: none"> <li>• Site inspections during liner and leachate collection system construction</li> <li>• Additional inspections to address specific compliance or groundwater issues</li> </ul>	<ul style="list-style-type: none"> <li>• Semi-annual and annual groundwater monitoring reports</li> <li>• Landfill design &amp; construction plans &amp; reports, including Construction Quality Assurance (CQA)</li> <li>• Reports triggered by specific actions or incidents, as described in the WDRs</li> <li>• Responses to Water Board requests for information</li> </ul>

<b>Agency</b>	<b>Current Permit or Approval</b>	<b>Regulatory Authority</b>	<b>Scheduled Inspection Frequency</b>	<b>Reports and Frequency</b>
SWRCB / RWQCB	General Industrial Stormwater Discharge Permit  No. 5S01I000600	• Industrial General Permit Order 2014-0057-DWQ	• No scheduled inspections – Self-monitoring/Self-implementing	• Annual Compliance Report • Stormwater Pollution Prevention Plan rev April 2018
Bay Area Air Quality Management District (BAAQMD)	Plant Number A2066  Multiple sources of emissions covered by a site-wide Title V permit	• Air pollution & emissions	• Bi-annual • Additional to address specific compliance issues	• Semi-Annual Inspection Report • Annual compliance certification
California Department of Fish and Wildlife (CDFW)	Streambed Alteration Agreement Fill Area 1	• Wildlife and CA Endangered Species issues	• No scheduled inspections	• Periodic/As needed
CDFW	Streambed Alteration Agreement <sup>1</sup> Fill Area 2	• Wildlife and CA Endangered Species issues	• No scheduled inspections	• Periodic/As needed
United States Environmental Protection Agency (USEPA)	Determination of Acceptability under the CERCLA Off-Site Rule	• Federal waste laws & regulations not superceded by state laws & regulations	• No scheduled inspections	• Periodic/As needed
United States Army Corp of Engineers (USACE)	Section 404 – Dredge and Fill Material Permit Fill Area 2 <sup>1</sup>	• US Waters and Waterways	• No scheduled inspections	• Periodic/As needed
United States Fish and Wildlife Service (USFWS)	Habitat Conservation Plan; Biological Opinion (Section 7 Consultation) <sup>1</sup>	• Wildlife and US Endangered Species issues	• No scheduled inspections	• Periodic/As needed
Cal EPA, Department of Toxic Substances Control (DTSC)	Regulation of hazardous wastes	• Enforcement of regulations pertaining to hazardous wastes	• No scheduled inspections	• Annual Facility Report

<b>Agency</b>	<b>Current Permit or Approval</b>	<b>Regulatory Authority</b>	<b>Scheduled Inspection Frequency</b>	<b>Reports and Frequency</b>
Certified Unified Program Agency (CUPA)	Hazardous Materials Business Plan (HMBP)	<ul style="list-style-type: none"> <li>• Enforce regulations pertaining to haz waste generators</li> </ul>	<ul style="list-style-type: none"> <li>• No scheduled inspections</li> </ul>	<ul style="list-style-type: none"> <li>• Annual Certification of HMBP</li> <li>• Periodic updates of HMBP when waste inventories change</li> </ul>
Fire Department	Fire prevention/control	<ul style="list-style-type: none"> <li>• CCR, Titles 19 &amp; 24</li> </ul>	<ul style="list-style-type: none"> <li>• Annual</li> </ul>	<ul style="list-style-type: none"> <li>• No reporting requirements</li> </ul>

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<sup>i</sup> These three permit documents, together with the mitigations listed in the 1999 Final EIR for landfill expansion and Conditional Use Permit C-5512, impose numerous interrelated planning and reporting conditions that are triggered by the construction and/or operation of Fill Area 2.

# ATTACHMENT B

## LIST OF PERMITS AND APPROVALS Altamont Landfill and Resource Recovery Facility Alameda County, California

<i><b>AGENCY*</b></i>	<i><b>PERMIT NUMBER / APPROVAL DESCRIPTION</b></i>
CalRecycle (enforced by LEA)	<i>Solid Waste Facility Permit</i> SWFP No. 01-AA-0009 revised 2020
SWRCB (enforced by RWQCB)	<i>Waste Discharge Requirements</i> WDR Order No. R5-2016-0042, and <i>Amending Order</i> R5-2017-0025 <i>Cease and Desist Order (CDO)</i> R5-2021-0021
SWRCB (enforced by RWQCB)	<i>General Industrial Storm Water Discharge Permit</i> Number 5S01I000600
BAAQMD	Plant Number A2066 – <i>Permit to Operate</i>
BAAQMD	Plant Number A2066 – <i>Federal Title V Permit</i>
Alameda County Planning Department	CUP No. C-5512 and mitigations in Appendix F of Final EIR for ALRRF Class 2 Expansion, SCH # 1985100825
Alameda County Planning Department	CoIWMP Finding of Conformance ACWMA Resolution #2000-10
USEPA, Region IX	Determination of Acceptability under the CERCLA Off-Site Rule
USEPA	Acknowledgement of Notification of Hazardous Waste Activity
CDFW	Streambed Alteration Agreement for Fill Area 1
CDFW	Streambed Alteration Agreement for Fill Area 2
USACE	Section 404 Dredged and Fill Material Permit for Fill Area 2
USFWS	Biological Opinion 1-1-04-F-0488, dated June 21, 2010
Alameda County Planning Department	CEQA Status Determination letter from Alameda County Planning Department regarding proposed pilot for use of biosolids and green waste materials as Alternative Daily Cover (ADC). No additional environmental review needed.
CalRecycle (enforced by LEA)	Letters from LEA approving various materials as ADC, including geosynthetic blankets or tarps; biosolids (treated sewage sludge), treated auto shredder waste (TASW), green waste material, shredded tires; solidified materials, and MRF fines. Subsequent State or local regulations have nullified some of these approvals, e.g. for green waste.
SWRCB (enforced by RWQCB)	Letter from RWQCB approving ALRRF proposal to accept and treat nonhazardous commercial, industrial and residential wastewaters and sludges that do not contain volatile organic compounds (VOCs).
SWRCB (enforced by RWQCB)	Letter from RWQCB approving ALRRF request to accept and convert additional types of liquid wastes (commercial, industrial, and residential waste waters and sludges with VOC concentrations less than 1,000 parts per million) to solid wastes (Case No. 2584)

# **ATTACHMENT B**

## **LIST OF PERMITS AND APPROVALS Altamont Landfill and Resource Recovery Facility Alameda County, California**

SWRCB (enforced by RWQCB)	Letter from RWQCB approving demonstration project proposal for solidification of liquid and semi-solid waste in clay lined pits (Case No. 2584)
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# **ATTACHMENT B**

## **LIST OF PERMITS AND APPROVALS Altamont Landfill and Resource Recovery Facility Alameda County, California**

\* AGENCY NAMES:

- CalRecycle: California Department of Resources Recycling and Recovery
- LEA: Local Enforcement Agency (Alameda County Department of Environmental Health)
- SWRCB: State Water Resources Control Board
- RWQCB: Regional Water Quality Control Board (Region 5, Sacramento area)
- BAAQMD: Bay Area Air Quality Control District
- ACWMA: Alameda County Waste Management Authority
- USEPA: United States Environmental Protection Agency
- CDFW: California Department of Fish and Wildlife
- USACE: United States Army Corps of Engineers
- USFWS: United States Fish and Wildlife Service



<b>SOLID WASTE FACILITY PERMIT</b>		1. Facility/Permit Number:  <b>01-AA-0009</b>				
<b>2. Name and Street Address of Facility:</b>  Altamont Landfill and Resource Recovery Facility 10840 Altamont Pass Road, Livermore CA 94551	<b>3. Name and Mailing Address of Operator:</b>  Waste Management of Alameda County 172 98 <sup>th</sup> Avenue Oakland, CA 94503	<b>4. Name and Mailing Address of Owner:</b>  Waste Management of Alameda County 172 98 <sup>th</sup> Avenue Oakland, CA 94503				
<b>5. Specifications:</b>						
<b>a. Permitted Operations:</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Composting Facility (mixed wastes)  <input type="checkbox"/> Composting Facility (yard waste)  <input checked="" type="checkbox"/> Landfill Disposal Site  <input type="checkbox"/> Material Recovery Facility             </div> <div style="width: 45%;"> <input type="checkbox"/> Processing Facility  <input type="checkbox"/> Transfer Station  <input type="checkbox"/> Transformation Facility  <input type="checkbox"/> Other:             </div> </div>						
<b>b. Permitted Hours of Operation:</b> (Receipt of Refuse/Waste) <u>24 hours</u> (Ancillary Operations/Facility Operation Hours) <u>24 hours</u> (Public Hours) <u>Monday through Friday 6 a.m. to 6 p.m.</u>						
<b>c. Permitted Tons per Operating Day:</b> <u>11,150</u> Tons per Day for Disposal						
<b>d. Permitted Traffic Volume:</b> <u>557</u> Refuse Vehicles per Day						
<b>e. Key Design Parameters (Detailed parameters are shown on site plans bearing LEA and CIWMB validations):</b>						
	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (in acres)	2,170	472	N/A	N/A	N/A	N/A
Design Capacity		87.1 million tons 124.4 million cubic yard	N/A	N/A	N/A	N/A
Max. Elevation (Ft. MSL)		1200 feet				
Max. Depth (Ft. BGS)		540 feet				
Estimated Closure Date		2025				
Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The stipulated permit findings and conditions are integral parts of this permit & supersede the conditions of any previously issued permit.						
<b>6. Approval:</b>  <div style="text-align: center;"> <b>Ariu Levi</b>              Director, Environmental Health           </div> <div style="margin-top: 20px;"> </div> Approving Officer Signature				<b>7. Enforcement Agency Name and Address:</b>  Alameda County Environmental Health Office of Solid/Medical Waste Management  1131 Harbor Bay Parkway Alameda, CA 94502		
<b>8. Received by CIWMB:</b>  <div style="text-align: center; font-size: 1.2em;">07/18/2005</div>		<b>9. CIWMB Concurrence Date:</b>  <div style="text-align: center; font-size: 1.2em;">08/16/2005</div>		<b>10. Permit Issued Date:</b>  <div style="text-align: center; font-size: 1.2em;">08/22/2005</div>		
<b>11A. Next Permit Review Due Date:</b>  <div style="text-align: center; font-size: 1.2em;">08/22/2015</div>		<b>11B. Permit Transfer Date:</b>		<b>11C. Permit Review Date:</b>  <div style="text-align: center; font-size: 1.2em;">08/20/2010</div>		



August 20, 2010

Teresa Dominick  
Altamont Landfill and Resource Recovery Facility  
10840 Altamont Pass Road  
Livermore, CA 94551

**Subject: Five-year Solid Waste Facility Permit (SWFP) Review Determination for  
Altamont Landfill & Resource Recovery Facility (ALRRF) (01-AA-0009)**

Dear Ms. Dominick:

The Local Enforcement Agency (LEA) has completed its review of the 5-year Solid Waste Facility Permit application including 3 volumes of the revised Joint Technical Document (JTD), received on June 7, 2010 and a 2<sup>nd</sup> revision of the JTD (Section 4, 7 & Appendix I-2: Asbestos Management Plan), received on July 8, 2010.

The LEA has determined that no revision to the current Solid Waste Facility Permit (SWFP) is required. The revision of the JTD is considered to contain minor changes and is consistent with the existing CUP and CEQA requirements.

As a result of the 5-Year Permit Review, a Report of Facility Information (RFI) Amendment is required. **Please submit a Solid Waste Facility Permit (SWFP) application of RFI Amendment.**

Please see the attached 5-Year Permit Review Summary Report and check the additional pages for "findings/comments" of the revised JTD. Re-submit revised pages of JTD to reflect the "findings/comments" listed in this Review Summary Report in order to complete the RFI Amendment application.

As of today, the LEA cannot determine or approve the new Material Recovery Facility (MRF) or composting facilities (ie. Reclaimable Anaerobic Composter (RAC)) without the issuance of a revised or otherwise updated Conditional Use Permit, and supporting CEQA correspondence for our review. Please indicate "these" sections within the JTD with a note (i.e. These future operations are not yet approved and are subject to further review by the LEA and CalRecycle).

Any design or operational changes associated with the current operation are not sanctioned until incorporated into a SWFP, which has been concurred in by CalRecycle and issued by the Local Enforcement Agency.

Your cooperation is appreciated. If you have any questions about the process, please contact Wing Suen (510) 777-2218.

Very truly yours,

A handwritten signature in black ink, appearing to read "Wing Suen" with a stylized flourish at the end.

Wing Suen, REHS  
Office of Solid/Medical Waste Management  
Alameda County  
Department of Environmental Health

Cc: Reinhard Hohlwein, CalRecycle  
Jorge Goitia, LEA  
Ronald Browder, LEA  
Tianna Nourrot, WM  
Debra Kaufman, ACWMA  
Bruce Jensen, Alameda County Planning dept.

## ATTACHMENT:

Findings/Comments of updating the JTD (JUNE 2010) for the 5-year permit review

8/20/10

1. Provide a copy of the transmittal - the 2<sup>nd</sup> revised JTD Section 4, section 7 and the AppendixI-2, Asbestos Management Plan to the **"Alameda County Planning department."**
2. Section 2.7.8 (P.2-10 & 11), What's the update of section 401 & 404 permit? Pending for approval since 2005 & will be finalized in summer 2010.
3. Section 3.2.1 (P.3-2), 210ft to 1040ft (previous JTD) vs 210 to 299ft (recent JTD), which one is correct?
4. Section 4.1.1.1, Leachate Impoundments, (P.4-2,3) Provide a support document of the Water Boards approval yet & note in this paragraph of the JTD p.4-2 & 3)
5. Section 4.1.2, Resource Recovery Activities (p.4-4), "State" or "indicate" Composting operations & MRF are not approved yet & in future plans at the time of 5 yrs. permit review.
6. Section 4.1.3.2., Future Ancillary Facilities, (p.4-11), **Same as #5.**
7. Material Recovery Facility (MRF), Composting facilities and Reclaimable Anaerobic Composter (RAC) System, (p.4-12, 13 & 14) **Same as #5** and remove the phrase, "the Registration-Level Permit....." please refer to the permit review report directive.
8. Section 4.4.1, Existing Waste Volume, (P.4-23), last paragraph – "Need to provide support document" to indicate that "no limit by the current (2005) SWFP" because the 2005 JTD only showed 1998 SWFP limits asbestos containing waste acceptance to 2000 tpd. Please explain.
9. ADD FILL SEQUENCING schedule in JTD in pg5-7 ( **Annual "January"**)
10. Section 7.1, (p7-2), Incomplete sentence/paragraph of the last paragraph. **Provide the missing info.**
11. Section 7.4.2, Unloading Operations, (p.7-6,7), Need to provide **description of what types of barriers or fences in place for distinguishing the "active asbestos unloading zone" as an asbestos designated area** from the 2<sup>nd</sup> active face for MSW)
12. App. G-2 (p.3), General Assumption, remove "green waste" as ADC unless, it's purchased from other county or otherwise, permitted under the Alameda County Ordinance 2008-01.
13. Table 16 & 17, **same as #12.**
14. Section 7.4.6.3, Processed Green Material, (P.7-15). Modified the wordings to-Green waste material as on intermediate cover and/or final covered areas as erosion protection is subject to LEA evaluation and review.
15. Section 7.4.6.3, Processed C&D Wastes, (p.7-17). Provide support documents to use green waste mixed w/ solidified waste to Class III active face.
16. Treated Sewage Sludge and Water Treatment Sludge & Treated Sludges and Green Material (Combination) (p.7-17&18) **Same as #15.**
17. Section 7.6.2. Waste Tire Recycling, (p.7-23) Rewrite this section because the Shamrock Recycling of California (Shamrock) only can handle 150 tires per day without obtaining a Waste Tire Facility Permit (WTFP) operating under the existing "Altamont Landfill SWFP". The 14CCR § 18420(a)(1) does not state that the Shamrock does not require to obtain a waste tire facility permit. Please see the Public Resource Code (PRC) 42808.

PRC 42808. "Waste tire facility" means a location, other than a solid waste facility permitted pursuant to this division that receives for transfer or disposal less than 150 tires per day averaged on an annual basis, where, at any time, waste tires are stored, stockpiled, accumulated, or discarded. "Waste tire facility" includes all of the following:

(a) "Existing waste tire facility" means a waste tire facility which is receiving, storing, or accumulating waste tires, or upon which waste tires are discarded, on January 1, 1990.

(b) "Major waste tire facility" means a waste tire facility where, at any time, 5,000 or more waste tires are or will be stored, stockpiled, accumulated, or discarded.

(c) "Minor waste tire facility" means a waste tire facility where, at any time, 500 or more, but less than 5,000, waste tires are or will be stored, stockpiled, accumulated, or discarded. However, a "minor waste tire facility" does not include a tire dealer or an automobile dismantler, as defined in Sections 220 and 221 of the Vehicle Code, who stores waste tires on the dealer's or dismantler's premises for less than 90 days if not more than 1,500 total used or waste tires are ever accumulated on the dealer's or dismantler's premises.

Each of the tire facilities shall comply one of the followings:

Do not store more than 499 waste tires on site without a WTFP OR do not store more than 1500 waste tires for 90 days if qualified as a Tire dealer 14 CCR 18420 (a) (7) & (e).

18. For the entire JTD, change all CIWMB to CalRecycle. (For examples p.5-3, Table 1. 3<sup>rd</sup> column, change CIWMB to CalRecycle, p.6-2, p. 4-12, 14, p.6-17 & ....)

End.

**SETTLEMENT AGREEMENT  
BETWEEN AND AMONG  
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.**

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into on and effective as of December 5, 1999, between and among THE COUNTY OF ALAMEDA, a California county (the "County"), THE CITY OF LIVERMORE, a municipal corporation ("Livermore"), THE CITY OF PLEASANTON, a municipal corporation ("Pleasanton"), SIERRA CLUB, a California nonprofit membership corporation ("Sierra Club"), NORTHERN CALIFORNIA RECYCLING ASSOCIATION, a California professional trade association ("NCRA"), ALTAMONT LANDOWNERS AGAINST RURAL MISMANAGEMENT, a Nevada corporation ("ALARM"), and WASTE MANAGEMENT OF ALAMEDA COUNTY, INC., a California corporation ("WMAC"). The County, Livermore, Pleasanton, Sierra Club, NCRA, ALARM, and WMAC are sometimes each referred to as a "Party" and collectively referred to as "Parties".

**RECITALS**

A. WMAC owns and operates the Altamont Landfill and Resource Recovery Facility ("ALRRF") located at 10840 Altamont Pass Road in Alameda County. Prior to December 1996, WMAC had operated the ALRRF pursuant to Conditional Use Permit C-6395 (the "Existing Permit") and other prior use permits. Currently, the ALRRF accepts franchise and non-franchise waste, and franchise waste is accepted for disposal from Alameda County jurisdictions and from the City and County of San Francisco.

B. WMAC applied to the County in 1991 for a new use permit to expand the ALRRF by adding up to 196 million tons of disposal capacity, expanding daily tonnage from a permitted level of 11,150 tons per day to 20,365 tons per day, and expanding the area from which solid waste is accepted for disposal. On May 10, 1996, the County's Zoning Administrator certified a Final Environmental Impact Report (referenced as State Clearinghouse #92083047) and approved Conditional Use Permit C-5512 (the "1996 Permit"), which provided for a reduced expansion of ALRRF including 164 million tons of disposal capacity and an overall requirement that the volume of wastes accepted for disposal shall not exceed 11,150 tons per day as calculated on an annual basis (260 operating days per year). The actions of the County's Zoning Administrator were appealed to and upheld by the County's Board of Supervisors (the "Board") on December 5, 1996 through the adoption of Resolution No. R-97-284, which Resolution imposed additional conditions on the approved expansion and reduced the expansion to 80 million tons.

C. Sierra Club, NCRA, the Measure D Committee, ALARM and Castle & Cooke California, Inc. filed suit challenging the County's actions in Sierra Club et al. vs. County of Alameda, et al., Alameda County Superior Court Case No. 777721-7 (the "Sierra Club Lawsuit").

D. Livermore filed suit challenging the County's actions in City of Livermore vs. County of Alameda, et al., Alameda County Superior Court Case No. 785569-0 (the "Livermore Lawsuit").

E. Pleasanton filed suit challenging the County's actions in City of Pleasanton vs. County of Alameda, et al., Alameda County Superior Court Case No. V-012791-8 (the "Pleasanton Lawsuit").

F. The Sierra Club Lawsuit, the Livermore Lawsuit, and the Pleasanton Lawsuit were consolidated by order of court pursuant to a stipulation of the Parties (the "Consolidated Lawsuits"), and were heard in the Alameda County Superior Court by Judge Alex Saldamando, sitting by designation of the Judicial Council. Following briefing by the Parties and a hearing, on September 1, 1998, the court entered judgment on behalf of petitioners, finding certain aspects of the Final Environment Impact Report to be in violation of the California Environmental Quality Act. The judgment and accompanying writ directed the County to set aside the 1996 Permit.

G. WMAC timely filed a notice of appeal following entry of the court's judgment. Following the filing of WMAC's notice of appeal, the Board suspended the 1996 Permit but did not revoke the permit, pending settlement discussions between the Parties. As a result of this action, WMAC is currently operating the ALRRF pursuant to the Existing Permit.

H. Following the filing of WMAC's notice of appeal, the Parties engaged in extensive settlement discussions and negotiations to resolve the Consolidated Lawsuits by providing for a smaller landfill expansion with fewer proposed imports of waste to Alameda County. Castle & Cooke California, Inc. initially participated in these settlement discussions. The Measure D Committee participated throughout the settlement discussions but has chosen not to support or oppose the settlement.

I. The Parties have entered into this Agreement to settle each and any of their respective Claims under the Consolidated Lawsuits and any appeals thereof without further litigation, and to set forth their mutual understandings as to implementing a substantially reduced, 40 million-ton expansion of the ALRRF, including additional restrictions on particular categories of waste and significantly reduced imports of waste.

J. The processing and approval of an amended use permit and the preparation of a new CEQA document, such as a revised final EIR, as provided for in this Agreement, are intended by the Parties to fully satisfy the requirements of the judgment and writ in the Consolidated Lawsuits by adding restrictions to the operation of the ALRRF expansion.



## AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits of this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. Terms of Settlement. The Parties settle each and any of their respective Claims under the Consolidated Lawsuits and any appeals thereof without further litigation on the terms and conditions set forth below.

1.1. Relation Between This Agreement and the New Use Permit. The Parties and their counsel met to negotiate and draft this Agreement, as well as to negotiate certain operational conditions to be included in a new use permit for the ALRRF which may be approved by the Alameda County Board of Supervisors following appropriate hearing and compliance with the California Environmental Quality Act. In this discussion and negotiation, the Parties agreed to certain operational commitments that WMAC would undertake in the operation of the ALRRF, including the funding of the community monitor as set forth in this Agreement, and including the new conditions of approval set forth in Conditions No. 1 through 17 of Exhibit "A" attached hereto. All of the provisions of this Agreement, including WMAC's agreement to comply with the aforementioned operational conditions, are expressly conditioned upon the adoption by the Alameda County Board of Supervisors of an amended use permit that includes operational conditions which are consistent in every material respect with said Exhibit "A", unless otherwise agreed to by all the Parties.

1.2. County Fees. The County has stated its intent to impose certain host community fees in any amended use permit for operation of the ALRRF, including fees originally imposed by the County in its December 5, 1996 approval of Resolution No. R-97-284. These fees are set forth within Condition No. 18 of Exhibit "A" attached hereto. WMAC has not consented or agreed to the imposition of these fees. Petitioners have stated that their agreement to settle as set forth in this Agreement is conditioned upon the adoption of an amended use permit including provisions substantially similar to Condition No. 18 of Exhibit "A" attached hereto. The Parties agree, however, that any such fees, if imposed by the County, are imposed solely at the County's discretion and pursuant to the County's exercise of its authority, and have not been agreed or consented to by WMAC.

1.3. Adoption of a New Use Permit. This Agreement shall become effective upon execution by all the Parties; provided, however, that the performance of the obligations in Sections 3 and 5 shall not become effective until (a) the Board has approved an Amended Use Permit ("Amended Use Permit") that is consistent in all material respects with this Agreement, including without limitation Exhibit "A" hereto or changes to Exhibit "A" agreed to by all Parties pursuant to Sections 2.1.5.1 and 2.1.5.2; and (b) the Parties have taken the actions specified in Sections 2.2.1 and 2.2.2. The provisions of Exhibit "A" attached hereto shall not become effective until they are adopted as part of the Amended Use Permit. A draft version of the Amended Use Permit is attached to this Agreement as Exhibit "B." Exhibit "B" is a draft based on the terms of the 1996 Permit and including the new conditions of approval set forth in Exhibit "A."

2. Further Actions. Each Party shall take such further actions, and execute such other documents, as may be necessary to implement the terms of this Agreement. Without

limiting the foregoing, the Parties shall follow the implementation procedure and schedule set forth below:

2.1. Review and Adoption of an Amended Use Permit. Upon execution of this Agreement by all Parties, the Board will instruct County staff to proceed with any necessary environmental review to evaluate whether approval of the Amended Use Permit will result in any new significant impacts and otherwise respond to the trial court's decision in the Consolidated Lawsuits. The actions in this subsection do not commit the County to any particular course of action with regard to the terms in the Amended Use Permit.

2.1.1. County staff, and such environmental consultants as County staff determines are appropriate, will complete an appropriate level of environmental review for the Amended Use Permit under CEQA.

2.1.2. The Parties and their counsel will have an opportunity to review the scope of work for the environmental document and an administrative draft, and shall endeavor to develop a mutually agreeable environmental document that complies with CEQA and adequately responds to the trial court's decision in the Consolidated Lawsuits.

2.1.3. The environmental document is currently anticipated to be a revised final EIR, or a separate volume to be included with the prior EIR volumes as a revised final volume.

2.1.4. Following appropriate notice, the Board will schedule a hearing to consider approval of the Amended Use Permit.

2.1.5. If, as a result of the public hearing process or for any other reason, the County proposes to or makes any change in the draft Amended Use Permit that would cause the New Permit to be inconsistent in any material respect with this Agreement, including without limitation the provisions of Exhibit "A" hereto, the Parties shall meet and confer in good faith with the goal of eliminating such inconsistency. The Parties shall take the following steps to attempt to resolve any differences regarding changes or proposed changes in the Amended Use Permit:

2.1.5.1. The Parties may agree to the proposed change or changes.

2.1.5.2. If all Parties do not agree to the proposed change or changes, the Parties shall endeavor to develop a mutually agreeable alternative for recommendation to the Board.

2.1.5.3. If the Board does not approve an Amended Use Permit that is consistent in all materials respects with this Agreement, or with changes agreed to by all Parties, the provisions of Section 2.2.3 shall apply.

2.1.6. If the Board approves the Amended Use Permit, having first certified a revised final EIR, then the Board will instruct County staff to prepare a revised return to the writ to be filed with the trial court.

2.1.7. County Counsel will file a revised return to the writ stating that the County has entered into a settlement agreement and approved an amended use permit.

2.1.8. Following approval of the Amended Use Permit that is consistent in all material respects with this Agreement, or with changes agreed to by all Parties, if a permitting agency (such as the Alameda County Waste Management Authority (ACWMA), the Central Valley Regional Water Quality Control Board (RWQCB), or the California Integrated Waste Management Board (CIWMB)) (ACWMA, RWQCB, and CIWMB are hereinafter referred to individually and collectively, as a "Permitting Agency") proposes to issue, amend or modify a permit or approval for the ALRRF in a manner that is inconsistent in any material respect with this Agreement, the Parties shall meet and confer in good faith with the goal of eliminating such inconsistency. The Parties shall take the following steps to attempt to resolve any differences regarding the permit or approval:

2.1.8.1. The Parties may agree to the proposed permit or approval.

2.1.8.2. If all Parties do not agree to the terms and conditions of the proposed permit or approval, the Parties shall endeavor to develop a mutually agreeable alternative to the inconsistent portion of the permit or approval for presentation or recommendation to the Permitting Agency.

2.1.8.3. Failing the development by the Parties of a mutually agreeable alternative pursuant to Section 2.1.8.2, any Party may oppose the inconsistent portion of the permit or approval on the basis of the material inconsistency without being in violation of Section 4.

2.1.8.4. In making any presentation or recommendation to the Permitting Agency concerning a proposed permit or approval that is materially inconsistent with this Agreement, the presenting Party or Parties shall urge the Permitting Agency to act in a manner consistent with the Amended Use Permit, as it may be modified by Sections 2.1.5.1 and 2.1.5.2.

2.1.9. Following approval of the Amended Use Permit that is consistent in all material respects with this Agreement, or with changes agreed to by all Parties, if a Permitting Agency (such as ACWMA, RWQCB or CIWMB) proposes to issue, amend or modify a permit or approval for the ALRRF in a manner that is not inconsistent in any material respect with this Agreement but contains a provision or provisions otherwise objectionable to any Party, the Parties shall meet and confer in good faith with the goal of eliminating such objection. The Parties shall take the following steps to attempt to resolve any differences regarding the permit or approval:

2.1.9.1. The Parties may agree to the proposed permit or approval.

2.1.9.2. If all Parties do not agree to the terms and conditions of the proposed permit or approval, the Parties shall endeavor to develop a mutually agreeable

alternative to the objectionable provision or provisions of the permit or approval for presentation or recommendation to the Permitting Agency.

2.1.9.3. Failing the development by the Parties of a mutually agreeable alternative pursuant to Section 2.1.9.2, any Party may oppose the permit or approval on the basis of the objectionable provision or provisions without being in violation of Section 4.

2.2. Disposition of Litigation. If the Board adopts an Amended Use Permit that in all material respects is consistent with the draft New Use Permit, or with changes agreed to by the Parties, the Parties will take the following actions set forth below:

2.2.1. WMAC will dismiss its appeal.

2.2.2. The Parties that are petitioners in the Consolidated Lawsuits will file a document with the trial court indicating their satisfaction with the revised return to the writ.

2.2.3. If the Board does not adopt a permit that in all material respects is consistent with Exhibit "A" attached hereto, or with changes agreed to by all Parties, the Parties that are petitioners in the Consolidated Lawsuits may raise objections to the County's return to the writ and oppose in any forum all approvals related to the landfill expansion.

3. Enforcement of Amended Use Permit. The Parties acknowledge and agree that the County shall have primary authority for interpreting and enforcing the terms of the Amended Use Permit. In addition to the County's authority to interpret and enforce the Amended Use Permit, each Party shall have the contractual right to seek enforcement of the provisions of this Agreement and Exhibit "A" hereto, and any provisions of Exhibit "A" hereto as such provisions may be revised pursuant to Subsection 2.1.5 and incorporated into the Amended Use Permit, pursuant to Section 15 of this Agreement. In addition to the rights available pursuant to this Agreement, Livermore, Pleasanton, Sierra Club, NCRA, and ALARM, and each of them, shall have the right to ensure through any available administrative or judicial process WMAC's obligation to comply with the Amended Use Permit.

4. No Opposition for Approvals to Expand Landfill. The Parties shall not oppose in any forum the Amended Use Permit and any other additional approvals necessary to expand ALRRF and implement the Amended Use Permit in a manner consistent with the terms of this Agreement, including, without limitation, approvals from ACWMA. This provision shall be limited to the expansion of the ALRRF consistent with this Agreement and the Amended Use Permit, and shall not limit the Parties from taking positions adverse to each other on any other matters. In addition, each Party agrees and warrants that it shall not bring, commence, institute, maintain, prosecute (or allow any person, entity or organization to bring, commence, institute, maintain, or prosecute in the Party's name) any other action at law or equity, or any legal or administrative proceeding whatsoever, challenging the approval of the ALRRF expansion as authorized by the Amended Use Permit and this Agreement, provided that this provision shall not apply to any action to enforce the terms of this Agreement. This Agreement may be pled as a full and complete defense to, and may be used as a basis for injunctive relief against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

5. Community Monitor. Pursuant to the provisions set forth below, WMAC shall fund a community monitor (the "Community Monitor"), which will be a technical expert or experts meeting the minimum qualifications set forth below, to monitor the ALRRF's compliance with environmental laws and regulations as defined below, and to advise the public and the Cities of Livermore and Pleasanton about environmental and technical issues relating to the operation of the ALRRF. The Community Monitor shall be an independent contractor retained and supervised by the Community Monitor Committee, and WMAC shall not under any circumstances have any supervisory control over the Community Monitor.

5.1. Community Monitor Committee.

5.1.1. The Community Monitor Committee shall consist of the following four (4) voting members: one (1) member appointed by the Livermore City Council; one (1) member appointed by the Pleasanton City Council; one (1) member appointed by NCRA; and one (1) member appointed by Sierra Club. The Committee shall take action by a vote of at least three of the voting members. The County, Livermore and Pleasanton may, but are not required to, have assigned staff attend and participate in the Community Monitor Committee as non-voting members. One representative each designated by WMAC and by ALARM may, but are not required to, attend and participate in the Community Monitor Committee as a non-voting members. The Committee shall notify WMAC of any changes in the individual members sitting on the Committee.

5.1.2. The Community Monitor Committee shall be responsible for (a) interviewing, retaining, supervising the work and overseeing the payment of, and terminating the contract of the Community Monitor, as necessary; (b) reviewing all reports and written information prepared by the Community Monitor, including, but not limited to, the report prepared pursuant to subsection 5.7.5 below, and information disseminated to the public by the Community Monitor; and (c) participating in the Five Year Compliance Reviews (as defined in Condition No. 6 of Exhibit "A" attached hereto) and the Mid-Capacity Compliance Review (as defined in Condition No. 7 of Exhibit "A" attached hereto), including, but not limited to, conferring with the Community Monitor in connection with the Community Monitor's review of the materials submitted by WMAC and the County and submitting comments to the County Planning Commission or the County Board, as appropriate.

5.2. Selection. The Community Monitor shall be selected by majority vote of the voting members of the Community Monitor Committee, pursuant to the following procedures:

5.2.1. The Community Monitor Committee shall release a request for proposal (the "RFP") incorporating the scope of work set forth in subsection 5.7 below, and setting forth minimum qualifications for applicants as set forth in subsection 5.4 below. Prior to releasing the RFP, the Community Monitor Committee shall give WMAC five (5) working days to review and comment on the contents of the RFP.

5.2.2. The RFP shall specify a deadline for submission of proposals, that proposals must include the qualifications of the party or parties making the proposal, a base bid for the scope of work and associated expenses, as well as one or more hourly rates that would apply to any additional compensation which may be authorized pursuant to subsection 5.3.3,

below. The Community Monitor Committee may request additional information from applicants, provided that each such request shall be made only in writing and shall be made to all applicants and all applicants shall have the same amount of time to submit the requested information.

5.2.3. After the deadline for submitting proposals has expired, and any additional information requested by the Community Monitor Committee has been received, the Community Monitor Committee shall provide WMAC with copies of all submitted proposals. Within 15 days after receiving all submitted proposals, WMAC shall have the right to submit to the Community Monitor Committee objections to any proposal based upon an objective showing that (i) the applicant does not individually or collectively possess the minimum qualifications set forth in subsection 5.4 below, and/or (ii) the proposal exceeds the scope of work set forth in subsection 5.7 below.

5.2.4. If three or fewer qualifying bids are submitted, then the Community Monitor Committee must accept either the lowest bid for the Community Monitor work, or any bid within a certain range of the lowest bid, as set forth in subsection 5.2.5, below. If more than three qualifying bids are submitted, then the Community Monitor Committee must accept one of the two lowest bids for the Community Monitor work or any bid within a range of the lowest bid, as set forth in subsection 5.2.5, below. If the Community Monitor Committee reasonably determines that a higher bidder would provide better community monitoring service, the Community Monitor Committee may ask WMAC to waive the requirements of this subsection. The Community Monitor Committee shall consult with WMAC prior to accepting any bid for the Community Monitor work.

5.2.5. Notwithstanding the provisions of subsection 5.2.4, the Community Monitor Committee may accept any qualifying bid which does not exceed the lowest bid by the applicable amounts set forth below:

5.2.5.1. If the lowest bid is fifty thousand dollars (\$50,000) per year or less, then twenty-five percent (25%) of the lowest bid;

5.2.5.2. If the lowest bid is greater than fifty thousand dollars (\$50,000) per year and equal to or less than seventy-five thousand dollars (\$75,000) per year, then twenty percent (20%) of the lowest bid, or \$12,500, whichever is higher;

5.2.5.3. If the lowest bid is greater than seventy-five thousand dollars (\$75,000) per year, then ten percent (10%) of the lowest bid, or \$15,000, whichever is higher.

### 5.3. Compensation.

5.3.1. The Community Monitor shall provide detailed invoices for work actually performed, as described on an hourly basis, and for associated expenses, and such invoices shall be submitted to the Community Monitor Committee and WMAC on a monthly basis. WMAC shall pay such invoices to the Community Monitor Committee within 45 days of receipt by WMAC. Fees and expenses incurred by the Community Monitor which are inconsistent with both the Community Monitor's role as set forth in Section 5 and with the specific scope of work set forth in the Community Monitor's contract, shall not be reimbursed to

the Community Monitor by WMAC, except as provided in subsection 5.3.3 below. The Community Monitor shall not charge any fee for compilation of its invoices, and disbursements shall be billed on an actual cost basis.

5.3.2. The Community Monitor Committee shall provide detailed invoices for reasonable overhead business expenses, including such items as copying, postage and delivery services, telephone charges, and publication of notices, and such invoices shall be submitted to WMAC. WMAC shall pay such invoices to the Community Monitor Committee within 45 days of receipt by WMAC.

5.3.3. The total compensation to be paid by WMAC for the Community Monitor's work in any year shall be limited to the amount of the accepted bid from the Community Monitor, provided that this amount may be exceeded by up to twenty percent (20%) if the Community Monitor and the Community Monitor Committee reasonably determine that additional work is necessary for the Community Monitor to gather information regarding, inspect, report upon, and monitor any situation in which the Community Monitor has reasonable cause to believe, based on credible evidence, the ALRRF is in substantial noncompliance with any environmental law or regulation or any condition of a permit or approval for operation of the ALRRF. The Community Monitor Committee shall consult with WMAC prior to authorizing any additional work to be funded by WMAC.

5.3.4. The Community Monitor Committee may authorize additional work beyond the twenty percent (20%) cap set forth in subsection 5.3.3 above, provided that such additional work is within the scope of work set forth in section 5.7 below, or is additional work as set forth in subsection 5.3.3, and further provided that WMAC shall not be directly or indirectly responsible for payment for work beyond the twenty percent (20%) cap provided in subsection 5.3.3.

5.3.5. WMAC shall not be required to pay for any legal services or litigation services as part of compensation for the Community Monitor.

5.4. Minimum Qualifications. The Community Monitor may be any individual, firm or organization, or any combination thereof, which meets the minimum qualifications set forth in this subsection. The Community Monitor shall serve as an independent contractor to the Community Monitor Committee, and the Community Monitor shall meet the following minimum qualifications:

5.4.1. Expertise in monitoring environmental impacts, including air emissions and discharges to groundwater;

5.4.2. Experience in monitoring compliance with mitigation measures pursuant to the California Environmental Quality Act or other California laws or regulations requiring environmental mitigation;

5.4.3. Familiarity with the operations of solid waste landfills, and with regulatory requirements of the California Integrated Waste Management Board, the Regional Water Quality Control Board, and the Bay Area Air Quality Management District relating to the operation of solid waste landfills; and



5.4.4. The ability to communicate environmental information in a clear and comprehensible manner.

5.5. Parties Which May be Disqualified by the Committee. The Community Monitor Committee shall have the right not to consider for selection as the Community Monitor any party which is, or includes as part of a team, (i) a past or current employee of WMAC, its parent company (Waste Management, Inc.), or affiliates of WMAC or its parent, or its pre-merger predecessor, USA Waste Services, Inc. or affiliates thereof; or (ii) a contractor or consultant to WMAC, its parent company, affiliates of WMAC or its parent or USA Waste Services or affiliates thereof. The Community Monitor Committee may also elect to specify in its contract or agreement with the selected Community Monitor that the Community Monitor must avoid such employment, contracting or consulting arrangements with WMAC, its parent company, or affiliates of WMAC or its parent.

5.6. Parties Which May be Disqualified by WMAC. WMAC shall have the right, by giving written notice within the 15 days specified in subsection 5.2.3, above, to disqualify for consideration as the Community Monitor any party which is, or includes as part of a team, a party that is adverse in pending litigation to WMAC, its parents, or affiliates of WMAC or its parent.

5.7. Scope of Work. The duties and scope of work of the Community Monitor shall include and be limited to the following:

5.7.1. reviewing all materials submitted to the County in connection with the Five Year Compliance Reviews or the Mid-Capacity Compliance Review to be conducted pursuant to this Agreement;

5.7.2. reviewing all other reports, documents and data which WMAC is required to submit to the County or any other regulatory agency pursuant to this Agreement or the terms of WMAC's permits and approvals for the ALRRF;

5.7.3. reviewing all other reports, documents and data regarding the ALRRF's compliance with applicable environmental laws and regulations;

5.7.4. advising the public, through the Community Monitor Committee, and the Cities of Livermore and Pleasanton, via oral presentations or written reports, on technical and environmental issues pertinent to the ALRRF;

5.7.5. issuing a written report each year summarizing the ALRRF's compliance record for the period since the last such report with respect to all applicable environmental laws and regulations, which report shall be presented to the Community Monitor Committee and submitted to the County, Livermore and Pleasanton.

5.7.6. if and only if the Community Monitor reasonably suspects, based on credible evidence, that the ALRRF is in substantial noncompliance with environmental laws and regulations, or with this Agreement, or with the conditions of any permit or approval for the operation of the ALRRF, and if the suspected noncompliance involves a substantial environmental or health risk, the Community Monitor may notify WMAC and the County Local

Enforcement Agency or its designee (the "LEA") of such suspected substantial noncompliance and, immediately after notifying WMAC and the LEA, the Community Monitor may notify any appropriate regulatory agency with jurisdiction over the suspected substantial noncompliance;

5.7.7. conducting inspections and monitoring and accessing the ALRRF site as authorized by subsection 5.8, below; and

5.7.8. conducting truck counts as authorized by subsection 5.9, below.

5.7.9. reviewing all testing data and source information submitted to WMAC, as provided in Condition No. 2.1 of Exhibit "A" attached hereto with regard to acceptance of soil at ALRRF, and Condition No. 2.2 of Exhibit "A" attached hereto with regard to any proposed acceptance at the ALRRF for any use or disposal of material that (a) requires a variance from the then existing permit conditions at ALRRF in order to be accepted there ("variance waste"), or (b) is a hazardous waste that has been declassified or is proposed to be declassified for purposes of acceptance at ALRRF ("declassified waste"). The Community Monitor may review the propriety of such receipt of material under all applicable laws and regulations and may notify or consult with any appropriate regulatory agency regarding such action.

5.8. Periodic Inspections. The Community Monitor may inspect the ALRRF up to twelve (12) times per calendar year. Such inspections shall occur upon simultaneous telephonic or personal notice to WMAC. WMAC shall provide the Community Monitor the appropriate contact(s) and telephone number(s) for notice pursuant to this subsection. WMAC shall have the right to have a representative accompany the Community Monitor on any such inspection. If the Community Monitor is a firm or organization, the Community Monitor shall provide to WMAC in advance of any inspections the identity of the specific person(s) who will carry out its inspections under this subsection.

5.8.1. In addition to conducting same day inspections as provided above, the Community Monitor may accompany any authorized government or regulatory inspectors on their visits to and inspections of the facility, provided that the government or regulatory inspector consents to such participation by the Community Monitor, the government or regulatory inspector retains control of the inspection, and the Community Monitor does not interfere with the work of the government or regulatory inspector. The LEA shall provide reasonable notice to the Community Monitor of its regular and other inspections of ALRRF and allow the Community Monitor to accompany its inspector(s) on any such inspections. In the case of impromptu inspections, telephonic notice to the Community Monitor, including the leaving of a telephone message, shall constitute reasonable notice.

5.8.2. The Community Monitor may notice up to six (6) additional same day inspections per calendar year if, in the conduct of the Community Monitor's duties, the Community Monitor reasonably determines that the ALRRF is in substantial noncompliance with any environmental law or regulation, the substantial noncompliance is reported to the applicable regulatory agency, and the regulatory agency determines that there is a substantial noncompliance problem. Such additional inspections may qualify for additional compensation to the Community Monitor within the twenty percent (20%) limit set forth in subsection 5.3.3, above.

5.8.3. During any partial calendar year when this Agreement is in effect, the number of inspections authorized by the section shall be pro-rated. Any fraction of  $\frac{1}{2}$  or more shall be rounded up, and any fraction less than  $\frac{1}{2}$  shall be rounded down.

5.9. Truck Counts. The Community Monitor may conduct periodic independent counts of trucks arriving at the ALRRF, with such monitoring to be done at or outside the entrance gate to the ALRRF. WMAC shall have the right to monitor such truck counts and to conduct a duplicate truck count. During the first year after a Community Monitor is appointed, up to 12 single day counts of truck trips may be conducted by the Community Monitor. During subsequent years, up to 6 single day counts of truck trips may be conducted by the Community Monitor, unless there is a significant discrepancy between the Community Monitor's truck counts and the truck counts reported by WMAC, and that discrepancy cannot be resolved through good faith evaluation and discussion of the truck counts. In the event of such an unresolved discrepancy, up to six (6) additional truck counts may be conducted by the Community Monitor. Such additional counts may qualify for additional compensation to the Community Monitor within the twenty percent (20 %) limit set forth in subsection 5.3.3, above.

5.10. Oversight. The Community Monitor shall report to the Community Monitor Committee, and the Community Monitor Committee or its designee shall provide reasonable oversight and supervision of the Community Monitor's work and expenses.

5.11. Open Meetings and Notice. Meetings of the Community Monitor Committee shall be open to the public, and the Community Monitor Committee shall give 5 days written notice in advance of all meetings, including any closed meetings, to all Parties to this Agreement. These notice and public meeting requirements shall not apply to meetings of the Community Monitor Committee to (a) review proposals from bidders for the position of Community Monitor; (b) to interview any such bidders; (c) to discuss and select the Community Monitor from among the qualified bidders; or (d) to discuss personnel matters or performance evaluations relating to the Community Monitor or any of its team members. The voting members of the Community Monitor Committee may, by a majority vote, exclude the participation of all of the non-voting members in discussion of personnel matters or performance evaluations relating to the Community Monitor or any of its team members, provided that such non-voting members shall be provided a reasonable opportunity to address the Committee and provide any desired input in advance of any such discussion, and further provided that following such discussion, the Committee shall promptly advise the non-voting members of the issues discussed.

5.12. Advance Notice Prior to Accepting Certain Material. WMAC shall notify the Community Monitor, and give the Community Monitor all testing data and source information submitted as provided in Condition No. 2 of Exhibit "A" attached hereto, prior to acceptance at ALRRF for any use or disposal of variance waste or declassified waste. Such notice, data and information shall be provided to the Community Monitor by WMAC within 48 hours after receipt by WMAC, and in any event no fewer than ten (10) days prior to any acceptance at ALRRF of such material. The requirements of this subsection 5.12 apply only when WMAC has determined to accept such materials, and do not apply to materials that WMAC declines to accept for use or disposal at ALRRF.

6. Additional Rights and Obligations.

6.1. Contractual Rights. The settlement agreement includes binding contract rights and provisions. Accordingly, the Parties acknowledge and agree, to the maximum extent consistent with applicable law, that this Agreement provides a contractual right to proceed with the landfill expansion under the terms and conditions set forth in the Amended Use Permit, subject to the receipt by WMAC of all permits and other approvals from regulatory agencies required for operation of the expansion. WMAC's right to proceed is further subject to the provisions of this Agreement and the contractual rights of the Parties to enforce this Agreement.

6.2. National Flow Control Legislation. In the event that the United States Congress enacts legislation which would permit the County to restrict the flow of solid waste into the County from other jurisdictions, the County shall have the authority to restrict the import of such solid waste to ALRRF pursuant to the terms and conditions set forth in such national legislation, notwithstanding any provisions to the contrary contained in this Agreement.

6.3. Public Hearing Prior to Accepting Certain Material. Prior to acceptance at ALRRF of variance waste or declassified waste, a public hearing shall be noticed and held by the Board to receive public comment, unless the Department of Toxic Substances Control (DTSC) holds a public hearing in Alameda County prior to DTSC's action on a request for a variance or declassification for waste proposed for use or disposal at ALRRF. WMAC and the County shall each use their best efforts to obtain and provide to the Parties notification of proposals pending before DTSC to dispose at ALRRF materials subject to the requirements of Condition No. 2.2 of Exhibit "A" attached hereto. When Health and Safety Code section 25141.6 set forth in Senate Bill 636 (Statutes 1999, Chapter 420) becomes operative, the County shall request public notice, pursuant to subsection 25141.6(d), of any proposal to dispose at ALRRF materials subject to the requirements of Condition No. 2.2 of Exhibit "A" attached hereto. Upon receipt of any such notice, and no less than five (5) days prior to the expiration of the notice period required in subsection 25141.6(d), the Board shall hold a public hearing to receive public comment on the proposal. In the event that Senate Bill 636 is repealed or otherwise invalidated, and until Senate Bill 636 takes effect, the County shall use its best efforts to hold a public hearing prior to approval by DTSC of a proposed variance for or proposed declassification of any materials subject to the requirements of Condition No. 2.2 of Exhibit "A" attached hereto for purposes of disposal at ALRRF. To facilitate scheduling hearings as set forth above, the County shall submit to the DTSC a written request to receive copies of all public notices pursuant to that section.

7. Imposition, Collection and Allocation of Fees.

7.1. At the earliest opportunity to amend the permits of any other landfills in Alameda County, the County shall present for review by the Board proposed permit conditions imposing fees comparable to those imposed on the ALRRF pursuant to the Amended Use Permit on any such landfills in Alameda County. Petitioners agree to support imposition of such fees on all other landfills in Alameda County.

7.2. The fees imposed by the Amended Use Permit (pursuant to Conditions No. 18.1 and 18.2 of Exhibit "A" attached hereto) shall be held initially by the County in separate, designated accounts (the "Accounts") as specified in Subsection 7.3, below. Upon approval of expenditures, as provided for in Subsections 7.4 through 7.6, below, the County shall

transfer the designated funds to the entity identified for expenditure of the funds. The County shall provide an annual written report to the Livermore and Pleasanton City Councils and the Board on the previous year's expenditures from the Accounts.

7.3. The fees accrued by the County shall be allocated to the Accounts in the following manner:

7.3.1. All of the fees collected under the Amended Use Permit pursuant to the provision set forth at Condition No. 18.1 of Exhibit "A," and one-half (1/2) of the fees collected under the Amended Use Permit pursuant to the provision set forth at Condition No. 18.2 of Exhibit "A," shall be allocated to the Open Space Account for expenditure on open space acquisition (in fee or permanent easement) in the following areas: (1) eighty percent (80%) in the eastern area, as depicted in Exhibit "C" attached hereto, of which no more than one-third (1/3) of such funds may be expended in the area within the Livermore/County joint North Livermore Planning Area; and (2) twenty percent (20%) in the western area, as depicted in Exhibit "C."

7.3.2. One-fourth (1/4) of the fees collected under the Amended Use Permit pursuant to the provision set forth at Condition No. 18.2 of Exhibit "A" attached hereto shall be allocated to the Host Community Impact Account for expenditure on improvements and programs to benefit City of Livermore residents and the surrounding community.

7.3.3. One-fourth (1/4) of the fees collected under the Amended Use Permit pursuant to the provision set forth at Condition No. 18.2 of Exhibit "A" attached hereto shall be allocated to the Education Account for expenditure on recycling and diversion education programs and job training in the field of waste diversion and recycling. Two cents (\$0.02) of every twenty-five cents (\$0.25) that is deposited into the Education Account, up to a maximum of one hundred thousand dollars (\$100,000), shall be earmarked by the Advisory Board described in Subsection 7.6.1 to mitigate the impacts of the ALRRF operations on the affected neighboring community. To the extent that expenditures from this fund are made, it shall be replenished up to the maximum of one hundred thousand dollars (\$100,000) by the earmarking of two cents (\$0.02) of every twenty-five cents (\$0.25) deposited into the Education Account. Any money remaining in the earmarked fund at the end of the ALRRF Expansion shall be released and may be expended for the general purposes of the Education Account.

7.3.4. In the event that (i) a final, non-appealable judgment determines that the fees imposed by the Amended Use Permit (pursuant to Conditions No. 18.1 and 18.2 of Exhibit "A" attached hereto), or any portion thereof, cannot be lawfully imposed, collected and/or expended for the purposes set forth in Subsections 7.3 through 7.6 of this Agreement, and (ii) all available means to lawfully impose, collect, and expend said fees for the foregoing purposes have been exhausted, then the portion of said fees which cannot be lawfully imposed, collected, and/or expended for the foregoing purposes shall instead be imposed, collected and expended for acquisition of open space in fee or permanent easement in the vicinity of the ALRRF.

7.4. Expenditures from the Open Space Account shall be made as follows:

7.4.1. The County shall convene an Advisory Committee consisting of the following members: one (1) member appointed by the Board, one (1) member appointed by

the Livermore City Council, one (1) member appointed by the Pleasanton City Council, and one (1) member appointed by the Sierra Club. All members shall be residents of Alameda County. A representative of the City of Dublin may participate as a non-voting member. The Advisory Committee may request the assistance of representatives of park districts, land trusts and interested constituencies such as the ranching community.

7.4.2. The Committee shall prepare two (2) priority lists of properties for acquisition in fee or permanent easement, one for each of the geographic areas of concern as defined in subsection 7.3.1. The priority lists shall give first priority to acquisition of property having significant value for preservation of native biological diversity and/or wildlife habitat, and second priority to acquisition of property having significant value for visual character and/or non-motorized recreation. The Committee shall not recommend and no money from the Open Space Account shall be spent (i) upon the acquisition of land through fee or easement where such acquisition otherwise has been required as a condition of project approval or where such acquisition would otherwise directly facilitate development of open space or (ii) upon acquisitions within the viticulture area of the South Livermore Valley Area Plan of land which otherwise would be acquired through fee or easement pursuant to Livermore or County regulatory programs. The Committee shall also prepare proposed allocations of funds in the Open Space Account for expenditure during the upcoming year from each of the proposed priority lists. Each recommended expenditure for the purchase of a permanent easement to protect open space shall include whatever level of funding the Committee finds necessary to the effective long-term monitoring and enforcement of that easement. The Committee may develop proposed allocations of funds for multiple years.

7.4.3. For each proposed acquisition, the Committee shall designate the entity (city, county, land trust, park district, conservancy or other appropriate entity) that shall be responsible for carrying out that acquisition.

7.4.4. The Committee's recommended priority lists and allocations of funds shall be submitted to the County and to the appropriate City, as identified below, by March 1 of each year. The County and the appropriate City each shall hold public discussions of the recommendations at Board and City Council meetings, respectively. The Cities and County shall determine only whether the recommendations are consistent with the criteria set forth in Subsection 7.4.2. Affirmative action on the recommendations shall be required by the Board and the Livermore City Council for expenditures in the eastern area, as depicted in Exhibit "C" attached hereto, and by the Board and the Pleasanton City Council for expenditures in the western area, as depicted in Exhibit "C" attached hereto. Action on the recommendations shall be taken by both bodies within sixty (60) days of the Committee's submission of its recommendations to the County and appropriate City. In the absence of concurrence, the recommendations shall be referred back to the Committee for reconsideration.

7.4.5. The Committee shall annually update the recommended priority lists and the proposed expenditures of funds from the Open Space Account for the upcoming year or years.

7.4.6. The Committee shall take action by majority vote of the appointed members as follows:

7.4.6.1. For the priority list and allocation of funds proposed for the eastern area, as depicted in Exhibit "C" attached hereto, the vote shall be taken among the County, the City of Livermore, and the Sierra Club voting members.

7.4.6.2. For the priority list and allocation of funds proposed for the western area, as depicted in Exhibit "C" attached hereto, the vote shall be taken among the County, the City of Pleasanton, and the Sierra Club voting members.

7.4.7. By approval of a majority of the members of the Advisory Committee, and concurrence by the County and Cities, up to five percent (5%) of the funds received in the Open Space Account in any given year may be expended for the services of independent consultants to aid the Advisory Committee in carrying out its duties to identify open space areas in need of protection and to make plans for their acquisition, and up to two percent (2%) of the funds received in the Open Space Account in any given year may be expended for costs incurred in the financial management of the account.

7.5. Expenditures from the Host Community Impact Account shall be made as follows:

7.5.1. The initial \$10 million allocated from the Host Community Impact Account shall be for the planning and development of a performing arts center in Livermore or, if development of a performing arts center does not proceed, other community facilities in the Livermore Valley Center project.

7.5.2. The Livermore City Council shall recommend to the Board, for the Board's concurrence, the programs and projects to be funded from the Host Community Impact Account. The City of Pleasanton and others may make recommendations to Livermore and to the County for appropriate programs and projects for funding. The Livermore City Council and Board shall permit public discussion and input during their respective meetings regarding expenditures from the Host Community Impact Account.

7.6. Expenditures from the Education Account shall be made as follows:

7.6.1. An Advisory Board shall be formed consisting of five (5) voting members: one (1) science, environmental education or vocational education teacher from the Livermore public schools, chosen by the Livermore City Council; one (1) science, environmental education or vocational education teacher from the Pleasanton public schools, chosen by the Pleasanton City Council; the County Recycling Board's environmental educator; and two (2) representatives chosen by NCRA. The City of Dublin, ALARM and the Regional Occupation Program shall be entitled to one (1) non-voting seat each on the Advisory Board.

7.6.2. The Advisory Board shall prepare a proposed allocation of funds in the Education Account, which shall be updated annually, for expenditure during the upcoming year on diversion education programs, job training in the field of waste diversion and recycling, and mitigating the impacts of the ALRRF operations on the affected neighboring community. By approval of a majority of the members of the Advisory Board, and concurrence by the County and Cities, up to two percent (2%) of the funds received in the Education Account in any given year may be expended for costs incurred in the financial management of the account.

7.6.3. The Advisory Board's proposal shall be submitted by April 1 of each year to the County, the Cities and the board of NCRA, each of which shall hold public discussions of the recommendations at Board, City Council and NCRA board meetings, respectively. The Cities, County and NCRA board shall act on the recommendations within sixty (60) days and shall determine only whether the recommendations are consistent with the purposes set forth in Subsection 7.6.2. Concurrence by all four governing bodies shall be necessary to fund the Advisory Board's proposed allocation. In the absence of concurrence, the proposal shall be referred back to the Advisory Board for reconsideration.

7.7. Notwithstanding the provisions of Section 14 of this Agreement, the provisions of Subsections 7.3 through 7.6 inclusive may be amended by the unanimous written agreement of all Parties other than WMAC.

7.8. The County shall take those reasonably available actions within its authority to ensure that the fees imposed by the Amended Use Permit (pursuant to Conditions No. 18.1 and 18.2 of Exhibit "A" attached hereto) are included in the franchise rate base for each franchisor or each jurisdiction which disposes of franchise solid waste at the ALRRF.

8. Release and Waiver. Each Party releases and discharges each other Party and their respective successors, assigns, officers, directors, members, agents, employees and attorneys from any and all claims, liabilities, obligations, costs, expenses, actions and causes of action, whether known or unknown, suspected or unsuspected, which each Party now has or may hold, based upon any fact, act or omission occurring prior to the date of this Agreement related to the Consolidated Lawsuits, or in any way arising out of or in connection with: (a) the County's approval of the 1996 Permit; (b) the environmental review performed in connection with the 1996 Permit; (c) subsequent acts and omissions of the County with respect to such approvals occurring prior to the date of this Agreement; and (d) the commencement, prosecution or defense of the Consolidated Lawsuits. It is specifically agreed by the Parties that they are expressly waiving all rights under section 1542 of the California Civil Code which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This release shall not be construed to limit the right of any Party to assert any claim or cause of action arising in connection with any event, fact, circumstance, or violation of law occurring after the date of this Agreement. This release also shall not be construed to limit the rights of any Party, or their members, representatives or agents, from taking positions adverse to each other on matters other than the expansion of the ALRRF consistent with this Agreement and the Amended Use Permit, as provided for in Section 4 of this Agreement. This release also shall not be construed to limit the rights of the Parties to submit and negotiate claims for attorneys' fees and costs arising out of the Consolidated Lawsuits, or to enforce the provisions of this Agreement.

9. Acknowledgements and Warranties. The Parties acknowledge that they have been represented by independent legal counsel throughout the negotiations that culminated in the execution of this Agreement. The Parties further acknowledge that they have been fully advised



by their attorneys with respect to their rights and obligations under this Agreement and understand those rights and obligations. The Parties also acknowledge that, prior to the execution of this Agreement, they and their legal counsel have had an adequate opportunity to make whatever investigation or inquiries were deemed necessary or desirable with respect to the subject matter of this Agreement. Therefore, no party shall be deemed to be the scrivener of this Agreement, and the language of this Agreement shall not be construed either in favor of or against any Party.

The Parties acknowledge that the consideration recited herein is the sole and only consideration for this Agreement and that they have voluntarily entered into this Agreement and that no representations, promises or inducements have been made other than those, which appear in this Agreement.

The Parties understand and agree that, if the facts to which this Agreement is executed are found hereinafter to be other than, or different from, the facts now believed by them to be true, the Parties expressly accept and agree that this Agreement shall be and remain effective notwithstanding such differences.

10. Notices. Except as specifically provided to the contrary elsewhere in this Agreement, any notice or communication required hereunder between any Parties must be in writing, and shall be delivered personally, by telefacsimile (with original forwarded by U.S. Mail) or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given and received when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or a communication shall be deemed to have been given and received upon an actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given or received on the next business day. If notice is given by Federal Express or similar courier, a notice of communication shall be deemed to have been given and received on the date delivered as shown on the receipt issued by the courier, provided that any notice delivered on Saturday, Sunday or holiday shall be deemed to have been given or received on the next business day. Such notices or communication shall be given to the Parties at their addresses set forth below:

If to the County, to: Adolph Martinelli, Director  
Alameda County Community Development Agency  
224 W. Winton Avenue, Room 110  
Hayward, California 94544  
Facsimile: (510) 670-6374

Copy to: Richard E. Winnie, Alameda County Counsel  
Administration Building  
1221 Oak Street, Room 463  
Oakland, California 94612  
Facsimile: (510) 272-5020

If to the City of Livermore, to:	Thomas R. Curry, City Attorney 1052 South Livermore Avenue Livermore, California 94550-4813 Facsimile: (925) 373-5125
Copy to:	Mark I. Weinberger Shute, Mihaly & Weinberger LLP 396 Hayes Street San Francisco, California 94102 Facsimile: (415) 552-5816
If to the City of Pleasanton, to:	Michael Roush, City Attorney City of Pleasanton 123 Main Street Pleasanton, California 94566 Facsimile: (925) 484-8234
If to the Sierra Club, to:	Chair, Legal Advisory Committee Sierra Club Bay Chapter 2530 San Pablo Avenue, Suite I Berkeley, CA 94702 Facsimile: (510) 848-3383
If to the Northern California Recycling Association, to:	President Northern California Recycling Association P.O. Box 5581 Berkeley, CA 94705 Facsimile: (510) 558-0991
If to Altamont Land Owners Against Rural Mismanagement, to:	Darryl Mueller Altamont Landowners Against Rural Mismanagement 32900 Dyer Road Livermore, CA 94550 Facsimile: (925) 449-3860
If to the Sierra Club, Northern California Recycling Association, and/or Altamont Land Owners Against Rural Mismanagement, Copy to:	Trent W. Orr 96 Manchester Street San Francisco, California 94110-5215 Facsimile: (415) 643-6661

If to Waste Management  
of Alameda County,  
Inc., to: Rich Thompson and Dave McDonald  
Waste Management of Alameda County, Inc.  
172 98<sup>th</sup> Avenue  
Oakland, California 94603  
Facsimile: (510) 613-2839

Copy to: Doug Sobey, Senior Vice-President  
Waste Management—Western Area  
155 North Redwood Drive, Suite 250  
San Rafael, California 94903  
Facsimile: (415) 479-3737

Copy to: Michael H. Zischke  
Landels Ripley & Diamond, LLP  
350 The Embarcadero, 6<sup>th</sup> Floor  
San Francisco, California 94105-1250  
Facsimile: (415) 512-8750

Any Party hereto may at any time, by giving ten (10) days written advance notice to the other Parties hereto, designate a new address and/or facsimile number for notices and communications pursuant to this Agreement.

11. Applicable Law. This Agreement shall be construed and enforced pursuant to the laws of the State of California.

12. Attorneys' Fees and Costs.

12.1. In any action or proceeding at law or in equity between any of the Parties to enforce or interpret any provision of this Agreement, each Party shall bear all of its own costs, including attorneys and experts fees.

12.2. Notwithstanding subsection 12.1 above, payment of petitioners' attorneys fees and costs in connection with the 1996 Permit, Sierra Club Lawsuit, Livermore Lawsuit, Pleasanton Lawsuit, Consolidated Lawsuits, court of appeal proceedings (the "Litigation Activities"), settlement activities related to the foregoing, and approvals related to landfill expansion, including without limitation the Amended Use Permit and ColWMP amendments (collectively, the "Settlement Activities"), shall be governed by section 13 of this Agreement.

13. Attorneys' Fees and Costs Related to Litigation Activities and Settlement Activities.

13.1. WMAC shall pay to the Cities their attorneys fees and costs in connection with the Litigation Activities and Settlement Activities incurred by the Cities, from the last week of October 1996 through September 30, 1999, in the amount of \$251,796, which represents the actual fees and costs billed by the Cities' attorneys to the Cities through September 30, 1999. WMAC shall pay seventy-five percent (75%) of this amount following execution of the settlement agreement, in accordance with the procedures set forth in subsection 13.3 below, and

the remaining twenty-five percent (25%) following approval by the Board of an Amended Use Permit, in accordance with the procedures set forth in subsection 13.6 below.

13.2. WMAC shall pay to the Sierra Club, NCRA and ALARM their attorneys fees and costs in connection with the Litigation Activities and Settlement Activities incurred by the Sierra Club, NCRA and ALARM, through September 30, 1999, in the amount of \$80,507.41 which represents the unreimbursed costs incurred by their attorney and the unreimbursed hourly fees of their attorney, billed at the same hourly rate as the Cities' attorneys, through September 30, 1999. WMAC shall pay seventy-five percent (75%) of this amount following execution of the settlement agreement, in accordance with the procedures set forth in subsection 13.3 below, and the remaining twenty-five percent (25%) following approval by the Board of an Amended Use Permit, in accordance with the procedures set forth in subsection 13.6 below.

13.3. WMAC shall pay seventy-five percent (75%) of the sums specified in sections 13.1 and 13.2 above within forty-five (45) days of the execution of this Agreement.

13.4. Within twenty (20) days of (a) approval by the Board of the Amended Use Permit that is consistent in all material respects with this Agreement or with changes agreed to by all Parties and (b) dismissal of WMAC of its appeal, all as provided for in section 2 of this Agreement, the Cities shall provide to WMAC a written statement of the total amount of attorneys fees and costs incurred by the Cities in connection with Settlement Activities for the period from and including October 1, 1999 to the approval of the Amended Use Permit. The amount to be paid by WMAC shall represent the actual fees and costs billed by the Cities' attorneys to the Cities for this period. In connection with Board approval of the Amended Use Permit, the Cities' attorneys shall use, to the maximum extent practicable, the same lead personnel and maintain the same level of staffing used for Settlement Activities in undertaking further actions set forth in subsections 2.1.1 through 2.1.7 above. The Cities agree that their reimbursable fees and costs during this period shall reflect a level of activity commensurate with the previous phases of Settlement Activities.

13.5. Within twenty (20) days of (a) approval by the Board of Amended Use Permit that is consistent in all material respects with this Agreement or with changes agreed to by all Parties and (b) dismissal of WMAC of its appeal, all as provided for in section 2 of this Agreement, the Sierra Club, NCRA and ALARM shall provide to WMAC a written statement of the total amount of attorneys fees and costs incurred by the Sierra Club, NCRA and ALARM in connection with the Settlement Activities for the period from and including October 1, 1999 to the approval of the Amended Use Permit. The amount to be paid by WMAC shall represent the unreimbursed costs incurred by their attorney and the unreimbursed hourly fees of their attorney, billed at the same hourly rate as the Cities' attorneys, for this period. In connection with Board approval of the Amended Use Permit, the attorneys for the Sierra Club, NCRA and ALARM shall, to the maximum extent practicable, use the same lead personnel and maintain the same level of staffing used for Settlement Activities in undertaking further actions set forth in subsections 2.1.1 through 2.1.7 above. The Sierra Club, NCRA and ALARM agree that their reimbursable fees and costs during this period shall reflect a level of activity commensurate with the previous phases of Settlement Activities.

13.6. WMAC shall pay the sums specified in sections 13.4 and 13.5 above, and the remaining twenty-five percent (25%) of the sums specified in sections 13.1 and 13.2, within

forty-five (45) days of mailing or transmittal to WMAC of the written statements provided for in those sections.

13.7. Within twenty (20) days of approval by ACWMA of any amendment(s) to the County Integrated Waste Management Plan ("CoIWMP") that are consistent in all material respects with this Agreement or with changes agreed to by all Parties, as provided for in section 2 of this Agreement, the Cities shall provide to WMAC a written statement of the total amount of attorneys fees and costs incurred by the Cities in connection with Settlement Activities for the period from the day following approval of the Amended Use Permit through the approval of the CoIWMP amendment(s). The amount to be paid by WMAC shall represent the actual fees and costs billed by the Cities' attorneys to the Cities for this period. In connection with any ACWMA approval, the Cities' attorneys shall, to the maximum extent practicable, use the same lead personnel and maintain the same level of staffing used for Settlement Activities in undertaking further actions set forth in subsections 2.1.8 and 2.1.9 above. The Cities agree that their reimbursable fees and costs during this period shall reflect a level of activity commensurate with the previous phases of Settlement Activities.

13.8. Within twenty (20) days of ACWMA of any amendment(s) to the CoIWMP that are consistent in all material respects with this Agreement or with changes agreed to by all Parties, as provided for in section 2 of this Agreement, the Sierra Club, NCRA and ALARM shall provide to WMAC a written statement of the total amount of attorneys fees and costs incurred by the Sierra Club, NCRA and ALARM in connection with Settlement Activities for the period from the day following approval of the Amended Use Permit through the approval of the CoIWMP amendment(s). The amount to be paid by WMAC shall represent the unreimbursed costs incurred by their attorney and the unreimbursed hourly fees of their attorney, billed at the same hourly rate as the Cities' attorneys, for this period. In connection with any ACWMA approval, the attorneys for the Sierra Club, NCRA and ALARM shall, to the maximum extent practicable, use the same lead personnel and maintain the same level of staffing used for Settlement Activities in undertaking further actions set forth in subsections 2.1.8 and 2.1.9 above. The Sierra Club, NCRA and ALARM agree that their reimbursable fees and costs during this period shall reflect a level of activity commensurate with the previous phases of Settlement Activities.

13.9. WMAC shall pay the sums specified in sections 13.7 and 13.8 above within forty-five (45) days of mailing or transmittal to WMAC of the written statements provided for in those sections.

13.10. All payments to the Cities shall be by check made payable to Shute, Mihaly & Weinberger LLP Client Trust Account and forwarded by United States mail, postage prepaid, or personal delivery. All payments to Sierra Club, NCRA and ALARM shall be by check made payable to Trent W. Orr, Attorney at Law, and forwarded by United States mail, postage prepaid, or personal delivery.

13.11. In the event that the Board does not adopt an Amended Use Permit that in all material respects is consistent with Exhibit "A" hereto, or with changes agreed to by all Parties, nothing in section 12 of this Agreement or in this section 13 shall bar petitioners from filing claims for attorneys fees in connection with petitioners objections to the County's return to

the writ and opposition to approvals related to the landfill expansion provided for in section 2.2.3 of this Agreement.

13.12. Notwithstanding section 12 of this Agreement, petitioners may file their claims for attorneys fees in connection with any action to enforce this section 13.

13.13. Payment by WMAC of the total amount of attorneys fees and costs under this section 13 constitutes a full and final compromise, release and settlement of any and all claims for attorneys fees and costs from all petitioners and each of them against WMAC through and including the Litigation and Settlement Activities.

14. Amendments. This Agreement may be amended only by a written instrument signed by all the Parties.

15. Default and Enforcement. Any failure by any Party to perform any term or provision of this Agreement, which failure continues for a period of thirty (30) days following written notice from any other Party, unless such period is extended by written mutual consent of all Parties, shall constitute default under this Agreement. Any notice given pursuant to this section shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such thirty (30) day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such thirty (30) day period. Upon the occurrence of a default under this Agreement, the non-defaulting Party or Parties may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If an alleged failure is cured pursuant to this section, no default shall exist and the noticing Party or Parties shall take no further action. In any legal proceeding to enforce this Agreement, the Parties have the right to seek specific performance, and such specific performance shall be the sole and exclusive remedy to enforce this Agreement.

16. Entire Agreement. This Agreement contains the Parties' entire agreement on the matters addressed in this document.

17. Execution of the Agreement.

17.1. The persons executing this Agreement represent and warrant that they are authorized to sign on behalf of their respective principals, and that this Agreement shall be binding upon their respective principals. This Agreement has been fully negotiated at arm's length between the Parties after full and complete advice by independent counsel and other representatives of each Party freely chosen by it; each Party is fully and completely informed with respect to all of the terms, covenants and conditions contained in this Agreement, and the meaning and effect thereof, and after such advice and counsel, each Party has freely and voluntarily entered into this Agreement with such full knowledge.

17.2. This Agreement shall be effective as of the date upon which all of the above signatories have signed the agreement.

18. Duplicates and Counterparts. This Agreement may be executed in duplicate originals, each of which shall be equally admissible in evidence. This Agreement may be executed in counterparts, which when collectively executed by all of the Parties shall constitute a single agreement.

19. Documents Necessary to Carry Out Agreement. The Parties hereto shall without delay execute any and all documents which may be necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

THE COUNTY OF ALAMEDA,  
a California county

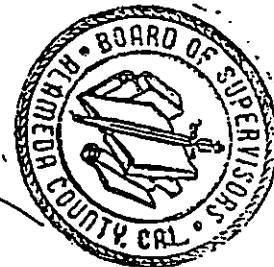
By: William

Chair, Board of Supervisors

Attest: Shirley

County Clerk, Board Of Supervisors

Dated: November 30, 1999



LIVERMORE:

THE CITY OF LIVERMORE,  
a municipal corporation

By: Cathie Brown, Mayor

Attest: City Clerk

Dated: \_\_\_\_\_, 1999

City Clerk

Dated: \_\_\_\_\_, 1999

THE CITY OF PLEASANTON,  
a municipal corporation

By: Deborah Acosta, City Manager

Attest: City Clerk

Dated: \_\_\_\_\_, 1999

City Clerk

Dated: \_\_\_\_\_, 1999

[SIGNATURES CONTINUED ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY: THE COUNTY OF ALAMEDA,  
a California county

By: \_\_\_\_\_  
Chair, Board of Supervisors

Attest: \_\_\_\_\_  
County Clerk

Dated: \_\_\_\_\_, 1999

LIVERMORE: THE CITY OF LIVERMORE,  
a municipal corporation

By: Cathie Brown  
Cathie Brown, Mayor

Attest: Alma Celver  
City Clerk

Dated: 11-29, 1999

PLEASANTON: THE CITY OF PLEASANTON,  
a municipal corporation

By: \_\_\_\_\_  
Deborah Acosta, City Manager

Attest: \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_, 1999

[SIGNATURES CONTINUED ON NEXT PAGE]



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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

THE COUNTY OF ALAMEDA,  
a California county

By: \_\_\_\_\_

Chair, Board of Supervisors

Attest: \_\_\_\_\_

County Clerk

Dated: \_\_\_\_\_, 1999

LIVERMORE:

THE CITY OF LIVERMORE,  
a municipal corporation

By: \_\_\_\_\_

Cathie Brown, Mayor

Attest: \_\_\_\_\_

City Clerk

Dated: \_\_\_\_\_, 1999

PLEASANTON:

THE CITY OF PLEASANTON,  
a municipal corporation

By: \_\_\_\_\_

Deborah Acosta, City Manager

Attest: \_\_\_\_\_

City Clerk

Dated: Dec 1, 1999

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

SIERRA CLUB:

SIERRA CLUB,  
a California nonprofit membership corporation

By: Marge Macris  
Marge Macris  
Chair, Executive Committee  
Sierra Club Bay Chapter

Dated: 11/26/99, 1999

NCRA:

NORTHERN CALIFORNIA RECYCLING ASSOCIATION,  
a California professional trade association

By: Linda Christopher  
Linda Christopher  
President

Dated: \_\_\_\_\_, 1999

ALARM:

ALTAMONT LANDOWNERS AGAINST RURAL  
MISMANAGEMENT,  
a Nevada corporation

By: Darryl Mueller  
Darryl Mueller  
President

Dated: \_\_\_\_\_, 1999

WMAC:

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.,  
a California corporation,

By: Doug Sobey  
Doug Sobey  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 1999

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

SIERRA CLUB:

SIERRA CLUB,  
a California nonprofit membership corporation

By:

Marge Macris  
Chair, Executive Committee  
Sierra Club Bay Chapter

Dated: \_\_\_\_\_, 1999

NCRA:

NORTHERN CALIFORNIA RECYCLING ASSOCIATION,  
a California professional trade association

By:

Linda Christopher  
Linda Christopher  
President

Dated: NOV. 24th, 1999

ALARM:

ALTAMONT LANDOWNERS AGAINST RURAL  
MISMANAGEMENT,  
a Nevada corporation

By:

Darryl Mueller  
President

Dated: \_\_\_\_\_, 1999

WMAC:

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC..  
a California corporation,

By:

Doug Sobey  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 1999

[SIGNATURES CONTINUED ON NEXT PAGE]

*[SIGNATURES CONTINUED FROM PREVIOUS PAGE]*

SIERRA CLUB:

SIERRA CLUB,  
a California nonprofit membership corporation

By:

\_\_\_\_\_  
Marge Macris  
Chair, Executive Committee  
Sierra Club Bay Chapter

Dated: \_\_\_\_\_, 1999

NCRA:

NORTHERN CALIFORNIA RECYCLING ASSOCIATION,  
a California professional trade association

By:

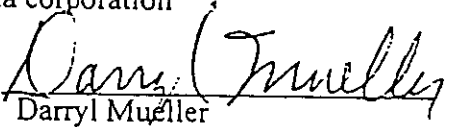
\_\_\_\_\_  
Linda Christopher  
President

Dated: \_\_\_\_\_, 1999

ALARM:

ALTAMONT LANDOWNERS AGAINST RURAL  
MISMANAGEMENT,  
a Nevada corporation

By:

  
\_\_\_\_\_  
Darryl Mueller  
President

Dated: 12/5, 1999

WMAC:

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.,  
a California corporation,

By:

\_\_\_\_\_  
Doug Sobey  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 1999

*[SIGNATURES CONTINUED ON NEXT PAGE]*

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

SIERRA CLUB:

SIERRA CLUB,  
a California nonprofit membership corporation

By:

Marge Macris  
Chair, Executive Committee  
Sierra Club Bay Chapter

Dated: \_\_\_\_\_, 1999

NCRA:

NORTHERN CALIFORNIA RECYCLING ASSOCIATION,  
a California professional trade association

By:

Linda Christopher  
President

Dated: \_\_\_\_\_, 1999

ALARM:

ALTAMONT LANDOWNERS AGAINST RURAL  
MISMANAGEMENT,  
a Nevada corporation

By:

Darryl Mueller  
President

Dated: \_\_\_\_\_, 1999

WMAC:

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.,  
a California corporation,

By:

Doug Sobey  
Doug Sobey

Its: President


Dated: Dec 1st, 1999

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

APPROVED AS TO FORM:

By:

  
LORENZO E. CHAMBLISS

Richard E. Winnie  
Counsel to the County of Alameda  
Dated: \_\_\_\_\_, 1999

By:

Michael Roush  
City Attorney, City of Pleasanton  
Dated: \_\_\_\_\_, 1999

By:

Thomas R. Curry  
City Attorney, City of Livermore  
Dated: \_\_\_\_\_, 1999

By:

Michael H. Zischke  
Counsel to Waste Management of  
Alameda County, Inc.  
Dated: \_\_\_\_\_, 1999

By:

Mark I. Weinberger  
Counsel to City of Livermore and  
City of Pleasanton  
Dated: \_\_\_\_\_, 1999

By:

Trent W. Orr  
Counsel to the Sierra Club, Northern  
California Recycling Association  
and Altamont Landowners Against  
Rural Mismanagement  
Dated: \_\_\_\_\_, 1999

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

APPROVED AS TO FORM:

By:

Richard E. Winnie  
Counsel to the County of Alameda  
Dated: \_\_\_\_\_, 1999

By:

Thomas R. Curry  
City Attorney, City of Livermore  
Dated: Nov 29, 1999

By:

Mark I. Weinberger  
Counsel to City of Livermore and  
City of Pleasanton  
Dated: Nov 23, 1999

By:

Trent W. Orr  
Counsel to the Sierra Club, Northern  
California Recycling Association  
and Altamont Landowners Against  
Rural Mismanagement  
Dated: \_\_\_\_\_, 1999

By:

Michael Roush  
City Attorney, City of Pleasanton  
Dated: \_\_\_\_\_, 1999

By:

Michael H. Zischke  
Counsel to Waste Management of  
Alameda County, Inc.  
Dated: \_\_\_\_\_, 1999

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

APPROVED AS TO FORM:

By:

Richard E. Winnie  
Counsel to the County of Alameda  
Dated: \_\_\_\_\_, 1999

By:

Michael Roush  
City Attorney, City of Pleasanton  
Dated: \_\_\_\_\_, 1999

By:

Thomas R. Curry  
City Attorney, City of Livermore  
Dated: \_\_\_\_\_, 1999

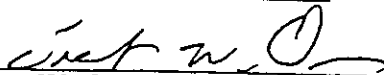
By:

Michael H. Zischke  
Counsel to Waste Management of  
Alameda County, Inc.  
Dated: \_\_\_\_\_, 1999

By:

Mark I. Weinberger  
Counsel to City of Livermore and  
City of Pleasanton  
Dated: \_\_\_\_\_, 1999

By:

  
Trent W. Orr  
Counsel to the Sierra Club, Northern  
California Recycling Association  
and Altamont Landowners Against  
Rural Mismanagement  
Dated: Nov 23, 1999



[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

APPROVED AS TO FORM:

By:

Richard E. Winnie  
Counsel to the County of Alameda  
Dated: \_\_\_\_\_, 1999

By:

Michael Roush  
Michael Roush  
City Attorney, City of Pleasanton  
Dated: DECEMBER 1, 1999

By:

Thomas R. Curry  
City Attorney, City of Livermore  
Dated: \_\_\_\_\_, 1999

By:

Michael H. Zischke  
Counsel to Waste Management of  
Alameda County, Inc.  
Dated: \_\_\_\_\_, 1999

By:

Mark I. Weinberger  
Mark I. Weinberger  
Counsel to City of Livermore and  
City of Pleasanton  
Dated: NOV. 23, 1999

By:

Trent W. Orr  
Counsel to the Sierra Club, Northern  
California Recycling Association  
and Altamont Landowners Against  
Rural Mismanagement  
Dated: \_\_\_\_\_, 1999

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

APPROVED AS TO FORM:

By:

Richard E. Winnie  
Counsel to the County of Alameda  
Dated: \_\_\_\_\_, 1999

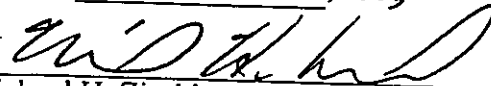
By:

Michael Roush  
City Attorney, City of Pleasanton  
Dated: \_\_\_\_\_, 1999

By:

Thomas R. Curry  
City Attorney, City of Livermore  
Dated: \_\_\_\_\_, 1999

By:

  
Michael H. Zischke  
Counsel to Waste Management of  
Alameda County, Inc.  
Dated: November 29, 1999

By:

Mark I. Weinberger  
Counsel to City of Livermore and  
City of Pleasanton  
Dated: \_\_\_\_\_, 1999

By:


Trent W. Orr  
Counsel to the Sierra Club, Northern  
California Recycling Association  
and Altamont Landowners Against  
Rural Mismanagement  
Dated: \_\_\_\_\_, 1999

THE FOREGOING was PASSED and ADOPTED by a majority vote of the Alameda County Board of Supervisors this 30th day of November, 1999 to wit:

  
\_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

Crystal K. Hishida, Clerk  
Board of Supervisors

By   
\_\_\_\_\_  
Deputy

File 13990  
Agenda No: CLOSED SESSION  
Document No: C-2000-262



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:

Crystal K. Hishida, Clerk,  
Board of Supervisors

By:   
\_\_\_\_\_  
Deputy

**EXHIBIT A**  
**New Conditions of Approval Proposed to be Included in the Amended Use Permit**  
**Pursuant to Settlement Negotiations between the Parties**  
**and Pursuant to County's Stated Intention of Adopting Fees**

1. Limitations on Acceptance and Disposal of Wastes. In addition to any other limitations in this permit or in any permits or approvals of the Altamont Landfill and Resource Recovery Facility (ALRRF), the operator shall not accept any waste for disposal, except as provided in Conditions No. 1.1 through 1.6, below.

1.1 Limitation on Franchise Waste. The operator shall be permitted to accept for disposal at the ALRRF franchise waste only from Alameda County, the City and County of San Francisco and the City of San Ramon, California subject to the following two conditions:

1.1.1 With respect to franchise waste accepted for disposal from the City and County of San Francisco, during the remaining term of the existing contract for such disposal the City and County of San Francisco must meet the recycling rate requirement specified pursuant to the existing permit for the acceptance of Franchise Waste from San Francisco issued by the Alameda County Waste Management Authority (ACWMA's Resolution No. 78), (a copy of this recycling rate requirement is attached to this permit as Exhibit "1.") After expiration of the existing contract, the operator may enter into a new contract to accept franchise waste from the City and County of San Francisco if San Francisco is in compliance with the aforementioned recycling rate requirement and any applicable recycling rate requirement of state law.

1.1.2 With respect to franchise waste accepted for disposal from the City of San Ramon, the operator may enter into a contract to accept such waste only if the City of San Ramon demonstrates that it is achieving a recycling rate equal to the average recycling rate achieved by Livermore and Pleasanton, provided that such average rate shall be weighted to reflect the respective populations of Livermore and Pleasanton.

1.2 Limitation on Non-Franchise Waste. The operator shall be permitted to accept for disposal at the ALRRF non-franchise waste from Alameda County and the City and County of San Francisco. In addition, the operator shall be permitted to accept for disposal at the ALRRF non-franchise waste specifically covered by Conditions No. 1.3, 1.4 and 1.5 below.

1.3 Sludges, Inert Waste, and Special Waste Prior to ALRRF Expansion. During the continued operation of the ALRRF within the landfill area covered by conditional use permit CUP-6395 and previous approvals, and prior to the date of the first deposit of solid waste in the expansion area of the ALRRF authorized by this permit (the "Expansion Date"), sludges, inert waste, and special waste from outside Alameda County and San Francisco may be accepted for disposal at the ALRRF subject to the following provisions:

1.3.1 During the calendar years 1999 and 2000, the amount of such waste accepted for disposal at ALRRF shall not exceed an annual tonnage cap of 75,000 tons per

year, provided, however, that any unused portion of this annual tonnage cap in either calendar year may be "banked" for potential use during any calendar year after the year 2000 and up to the Expansion Date as provided in Condition No. 1.3.2 below. In each of these calendar years, no more than 12,000 tons of such waste shall be accepted for disposal from outside the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano and Sonoma (the "Nine Bay Area Counties").

1.3.2 During each calendar year beginning on January 1, 2001 up until the Expansion Date, the amount of such waste accepted for disposal at ALRRF shall not exceed an annual tonnage cap of 60,000 tons per year, provided, however, that any unused portion of this annual tonnage cap in any calendar year may be "banked" for potential use in any subsequent year up to the Expansion Date, and further provided that the annual tonnage cap may be increased to up to 75,000 tons per year by the use of any tonnage which has been "banked" in any prior calendar year pursuant to this Condition No. 1.3. In each of these calendar years, no more than 7,500 tons of such waste shall be accepted for disposal from outside the Nine Bay Area Counties.

1.3.3 Notwithstanding the limitations set forth in Conditions No. 1.3.1 and 1.3.2 above, additional sludges, inert waste, and special waste may be accepted for disposal at ALRRF to the extent that such additional wastes are the result of a "major event" which impacts all or part of Alameda County or the City and County of San Francisco, or both. A "major event" for purposes of this Condition No. 1.3.3 is defined as an event or occurrence which requires substantial additional disposal of sludges, inert wastes or special waste, and which is either (i) a regulatory change or order requiring the collection and disposal of soil, debris or other material from a substantial area such as numerous industrial facilities or public facilities, or (ii) a damaging event or occurrence such as a fire, earthquake, flood, or large explosion, which destroys or damages structures or facilities over a substantial area. If the "major event" is a regulatory change or order, then review and approval by the County Planning Commission shall be required prior to any acceptance of additional waste pursuant to this Condition No. 1.3.3 from outside Alameda County and the City and County of San Francisco. The County shall use its best effort to schedule and conclude the Planning Commission hearing on any such proposed action within thirty (30) days following WMAC's application to the County seeking approval of such disposal.

1.4 Sludges, Inert Waste, and Special Waste After ALRRF Expansion. After the Expansion Date, the amount of sludges, inert waste, and special waste accepted for disposal at ALRRF from outside Alameda County and San Francisco shall not exceed 25,000 tons per calendar year, and no such waste shall be accepted from outside the Nine Bay Area Counties. The "banking" and "major event" provisions and exceptions set forth in Condition No. 1.3, above, shall not apply after the Expansion Date.

1.5 Self-Haul from Contra Costa County. The operator may continue to accept self-haul wastes from Contra Costa County at the ALRRF, up to an annual tonnage cap of 15,000 tons per year prior to the Expansion Date, and up to an annual tonnage cap of 25,000 tons per year after the Expansion Date. Prior to the Expansion Date, any unused portion of the annual tonnage cap in any calendar year may be "banked" for potential use in any subsequent calendar year prior to the Expansion Date, provided that the overall amount of such waste accepted shall

not exceed 25,000 tons in any calendar year. This "banking" provision shall not apply after the Expansion Date. Self-haul wastes are defined for purposes of this Condition 1.5 to include solid wastes which are self-hauled to the ALRRF by the independent contractor or customer who generates the wastes.

1.6 Pro Rata Adjustment of Partial Calendar Years Before and After the Expansion Date. With respect to any partial calendar year immediately before or after the Expansion Date, the applicable tonnage caps shall be a pro rated percentage of the otherwise applicable caps. Minor variances in the pro rated caps for the partial calendar year, if any, prior to the Expansion Date shall be allowed only to the extent the variance is the result of seasonal or periodic fluctuations in the rate of waste disposal, which fluctuations would be consistent with complying with the tonnage cap if the cap applied over an entire calendar year.

1.7 No Hazardous, Medical or Radioactive Waste. The provisions set forth above are intended to allow for disposal of franchise waste, non-franchise waste and materials regulated or classified as inert waste, special waste or designated waste, and are not intended to allow for disposal at ALRRF of material which is regulated as a hazardous waste, medical waste, or radioactive waste. Accordingly, the operator shall not accept for disposal at the ALRRF any material which is (i) classified and regulated by the State of California as a hazardous waste; (ii) classified and regulated by the State of California as a medical waste; or (iii) classified and regulated by the United States Department of Energy as a radioactive waste.

1.8 Annual Tonnage Cap and Average Daily Tonnage Cap. The amount of solid waste accepted for disposal at ALRRF in any given calendar year shall be limited by the geographic and other restrictions in this permit, and further by the provisions of this Condition No. 1.8. The provisions of this Condition No. 1.8 are intended to provide an annual tonnage cap and a cap on average daily tonnage of solid waste to be accepted for disposal at ALRRF in addition to the geographic restrictions in this permit.

1.8.1 Beginning in the year 2000, the amount of solid waste accepted for disposal at the ALRRF in each year shall not exceed a total of 1,600,000 tons. Based on a calendar year calculated at 260 days, this would result in an annual average daily tonnage of solid waste disposed at the ALRRF of approximately 6,154 tons per day, calculated over the entire year. To allow for seasonal fluctuations in solid waste disposal, the average daily tonnage of solid waste accepted in any calendar quarter shall not exceed 7000 tons per day. Both this annual tonnage cap and the average daily tonnage cap shall be subject to adjustment as provided in this Condition No. 1.8. During any part of the year 1999 that this permit is in effect, the annual tonnage cap shall be applied on a pro rata basis.

1.8.2 Beginning in the year 2001, the annual tonnage cap and the average daily tonnage cap shall be automatically increased by the Planning Department to the extent required to accommodate additional waste disposal resulting from any one or more of the following factors: (i) additional growth, development or economic activity in Alameda County, San Francisco, or San Ramon as determined by the California Integrated Waste Management Board's ("IWMB") annual indices, and including automatic increases in each calendar year for additional waste generated by projects approved in Alameda County, San Francisco, or San Ramon; (ii) the transfer of any solid wastes or solid waste stream from other landfills in Alameda

County for any reason, including without limitation the closure of such landfills or the negotiation of new contracts providing for disposal at the ALRRF, provided that such waste streams originate in Alameda County, San Francisco or San Ramon, as provided for in this permit.

1.8.3 Within sixty (60) days after the IWMB releases its annual indices for the previous calendar year, WMAC shall provide the Planning Department with a copy of the IWMB indices, and the Planning Department shall automatically increase the annual tonnage cap and average daily cap to the extent required to accommodate additional waste disposal as set forth in Condition No. 1.8.2 above.

1.8.4 For the purposes of calculating automatic cap increases as provided by Condition No. 1.8.2 above, WMAC may provide the Alameda County Planning Department with other indices or factors that support, update or, in the absence of the IWMB's indices, substitute for the IWMB's annual indices. WMAC shall simultaneously provide copies of all such materials to the Cities of Livermore and Pleasanton, and representatives of the Sierra Club, the Northern California Recycling Association, and Altamont Landowners Against Rural Mismanagement in addition to the County, and the County shall promptly make all such materials available to the public upon request. The Planning Department may use such indices or factors in determining appropriate increases to the annual tonnage cap and average daily cap but shall take no action granting an automatic cap increase based on such indices or factors any sooner than twenty-one (21) days after the receipt of copies of such indices or factors by all Parties, in order that the Parties and the public may review these and comment upon them to the Planning Department. Decisions by the Planning Department to increase the annual cap based on factors other than those set forth in Condition No. 1.8.2 above shall be appealable to the Planning Commission.

1.8.5 In addition to the automatic increases provided by Condition No. 1.8.2 above, following noticed public hearing and discretionary approval by the Alameda County Board of Supervisors, the annual tonnage cap and the average daily tonnage cap for a given calendar year may also be increased to the extent WMAC demonstrates to the Board that such increase is required to accommodate additional waste disposal resulting from extraordinary events, including natural disasters.

1.8.6 The operational or design capacity of the ALRRF specified in the solid waste facilities permit shall be 11,150 tons per day, provided that the daily tonnage cap shall still apply as a condition of this permit.

1.9 Definitions of Waste Categories and Cover. For the purposes of this permit, the following terms have the specified meanings set forth below, including any future amendments of such referenced statutes or regulations:

1.9.1 Designated Waste. The term, "designated waste", means "designated waste" as defined in California Water Code § 13173.

1.9.2 Cover. The term, "daily cover" means "daily cover" as defined in 27 California Code of Regulations ("CCR") § 20164.

1.9.3 Hazardous Waste. The term, "hazardous waste", means "hazardous waste" as defined in 14 CCR § 17225.32.

1.9.4 Inert Waste. The term, "inert waste", means "inert waste" as defined in 14 CCR § 18720(a)(32).

1.9.5 Sludge. The term, "sludge", means "sludge" as defined in 14 CCR § 18720(A)(69).

1.9.6 Special Waste. The term, "special waste", means "special waste" as defined in 14 CCR § 18720(a)(73).

2. Testing and Advance Notice Prior to Accepting Soil and Certain Material.

2.1 The operator shall not accept for any use or disposal more than ten (10) cubic yards of any soil known or reasonably suspected by WMAC to come from a contaminated site without first requiring submittal of, and reviewing, the following information:

- (i) Results of laboratory testing of the soil for its hazardous materials content and suitability for acceptance in a municipal solid waste landfill;
- (ii) A statement identifying the source of the soil and the location of the source property; and
- (iii) Any required notification from appropriate regulatory agencies that the soil may be accepted for use or disposal at ALRRF.

2.2 The operator shall not accept for any use or disposal any material that (a) requires a variance from the then existing permit conditions at ALRRF in order to be accepted there, or (b) is a hazardous waste that has been declassified or is proposed to be declassified for purpose of acceptance at ALRRF, without first requiring submittal of, and reviewing, the following information at least ten (10) days in advance of acceptance of such material at ALRRF:

- (i) Results of laboratory testing of the material for its hazardous materials content and suitability for acceptance in a municipal solid waste landfill;
- (ii) A statement identifying the source of the material and the location of the source property; and
- (iii) Notification from appropriate regulatory agencies that the material may be accepted for use or disposal at ALRRF.



2.3 The requirements of Conditions No. 2.1 and 2.2 above are triggered only when WMAC has determined to accept for any use or disposal more than ten (10) cubic yards of soil known or reasonably suspected by WMAC to come from a contaminated site, or any material that (a) requires a variance from the then existing permit conditions at ALRRF in order to be accepted there, or (b) is a hazardous waste that has been declassified for purpose of acceptance at ALRRF, and do not apply to soils or materials that WMAC declines to accept for use or disposal at ALRRF.

2.4 The Hazardous Waste Exclusion Program for the ALRRF shall be amended to include the requirements of this section 2.

3. Size of Expansion and Landfill Footprint. The landfill expansion shall not exceed 40 million tons of capacity. Consistent with the size of the expansion and the restrictions on solid waste disposal and imports in this permit, the footprint of the landfill expansion shall be limited to approximately 250 acres.

4. Prohibition on Rail Haul. The operation of the ALRRF shall not include any delivery of waste to the ALRRF by railroad.

5. Prohibition on Soil Mining. The operator shall not engage in the mining of soil on the ALRRF for sale or export outside the ALRRF site (including any such mining for sale or export that requires a surface mining permit).

6. Five Year Permit Compliance Reviews. Consistent with applicable provisions of the Alameda County Code, the County shall conduct a permit compliance review every five years to determine the compliance of the ALRRF with the provisions of this permit. The permit compliance reviews shall not include reconsideration or re-evaluation of the terms and conditions of this permit.

6.1 Notice and Hearing. The County shall provide ninety (90) day advance written notice to each of the Parties of any public hearings (the "Compliance Review Hearings") held by the County in conjunction with the County's Compliance review of the New Permit (the "Five Year Compliance Review"). The Planning Commission shall hear the Compliance Review Hearings. At least one Review Hearing for each Five Year Compliance Review shall take place in the evening in Livermore. The County shall publish notices of all Compliance Review Hearings at least 60 days prior to the earliest such hearing in major newspapers of general circulation in the County, including the Tri-Valley Herald, the Independent and the Valley Times. The operator's submittals and the relevant County staff reports that are intended to be considered at any Compliance Review Hearing shall be made available to the general public, and copies shall be provided to each of the Parties or their designated representatives, at least forty-five (45) days prior to the public hearing. Any follow-up documentation, such as a response to or clarification of a public comment, shall be made available to the general public upon submittal to the County, or if prepared by the County, upon submittal to the Planning Commission. The County shall make copies of all such written materials publicly available at one or more locations in Livermore and in the City of Oakland.

6.2 Operator Submissions. In connection with each Five Year Compliance Review, the operator shall submit to the County (i) comprehensive information on the record of ALRRF's compliance with the terms and conditions of this permit, (ii) current data and information included in the required reports made pursuant to the California Integrated Waste Management Act, Public Resources Code sections 40050 et. seq., in connection with review of the Solid Waste Facilities Permit for ALRRF, (iii) current data and information included in the required reports made to the Regional Water Quality Control Board in connection with review of waste discharge requirements, and (iv) current data and information included in the most recent air quality report and related monitoring reports for ALRRF.

6.3 Possible CEQA Review Due to Substantial Noncompliance. In the event the Board finds that there has been substantial noncompliance by the operator with any of the permit conditions during the five-year period under review, the County may, in addition to any other recourse the County may have, and provided that such action is allowed pursuant to Public Resources Code section 21166 and sections 15162 and 15164 of the CEQA Guidelines or any other applicable provisions of CEQA, require CEQA review of the non-complying operations prior to any approval of the continuation of such activities.

6.4 Possible CEQA Review Due to Substantial Changes or Significant New Information. Consistent with the provisions of CEQA, including Public Resources Code section 21166 and sections 15162 through 15164 of the CEQA Guidelines, the County shall require additional CEQA review if, and to the extent, the County finds, based on substantial evidence, that further CEQA review is required pursuant to the terms of Public Resources Code section 21166, and sections 15162 through 15164 of the CEQA Guidelines or any other applicable provisions of CEQA.

7. Augmented Board of Supervisors Permit Compliance Review Prior to Mid-Capacity Buildout Point. During that Five Year Compliance Review which is closest in time but prior to that date which the operator projects that fifty percent (50%) of the total approved capacity of the ALRRF expansion will be filled (the "Mid-Capacity Compliance Review"), the County shall conduct a more intensive review of ALRRF's compliance with the Amended Use Permit and based solely on that permit compliance review shall specifically review whether the operator should be allowed to continue operation of the ALRRF and fill the remaining fifty percent (50%) of the total approved capacity of ALRRF. In addition to the requirements for Five Year Reviews set forth in Condition No. 6 above, during the Mid-Capacity Review, the Board of Supervisors shall determine whether ALRRF may continue operations after fifty percent (50%) of ALRRF's total approved capacity has been filled based solely upon its determination that the following conditions have been met:

- (i) the operator has requested continued operation of ALRRF;
- (ii) ALRRF is in compliance with the conditions of this permit; and
- (iii) there is a demonstrated need for continued operation of the ALRRF based upon consideration of the availability of other technologies or programs for source reduction, reuse or recycling, existing or projected contracts or franchise agreements for disposal

of solid waste at the ALRRF, and the existence of a market for solid waste disposal in the area, provided that this Mid-Capacity Compliance Review may not base any need finding upon the availability of space at any other solid waste landfills that do or could compete with the ALRRF.

Prior to any determination by the Board regarding the conditions described above, the Board shall hear and consider the recommendations made by the Planning Commission regarding appropriate findings for the conditions. The County shall hold at least one Review Hearing in connection with the Mid-Capacity Review and the necessary findings in Livermore.

At the same time that the Planning Commission and the Board consider the determinations set forth above, but not as a condition to continued operation of the ALRRF, the Planning Commission and the Board shall also consider whether the County should take, or recommend to other agencies or parties, any further actions to encourage or establish other technologies or programs for source reduction, reuse, and recycling.

8. Insurance for Environmental Damage. The operator currently carries insurance related to environmental impairment, corrective action for landfill releases, and landfill closure and post-closure costs in the amounts described in the certificates attached hereto as Exhibit "2." The operator shall continue to maintain insurance at the same coverage, and at any higher coverage required by applicable law and regulation, during the operation of ALRRF and, as required by applicable law and regulation, during the closure and post-closure periods.

9. Liner Technology Requirements. At the time each new cell within ALRRF is built, the operator shall comply with the existing regulatory requirements for the best available liner technology.

10. Davis Street Organics for Compost. The operator shall make available, for purchase at a reasonable price and use as compost material, organic material that is received at the Davis Street Transfer Station operated by the operator.

11. Monthly Reporting Protocols

11.1 Solid Waste Disposal. The operator shall prepare and deliver to the County and to the Community Monitor monthly reports specifying the quantity, point of origin and material types of all solid waste disposed at ALRRF, including, without limitation, sludge, inert wastes and special wastes.

11.2 Alternate Daily Cover. The operator shall prepare and deliver to the County and to the Community Monitor monthly reports setting forth the materials received at ALRRF for use as alternative daily cover as allowed pursuant to State of California regulations governing such alternative daily cover, and such reports shall specify the type, source and quantity of the alternative daily cover materials received.

11.3 Standardized Truck Counts. The operator shall implement a standard means of counting all truck trips to the landfill each day, including separate counts of transfer

trucks and counts of trucks other than transfer trucks. These daily truck trip counts shall be compiled into monthly reports to be delivered to the County and to the Community Monitor.

12. Limiting Use of Highway 84. The operator shall limit the use of that portion of State Highway 84 between Interstate 680 and Interstate 580 so that trucks which haul solid waste or other material to the ALRRF and which are subject to the operator's routing control shall not use that portion of State Highway 84. This provision shall not apply to trucks collecting solid waste or other material from local areas served by this portion of Highway 84. It is acknowledged that the operator does not have routing control over self-haul trucks.

13. Limitations on Peak Hour Truck Trips. During the a.m. peak commute period (6:45 a.m. to 8:45 a.m.) there will be no more than 50 total refuse truck trips per hour arriving at the ALRRF. During the p.m. peak commute hour (4:30 p.m. to 5:30 p.m.) there will be no more than 10 total refuse truck trips arriving at the ALRRF.

14. City of Livermore Traffic Impact Fee. The operator will pay the City of Livermore Traffic Impact Fee per Chapter 12.30 of the Livermore Municipal Code within 30 days after the newly developed expansion landfill area first receives waste for disposal. For the purposes of computing this fee, (a) every large truck will count as the equivalent of three vehicles, (b) the project will be assumed to generate 50 additional truck trips during the peak hour, and (c) the payment will be based upon the per trip fee in effect at the time the payment is made. The operator shall not be required to pay more than once for any roadway improvement within the City of Livermore. Accordingly, the operator will be given a credit or refund for any portion of the City of Livermore Traffic Impact Fee for which the City of Livermore receives payment or in kind services for roadway improvements within the City, which are paid by the operator directly or through other fees imposed by this permit (including the Alameda County Cumulative Traffic Mitigation Fee or the Alameda County Public Works Traffic Impact Fee or pursuant to any other condition of this permit).

15. Distribution of Litter Control Literature. On an ongoing basis, ALRRF shall distribute informational flyers regarding litter control to customers as a reminder of the ALRRF's obligation to the environment and community. ALRRF shall also fund litter control on an additional portion of Interstate 580 in the vicinity of the landfill through the "Adopt a Highway" Program.

16. RWQCB Concurrence Regarding Bethany Reservoir. The operator shall request that the Regional Water Quality Control Board's review of the landfill expansion include that Board's concurrence that ALRRF is designed to ensure that there is no drainage of landfill leachate to the Bethany Reservoir.

17. Land Dedication for Habitat Preserve. To the extent that off-site habitat mitigation is required by the United States Fish and Wildlife Service ("USFWS"), the operator will enter into a Conservation Agreement with USFWS and the Livermore Area Recreation Park District and/or the East Bay Regional Park District regarding the acquisition, operation and maintenance of a Habitat Preserve (the "Preserve") in the Altamont or other suitable area in eastern Alameda County. The operator's requirement for multi-species off-site mitigation acreage shall be met by the operator by the dedication of public open space in the Altamont or other suitable area in

eastern Alameda County. The operator shall meet and confer with the City of Livermore and Alameda County planning staffs to identify properties that might be incorporated within the Preserve. In identifying the acreage for additions to the Preserve, the operator shall give priority to lands which are adjacent to or in the vicinity of existing public open space in the Altamont area such as Brushy Peak and Vasco Caves. Any such properties shall be given preference for inclusion within the Preserve (subject to availability and cost) if they are acceptable to the USFWS and the Livermore Area Recreation and Park District. The operator and the City of Livermore shall confer and cooperate to identify supplemental sources of funds, if appropriate, to assist in purchasing such preferred properties. Pre-construction habitat mitigation required for each phase of the ALRRF expansion shall be implemented prior to the opening of that phase consistent with Condition No. 17 of this permit. A Trust Fund for the acquisition, operation and maintenance of the Preserve shall be established by the operator in an amount to be determined under the agreement with the USFWS.

18. County Fees.

18.1 The operator shall pay twenty-five cents (\$0.25) per ton as a host community fee for all solid waste disposed at the ALRRF during current operations and the expansion authorized by this permit. This fee shall be collected on every ton of waste disposed at the ALRRF throughout the life of the landfill facility. Beginning in January 2001, and each January thereafter, this fee shall be adjusted to reflect the change in the Consumer Price Index (CPI) for the most recent 12 month period for all urban consumer items in San Francisco, Oakland and San Jose as published by the U.S. Department of Labor Bureau of Labor Statistics.

18.2 The operator shall pay an additional one dollar (\$1.00) per ton as an additional host community fee for all solid waste disposed at the ALRRF during current operations and the expansion authorized by this permit. This fee shall be collected on every ton of waste disposed at the ALRRF throughout the life of the landfill facility. Beginning in January 2001, and each January thereafter, this fee shall be adjusted to reflect the change in the Consumer Price Index (CPI) for the most recent 12 month period for all urban consumer items in San Francisco, Oakland and San Jose as published by the U.S. Department of Labor Bureau of Labor Statistics. For the adjustment in January 2001, the fee shall be adjusted to reflect the change in the aforementioned CPI dating back to the effective date of this permit.

18.3 With respect to non-franchise waste disposed at the ALRRF, the fees imposed pursuant to Conditions No. 18.1 and 18.2 shall be collected by the operator at the time of waste disposal. The fees payable for non-franchise waste deposited during each calendar quarter shall be paid to the County within 30 days following the close of each calendar quarter. With respect to franchise solid waste disposed at the ALRRF:

- (i) the fees imposed pursuant to Condition No. 18.1 shall be collected by the operator at the same time that regular franchise disposal fees are paid for the solid waste disposed at the ALRRF, and the fees payable for waste deposited during each calendar quarter shall be paid to the County within 30 days following the close of each calendar quarter, regardless whether the fees imposed in Condition No. 18.1 have been collected by the operator; and

- (ii) the fees imposed pursuant to Condition No. 18.2 shall be collected by the operator and payable at the time and only to the extent that these fees are included in the franchise rate base for solid waste. As the fees imposed pursuant to Condition No. 18.2 are included in the franchise rate base for solid waste, such fees shall be collected by the operator at the same time that regular franchise disposal fees are paid for the solid waste disposed at the ALRRF, and the fees payable for waste deposited during each calendar quarter shall be paid to the County within 30 days following the close of each calendar quarter regardless of whether the fees imposed in Condition No. 18.2 have been collected by the operator (but provided such fees are only payable when and to the extent fees are included in the franchise rate base).

The operator shall take all actions necessary to ensure that these fees are included in the franchise rate base for each franchisor or each jurisdiction which disposes of franchise solid waste at the ALRRF at the earliest possible date allowable under each franchise agreement or other agreement providing for disposal of franchise solid waste at the ALRRF. If any franchisor or other party to such an agreement fails to take diligent steps to include these fees in the franchise rate base, the operator, at its expense, shall initiate and diligently pursue litigation no later than twelve (12) months following the effective date of this permit to enforce payment of the fees, including recovery of all unpaid fees retroactive to the effective date of this permit; the County shall join as a co-plaintiff in any such action. The operator shall report to the Board of Supervisors and to the County Counsel regarding collection and payment of these fees bimonthly for twelve (12) months following the effective date of this permit, and annually thereafter. The operator shall not enter into any new or amended franchise agreement or other agreement providing for disposal of franchise solid waste at the ALRRF, or extend an existing agreement, if the new or amended agreement or extension omits the fees set forth in Conditions No. 18.1 and 18.2. In the event that these fees are judicially determined in whole or in part to be unenforceable against a franchisor, the operator shall cooperate with the County in any modification of these fees necessary to make them enforceable.

18.4 The fees imposed by Conditions No 18.1 and 18.2 shall be distributed as provided in the Settlement Agreement Between and Among 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.

18.5 Following each calendar quarter, the operator shall submit to the County a report specifying the amount of fees paid during such calendar quarter by the operator, including the fees specified in Conditions No.18.1 and 18.2.

## **EXHIBIT 1**

### **SAN FRANCISCO RECYCLING RATE REQUIREMENT (from Alameda County Waste Management Authority, Resolution No. 78)**

Policy E-4 of the Plan requires that: "Import or export of solid wastes beyond that shown in the facilities plan will require an amendment to the facilities plan. County solid waste requirements for imported solid waste should be at least equal to that required of entities in Alameda County." San Francisco shall continue to ensure that the extent of materials recovery and recycling will be in accord with Policy E-4 as it may be amended from time to time.

EXHIBIT 2  
CERTIFICATES

13-A

Final Altamont Settlement – Exhibit A  
259749.1



NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT  
7 Burlington Square, 6th Floor  
Burlington, VT 05401

certified True & Correct Copy

adp 4/2/98

ENDORSEMENT

ENDORSEMENT #:

8

NAME OF INSURED:

Altamont Landfill and Resource Recovery Facility,  
A Division of Waste Management of Alameda County, Inc.

ADDRESS OF INSURED:

10840 Altamont Pass Road  
Livermore, California 94550

POLICY NO.:

CPCS92-0001

DATE OF ENDORSEMENT:

04/02/98

Effective 04/01/98, it is hereby understood and agreed that this policy's Corrective Action Coverage amount is increased from \$500,000.00 to \$675,000.00.

The premium amount charged for this change is \$527.40. The premium tax amount charged on this premium is \$0.00.

All other terms and conditions remain unchanged.

Susan D. Prescott  
Authorized Representative

4/2/98  
Date

**CERTIFICATE OF INSURANCE FOR  
CLOSURE  
POSTCLOSURE MAINTENANCE  
REASONABLY FORESEEABLE CORRECTIVE ACTION**

If additional space is needed, add attachment

Insurer Name <b>NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT</b>	Address <b>7 Burlington Square, 6th Fl. P.O. Box 530, Burlington, Vermont 05402-0530</b>	License Number <b>00160</b>
Insured Name <b>ALTAMONT LANDFILL AND RESOURCE RECOVERY FACILITY, A DIVISION OF</b>	Address <b>10840 Altamont Pass Road Livermore, CA 94550</b>	

**WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.**  
Solid Waste Disposal Facilities Covered (Site Closure, Postclosure Maintenance, and Reasonably Foreseeable Corrective Action amounts separately. If coverage is not offered, enter "N/A" as the amount. All amounts must total face amount.)

Name	Address	Solid Waste Disposal Facility Identification Number	Closure Insurance Amount	Postclosure Insurance Amount	Reasonably Foreseeable Corrective Action Amount
ALTAMONT SANITARY LANDFILL	10840 Altamont Pass Rd. Livermore, CA 94550	01-AA-0009			675,000.00
Policy Number	CPCS92-0001		Effective Date	Face Amount	
			01-01-92	\$675,000.00	

**INSURER CERTIFICATION**

The insurer hereby certifies that it has issued to the insured the identified policy of insurance to provide financial assistance for Closure II, Postclosure Maintenance II, Reasonably Foreseeable Corrective Action II (Check all that apply), for the facility(ies) identified above. The policy provides that monies identified in the face amount above will be available, as appropriate, for the facility(ies) when needed. The term face amount means the total amount the insurer is obligated to pay under the policy. Actual payments by the insurer will not change the face amount, although the insurer's future money will be lowered by the amount of the payments. The insurer further warrants that such policy conforms in all respects with the requirements of Division 30 of the Public Resources Code, Title 27 of the California Code of Regulations, Division 2, Subdivision 1, Chapter 6, and the regulations of the California Department of Insurance and under the terms and conditions described in Division 1 of the California Insurance Code for the facility(ies) identified above, as applicable and as such regulations were constituted on the date shown below. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The insurer further certifies that reimbursements for expenditures will be granted only if the remaining value of the policy is sufficient to cover the remaining approved expenditure costs, and if the expenditures have been reviewed and approved in writing by the California Integrated Waste Management Board (CIWMB) or its designee.

This insurance coverage allows assignment of the policy to a successor owner or operator. Such assignment may be conditional upon consent of the insurer, provided that such consent is not unreasonably refused.

The insurer further certifies that it will not cancel, terminate, or fail to renew this policy except for failure to pay the premium, and that the automatic renewal of the policy provides the insured with the option of renewal at the face amount of the existing policy. If there is a failure to pay the premium and the insurer elects to cancel, terminate or not renew the policy, the insurer will send notice by either registered or certified mail to the operator and the CIWMB. Cancellation, termination, or failure to renew may not occur, however, during the one hundred twenty (120) days beginning with the date of receipt of the notice by the operator and the CIWMB, as evidenced by the return receipt. Cancellation, termination, or failure to renew will not occur and the policy will remain in full force and effect in the event that on or before the date of expiration.


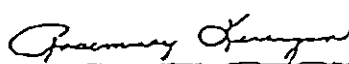
CHARGE FOR FILE

Page 3 of 3

- .. The CWMB or local enforcement agency deems the policy abandoned or
- ..21 The permit is surrendered or revoked or a new permit is issued by the CWMB or local enforcement agency; or
- ..22 Closure is ordered by the CWMB, or any other State or Federal agency, or a Court of competent jurisdiction; or
- ..23 The insurer is named as a party in a voluntary or involuntary proceeding under Title 11 (Bankruptcy) U.S. Code; or
- (5) All delinquent premium payments have been brought current.

If this policy is used in connection with another mechanism, this policy shall be considered primary ☒ or coequal ☐ in effect and coverage. Whenever requested by the California Integrated Waste Management Board or the State of California, the insurer agrees to furnish to the CWMB a certified copy of the original policy listed above, including all endorsements thereon.

The party below certifies and signs under penalty of perjury that the information in this document is true and correct to the best of his or her knowledge, and satisfies the requirements of Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6.

Authorized Signature of Insurer 	Title President
Typed or Printed Name of Person Signing John M. Toomey	
Notary Signature and Seal 	Date April 1, 1998
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>"OFFICIAL SEAL"</b>  <b>ROSEMARY KERRIGAN</b>          NOTARY PUBLIC, STATE OF ILLINOIS          My Commission Expires 5/6/01       </div>	

The Information Practices Act (California Civil Code Section 1798.17) and the Federal Privacy Act (5 U.S.C. 552a(e)(2)) require that this notice be provided when collecting personal information from individuals.

AGENCY REQUESTING INFORMATION: California Integrated Waste Management Board

UNIT RESPONSIBLE FOR MAINTENANCE OF FORM: Financial Assurance Section, California Integrated Waste Management Board, 8800 Cal Center Drive, Sacramento, CA 95826. Contact the Manager, Financial Assurance Section, at (916) 255-2200.

AUTHORITY: Public Resources Code Section 43800 et seq.

PURPOSE: The information provided will be used to verify adequate financial assurance of solid waste disposal facilities listed.

REQUIREMENT: Completion of this form is mandatory. The consequence of not completing this form is denial or revocation of a permit to operate a solid waste disposal facility.

OTHER INFORMATION: After review of this document, you may be requested to provide additional information regarding the accuracy of the mechanism.

ACCESS: Information provided in this form may be provided to the U.S. Environmental Protection Agency, State Attorney General, Air Resources Board, California Department of Toxic Substances Control, Energy Resources Conservation and Development Commission, Water Resources Control Board, and California Regional Water Quality Control Boards. For more information or access to your records, contact the California Integrated Waste Management Board, 8800 Cal Center Drive, Sacramento, CA 95826 (916) 255-2200.

# ORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
4/25/98

Serial #: 0224

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA  
COMPANY  
B  
COMPANY  
C  
COMPANY  
D  
COMPANY  
E  
F

SK SERVICES, INC. OF ILLINOIS  
WACKER DRIVE  
60606

ANCE VERIFICATION CENTER

800-4-VERIFY / FAX 1-312-701-4101

ON RISK INSURANCE SERVICES OF ILLINOIS, CA LICENSE NO. 0095623

ALTAMONT LANDFILL  
10840 ALTAMONT PASS RD.  
LIVERMORE, CA 94550

GES

IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b>				GENERAL AGGREGATE \$
<b>COMMERCIAL GENERAL LIABILITY</b>				PRODUCTS - COMPROP AGG \$
CLAIMS MADE OCCUR				PERSONAL & ADV INJURY \$
OWNERS & CONTRACTOR'S PROT.				EACH OCCURRENCE \$
				FIRE DAMAGE (Any one fire) \$
				MED EXP (Any one person) \$
<b>COMBINE LIABILITY</b>				COMBINED SINGLE LIMIT \$
ANY AUTO				BODILY INJURY (Per person) \$
ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
SCHEDULED AUTOS				PROPERTY DAMAGE \$
HIRE AUTOS				
NEED AUTOS				
<b>AGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
ANY AUTO				OTHER THAN AUTO ONLY: \$
				EACH ACCIDENT \$
				AGGREGATE \$
<b>SS LIABILITY</b>				EACH OCCURRENCE \$
UMBRELLA FORM				AGGREGATE \$
OTHER THAN UMBRELLA FORM				\$
<b>EMPLOYERS' COMPENSATION AND OTHERS' LIABILITY</b>				EL EACH ACCIDENT \$
EMPLOYER				EL DISEASE - POLICY LIMIT \$
NON-EMPLOYER				EL DISEASE - EA EMPLOYEE \$
OTHERS ARE				
<b>UTION LEGAL</b>	PRM 9210461	04/25/98	04/25/99	ANY ONE CLAIM \$1,000,000
<b>LITY</b>				ANNUAL AGGREGATE \$5,000,000

OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ATE HOLDER

CALIFORNIA INTEGRATED WASTE  
MANAGEMENT BOARD  
900 CAL CENTER DRIVE  
CRAMENTO, CA 95826

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE OF AON RISK SERVICES, INC. OF ILLINOIS

*Kathy S. Emerson*

5-3 (1/76) ... THE SYSCO CORPORATION 1981

ROWWAXU899CERTCERTR0899.FP3

1999 Division Budget Instructions  
for Fixed Insurance Costs  
Revised September 29, 1998

Coverage		Annual Rate
<b>Worker's Compensation</b>		
LIMITS:	STATUTORY WORK COMP \$1,000,000 EMPL LIAB	4.1% of Total Salaries / Wages
Contract Deductible:	\$ 250,000	(Gross Payroll and 2/3 Overtime Less Benefits and Bonuses)
Internal Deductible:	\$ 75,000	
<i>Note: Does not apply to Washington, Ohio, Nevada, N. Dakota, W. Virginia, Canada, Mexico, Puerto Rico and International.</i>		
<b>Automobile Liability</b>		
LIMITS:	\$1,000,000	\$1,400 Per Vehicle
Contract Deductible:	\$ 5,000	(Excludes Trailers)
Internal Deductible:	\$ 25,000	
<b>General Liability</b>		
LIMITS:	\$1,000,000 / \$2,000,000	\$0.70 per \$1,000 of Revenue
Contract Deductible:	None	Except Wheelabrator - \$1.85 Per \$1,000
Internal Deductible:	\$ 25,000	
<b>Umbrella &amp; Excess</b>		
LIMITS:	\$400,000,000	\$0.95 per \$1,000 of Revenue
DEDUCTIBLE:	NONE, COVERAGE IS IMMEDIATELY EXCESS OF AUTO, GENERAL, AND EMPLOYER LIABILITY	
<b>Pollution</b>		
LIMITS:	\$10,000,000 / \$20,000,000	\$5,000 per Landfill
Contract Deductible:	\$ 5,000,000 (Except in States of VA - \$5,000 & LA - \$50,000)	\$1,000 per Transfer Station
Internal Deductible:	\$ 500,000	
<b>Property</b>		
LIMITS:	\$500,000,000 (Includes Earthquake and Business Interruption)	\$0.05 per \$100 of Replacement Cost Value of Buildings, Contents & Equipment
Contract Deductible:	\$ 100,000	Except Wheelabrator - \$0.10 Per \$100
Internal Deductible:	\$ 100,000 (Except Wheelabrator - \$500,000)	
<b>VERY IMPORTANT NOTE:</b>		
In addition to the above fixed costs, <b>DIVISIONS WILL BE CHARGED UP TO THE INTERNAL DEDUCTIBLES</b> of \$25,000 per vehicle or general liability accident and up to \$75,000 per Worker's Compensation accident.		

## EXHIBIT B

### AMENDED CONDITIONAL USE PERMIT C-5512 Altamont Landfill and Resource Recovery Facility Class II Expansion Project

1. The operator shall construct the proposed landfill expansion in substantial conformance with the plan depicted in Exhibit 1, attached hereto and made a part of this permit by reference, proportionately modified for the reduced project approved herein. Specifically, the landfill expansion shall conform to the proposed footprint and elevations, and the biological mitigation area and proposed buffer zones shall be set aside as shown on this Exhibit 1.
2. The operator may make minor modifications to the footprint boundary and elevations to accommodate local requirements for geotechnical and hydrologic integrity, local biological requirements, or other valid reasons, provided the altered footprint does not exceed approximately 250 acres in extent. Nominally, an alteration in the landfill footprint locally affecting no more than 2.5 acres of land (1 percent of the expansion footprint) or alteration in the landfill construction resulting in a local maximum increase of ten (10) feet over final landfill elevation shall constitute a minor modification. For modifications greater than these values, the operator shall submit plans to the Planning Department for review and approval. If necessary, the Planning Department shall respond within ten (10) days, stating whether the proposed modification requires additional review and conditional use permit modification; otherwise, the operator may proceed with the modification.
3. The landfill expansion described in this permit, CUP C-5512, shall not be constructed until the following permits and/or plans are approved or modified as needed to accommodate said project:
  - (a) County Integrated Waste Management Plan (CIWMP) Conformance (Alameda County Waste Management Authority - ACWMA);
  - (b) Report of Disposal Site Information and Solid Waste Facilities Permit (Alameda County Health Care Services Agency, Department of Solid and Medical Waste Management, Local Enforcement Agency, or as designated by the California Integrated Waste Management Board - LEA/CIWMB);
  - (c) Waste Discharge Requirements and General Industrial Stormwater Permit (Regional Water Quality Control Board, Central Valley Region - RWQCB);
  - (d) Permit to Operate and Authority to Construct (Bay Area Air Quality Management District - BAAQMD).
  - (e) Section 404 Nationwide or Individual Permit (U.S. Army Corps of Engineers - COE)
  - (f) Permit of Incidental Take (U.S. Fish and Wildlife Service - FWS)

1-B

Final Altamont Settlement - Exhibit B

- (g) Fish and Game Code 2081 Permit and Stream Bed Alteration Agreement  
(California Department of Fish and Game - DFG)

#### LIMITATIONS ON ACCEPTANCE AND DISPOSAL OF WASTES

4. In addition to any other limitations in this permit or in any permits or approvals of the Altamont Landfill and Resource Recovery Facility (ALRRF), the operator shall not accept any waste for disposal, except as provided in Conditions No. 4.1 through 4.6, below.
- 4.1 Limitation on Franchise Waste. The operator shall be permitted to accept for disposal at the ALRRF franchise waste only from Alameda County, the City and County of San Francisco and the City of San Ramon, California subject to the following two conditions:
- 4.1.1. With respect to franchise waste accepted for disposal from the City and County of San Francisco, during the remaining term of the existing contract for such disposal the City and County of San Francisco must meet the recycling rate requirement specified pursuant to the existing permit for the acceptance of Franchise Waste from San Francisco issued by the ACWMA (ACWMA's Resolution No. 78), (a copy of this recycling rate requirement is attached to this permit as Exhibit "2.") After expiration of the existing contract, the operator may enter into a new contract to accept franchise waste from the City and County of San Francisco if San Francisco is in compliance with the aforementioned recycling rate requirement and any applicable recycling rate requirement of state law.
- 4.1.2. With respect to franchise waste accepted for disposal from the City of San Ramon, the operator may enter into a contract to accept such waste only if the City of San Ramon demonstrates that it is achieving a recycling rate equal to the average recycling rate achieved by the Cities of Livermore and Pleasanton, provided that such average rate shall be weighted to reflect the respective populations of Livermore and Pleasanton.
- 4.2 Limitation on Non-Franchise Waste. The operator shall be permitted to accept for disposal at the ALRRF non-franchise waste from Alameda County and the City and County of San Francisco. In addition, the operator shall be permitted to accept for disposal at the ALRRF non-franchise waste specifically covered by Conditions No. 4.3, 4.4 and 4.5 below.
- 4.3 Sludges, Inert Waste, and Special Waste Prior to ALRRF Expansion. During the continued operation of the ALRRF within the landfill area covered by the conditional use permit CUP-6395 and previous approvals, and prior to the date of the first deposit of solid waste in the expansion area of the ALRRF authorized by this permit (the "Expansion Date"), sludges, inert waste, and special waste from outside Alameda County and San Francisco may be accepted for disposal at the ALRRF subject to the following provisions:

- 4.3.1. During the calendar years 1999 and 2000, the amount of such waste accepted for disposal at ALRRF shall not exceed an annual tonnage cap of 75,000 tons per year, provided, however, that any unused portion of this annual tonnage cap in either calendar year may be "banked" for potential use during any calendar year after the year 2000 and up to the Expansion Date as provided in Condition No. 4.3.2 below. In each of these calendar years, no more than 12,000 tons of such waste shall be accepted for disposal from outside the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano and Sonoma (the "Nine Bay Area Counties").
- 4.3.2. During each calendar year beginning on January 1, 2001 up until the Expansion Date, the amount of such waste accepted for disposal at ALRRF shall not exceed an annual tonnage cap of 60,000 tons per year, provided, however, that any unused portion of this annual tonnage cap in any calendar year may be "banked" for potential use in any subsequent year up to the Expansion Date, and further provided that the annual tonnage cap may be increased to up to 75,000 tons per year by the use of any tonnage which has been "banked" in any prior calendar year pursuant to this Condition No. 4.3. In each of these calendar years, no more than 7,500 tons of such waste shall be accepted for disposal from outside the Nine Bay Area Counties.
- 4.3.3. Notwithstanding the limitations set forth in Conditions No. 4.3.1 and 4.3.2 above, additional sludges, inert waste, and special waste may be accepted for disposal at ALRRF to the extent that such additional wastes are the result of a "major event" which impacts all or part of Alameda County or the City and County of San Francisco, or both. A "major event" for purposes of this Condition No. 4.3.3 is defined as an event or occurrence which requires substantial additional disposal of sludges, inert wastes or special waste, and which is either (i) a regulatory change or order requiring the collection and disposal of soil, debris or other material from a substantial area such as numerous industrial facilities or public facilities, or (ii) a damaging event or occurrence such as a fire, earthquake, flood, or large explosion, which destroys or damages structures or facilities over a substantial area. If the "major event" is a regulatory change or order, then review and approval by the Planning Commission shall be required prior to any acceptance of additional waste pursuant to this Condition No. 4.3.3 from outside Alameda County and the City and County of San Francisco. The County shall use its best effort to schedule and conclude the Planning Commission hearing on any such proposed action within thirty (30) days following the operator's application to the County seeking approval of such disposal.
- 4.4 Sludges, Inert Waste, and Special Waste After ALRRF Expansion. After the Expansion Date, the amount of sludges, inert waste, and special waste accepted for disposal at ALRRF from outside Alameda County and San Francisco shall not



exceed 25,000 tons per calendar year, and no such waste shall be accepted from outside the Nine Bay Area Counties. The "banking" and "major event" provisions and exceptions set forth in Condition No. 1.3, above, shall not apply after the Expansion Date.

- 4.5 Self-Haul from Contra Costa County. The operator may continue to accept self-haul wastes from Contra Costa County at the ALRRF, up to an annual tonnage cap of 15,000 tons per year prior to the Expansion Date, and up to an annual tonnage cap of 25,000 tons per year after the Expansion Date. Prior to the Expansion Date, any unused portion of the annual tonnage cap in any calendar year may be "banked" for potential use in any subsequent calendar year prior to the Expansion Date, provided that the overall amount of such waste accepted shall not exceed 25,000 tons in any calendar year. This "banking" provision shall not apply after the Expansion Date. Self-haul wastes are defined for purposes of this Condition No. 4.5 to include solid wastes which are self-hauled to the ALRRF by the independent contractor or customer who generates the wastes.
- 4.6 Pro Rata Adjustment of Partial Calendar Years Before and After the Expansion Date. With respect to any partial calendar year immediately before or after the Expansion Date, the applicable tonnage caps shall be a pro rated percentage of the otherwise applicable caps. Minor variances in the pro rated caps for the partial calendar year, if any, prior to the Expansion Date shall be allowed only to the extent the variance is the result of seasonal or periodic fluctuations in the rate of waste disposal, which fluctuations would be consistent with complying with the tonnage cap if the cap applied over an entire calendar year.
- 4.7 No Hazardous, Medical or Radioactive Waste. The Conditions of Approval set forth above are intended to allow for disposal of franchise waste, non-franchise waste and materials regulated or classified as inert waste, special waste or designated waste, and are not intended to allow for disposal at ALRRF of material which is regulated as a hazardous waste, medical waste, or radioactive waste. Accordingly, the operator shall not accept for disposal at the ALRRF any material which is (i) classified and regulated by the State of California as a hazardous waste; (ii) classified and regulated by the State of California as a medical waste; or (iii) classified and regulated by the United States Department of Energy as a radioactive waste.
- 4.8 Annual Tonnage Cap and Average Daily Tonnage Cap. The amount of solid waste accepted for disposal at ALRRF in any given calendar year shall be limited by the geographic and other restrictions in this permit, and further by the provisions of this Condition No. 4.8. The provisions of this subsection are intended to provide an annual tonnage cap and a cap on average daily tonnage of solid waste to be accepted for disposal at ALRRF in addition to the geographic restrictions in this permit.
- 4.8.1 Beginning in the year 2000, the amount of solid waste accepted for disposal at the ALRRF in each year shall not exceed a total of 1,600,000

tons. Based on a calendar year calculated at 260 days, this would result in an annual average daily tonnage of solid waste disposed at the ALRRF of approximately 6,154 tons per day, calculated over the entire year. To allow for seasonal fluctuations in solid waste disposal, the average daily tonnage of solid waste accepted in any calendar quarter shall not exceed 7000 tons per day. Both this annual tonnage cap and the average daily tonnage cap shall be subject to adjustment as provided in this Condition No. 4.8. During any part of the year 1999 that this permit is in effect, the annual tonnage cap shall be applied on a pro rata basis.

- 4.8.2 Beginning in the year 2001, the annual tonnage cap and the average daily tonnage cap shall be automatically increased by the Planning Department to the extent required to accommodate additional waste disposal resulting from any one or more of the following factors: (i) additional growth, development or economic activity in Alameda County, San Francisco, or San Ramon as determined by the California Integrated Waste Management Board's ("IWMB") annual indices, and including automatic increases in each calendar year for additional waste generated by projects approved in Alameda County, San Francisco, or San Ramon; (ii) the transfer of any solid wastes or solid waste stream from other landfills in Alameda County for any reason, including without limitation the closure of such landfills or the negotiation of new contracts providing for disposal at the ALRRF, provided that such waste streams originate in Alameda County, San Francisco or San Ramon as provided for in this permit.
- 4.8.3 Within sixty (60) days after the IWMB releases its annual indices for the previous calendar year, the operator shall provide the Planning Department with a copy of the IWMB indices, and the Planning Department shall automatically increase the annual tonnage cap and average daily cap to the extent required to accommodate additional waste disposal as set forth in Condition No. 4.8.2 above.
- 4.8.4 For the purposes of calculating automatic cap increases as provided by Condition No. 4.8.2 above, the operator may provide the Alameda County Planning Department with other indices or factors that support, update or, in the absence of the IWMB's indices, substitute for the IWMB's annual indices. The operator shall simultaneously provide copies of all such materials to the Cities of Livermore and Pleasanton, and representatives of the Sierra Club, the Northern California Recycling Association and Altamont Landowners Against Rural Mismanagement in addition to the County, and the County shall promptly make all such materials available to the public upon request. The Planning Department may use such indices or factors in determining appropriate increases to the annual tonnage cap and average daily cap for the purposes of calculating automatic increases to the annual tonnage cap and average daily cap but shall take no action granting an automatic cap increase based on such indices or factors any sooner than twenty-one (21) days after the receipt of

copies of such indices or factors by the Cities of Livermore and Pleasanton, and representatives of the Sierra Club, the Northern California Recycling Association and Altamont Landowners Against Rural Mismanagement, in order that these parties and the public may review these and comment upon them to the Planning Department. Decisions by the Planning Department to increase the annual cap based on factors other than those set forth in Condition No. 4.8.2 above shall be appealable to the Planning Commission.

- 4.8.5 In addition to the automatic increases provided by Condition No. 4.8.2 above, following noticed public hearing and discretionary approval by the Board of Supervisors, the annual tonnage cap and the average daily tonnage cap for a given calendar year may also be increased to the extent the operator demonstrates to the Board that such increase is required to accommodate additional waste disposal resulting from extraordinary events, including natural disasters.
- 4.8.6 The operational or design capacity of the ALRRF specified in the solid waste facilities permit shall be 11,150 tons per day, provided that the daily tonnage cap shall still apply as a Condition of this permit.
- 4.9 Definitions of Waste Categories and Cover. For the purposes of this permit, the following terms have the specified meanings set forth below, including any future amendments of such referenced statutes or regulations:
  - 4.9.1. Designated Waste. The term, "designated waste", means "designated waste" as defined in California Water Code section 13173.
  - 4.9.2. Cover. The term, "daily cover" means "daily cover" as defined in 27 California Code of Regulations ("CCR") section 20164.
  - 4.9.3. Hazardous Waste. The term, "hazardous waste", means "hazardous waste" as defined in 14 CCR section 17225.32.
  - 4.9.4. Inert Waste. The term, "inert waste", means "inert waste" as defined in 14 CCR section 18720(a)(32).
  - 4.9.5. Sludge. The term, "sludge", means "sludge" as defined in 14 CCR section 18720(A)(69).
  - 4.9.6. Special Waste. The term, "special waste", means "special waste" as defined in 14 CCR section 18720(a)(73).
- 5. Testing and Advance Notice Prior to Accepting Soil and Certain Material.
  - 5.1 The operator shall not accept for any use or disposal more than ten (10) cubic yards of any soil known or reasonably suspected by the operator to come from a

contaminated site without first requiring submittal of, and reviewing, the following information:

5.1.1. Results of laboratory testing of the soil for its hazardous materials content and suitability for acceptance in a municipal solid waste landfill;

5.1.2. A statement identifying the source of the soil and the location of the source property; and

5.1.3. Any required notification from appropriate regulatory agencies that the soil may be accepted for use or disposal at ALRRF.

5.2 The operator shall not accept for any use or disposal any material that (a) requires a variance from the then existing permit conditions at ALRRF in order to be accepted there, or (b) is a hazardous waste that has been declassified or is proposed to be declassified for purpose of acceptance at ALRRF, without first requiring submittal of, and reviewing, the following information at least ten (10) days in advance of acceptance of such material at ALRRF:

5.2.1. Results of laboratory testing of the material for its hazardous materials content and suitability for acceptance in a municipal solid waste landfill;

5.2.2. A statement identifying the source of the material and the location of the source property; and

5.2.3. Notification from appropriate regulatory agencies that the material may be accepted for use or disposal at ALRRF.

5.3 The requirements of Conditions No. 5.1 and 5.2 above are triggered only when the operator has determined to accept for any use or disposal more than ten (10) cubic yards of soil known or reasonably suspected by the operator to come from a contaminated site, or any material that (a) requires a variance from the then existing permit conditions at ALRRF in order to be accepted there, or (b) is a hazardous waste that has been declassified for purpose of acceptance at ALRRF, and do not apply to soils or materials that the operator declines to accept for use or disposal at ALRRF.

5.4 The Hazardous Waste Exclusion Program for the ALRRF shall be amended to include the requirements of this Condition No. 5. The provisions of this Condition No. 5 are in addition to the other Conditions set forth in this permit relating to screening of hazardous wastes and load checking of wastes. In the event of any conflict between the provisions of this Condition No. 5 and such other Conditions of this permit, the provisions of this Condition No. 5 shall control.

6. Size of Expansion and Landfill Footprint. The landfill expansion shall not exceed 40 million tons of capacity. Consistent with the size of the expansion and the restrictions on

solid waste disposal and imports in this permit, the footprint of the landfill expansion shall be limited to approximately 250 acres.

Most of the following Conditions of Approval, Nos. 7 to 82, are a condensation and simplification of mitigation measures identified in the Final EIR as revised which should not be construed so as to diminish or eliminate responsibility of the operator for full mitigation of environmental impacts identified in the Final EIR. In implementation of these Conditions of Approval or in the event that a question arises as to how the operator or County shall proceed in mitigation of impacts, the Final EIR shall be consulted for guidance for a determination by the Planning Commission.

Mitigation measures were crafted to address the impacts identified for the original project and will be sufficient to cover any situation created for the reduced project approved herein. Other conditions reflect local, state and federal requirements that may not address specific mitigation measures for impacts identified as part of the EIR. These include legal liability, general operational conditions, design, construction and regulatory standards, periodic review, and various fees.

#### LAND USE

7. Buffer zones shall be retained on site around the perimeter of the landfill footprint substantially as indicated on Exhibit 1.
8. The operator shall apply to the Livermore Area Recreation and Park District to modify its 1991 Regional Trail Plan to recognize the proposed Class II Landfill Expansion project. Should a trail across or adjacent to Section 17 be constructed, the operator shall provide appropriate signage and fencing around the portion of the wildlife mitigation area that is nearest the trail.
9. The operator shall initiate site closure activities when the landfill achieves final grade. Closure and Post-Closure Plans shall be designed such that the landfill would support agricultural uses after closure and reclamation. A program shall be prepared for submittal and review to the United States Department of Agriculture, Soil Conservation Service, for restoration of the project site to agricultural capability. Upon closure, the project shall be "visually integrated" with the surrounding terrain through sensitive grading and revegetation with native plant materials.
10. As part of the required Site Development Review (SDR) for permitted development within the A (Agricultural) District, the Alameda County Planning Department will review proposed development of the legal building site parcels within 4,000 feet of the ALRRF Expansion footprint for consistency and compatibility with surrounding uses. The operator shall provide reasonable funding for any study of the health and safety impacts of the ALRRF expansion on such development that the Planning Department reasonably determines is a necessary part of the SDR.

- (a) If the Planning Department determines, based on the conclusions of a health and safety study conducted as part of the SDR, that the ALRRF expansion will have a significant health or safety impact on the proposed development of the legal building site parcel, the Planning Department may impose conditions on the development of the legal building site parcel to avoid any such health or safety impacts, provided, however, that the Planning Department must first require that the developer take all reasonable measures to minimize such health or safety impacts without significant additional costs including, if appropriate, relocation of the development to another portion of the parcel. If the developer incurs additional unavoidable development costs or diminution of property value solely to implement those measures required by the Planning Department to avoid health or safety impacts created by the ALRRF expansion, the operator shall provide appropriate restitution, as determined by the Planning Department, or may offer to purchase the property at its fair market value at the operator's sole discretion. Appropriate restitution shall be limited to the developer's direct, out-of-pocket costs and/or reduction in property value below the fair market value of the parcel.
- (b) If the Planning Department determines that the legal building site parcel cannot be developed for any permitted use, due solely to health or safety impacts created by the ALRRF expansion, the operator shall provide appropriate restitution which shall be limited to reduction in property value below fair market value of the parcel, as determined by the Planning Department; or the operator may offer to purchase the property at its fair market value at operator's sole discretion.
- (c) As a condition of approval of development of any legal building site parcel requiring restitution from ALRRF, the Planning Department will require that the operator enter into a recordable covenant or other recordable instrument, which acknowledges that the ALRRF, as authorized in the CUP, can continue to operate throughout its expected life and that the developer shall agree not to seek any further restitution or damages from the operator.
- (d) Nothing above will prevent the operator from applying for approval to modify its operations to reduce any health and safety impacts on the adjacent legal building site parcel caused by the ALRRF expansion.
- (e) The operator reserves all rights to appeal and/or challenge any determination of the Planning Department requiring restitution.

#### VISUAL

- 11. Final grades and contours for the landfill shall be in substantial conformance with those depicted in Exhibit 1 unless modifications are otherwise approved by the Planning Department.
- 12. In cooperation with the County, neighbors along Dyer Road, rangers and users of the Bethany Reservoir State Recreation Area, the operator shall continue its program to monitor and respond to community complaints regarding dust, stray litter, pests and other

aesthetic effects on sensitive viewpoints. All transfer vehicles and direct-haul collection vehicles that dispose at ALRRF shall be enclosed as needed to prevent rubbish from escaping the vehicle in route. The operator shall minimize the distance between the tippers and the tip area to minimize airborne litter. Refuse shall be compacted promptly to reduce amounts of blowing litter. A litter-control fence shall be installed downwind of the fill area to trap airborne refuse.

13. Where feasible, and to the extent possible, the operator shall locate soil stockpiles within basins in the existing topography, with heights generally not to exceed surrounding ridge lines. The operator shall seed larger stockpiles and cut surfaces that are not active for an extended period (more than one season).

#### HISTORIC/ARCHAEOLOGICAL RESOURCES

14. The operator shall implement a program for a qualified archaeologist to complete recordation and investigation of known sites that would be disturbed, removed or destroyed during the construction of the proposed project and comply with the requirements of the State Historic Preservation Officer (SHPO). Prior to excavation and construction, the prime construction contractor and any subcontractor(s) shall be cautioned on the legal and/or regulatory implications of knowingly destroying cultural resources or removing artifacts, human remains, bottles, and other cultural materials from the project site.
  - (a) The qualified archaeologist shall have the authority to temporarily halt excavation and construction activities in the immediate vicinity (ten-meter radius) of a find if significant or potentially significant cultural resources are exposed and/or adversely affected by construction operations.
  - (b) Reasonable time shall be allowed for the qualified archaeologist to notify the proper authorities for a more detailed inspection and examination of the exposed cultural resources. During this time, excavation and construction shall not be allowed in the immediate vicinity of the find; however, those activities could continue in other areas of the project site.
  - (c) If any find were determined to be significant by the qualified archaeologist, representatives of the construction contractor and Alameda County, the qualified archaeologist, and a representative of the Native American community (if the discovery is an aboriginal burial) shall meet within seven calendar days to determine the appropriate course of action for recording and removing any cultural resources or remains.

#### OTHER COMMUNITY SERVICES

15. The operator shall apply security systems to the operation of the Class II Landfill Expansion to preclude unauthorized entry by persons or vehicles. These systems include posting a 24-hour guard, maintaining fencing around the site perimeter, maintaining

secondary fences around active operations, wiring buildings with remote alarms (connected to a security service), and maintaining security lighting.

## BIOLOGICAL RESOURCES

16. The operator shall set aside a total of 750 acres for biological habitat mitigation and buffer area in Sections 15, 16, 17 and 21, substantially as depicted in Exhibit 1.

Land Dedication for Habitat Preserve. To the extent that off-site habitat mitigation is required by the United States Fish and Wildlife Service ("FWS"), the operator will enter into a Conservation Agreement with FWS and the Livermore Area Recreation Park District and/or the East Bay Regional Park District regarding the acquisition, operation and maintenance of a Habitat Preserve (the "Preserve") in the Altamont or other suitable area in eastern Alameda County. The operator's requirement for multi-species off-site mitigation acreage shall be met by the operator by the dedication of public open space in the Altamont or other suitable area in eastern Alameda County. The operator shall meet and confer with the City of Livermore and Alameda County planning staffs to identify properties that might be incorporated within the Preserve. In identifying the acreage for additions to the Preserve, the operator shall give priority to lands which are adjacent to or in the vicinity of existing public open space in the Altamont area such as Brushy Peak and Vasco Caves. Any such properties shall be given preference for inclusion within the Preserve (subject to availability and cost) if they are acceptable to the FWS and the Livermore Area Recreation and Park District. The operator and the City of Livermore shall confer and cooperate to identify supplemental sources of funds, if appropriate, to assist in purchasing such preferred properties. Pre-construction habitat mitigation required for each phase of the ALRRF expansion shall be implemented prior to the opening of that phase consistent with Condition No. 17 of this permit. A Trust Fund for the acquisition, operation and maintenance of the Preserve shall be established by the operator in an amount to be determined under the agreement with the FWS.

17. Prior to the initiation of any ground clearing, grading, construction, or other activities which could disrupt the San Joaquin kit fox and other target species in the expansion area, the operator shall finalize, through formal Section 7 consultation, and implement a mitigation program based on the Biological Assessment (LSA, 1995) and the measures identified in the FEIR. The mitigation program shall include but not be limited to:

- (a) Surveys for all affected species according to current agency protocols;
- (b) Reporting of results to the California Department of Fish and Game (DFG), FWS and County Planning Director;
- (c) Avoidance of areas occupied by the species and/or the safe relocation of individuals as determined appropriate by the DFG and/or FWS.

The operator shall set aside in perpetuity, by recorded deed, the 750 acres in Sections 15, 16, 17, and 21, as well as additional lands off-site to make up for the remaining acreage needed. The program shall address impacts to the San Joaquin kit fox, the American



badger, the San Joaquin pocket mouse, the ferruginous hawk, the merlins, the Northern harrier, the golden eagle, the prairie falcon, the tri-colored blackbird, the loggerhead shrike, the burrowing owl, the California tiger salamander, and the red-legged frog. The program shall include performance standards and a monitoring schedule.

18. The mitigation program shall be monitored annually for five years (minimum, or a period agreed upon by the operator in consultation with FWS and DFG) after implementation to assure the success of the mitigation, as determined by evaluation of performance standards and success criteria based on FWS and DFG requirements and standards. If at any point during the five-year monitoring period, the mitigation plan is judged to have not been successful, the mitigation shall be reinitiated, after modification as necessary, and monitored for a succeeding five-year period.
19. If required by the FWS or the DFG, the operator shall conduct surveys at appropriate times of the year for the Townsends western big-eared bat, the pallid bat, the California mastiff bat, the California horned lizard, the San Joaquin whipsnake, the Ricksecker's water scavenger beetle, the curved-foot hygrotus beetle and the Molester's blister beetle. If these surveys reveal the presence of any of these species, the operator shall consult with FWS and DFG to determine suitable mitigation, based on measures presented in the FEIR as applicable. The operator shall implement measures as required by the FWS or the DFG.
20. The operator shall conduct FWS- and DFG-approved pre-construction surveys at appropriate times of the year for the San Joaquin kit fox, the American badger, the tri-colored blackbird, the loggerhead shrike, and burrowing owls. Prior to the filling of existing ponds, the operator shall conduct surveys for tadpoles and adult western spadefoot toad. If any of these surveys reveal the presence of any of these species, the operator shall either avoid or relocate the animals as determined appropriate by the FWS or the DFG.
21. Long-term maintenance of the mitigation lands shall be the responsibility of the operator with the assistance of qualified consultants or consultation with state and federal agency staff, until it can find a qualified agency or private organization to takeover the long-term maintenance responsibility. Selection of the management entity shall be made based on its ability to carry out the long-term maintenance requirements and its commitment to goals consistent with the long-term maintenance requirements. Selection of the management entity shall be subject to FWS, DFG, and County approval. If a long-term management entity is identified, selected and approved by FWS, DFG, and the County, the management entity, through a legally binding agreement, shall assume the maintenance and management responsibility of the San Joaquin kit fox mitigation areas in perpetuity.
22. No chemicals (e.g., rodenticides, herbicides) shall be applied in areas used for mitigation habitat, or in areas within one mile of known San Joaquin kit fox occurrences during construction and operational phases of the landfill. (This measure is not meant to preclude use of rodenticides within the operating landfill footprint). If chemical rodent control must be conducted at the ALRRF, zinc phosphide or other County approved

rodenticide shall be used. Application methods for chemicals should minimize exposure of non-target species as recommended in the FEIR. Prior to application, the operator shall conduct a field consultation with the FWS and DFG regarding the feasibility of rodenticide application. The operator shall comply with FWS and DFG requirements for such application.

23. The operator shall, to the extent feasible, locate stockpiles in previously disturbed areas. The operator shall also attempt to minimize the area extent (footprint) of the stockpiles.
24. To the extent possible, project-related vehicle traffic shall be restricted to established roads, construction areas, storage areas, and parking areas. To the extent possible, off-road vehicle traffic outside of designated project areas shall be restricted. Project-related vehicles shall observe a 20 mph speed limit in all project areas.
25. The operator shall conduct an employee education program. The program shall include review of kit fox biology, habitat requirements, legislative protection, and measures taken to reduce impacts to the species during project construction and operation.
26. The operator shall submit a post-construction compliance report to FWS within 45 days of completion of each major project component (e.g., stockpiles, water pipeline, storm-drain basin construction).
27. Closed landfill areas may be provided as part of the replacement mitigation habitat for the San Joaquin kit fox and various passerine species, if literature research or available data establishes that this is feasible and if approved by FWS and DFG.

#### WETLANDS

28. The operator shall implement a Wetlands Mitigation Plan based on the Conceptual Wetland Mitigation Plan (LSA, 1994), the mitigation measures identified in the FEIR, and a Plan that has been approved through permits by the COE, FWS, DFG, RWQCB and the County. At minimum, this shall include creation of 2.5 acres of seasonally inundated wetlands in four units in Section 17. The wetlands shall be designed as breeding habitat for the California tiger salamander and red-legged frog. Revegetation shall use only native vegetation of species found on site. The plan shall include performance and monitoring standards.
29. The operator shall monitor the replacement wetlands after they are created to assess whether they are meeting the performance standards in the approved Wetlands Mitigation Plan. Such monitoring shall be conducted for five years or until performance standards are met, whichever occurs first.
30. If performance standards are not met during the first five years after replacement wetlands are created, the operator shall continue monitoring for a period to be determined by the COE and the County.
1. Maintenance and monitoring of the wetlands shall be the responsibility of the operator with the assistance of qualified consultants, until it can find a qualified agency or private

organization to assume that responsibility. The management entity shall be selected based on its financial and technical capability to carry out the long-term maintenance requirements and its commitment to goals consistent with the long-term maintenance. Selection of the management entity shall be subject to approval by the COE and the County. If a management entity is approved, the management entity, through a legally binding agreement, shall assume the maintenance and management responsibility of the wetland mitigation areas in perpetuity.

32. The operator shall avoid existing ponds in the Phase I landfill area until replacement wetlands have been established. The operator may remove the existing ponds as construction occurs in the expansion area after it has been determined that replacement wetlands have been established and the California tiger salamander has been resettled.

#### ALKALI SINK

33. The operator shall implement a mitigation plan for the alkali sink that is based on the Conceptual Wetlands Mitigation Plan (LSA, 1994) and the mitigation measures identified in the FEIR, and that has been approved by the COE, DFG, FWS, and the County. Operator shall conduct a site-specific hydrology analysis for the sink to determine the appropriate average seasonal flow to the sink, and this shall be incorporated into the plan. The mitigation plan shall include performance and monitoring standards.
34. The operator shall conduct bi-annual monitoring of the alkali sink pursuant to a monitoring plan approved the COE, DFG, FWS, and the County to determine whether the performance standards are being met. If the monitoring reports show that the alkali sink is not being adequately maintained or is declining in habitat quality or quantity, the operator shall take additional mitigation measures approved by the COE, FWS, DFG, and the County, based in part on measures recommended in the FEIR.
35. Any surface or ground water delivered to the alkali sink shall pass through detention basins to remove sediment, and untreated leachate delivered into the alkali sink shall meet applicable water quality standards.
36. The operator shall fence the area to keep livestock out of the alkali sink.

#### GEOLOGY/SOILS/ SEISMIC

37. The operator shall design and construct the landfill in accordance with Titles 14 and 23 of the California Code of Regulations (CCR) requirements for final cover design, final surface grades, and continuing monitoring and maintenance to reduce potential impacts due to settlement. The final design and subsequent modifications shall be reviewed by the RWQCB (prior to issuance of revised Waste Discharge Requirements) and the LEA (as part of the application for a revised Solid Waste Facilities Permit). RWQCB and LEA approvals shall signify that the proposed design meets all of the applicable requirements.
38. The operator shall conduct slope stability analyses for the design in accordance with Titles 14 and 23 of the CCR and stability shall be verified for each landfill cell and

excavation. The analyses would be able to address hidden instability conditions on the site. The purpose of the analyses shall be to determine potential hazards for cut slopes, refuse slopes, and final cover. Measures shall be implemented to reduce specific identified slope instability hazards. These measures might include reducing the slope angle, keying slopes, buttressing unstable areas and excavation sequencing from higher-lying to lower-lying parts of unstable slopes. Similar verification shall occur for temporary refuse fill slopes for future fill sequences prior to construction of each cell. All slope stability investigations shall be conducted by a certified engineering geologist and/or registered geotechnical engineer. All final grading plans and slope stability analyses shall be reviewed by the County Grading Inspector prior to the start of liner construction.

39. The proposed final topography shall be described in the Report of Disposal Site Information that would be submitted to the LEA as part of the application for a revised Solid Waste Facilities Permit. The LEA's approval of the application shall signify that the proposed topography meets all of the applicable Title 14 requirements.
40. The operator shall establish permanent survey monuments on and in the immediate vicinity of the landfill to monitor long-term landfill settlement or lateral displacement. The monuments shall be periodically surveyed during the post-closure maintenance period. If the monitoring of settlement and displacement detects that more than anticipated amounts of movement of the monuments has occurred, an engineer or engineering geologist shall be retained to make specific recommendations for correcting the stability problem. A record of the monument survey results shall be filed with the LEA.
41. During the landfill development period, the operator's engineer shall conduct an investigation of slope stability, including active working area, filled and closed areas, and nearby areas that could affect the landfill whenever there is rainfall of more than six inches in a three-day period that follows an accumulated seasonal (October through April) total rainfall of 15 or more inches.
42. The operator shall retain a qualified engineering geologist to conduct a site inspection to identify any potential indications of instability and to provide recommendations to stabilize or minimize hazards of slope instability as soon as possible, but not longer than, one week following such a rainfall. A record of the engineering geologist's inspection and recommendations, and the operator's response plan shall be filed with the LEA and RWQCB.
43. All offsite slope instabilities that could reasonably affect the landfill and perimeter drainage system shall be identified by an engineering geologist and corrected at the time that filling is carried out in that part of the Expansion area. At the time of the final closure plan, no significant slope instabilities shall remain onsite or adjacent to the site that could result in damage to the landfill or the perimeter drainage system. The operator's engineering geologist shall submit documented proof of compliance with this requirement to the LEA and RWQCB.

44. The operator shall design and construct the landfill in accordance with all federal and State requirements relative to seismic safety. The final design shall be reviewed by the RWQCB (prior to issuance of revised Waste Discharge Requirements) and the LEA (as part of the application for a revised Solid Waste Facilities Permit). RWQCB and LEA approvals shall signify that the proposed design meets all of the applicable seismic safety requirements. To protect on-site personnel, ensure the integrity of the landfill, and minimize any disruption to landfill operations in the event of a major earthquake, the operator shall update the Earthquake Response Plan (part of the site's Emergency Response Plan currently in effect) to include post-earthquake inspection to evaluate any damage that may have occurred, ensure the integrity of the landfill containment systems, and make the landfill operational as soon as possible.

#### HYDROLOGY/WATER QUALITY

45. The operator shall comply with the following RWQCB requirements based upon the project description:
- (a) Prepare a Leachate Monitoring Plan. Monitoring procedures shall address the amount of leachate generated, its chemical composition, and the depth of leachate buildup on the liner. Leachate monitoring activities shall comply with the site's Waste Discharge Requirements, and applicable sections of CCR Titles 14 and 23.
  - (b) Prepare and submit a groundwater monitoring plan to the RWQCB as part of the Report of Waste Discharge, prior to issuance of the Waste Discharge Requirements. Groundwater monitoring shall be conducted using background and compliance wells. Monitoring well placement shall take into consideration the local variability in geologic materials that influence groundwater flow as indicated by various conceptual groundwater flow models identified by RUST Environment & Infrastructure (1994).
  - (c) Prepare and submit a vadose zone monitoring plan to the RWQCB as part of the Report of Waste Discharge, prior to the issuance of the Waste Discharge Requirements. Vadose zone monitoring shall be conducted in accordance with CCR Title 23, Section 2550.7(d). Liquids collected in the systems shall be monitored periodically. The operator shall remove or remediate any detected contaminants pursuant to CCR Title 23, Section 2550.11.
  - (d) Implement appropriate corrective measures in the event of leachate migration pursuant to Section 2550.10 of CCR Title 23 shall be implemented by the operator, subject to approval and oversight by the RWQCB, Central Valley Region.
  - (e) Submit a copy of the annual report prepared for the appropriate RWQCB to the Planning Department.
46. The landfill shall be designed and constructed to control drainage and erosion in accordance with the facility Waste Discharge Requirements including surface water run-

on and run-off controls. The drainage and erosion plans shall be submitted to the Planning Department with review by the Director of Public Works. The operator may proceed with proposed construction within ten (10) calendar days of the Planning Department's receipt of written submittal unless otherwise notified by the Planning Department. The plans should incorporate the following measures:

- (a) The proposed landfill shall be constructed against existing ridges such that all rainfall on areas adjacent to the footprint shall drain away from the landfill.
  - (b) Sedimentation basins shall be incorporated into the project design in places where peak discharges would increase substantially.
  - (c) Drainage facilities shall be constructed to accommodate the 1,000 year, 24- hour storm, or current design storm as required by state or federal law.
47. In the event that springs or heavy seeps are encountered during site excavation for the landfill, additional subgrade drainage measures shall be taken to ensure that there is no seepage into the landfill and that groundwater/waste separation is maintained. Such measures may include additional geotextile drains, the extension of gravel chimney drains up the slope from the gravel drain on the floor of the landfill, and hydroaugers. Other measures also may be recommended by the project engineering geologist in response to the local hydrogeological conditions.
48. The operator shall design the final grading and drainage of the Proposed Class II Landfill Expansion to minimize cover erosion. Design features shall include deck area slopes to promote sheet drainage, a series of drainage benches, inlets, and down drains, debris/retention basins, and outlet structures.

#### PUBLIC HEALTH & SAFETY

49. The operator shall continue the application of the existing WMAC/ALRRF Special Waste Program (a process of identifying and characterizing each customer waste stream) to new designated wastes to be received by ALRRF. Designated wastes shall be accepted only from pre-approved generators. To be pre-approved, a generator shall submit information that may include analytical data to the operator demonstrating that its waste stream is non-hazardous prior to sending any waste to the landfill. Wastes with ambiguous analytical data (indicating that it could be hazardous) shall not be accepted by the operator for disposal at the landfill until the waste is proven to be non-hazardous by supplemental testing. This measure would allow the landfill to employ inexpensive screening tests that could flag wastes that are potentially hazardous without rejecting them outright, while allowing definitely nonhazardous wastes to pass. Waste proven to be hazardous either by the screening tests or by supplemental tests shall be taken elsewhere.
50. In accordance with State codes, any truck which disposes of municipal solid waste (MSW) at the ALRRF may be inspected and approved or rejected by the LEA. In

accordance with the State of California 1993 Vehicle Code, haul trucks carrying dusty material shall be covered during transport.

51. For those designated wastes (such as drilling muds, ash, and sludges) for which handling procedures are not fully described in the Joint Technical Document (JTD) and revisions/amendments thereto, the operator shall develop and adopt handling provisions that are in compliance with LEA requirements and RWQCB Waste Discharge Requirements. Special care shall be taken to ensure that incompatible wastes are not mixed. Designated wastes shall be mixed with (and covered by) MSW as part of the co-disposal process. Ash or contaminated soils shall not be disposed of during windy conditions (where the material is difficult to handle or could be blown off-site). The formation of standing pools of water shall be minimized by quickly covering high moisture-containing wastes with MSW or dry designated wastes.
52. The operator shall comply with provisions of the CCR, Title 14, Section 17670, which state that operating and maintenance personnel are required to wear and use approved safety equipment for personal health and safety, as determined necessary by the LEA, and Section 17672, which stipulates that site operation and maintenance personnel must be adequately trained in subjects pertinent to safety, health, environmental controls and emergency procedures.
53. Workers shall not be allowed to eat near the active landfill. Food and beverages shall only be consumed away from active landfill areas, or inside an enclosure such as an office building or mobile trailer.
54. The landfill's Health and Safety Program shall be applied to the Class II Landfill Expansion, including the Health and Safety Plan that describes how the program is enacted. The Plan shall be revised if needed to include a Contaminant Exposure Monitoring Program, a Medical Monitoring Program, a Personal Protective Equipment Program, and a Training Program as well as procedures for implementation, record keeping, audits, and accident investigations. The operator shall continue to implement the site's Respiratory Protection Program.
55. The operator shall adapt and apply the existing *Altamont Landfill Emergency Management Manual* to the Class II Landfill Expansion. Topics to be addressed in the manual shall include, at minimum: fires, spills, releases, emissions, natural disasters (storms, earthquakes, floods), and medical emergencies. The manual shall also specify policies and procedures for emergency communications, organization, and employee training regarding emergency response. The *Altamont Landfill Emergency Management Manual* shall be reviewed by the LEA and the Alameda County Fire Department.
56. The operator shall develop and maintain a low-flammability buffer zone or fire break around the perimeter of the active working area to isolate the landfill from the surrounding grasslands.
57. The Vector and Bird Control Plan for the Class II Landfill Expansion shall be approved by the LEA. Measures shall be implemented to discourage sea gulls and other pests.

including restricting the size of the working face to limit scavenging by effective compaction and covering of the refuse, and preventing the accumulation of ponded water. If, in the judgment of the landfill management, excessive numbers of birds land at the working face, noise-making shells can be fired from hand-held guns to disperse the birds. The landfill operator shall insure periodic monitoring of the landfill for the presence of vectors as determined by the LEA. The LEA should periodically monitor the landfill for the presence of vectors. LEA inspections shall be documented in the operating record.

58. The operator shall adapt and apply provisions of the Hazardous Waste Exclusion Plan (HWEP) for the ALRRF to the wastes received at the Class II Landfill Expansion. The program shall include, at a minimum, training of personnel to recognize regulated hazardous wastes, random inspection of incoming waste loads, inspection of all suspicious loads, procedures for handling unauthorized hazardous wastes, procedures to notify the proper authorities if hazardous wastes are discovered, and provisions for documentation of inspections and record keeping. The HWEP for the Class II Landfill Expansion shall be submitted to the LEA for approval.
59. The operator shall have a load-check program, approved by the LEA as part of the Report of Disposal Site of Information. Consistent with current operating practices, the ALRRF shall not accept for disposal waste materials that do not comply with the hazardous waste identification and acceptance control methods practiced by Sanitary Fill Company for San Francisco and/or the methods practiced by WMAC at the Davis Street Transfer Station, or other program that is equivalent or more effective in screening out hazardous waste, as determined by the LEA.

#### TRAFFIC/CIRCULATION

60. In cooperation with and under the supervision of the Alameda County Public Works Agency and the City of Livermore, the operator shall pay a proportional share of the cost of the following to help mitigate cumulative roadway capacity and level-of-service impacts in the project study area:
  - (a) Monitoring traffic levels of service at the following intersections at a frequency determined by the County in consultation with the operator:
    - i) During the AM peak hour at the intersections of Altamont Pass Road - North Front Road/North Greenville Road and I-580 Westbound Ramps/Grant Line Road;
    - ii) During the AM and PM peak hours at the intersection of Grant Line Road and Altamont Pass Road; and
    - iii) During the PM peak hour at the intersections of I-580 Eastbound Ramps and Grant Line Road, South Front Road/I-580 Eastbound Ramps North Front Road/I-580 Westbound ramps, and Altamont Pass Road - North Front Road/North Greenville Road.



- (b) Necessary improvements to roadway and intersection capacity sufficient to mitigate project contributions to cumulative roadway capacity and level-of-service impacts in the project study area.

The operator's payment toward the cost of the traffic impact monitoring and improvements enumerated above shall be based upon the project's proportional share of the total increase in traffic above existing levels at the enumerated intersections and on Altamont Pass Road. The operator's proportional share shall be increased for the impacts of larger vehicles, and shall be decreased for traffic for which the Alameda County Waste Management Authority or other Alameda County agencies or jurisdictions have collected a fee to be used at least in part for traffic mitigation.

- 61. In cooperation with and under the supervision of the Alameda County Public Works Agency and the City of Livermore, the operator shall pay a proportional share of the cost of the following to help mitigate additional project-related and cumulative structural section and roadway maintenance impacts in the project study area:

- (a) Necessary safety, maintenance and structural improvements to roadway and intersection sections to the extent needed to mitigate project contributions to roadway deterioration and maintenance requirements in the project study area;
- (b) Implementation of long-range Alameda County plans to resurface and reconstruct affected portions of Altamont Pass Road to the extent needed to mitigate project impacts; and
- (c) Regular maintenance of the affected portion of Altamont Pass Road, including application of sweeping, chip seal, repair of roadway shoulders, and maintenance of proper roadway drainage.

The operator's payment toward the cost of the safety, maintenance and structural improvements enumerated above shall be based upon the landfill's proportional share of the overall impact to the roadway and structural degradation on the affected roadways. The operator's proportional share shall be increased to account for the impacts of larger vehicles and shall be decreased for traffic for which the Alameda County Waste Management Authority or other Alameda County agencies or jurisdictions have collected a fee to be used in part for roadway safety, maintenance and structural improvements.

- 62. The operator shall pay its proportional share of the costs of roadway maintenance and structural section improvement projects as identified in the "Alameda County-Alameda County Waste Management Authority-Oakland Scavenger/Waste Management of Alameda County, Inc. Agreement for Roadway Improvements on Altamont Pass Road from ISR 580 to Altamont Landfill and Its Vicinity." Alameda County recognizes that the obligations of the operator and the definition of "proportional share" for the purposes of mitigating impacts that have occurred and will continue to occur are defined in the Agreement for Roadway Improvements. The project could result in additional traffic-related impacts not contemplated in the Agreement for Roadway Improvements (January, 1993). The parties to the Agreement for Roadway Improvements are expected to confer

to determine whether a new or amended Agreement should be adopted which could include changes in the definition(s) of "proportional share" or the obligations of the operator and/or other parties to the Agreement with respect to mitigating impacts that will occur following commencement of the project authorized by this Conditional Use Permit. It is anticipated that the roadway improvements enumerated in Conditions Nos. 60 and 61 either are included in the Agreement for Roadway Improvements or will be included in a new or amended Agreement.

63. The operator shall participate in and pay a proportional share of the cost for a study to be prepared by the Alameda County Public Works Agency. This planning study would determine needed short-term and long-term safety, maintenance and other roadway improvements (both local and regional) in affected areas; estimated costs (with rationale); cost-sharing instruments; and payment schedules among contributors of impacts in affected areas.

Within 180 days of the effective date of this permit, the operator shall enter into a memorandum of understanding (MOU) with the Alameda County and ACWMA to identify specific projects for which the operator has obligations pursuant to Conditions Nos. 60, 61 and 62, and to establish a funding mechanism for the payment of the parties' proportional shares of those expenses enumerated in Conditions Nos. 60, 61 and 62. Pursuant to the MOU, the parties shall ensure that funds will be available for the County to draw upon, on an ongoing basis, as needed to meet their obligations to pay their proportional share.

4. The operator shall pay the Tri-Valley Transportation Council Regional Traffic Impact Fee if and when adopted and imposed for new development projects within the region, and/or a similar regional traffic fee imposed by Alameda County. The fee shall be imposed in proportion to other projects under review and approval. If more than one regional transportation fee is adopted, the operator shall not be required to pay more than once for a single project.
65. The operator shall pay the Alameda County Cumulative Traffic Impact Mitigation Fees per Ordinance 0-88-77 within 180 days of final adoption of this conditional use permit. For the purposes of computing this fee, every large truck would count as the equivalent of three (3) vehicles.
66. During the a.m. peak commute period (6:45 a.m. to 8:45 a.m.) there will be no more than fifty (50) total refuse truck trips per hour arriving at the landfill and during the p.m. peak commute hour (4:30 p.m. to 5:30 p.m.), there will be no more than ten (10) total refuse truck trips arriving at the landfill.
67. The average weight of wastes delivered by truck for disposal will not be less than twenty (20) tons per truck, exclusive of refuse trucks originating from the San Ramon Unit. Beginning in 2002, as trucks in the Davis Street Transfer Station fleet are replaced, clean air vehicles will be used for hauling wastes to the ALRRF from the Davis Street Transfer Station.

68. The operator shall take all necessary precautions to ensure that mud and other foreign material are not tracked onto public roadways by vehicles using the facility. If the applicant becomes aware that such material has been tracked onto public roadways, the Public Works Agency shall be expeditiously notified and the applicant shall be responsible for the cost of any required clean-up.

#### AIR QUALITY

69. The operator shall control fugitive dust in accordance with BAAQMD regulations as they may apply to landfill operations. Treated wastewater (leachate and condensate) shall be used for control of dust resulting from the proposed project to the extent possible. Earth-moving activities shall be accompanied by regular spraying with clean or reclaimed wastewater to control dust. The operator shall pave refuse access haul roads outside of active operation areas. Engineering controls shall be implemented by the operator, if needed, to control dust emissions. Such controls might include wind screens near the unloading areas or the use of dust suppressants.
70. The operator shall develop and implement a construction and operations dust mitigation plan/program, in conjunction with the BAAQMD, that would achieve at a minimum a dust control efficiency of about 75 percent. Components of this plan shall include:
- (a) Minimize cell preparation activity to the extent feasible, i.e., restrict cell construction activity to four (4) acres at any given time;
  - (b) Water the construction site on a regular basis, depending on wind conditions, dryness of soil, and intensity of activity;
  - (c) Restrict vehicles and equipment to compacted and watered surfaces to the extent possible;
  - (d) Use a chemical palliative (such as Dust Ban) or dust suppressant, if necessary, to reduce fugitive dust emissions from vehicle travel surfaces. Some chemical stabilizers can contain a considerable fraction of hydrocarbons, and shall be selected judiciously. The choice of chemical palliative may be recommended by the BAAQMD, and should be addressed through issuance of a Authority to Construct/Permit to Operate;
  - (e) Increase the frequency of watering on dry windy days; and
  - (f) Limit vehicle speeds on unpaved roads to 15 mph.
71. The operator shall keep all operating equipment well-tuned and regularly serviced to minimize exhaust emissions, and shall establish a regular and frequent check-up and service/maintenance program for all operating equipment at the landfill. The operator shall maintain construction equipment and associated pollution control equipment in an operational and fully tuned manner.

72. The operator shall comply with Regulation 8, Rule 34 of the BAAQMD, regarding control of NOx emissions from gas-powered turbines. The operator shall revise the Landfill Gas Management Plan for Fill Area 1 to make it apply to the ALRRF Class II Expansion area. The Plan shall include a system with which to detect and control potentially volatile gases generated by the proposed project. The Plan shall serve to prevent landfill gas hazards through gas collection and conversion to energy; detection of gas migration and emissions; and documentation of the effectiveness of the system.
73. The operator shall use all reasonably collectable and deliverable landfill gas for the production of electricity in an electrical generating facility which has a designed capacity to handle the total estimated gas production of the disposal site and utilizes high efficiency conversion equipment such as gas turbines.
74. The operator shall ensure optimal operations of the gas collection system with regular maintenance and service, and with periodic monitoring as determined by the BAAQMD. The Landfill Gas Collection System for the landfill expansion shall be constructed and operated pursuant to BAAQMD permits. The operator shall implement Best Available Control Technologies for Toxics (T-BACT) on applicable emission sources as required by the BAAQMD.
75. Hazards associated with gas accumulation in on-site buildings shall be prevented by regular monitoring of building air; proper ventilation, both within the buildings and under the slabs; subgrade membranes; gas collection devices; and, spark-proof electrical systems, as determined by the BAAQMD and LEA. The landfill operator shall not construct or otherwise locate any structure for occupancy in an area of known landfill gas buildup. The operator shall verify the absence of landfill gas buildup prior to any construction activity in all areas known to have the potential for gas accumulation (and areas within 1,000 feet of the landfill footprint) and incorporate gas monitoring and control measures in the design of any structures that would be constructed in such areas.
76. All site personnel working in structures shall be trained in the purpose of the landfill gas monitoring system and the proper response to an alarm.
77. Consistent with Section 17783(d) of the CCR Title 14, landfill gas monitoring and control systems at the ALRRF shall be modified during the postclosure maintenance period to reflect changing land uses adjacent to the site.
78. The operator shall control odors per CCR Title 14, Division 7, Chapter 3, Article 7.6, 17701 and 17713(refer to Table III.I-1 in Section III.I., Public Health and Safety, for details). The operator shall continue to conduct a monitoring program as required by BAAQMD Permit to ensure that there are no major odor leaks to the atmosphere.
79. The operator shall bury excessively odorous wastes immediately with other landfill wastes, depending on their nature and source. The operator shall ensure that loading, unloading, and material handling activities are carried out efficiently and without delays to avoid excessive odors.

OISE

80. All internal combustion engines on equipment used at the project site and for roadway construction shall be equipped with mufflers equal to or better than that supplied by the vehicle manufacturer. All equipment shall be maintained in good mechanical condition so as to minimize noise from faulty engines, drive trains, and other components. No muffler or exhaust system shall be equipped with cutout, bypass, or similar devices intended to thwart quieting.
81. The operator shall provide the option of retrofitting existing noise-sensitive land uses along Altamont Pass Road to reduce exterior noise levels to 45 dBA, Ldn. "Exterior noise levels" means exterior noise as heard inside residences. This option shall apply at a minimum to the two residences southwest of the landfill. The option might also apply to the residence on Altamont Pass Road east of the landfill, or other noise-sensitive uses along the road, if any (the potential impact would need to be calculated at those locations). Exterior noise levels could be reduced by double-panning windows and adding sound insulation on walls facing the roads. The homes shall be retrofitted prior to the commencement of filling operations in the Class II Landfill Expansion Area.
82. When conducting design review for future noise-sensitive land uses along Altamont Pass Road (as is required for proposed development in Agricultural zoning districts), Alameda County Planning Department staff shall consider the potential noise exposure from landfill activities, and require site and/or building design features to keep noise at acceptable levels.

#### CONDITIONS GENERALLY APPLICABLE TO THE OPERATION OF THE ALRRF

83. Before June 30, 2000, the operator shall submit for Planning Department review a detailed draft Mitigation Monitoring and Reporting Program (MMRP) for monitoring and enforcement of the impact mitigation measures and conditions of approval for the project as directed in the Mitigation Monitoring Program adopted for this Conditional Use Permit. Prior to implementation of any mitigation measures, a final program shall be submitted for review and adoption by the Planning Department on or before September 30, 2000.

An annual progress report shall be submitted to the Planning Director and LEA for concurrent review at the beginning of each calendar year. The operator shall respond to and report on the status of each condition of this permit.

The MMRP shall require that the operator pay to Alameda County full costs incurred for review, approval, administration, monitoring and inspection of all programs. This amount does not include routine costs of the LEA program or programs mandated by other responsible agencies. A minimum amount of \$10,000 shall be deposited and maintained at that level, in trust, to the Treasurer, Alameda County, for MMRP review and related monitoring costs.

The Planning Department may use its employees, employees of the Planning Department, other agencies or private consultants, as needed, to conduct such reviews, inspections and administration to ensure satisfactory implementation and enforcement of these measures and may include hiring additional personnel on a part-time or full-time basis. When required by the Planning Department, the operator shall post an additional cash deposit, as determined to be necessary, to cover estimated costs to satisfy this requirement.

84. A Notice of Acceptance of the ALRRF Closure Plan and Postclosure Maintenance Plan approved by the California Integrated Waste Management Board and LEA shall be submitted to the Planning Department for review prior to initiation of facility closure.
85. A copy of the evidence of financial ability, approved by the California Integrated Waste Management Board and LEA, to provide for the cost of closure and postclosure maintenance, in an amount equal to the estimated cost of closure and 30 years of postclosure maintenance, contained in the closure plan and the postclosure maintenance plan, shall be submitted to the Planning Department.
86. The operator shall hold harmless and indemnify the County of Alameda against liability for personal injury or property damage caused by or resulting from acts or omissions by the operator, its agents, officers or employees in conducting this landfill operation. The operator shall agree to defend, at their sole expense, any action brought against the County, its agents, officers or employees, because of the issuance or operation of this permit. The operator shall reimburse the County, its agents, officers or employees for any court costs and attorney's fees which the County, its agents, officers or employees, may be required by a court to pay as a result of such action. The County may, at its sole discretion and expense, participate in the defense of any such action, but such participation shall not relieve the operator of the obligations under this condition.

The County will cooperate, to the maximum extent practicable, with the operator in the defense of any such action and may, at its sole discretion and expense, participate in the defense, but such participation will not relieve the operator of their obligations under this condition. The operator may request revocation of this permit to minimize the obligations under this condition and the County shall respond as expeditiously as possible and, to the maximum extent practicable.
87. If problems develop regarding landfill operation or restoration, as the LEA may determine based on results of inspections or complaints, the operator shall take corrective action with all due haste, in good faith, consistent with solutions approved by the LEA, who shall consult with affected persons and agencies, including the LEA, in determining appropriate solutions.
88. If any problems develop regarding slope stability, erosion control, surface water or related matters, as may be determined by the Director of Public Works, the operator shall engage an engineering geologist to prepare an investigation detailing the problem and possible solutions in a timely manner. The operator shall implement solutions as approved by the Director of Public Works.

89. There shall be no assignment, trade, sale, or any other creation of an interest by San Francisco solid waste exporters in their capacity at the Altamont Landfill to any other public agency or private party.
90. Prohibition on Rail Haul. The operation of the ALRRF shall not include any delivery of waste to the ALRRF by railroad.
91. Prohibition on Soil Mining. The operator shall not engage in the mining of soil on the ALRRF for sale or export outside the ALRRF site (including any such mining for sale or export that requires a surface mining permit).
92. Five Year Permit Compliance Reviews. Consistent with applicable provisions of the Alameda County Code, the County shall conduct a permit compliance review every five years to determine the compliance of the ALRRF with the provisions of this permit. The permit compliance reviews shall not include reconsideration or re-evaluation of the terms and conditions of this permit.
  - 92.1 Notice and Hearing. The County shall provide ninety (90) day advance written notice to each of the Parties of any public hearings (the "Compliance Review Hearings") held by the County in conjunction with the County's Compliance review of the New Permit (the "Five Year Compliance Review"). The Planning Commission shall hear the Compliance Review Hearings. At least one Review Hearing for each Five Year Compliance Review shall take place in the evening in Livermore. The County shall publish notices of all Compliance Review Hearings at least 60 days prior to the earliest such hearing in major newspapers of general circulation in the County, including the Tri-Valley Herald, the Independent and the Valley Times. The operator's submittals and the relevant County staff reports that are intended to be considered at any Compliance Review Hearing shall be made available to the general public, and copies shall be provided to the cities of Livermore and Pleasanton, and representatives of the Sierra Club, the Northern California Recycling Association and Altamont Landowners Against Rural Mismanagement, or their designated representatives, at least forty-five (45) days prior to the public hearing. Any follow-up documentation, such as a response to or clarification of a public comment, shall be made available to the general public upon submittal to the County, or if prepared by the County, upon submittal to the Planning Commission. The County shall make copies of all such written materials publicly available at one or more locations in Livermore and in the City of Oakland.
  - 92.2 Operator Submissions. In connection with each Five Year Compliance Review, the operator shall submit to the County (i) comprehensive information on the record of ALRRF's compliance with the terms and conditions of this permit, (ii) current data and information included in the required reports made pursuant to the California Integrated Waste Management Act, Public Resources Code Sections 40050 et. seq., in connection with review of the Solid Waste Facilities Permit for ALRRF, (iii) current data and information included in the required reports made to the RWQCB in connection with review of waste discharge requirements, (iv)

current data and information included in the most recent existing air quality report and related monitoring reports for ALRRF.

- 92.3 Possible CEQA Review Due to Substantial Noncompliance. In the event the Board finds that there has been substantial noncompliance by the operator with any of the permit conditions during the five-year period under review, the County may, in addition to any other recourse the County may have, and provided that such action is allowed pursuant to Public Resources Code section 21166 and sections 15162 through 15164 of the CEQA Guidelines or any other applicable provisions of CEQA, require CEQA review of the non-complying operations prior to any approval of the continuation of such activities.
- 92.4 Possible CEQA Review Due to Substantial Changes or Significant New Information. Consistent with the provisions of CEQA, including Public Resources Code section 21166 and sections 15162 through 15164 of the CEQA Guidelines, the County shall require additional CEQA review if, and to the extent, the County finds, based on substantial evidence, that further CEQA review is required pursuant to the terms of Public Resources Code section 21166, and sections 15162 through 15164 of the CEQA Guidelines or any other applicable provisions of CEQA.
93. Augmented Board of Supervisors Permit Compliance Review Prior to Mid-Capacity Buildout Point. During that Five Year Compliance Review which is closest in time but prior to that date which the operator projects that fifty percent (50%) of the total approved capacity of the ALRRF expansion will be filled (the "Mid-Capacity Compliance Review"), the County shall conduct a more intensive review of ALRRF's compliance with this permit and based solely on that permit compliance review shall specifically review whether the operator should be allowed to continue operation of the ALRRF and fill the remaining fifty percent (50%) of the total approved capacity of ALRRF. In addition to the requirements for Five Year Reviews set forth in Condition No. 92 above, during the Mid-Capacity Review, the Board of Supervisors shall determine whether ALRRF may continue operations after fifty percent (50%) of ALRRF's total approved capacity has been filled based solely upon its determination that the following conditions have been met:
- (a) the operator has requested continued operation of ALRRF;
  - (b) ALRRF is in compliance with all the conditions of this permit; and
  - (c) there is a demonstrated need for continued operation of the ALRRF based upon consideration of the availability of other technologies or programs for source reduction, reuse or recycling, existing or projected contracts or franchise agreements for disposal of solid waste at the ALRRF, and the existence of a market for solid waste disposal in the area, provided that this Mid-Capacity Compliance Review may not base any need finding upon the availability of space at any other solid waste landfills that do or could compete with the ALRRF.



Prior to any determination by the Board regarding the conditions described above, the Board shall hear and consider the recommendations made by the Planning Commission regarding appropriate findings for the conditions. The County shall hold at least one Review Hearing in connection with the Mid-Capacity Review and the necessary findings in Livermore.

At the same time that the Planning Commission and the Board consider the determinations set forth above, but not as a condition to continued operation of the ALRRF, the Planning Commission and the Board shall also consider whether the County should take, or recommend to other agencies or parties, any further actions to encourage or establish other technologies or programs for source reduction, reuse, and recycling.

94. Insurance for Environmental Damage. The operator currently carries insurance related to environmental impairment, corrective action for landfill releases, and landfill closure and post-closure costs in the amounts described in the certificates attached hereto as Exhibit "3." The operator shall continue to maintain insurance at the same coverage, and at any higher coverage required by applicable law and regulation, during the operation of ALRRF and, as required by applicable law and regulation, during the closure and post-closure periods.
95. Liner Technology Requirements. At the time each new cell within ALRRF is built, the operator shall comply with the existing then current regulatory requirements for the best available liner technology.
96. Davis Street Organics for Compost. The operator shall make available, for purchase at a reasonable price and use as compost material, organic material that is received at the Davis Street Transfer Station operated by the operator.
97. Monthly Reporting Protocols
  - 97.1 Solid Waste Disposal. The operator shall prepare and deliver to the County and to the Community Monitor monthly reports specifying the quantity, point of origin and material types of all solid waste disposed at ALRRF, including, without limitation, sludge, inert wastes and special wastes.
  - 97.2 Alternate Daily Cover. The operator shall prepare and deliver to the County and to the Community Monitor monthly reports setting forth the materials received at ALRRF for use as alternative daily cover as allowed pursuant to State of California regulations governing such alternative daily cover, and such reports shall specify the type, source and quantity of the alternative daily cover materials received.
  - 97.3 Standardized Truck Counts. The operator shall implement a standard means of counting all truck trips to the landfill each day, including separate counts of transfer trucks and counts of trucks other than transfer trucks. These daily truck trip counts shall be compiled into monthly reports to be delivered to the County and to the Community Monitor.

98. Limiting Use of Highway 84. The operator shall limit the use of that portion of State Highway 84 between Interstate 680 and Interstate 580 so that trucks which haul solid waste or other material to the ALRRF and which are subject to the operator's routing control shall not use that portion of State Highway 84. This provision shall not apply to trucks collecting solid waste or other material from local areas served by this portion of Highway 84. It is acknowledged that the operator does not have routing control over self-haul trucks.
99. City of Livermore Traffic Impact Fee. The operator will pay the City of Livermore Traffic Impact Fee per Chapter 12.30 of the Livermore Municipal Code within 30 days after the newly developed expansion landfill area first receives waste for disposal. For the purposes of computing this fee, (a) every large truck will count as the equivalent of three vehicles, (b) the project will be assumed to generate 50 additional truck trips during the peak hour, and (c) the payment will be based upon the per trip fee in effect at the time the payment is made. The operator shall not be required to pay more than once for any roadway improvement within the City of Livermore. Accordingly, the operator will be given a credit or refund for any portion of the City of Livermore Traffic Impact Fee for which the City of Livermore receives payment or in kind services for roadway improvements within the City, which are paid by the operator directly or through other fees imposed by this permit (including the Alameda County Cumulative Traffic Mitigation Fee or the Alameda County Public Works Traffic Impact Fee or pursuant to any other condition of this permit).
100. Distribution of Litter Control Literature. On an ongoing basis, ALRRF shall distribute informational flyers regarding litter control to customers as a reminder of the ALRRF's obligation to the environment and community. ALRRF shall also fund litter control on an additional portion of Interstate 580 in the vicinity of the landfill through the "Adopt a Highway" Program.
101. RWQCB Concurrence Regarding Bethany Reservoir. The operator shall request that the RWQCB's review of the landfill expansion include that Board's concurrence that ALRRF is designed to ensure that there is no drainage of landfill leachate to the Bethany Reservoir.
102. County Fees.
- 102.1 The operator shall pay the following fees on all solid waste deposited at the ALRRF to the Planning Department to help cover the Department's costs in administering its Waste Management Program:
- 102.1.1. \$.0075 per ton to pay for that proportion of the Planning Department's Waste Management Program attributable to the project. Collection of this existing fee shall continue except as provided below. In approximately one year from the effective date of this permit, the Planning Department will decide whether this fee should continue to be collected considering whether the same fee has been retroactively applied to the Vasco Road Sanitary Landfill

through its Conditional Use Permit. No public hearing will be required for this decision.

- 102.1.2. \$0.01 per ton to pay that proportion of the Planning Department's Transportation Planning & Management Program attributable to the project. Payment shall begin concurrently with Planning Department action on the Conditional Use Permit for the Vasco Road Sanitary Landfill.

The fees required by Conditions 102.1.1 and 102.1.2 shall be paid into a designated account on either a monthly or quarterly basis. The tonnage on which these fees are based shall be the total tonnage of solid waste deposited at the ALRRF during the previous quarter. The amount of surcharge shall be adjusted annually to account for inflation, in a proportion equal to the Manufacturing Index Value in the Engineering News Record.

- 102.2 The operator shall pay twenty-five cents (\$0.25) per ton as a host community fee for all solid waste disposed at the ALRRF during current operations and the expansion authorized by this permit. This fee shall be collected on every ton of waste disposed at the ALRRF throughout the life of the landfill facility. Beginning in January 2001, and each January thereafter, this fee shall be adjusted to reflect the change in the Consumer Price Index (CPI) for the most recent 12 month period for all urban consumer items in San Francisco, Oakland and San Jose as published by the U.S. Department of Labor Bureau of Labor Statistics.
- 102.3 The operator shall pay an additional one dollar (\$1.00) per ton as an additional host community fee for all solid waste disposed at the ALRRF during current operations and the expansion authorized by this permit. This fee shall be collected on every ton of waste disposed at the ALRRF beginning immediately and continuing throughout the life of the landfill facility. Beginning in January 2001, and each January thereafter, this fee shall be adjusted to reflect the change in the Consumer Price Index (CPI) for the most recent 12 month period for all urban consumer items in San Francisco, Oakland and San Jose as published by the U.S. Department of Labor Bureau of Labor Statistics. For the adjustment in January 2001, the fee shall be adjusted to reflect the change in the aforementioned CPI dating back to the effective date of this permit.
- 102.4 With respect to non-franchise waste disposed at the ALRRF, the fees imposed pursuant to Conditions No. 102.2 and 102.3 shall be collected by the operator at the time of waste disposal. The fees payable for non-franchise waste deposited during each calendar quarter shall be paid to the County within 30 days following the close of each calendar quarter. With respect to franchise solid waste disposed at the ALRRF:
- (a) the fees imposed pursuant to Condition No. 102.2 shall be collected by the operator at the same time that regular franchise disposal fees are paid for the solid waste disposed at the ALRRF, and the fees payable for waste

deposited during each calendar quarter shall be paid to the County within 30 days following the close of each calendar quarter, regardless whether the fees imposed in Condition No. 102.2 have been collected by the operator; and

- (b) the fees imposed pursuant to Condition No. 102.3 shall be collected by the operator and payable at the time and only to the extent that these fees are included in the franchise rate base for solid waste. As the fees imposed pursuant to Condition No. 102.3 are included in the franchise rate base for solid waste, such fees shall be collected by the operator at the same time that regular franchise disposal fees are paid for the solid waste disposed at the ALRRF, and the fees payable for waste deposited during each calendar quarter shall be paid to the County within 30 days following the close of each calendar quarter regardless of whether the fees imposed in Condition No. 102.3 have been collected by the operator (but provided such fees are only payable when and to the extent the operator and the party paying the fee have agreed that the fees are included in the franchise rate base).

The operator shall take all actions necessary to ensure that these fees are included in the franchise rate base for each franchisor or each jurisdiction which disposes of franchise solid waste at the ALRRF at the earliest possible date allowable under each franchise agreement or other agreement providing for disposal of franchise solid waste at the ALRRF. If any franchisor or other party to such an agreement fails to take diligent steps to include these fees in the franchise rate base, the operator, at its expense, shall initiate and diligently pursue litigation no later than twelve (12) months following the effective date of this permit to enforce payment of the fees, including recovery of all unpaid fees retroactive to the effective date of this permit; the County shall join as a co-plaintiff in any such action. The operator shall report to the Board of Supervisors and to the County Counsel regarding collection and payment of these fees bimonthly for twelve (12) months following the effective date of this permit, and annually thereafter. The operator shall not enter into any new or amended franchise agreement or other agreement providing for disposal of franchise solid waste at the ALRRF, or extend an existing agreement, if the new or amended agreement or extension omits the fees set forth in Conditions No. 102.2 and 102.3. In the event that these fees are judicially determined in whole or in part to be unenforceable against a franchisor, the operator shall cooperate with the County in any modification of these fees necessary to make them enforceable.

- 102.5 The fees imposed by Conditions No 102.2 and 102.3 shall be distributed as provided in the Settlement Agreement Between and Among 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.

- 102.6 Following each calendar quarter, the operator shall submit to the County a report specifying the amount of fees paid during such calendar quarter by the operator, including the fees specified in Conditions No. 102.2 and 102.3.
103. Expiration of this Conditional Use Permit shall coincide with facility closure and thirty-year postclosure maintenance and monitoring requirements as established under CCR Title 23 (Subtitle D) or other successor regulations.
104. Pursuant to Section 17.52.050 of the Alameda County Zoning Ordinance this Conditional Use Permit shall be implemented according to the schedule described in the project's description. If the project is not substantially implemented within a term of three (3) years following the aforementioned schedule, it shall be of no force or effect.
105. This Conditional Use Permit shall remain revocable for cause in accordance with Section 17.54.030 of the Alameda County Zoning Ordinance.

EXHIBIT 1

[LANDFILL EXPANSION PLAN-PART OF PRIOR CUP REQUIREMENTS]

33-B

Final Altamont Settlement - Exhibit B

## EXHIBIT 2

### SAN FRANCISCO RECYCLING RATE REQUIREMENT (from Alameda County Waste Management Authority, Resolution No. 78)

Policy E-4 of the Plan requires that: "Import or export of solid wastes beyond that shown in the facilities plan will require an amendment to the facilities plan. County solid waste requirements for imported solid waste should be at least equal to that required of entities in Alameda County." San Francisco shall continue to ensure that the extent of materials recovery and recycling will be in accord with Policy E-4 as it may be amended from time to time.

EXHIBIT 3  
CERTIFICATES

35-B

Final Altamont Settlement - Exhibit B  
259769.1



NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT  
7 Burlington Square, 6th Floor  
Burlington, VT 05401

Certified True & Correct Copy

edp 4/1/98

ENDORSEMENT

ENDORSEMENT #:

10

NAME OF INSURED:

Altamont Recycling and Disposal Facility,  
A Division of Waste Management of Alameda County, Inc.

ADDRESS OF INSURED:

10840 Altamont Pass Road  
Livermore, California 94550

POLICY NO.:

CPCS93-0004

DATE OF ENDORSEMENT:

04/01/98

Effective 03/31/98, it is hereby understood and agreed that this policy's Closure Coverage amount is increased from \$12,471,293.00 to \$12,783,075.00. Also, this policy's Post-Closure Coverage amount is increased from \$22,651,067.00 to \$23,217,344.00.

Additionally, this policy is extended from 03/31/98 to 03/31/99.

The premium amount charged for this renewal period is \$144,001.68. The premium tax amount charged on this premium is \$0.00.

All other terms and conditions remain unchanged.

Susan D. Prout  
Authorized Representative

4/1/98  
Date

## CERTIFICATE OF INSURANCE-CLOSURE/POSTCLOSURE MAINTENANCE

If additional space is needed, add attachment.

Insurer Name <b>NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT</b>	Address <b>7 Burlington Square, 6th Floor, P.O. Box 530, Burlington Vermont 05402-0530</b>	License Number <b>00160</b>
Insured Name <b>ALTAMONT RECYCLING AND DISPOSAL FACILITY, A DIVISION OF WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.</b>	Address <b>10840 Altamont Pass Road Livermore, CA 94550</b>	

Solid Waste Disposal Facilities Covered: (Enter closure and postclosure amounts separately. All amounts must total face amount.)

Name	Address	Solid Waste Disposal Facility Identification Number	Closure Insurance Amount	Postclosure Insurance Amount
ALTAMONT SANITARY LANDFILL	10840 Altamont Pass Rd. Livermore, CA 94550	01-AA-0009	12,783,075.	23,217,344.
cy Number:  CPCS93-0004		Effective Date  March 31, 1993	Face Amount  \$36,000,419.00	

## INSURER CERTIFICATION

The insurer hereby certifies that it has issued to the insured the policy of insurance identified above to provide financial assurance for Closure ☐ Closure and Postclosure Maintenance ☒ Postclosure Maintenance ☐ for the facility(ies) identified above. The policy provides that monies identified in the face amount above will be available, as applicable, for the facility(ies) when needed. The term face amount means the total amount the insurer is obligated to pay under the policy. Actual payments by the insurer will not change the face amount, although the insurer's future liability will be lowered by the amount of the payments. The insurer further warrants that such policy conforms in all respects with the requirements of Title 40, Code of Federal Regulations, Subpart G, Division 30 of the Public Resources Code, the regulations of the California Department of Insurance and under the terms and conditions described in Division 1 of the California Insurance Code for the facility(ies) identified above, as applicable and as such regulations were constituted on the date shown below. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The insurer further certifies that reimbursements for expenditures will be granted only if the remaining value of the policy is sufficient to cover the remaining approved applicable costs, and if the expenditures have been reviewed and approved in writing by the California Integrated Waste Management Board (CIWMB) or its designee.

This insurance coverage allows assignment of the policy to a successor owner or operator. Such assignment may be conditional upon consent of the insurer, provided that such consent is not unreasonably refused.

The insurer further certifies that it will not cancel, terminate, or fail to renew this policy except for failure to pay the premium, and that the automatic renewal of the policy provides the insured with the option of renewal at the face amount of the expiring policy.

June 7, 1996

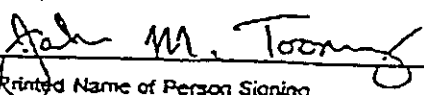
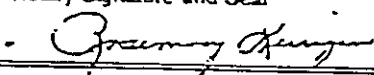
Page 1 of 2

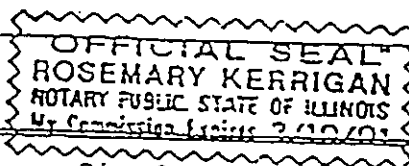
If there is a failure to pay the premium and the insurer elects to cancel, terminate or not renew the policy, the insurer will send notice by either registered or certified mail to the operator and the CIWMB. Cancellation, termination, or failure to renew may not occur, however, during the one hundred twenty (120) days beginning with the date of receipt of the notice by the operator and the CIWMB, as evidenced by the return receipts. Cancellation, termination, or failure to renew will not occur and the policy will remain in full force and effect in the event that on or before the date of expiration:

- (1) The CIWMB or local enforcement agency deems the facility abandoned; or
- (2) The permit is terminated or revoked or a new permit is denied by the CIWMB or local enforcement agency; or
- (3) Closure is ordered by the CIWMB, or any other State or federal agency, or a court of competent jurisdiction; or
- (4) The operator is named as a debtor in a voluntary or involuntary proceeding under Title 11 (Bankruptcy) U.S. Code; or
- (5) All delinquent premium payments have been brought current.

If this policy is used in combination with another mechanism, this policy shall be considered (check one) primary ☒ or excess ☐ coverage. Whenever requested by the California Integrated Waste Management Board of the State of California, the insurer agrees to furnish to the CIWMB a certified copy of the original policy listed above, including all endorsements thereon.

The party below certifies and signs under penalty of perjury that the information in this document is true and correct to the best of his or her knowledge, and satisfies the requirements of Public Resources Code, section 43600 et seq.

Authorized Signature of Insurer 		Title President
Typed or Printed Name of Person Signing John M. Toomey		Date March 31, 1998
Address and Telephone Number of Authorized Signatory 3003 Butterfield Road Oak Brook, IL 60523-1100 (630) 572-1141		
Notary Signature and Seal 		Date: 03/31/98



Privacy Statement

The Information Practices Act (California Civil Code Section 1798.17) and the Federal Privacy Act (5 U.S.C. 552a(e)(3)) require that this notice be provided when collecting personal information from individuals.

AGENCY REQUESTING INFORMATION: California Integrated Waste Management Board.

UNIT RESPONSIBLE FOR MAINTENANCE OF FORM: Financial Assurances Section, California Integrated Waste Management Board, 8800 Cal Center Drive, Sacramento, CA 95826. Contact the Manager, Financial Assurances Section, at (916) 255-2200.

AUTHORITY: Public Resources Code, section 43600 et seq.

PURPOSE: The information provided will be used to verify adequate financial assurance of solid waste disposal facilities listed.

REQUIREMENT: Completion of this form is mandatory. The consequence of not completing this form is denial or revocation of a permit to operate a solid waste disposal facility.

OTHER INFORMATION: After review of this document, you may be requested to provide additional information regarding the acceptability of this mechanism.

ACCESS: Information provided in this form may be provided to the U.S. Environmental Protection Agency, State Attorney General, Air Resources Board, California Department of Toxic Substances Control, Energy Resources Conservation and Development Commission, Water Resources Control Board, and California Regional Water Quality Control Boards. For more information or access to your records, contact the California Integrated Waste Management Board, 8800 Cal Center Drive, Sacramento, CA 95826, (916) 255-2200.





June 7, 1996

Page 2 of 2

COUNTY OF ALAMEDA  
EAST COUNTY AREA PLAN

# City Limits & Spheres of Influence

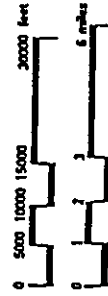
## LEGEND

-  City of Dublin Sphere of Influence (SOI)
-  City of Pleasanton SOI
-  City of Livermore SOI
-  Incorporated Cities

NOTES: City limits are accurate as of February 1994.

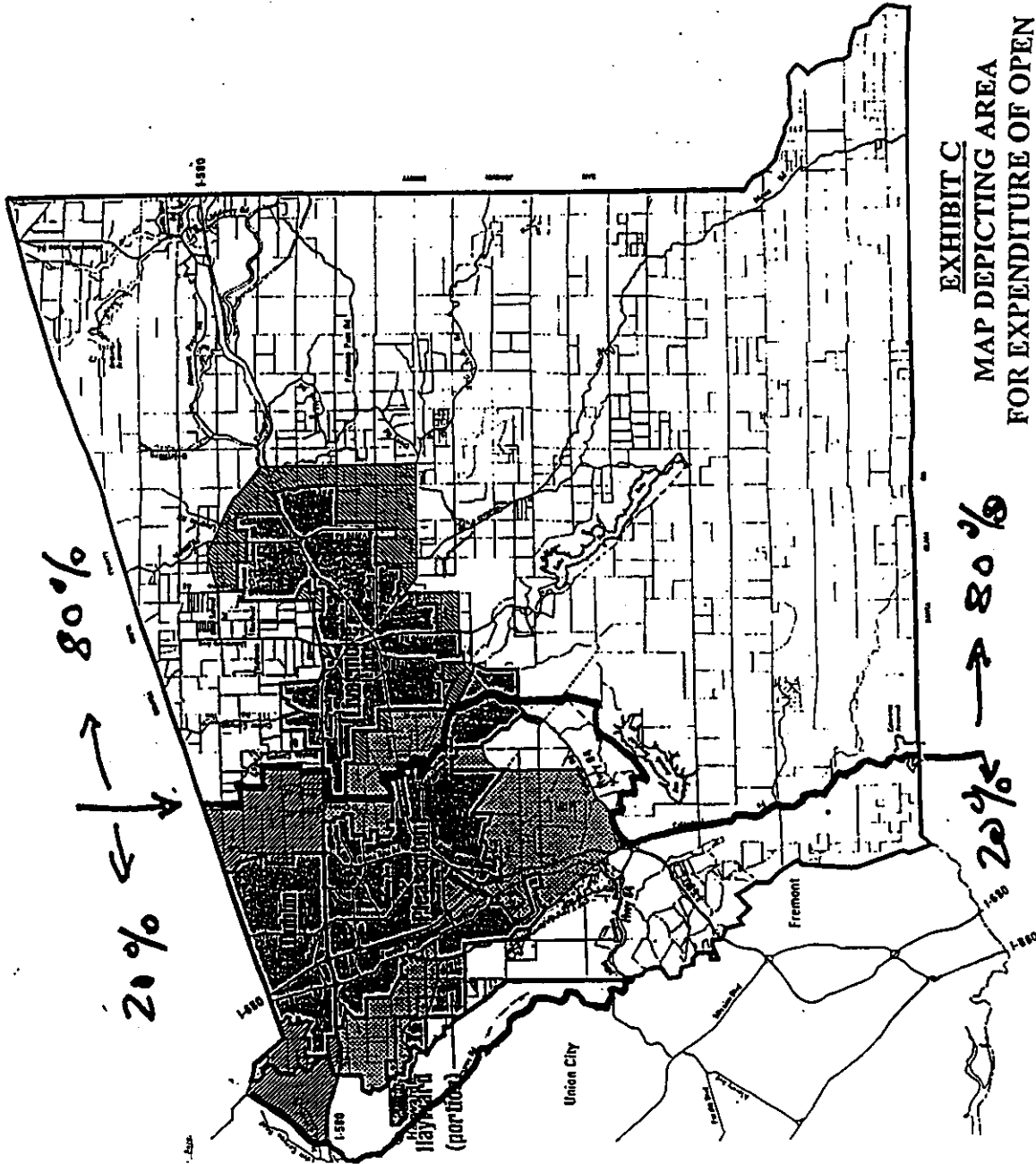
This figure does not distinguish between the city limits or spheres of influence of Dublin, Hayward, Livermore, or Pleasanton and does not show the City of Fremont's sphere of influence which extends slightly into the East County planning area.

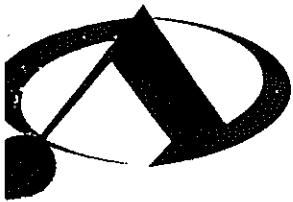
SOURCE: Alameda County Planning Department



## EXHIBIT C

### MAP DEPICTING AREA FOR EXPENDITURE OF OPEN SPACE ACCOUNT





## ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

## NOTICE OF DETERMINATION

1 Martinelli  
Agency Director

224  
Anton Avenue  
Room 110

Hayward  
California  
94544-1215

phone  
510.670.5333  
fax  
510.670.6374

www.  
alameda.ca.us/cda

DATE: March 9, 2000

TO: X Office of Planning and Research (OPR)  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

X Alameda County Clerk - Recorder  
1106 Madison Street  
Oakland, CA 94608

SUBJECT: Filing of a Notice of Determination (per Public Resources Code sec. 21152 & California Code of Regulations sec. 15094)

PROJECT TITLE: Conditional Use Permit C-5512, Altamont Landfill and Resource Recovery Facility, Class II Expansion

LOCATION: 10840 Altamont Pass Road, north side, approximately 1.25 east of the intersection with Dyer Road, in the unincorporated Altamont Hills area of Alameda County.

DESCRIPTION: Expansion of an existing sanitary landfill and resource recovery facility to include an additional 250 acres of land, with capacity for up to 40 million tons of in-place refuse over the next 19 to 28 years.

NOTIFICATION: This Notice of Determination is to advise the public that the Alameda County Board of Supervisors, acting as the Lead Agency, approved the above project at its regular hearing on Thursday, March 9, 2000.

The Board of Supervisors has determined that the project as approved will have a significant effect on the environment. The Board of Supervisors also 1) certified the Final EIR, 2) adopted findings, 3) adopted mitigation measures as conditions of approval, and 4) adopted a Statement of Overriding Considerations.

The Final EIR and record of proceedings is available for public review at the Alameda County Planning Department, 399 Elmhurst Street, Room 136, Hayward, CA. The contact person is Ron Gee, Senior Planner. His telephone number is 670-5400.

Signature: *Alfred Martinelli*

Title: Director of Community Development

Date: 3/9/00

# ALAMEDA COUNTY BOARD OF SUPERVISORS

## \*\* MINUTE ORDER \*\*

*The following is action taken by the Board of Supervisors on March 9, 2000*

Approved as Recommended ☐ Other ☒

Approved the following revised conditions: Transfer trucks traveling to and from the Altamont Landfill and Resource Recovery Facility shall be restricted to the state or inter-state freeway systems. Exceptions to this are allowed:

1. Where there is an emergency regarding individual transfer vehicles;
2. At the direction of a safety officer or a Cal-Trans mandated detour; or
3. For direct access on local streets to a transfer station (Eg. Davis Street) or to the landfill itself

Unanimous ☒ Carson ☒ Haggerty ☐ King ☐ Steele ☐ Chan ☐ - 4

Vote Key: A=Yes; N=No; AB=Abstain; X=Excused

Documents accompanying this matter:

☒ Resolution(s) R-2000-414

File No. 14448  
Lib No. 306 A & B  
Item No. 5

Copies sent to: CDA

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:  
LESLIE BURNS, Assistant Clerk  
Board of Supervisors

By: \_\_\_\_\_

*Lita Tashet*  
Deputy

## ATTACHMENT D

### CONDITIONAL USE PERMIT, C-5512 ALTAMONT LANDFILL AND RESOURCE RECOVERY FACILITY CLASS II EXPANSION PROJECT

WHEREAS WASTE MANAGEMENT OF ALAMEDA COUNTY, INC. (WMAC, formerly known as Oakland Scavenger Company) has filed for CONDITIONAL USE PERMIT, C-5512, to allow Class II expansion of the Altamont Landfill and Resource Recovery Facility (ALRRF) including: 1) development of a 760 acre Class II landfill adjacent to the existing landfill site (Fill Area 1) that could accept up to 164 million tons of waste, the equivalent to 240 million cubic yards of net refuse in-place, with an estimated site life of 46 years after Fill Area 1 capacity is depleted; 2) to allow acceptance of municipal solid waste and Class II designated wastes at the landfill; 3) expansion of the ALRRF service area to provide for additional, out-of-county waste import; and, 4) average permitted daily tonnage received at the ALRRF of 11,150 tons; located in an "A" (Agricultural) District, at 10840 Altamont Pass Road, north side, approximately 1.25 miles east of the intersection with Dyer Road, Unincorporated Altamont Hills Area, designated Assessor's Parcel Numbers: 99B-6062-5, 99B-6225-1, 99B-6250-1, 99B-6275-1-1, and 99B-6275-1-4; and

WHEREAS a Draft Environmental Impact Report (DEIR) for the project was prepared and circulated for public review and comment on September 29, 1995 in accordance with the provisions of the California Environmental Quality Act (CEQA); an Appendix (Volume II, Appendices) was incorporated as part of the Draft EIR; a Response to Comments Addendum comprising responses to comments received on the DEIR was prepared and sent on March 29, 1996, to all parties who commented on the DEIR; and the responses to comments submitted by responsible agencies was made available by mail on March 29, 1996; and

WHEREAS said DEIR, Appendices and Addendum, which comprised a Final Environmental Impact Report for the project, identified potential environmental impacts and mitigation measures to reduce those impacts to a less than significant level, which were incorporated into the project, except for those impacts which were unavoidable and for which overriding considerations were identified; and

WHEREAS a Pre-Hearing Analysis was submitted to the Zoning Administrator recommending the application be conditionally approved; and

WHEREAS the project applicant, community representatives, and other individuals appeared at public hearings to offer testimony in support of the application; and

WHEREAS other community group representatives and individuals appeared at public hearings to offer testimony in opposition to the application; and

WHEREAS the Zoning Administrator certified the Final Environmental Impact Report prepared for the project and conditionally approved the project on the 10th day of May, 1996; and

**WHEREAS** that action was appealed to the Board of Supervisors by Donna Cabanne, Sierra Club, Northern California Recycling Association and Waste Management of Alameda County, Inc. within ten days of the Zoning Administrator's action; and

**WHEREAS** Waste Management of Alameda County, Inc. withdrew its appeal prior to the Board of Supervisors' appeal hearing; and

**WHEREAS** the Board of Supervisors did hold public hearings on said application at the hour of 9:00 a.m. on the 6th day of June, 1996, the 11th day of July, 1996; at the hour of 6:30 p.m. on the 14th day of August (at the Triad Systems Corporation Cafeteria, 3055 Triad Drive, Livermore, CA 94550), at the hour of 9:00 a.m. on the 12th day of September, 3rd day of October, and 7th day of November, at the hour of 10:00 a.m. on the 5th day of December, 1996 and on the 9th day of March, 2000, in the Alameda County Administration Building, Board of Supervisors Chambers, 1221 Oak Street, Fifth Floor, in Oakland, California; and

**WHEREAS** the Board of Supervisors did hear and consider all said reports, recommendations and public testimony as hereinabove set forth; and

**WHEREAS** the Board of Supervisors conditionally approved the project with modifications on December 5, 1996, according to Resolution R-97-284; and

**WHEREAS** the action of the Board of Supervisors was challenged in three lawsuits brought by the Sierra Club, Northern California Recycling Association, the Measure D Committee, Altamont Landowners Against Rural Mismanagement (ALARM), Castle & Cooke, the City of Livermore, and the City of Pleasanton (Petitioners) against the County of Alameda, as respondent, and Waste Management of Alameda County, Inc. (WMAC), as real party in interest, in Superior Court, which suits were consolidated and heard on June 2, 1998, by Judge Alex Saldamando, sitting as a judge of the Alameda County Superior Court by designation of the Judicial Council; and

**WHEREAS** on September 1, 1998 the Court ordered that the County vacate, set aside, or revoke its approval and cure certain aspects of the certified EIR prior to allowing any implementation of the CUP; and

**WHEREAS** WMAC did timely file a notice of appeal with the Court; and

**WHEREAS** the County, on October 1, 1998, filed a Return to Alternative Writ of Mandate indicating that the Board of Supervisors had suspended and set aside its action certifying the EIR for CUP 5512; and

**WHEREAS** the County and WMAC did enter into extensive settlement negotiations with the Petitioners, and have entered into a settlement with a majority of the parties effective on December 5, 1999; and



WHEREAS the settlement provides that, if the County approves a CUP in substantial conformance with the terms of the settlement following completion of environmental review as necessary to comply with CEQA and to address the trial court's decision in the consolidated lawsuits, that a settlement of judgement will be entered with the Court and the suits will be dismissed; and

WHEREAS the County issued a Revised Final EIR on January 28, 2000 and gave public notice of this fact as required by law; and

WHEREAS the Board of Supervisors did hold a public hearing on said matter at the hour of 10:00 a.m on the ninth day of March, 2000, in the Board Chambers, 1221 Oak Street, Fifth Floor, in Oakland, California, and gave notice of this fact as required by law; and

WHEREAS CEQA and State and County Guidelines adopted pursuant thereto require the Board of Supervisors to make findings where the Environmental Impact Report identifies one or more significant effects which would or would likely result from approval of this project; and

WHEREAS the Board of Supervisors has determined based on:

- A. the Conditional Use Permit Application (proposed project design and operations description), as presented by the applicant and dated June 1992 and amended in the Final EIR;
- B. the Final Environmental Impact Report (FEIR) for the project, consisting of (a) the Draft Environmental Impact Report (SCH# 92083047), dated September 29, 1995; (b) Volume II, Appendices to the Draft EIR, dated September 29, 1995 (c) Response to Comments Addendum to Draft Environmental Impact Report, dated March 29, 1996; and (d) Revised Final EIR, dated January 2000;
- C. the draft Conditions of Approval for this Conditional Use Permit, C-5512, dated March 6, 2000; and
- D. the County's files and administrative record relating to this project application;

that most of the potential significant impacts of the project will be mitigated to a less than significant level; that certain of the potential significant impacts and cumulative impacts to which the project will contribute, although unavoidable, are justified due to overriding considerations described elsewhere; and the statements of environmental effects, findings, and facts relied upon by the Board of Supervisors are as discussed in the Final EIR for the project; and

WHEREAS the FEIR determined that various potential impacts were less than significant in the first instance, such that mitigation measures are not required pursuant to CEQA; and

WHEREAS the Board of Supervisors has determined that there are several impacts identified in the FEIR that were determined to be less than significant and not subject to mitigation requirements; nevertheless, various actions which were suggested in the Environmental Impact Report are incorporated as conditions of approval to further reduce or eliminate some of these impacts; and

WHEREAS most of the potential significant impacts and significant cumulative impacts of the project can be mitigated to less-than-significant levels, and the findings adopted by the Board of Supervisors regarding those impacts and mitigation measures remain as they were adopted on December 5, 1996, except as follows:

- A. Mitigation Measure F-1 regarding impacts to wetlands is amended to include provisions of the Settlement Agreement, noted on pages 4-9 and 4-10 of the Revised Final EIR, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and
- B. Mitigation Measure F-2 regarding impacts to alkali sink areas is amended to include provisions of the Settlement Agreement, noted on page 4-10 of the Revised Final EIR, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and
- C. Mitigation Measure F-4 regarding impacts to the San Joaquin kit fox is amended to include provisions of the Settlement Agreement, noted on pages 4-11, 4-12 and 4-13 of the Revised Final EIR, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and
- D. Mitigation Measures F-5, F-6, F-7, F-8, F-9, F-10, F-11, F-12, F-13 regarding other species and habitats are amended to incorporate the provisions of Mitigation Measure F-4, pursuant to the Settlement Agreement, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and
- E. Mitigation Measure F-14 regarding cumulative biologic resource impacts is amended to include reference to Measures F-1 through 4 described in the Revised Final EIR, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and
- F. Mitigation Measure I-2i is added to address contaminated soils, as stipulated in the Settlement Agreement and described on page 4-21 of the Revised Final EIR, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and
- G. Mitigation Measure I-2j is added to address acceptance of hazardous materials, as stipulated in the Settlement Agreement and described on page 4-21 of the Revised Final EIR, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and

- H. Mitigation Measure J-3 regarding traffic impacts is amended, as noted on page 4-31 of the Revised Final EIR, to clarify the impacts of the Mitigated Project Alternative and to ensure that impacts would remain less than significant with the Modified Project Alternative; and

WHEREAS the findings regarding alternatives remain as they were adopted by the Board of Supervisors on December 5, 1996, except as follows:

- A. The Reduced Project Alternative is no longer adopted, although it is feasible and consistent with the objectives as set forth in the EIR, and meets the State and County landfill capacity goals; and
- B. The Mitigated Project Alternative is adopted as the feasible and environmentally superior alternative because the process of negotiation that has led to the Settlement Agreement has demonstrated that the Mitigated Project Alternative described and analyzed in the Revised Final EIR is environmentally superior to the Reduced Project Alternative and achieves the project objectives, as indicated by the applicant's willingness to implement it; and

WHEREAS the Board of Supervisors has identified a Statement of Overriding Considerations regarding the significant unavoidable environmental impacts of this project, and the anticipated environmental, economic, social, and other benefits of the project which justify approval of this project notwithstanding such environmental impacts, remain as they were adopted on December 5, 1996, except as follows:

- A. Unmet fiscal needs in the County vary from year to year and may continue to go unmet or may be accommodated by other means and therefore the project's ability to assist in making up for a lack of sufficient County tax revenue is not an overriding consideration because the project will not substantially increase in activity levels over existing conditions; and

WHEREAS CEQA requires lead agencies to recirculate EIRs for a second round of public review and comment when significant new information is added to the Final EIR after the Draft EIR is circulated for review and comment. The CEQA Guidelines specify that recirculation is required when: 1) a new significant impact would result from the project or a mitigation measure; 2) a substantially more severe impact would result and that impact is not mitigated to insignificance; 3) a new, considerably different alternative or mitigation measure would clearly lessen project impacts but the project's proponents decline to adopt it; or 4) the Draft EIR was fundamentally and basically inadequate and conclusory so that meaningful public review and comment was precluded; and

- A. The Board of Supervisors finds that the FEIR does not include significant new information requiring recirculation. There is no new information added to the Revised Final EIR that shows that a new significant environmental impact would result from the project or from a new mitigation measure. There is no new information added to the Revised Final EIR that shows a substantial, unmitigated increase in the severity of an environmental impact. There is no new information to the Revised Final EIR that shows that a feasible project alternative or mitigation measure would clearly lessen the project's environmental impacts but the project's proponents decline to adopt it. There is no new information added to the Revised Final EIR that shows that the Draft EIR was so fundamentally and basically inadequate that meaningful public review and comment were precluded.
- B. This determination is based on the FEIR and the entire record before the Board of Supervisors, including the following facts:
1. The Revised Final EIR proposes a new impact-reducing Mitigated Project Alternative. The Mitigated Project Alternative has been agreed to and adopted by the applicant, and is being adopted and approved by the Board of Supervisors pursuant to this resolution. The CEQA Guidelines expressly provide that recirculation is not required under these circumstances; and
  2. The information included in the Revised Final EIR consists of evaluations regarding the same physical, environmental impacts evaluated in the Draft EIR, and no new impacts are identified in the Revised Final EIR;
  3. The Mitigated Project Alternative results in the same types of impacts analyzed in the Draft EIR (traffic, visual quality, biological, etc.). However, the Mitigated Project Alternative further reduces significant impacts of the project as proposed and as originally approved.

WHEREAS for this permit many of the mitigation measures cited in the Final EIR and Revised Final EIR have been condensed, simplified, and/or combined with measures adopted previously for prior ALRRF Conditional Use Permits solely for the purposes of clarity and reducing redundancy; and

WHEREAS a Mitigation Monitoring Program will be prepared in accordance with California Public Resources Code, California Environmental Quality Act, Section 21081.6, prior to project implementation, to incorporate all measures recommended by the FEIR, the Settlement Agreement, and other monitoring requirements of the landfill; and

**WHEREAS** the Board of Supervisors finds that this approval, by reducing landfill expansion capacity below the Reduced Project Alternative and Design Alternative identified in the March 29, 1996 Final EIR, achieves most of the objectives of the project and further reduces environmental impacts of the expansion project and is deemed superior and feasible because the applicant has agreed to implement it as part of the Settlement Agreement; and

**WHEREAS** the Board of Supervisors finds that this approval achieves a reasonable balance between achieving project goals and reducing environmental impacts;

**NOW, THEREFORE**

**BE IT RESOLVED** that the Board of Supervisors does hereby certify:

- A. that the FEIR for Waste Management of Alameda County, Inc., ALRRF Class II Expansion Project, has been completed in accordance with CEQA; and
- B. that the FEIR for the project was presented to the Board of Supervisors, and that the Board reviewed and considered the information contained in the FEIR prior to taking action on the project; and
- C. that the Board of Supervisors finds that the FEIR was independently reviewed and analyzed by the lead agency, the documents circulated in connection therewith reflect the independent judgment of the lead agency, and the FEIR reflects the independent judgment of the lead agency; and

**BE IT FURTHER RESOLVED** the Board of Supervisors finds:

- A. The Mitigated Project Alternative (MPA) as described in the Revised Final EIR dated January, 2000 is the environmentally superior project because it further reduces environmental impacts of the project, including but not limited to impacts regarding habitat loss, historic resources, visual resources, open space, agriculture, recreation, traffic, noise, air quality, and hazardous materials; and
- B. The MPA is feasible because the applicant has agreed to implement it; and
- C. Impacts that could have resulted from the import of waste from outside of the service areas established in this Conditional Use Permit (CUP) are no longer at issue because waste import has been restricted as part of the CUP; and

- D. Impacts that could have resulted from waste haul truck traffic along State Route 84 between Sunol and Livermore is no longer at issue because waste haul trucks other than local collection trucks are prohibited as part of the CUP; and
- E. Impacts that could have resulted from the expansion over 750 acres and allowing total waste disposal of 160 million tons is no longer at issue because the project has been revised to limit the expansion area to 250 acres allowing a maximum of 40 million tons of waste to be deposited at the landfill; and
- F. Impacts that could have resulted from peak-hour truck trips are no longer at issue because the total number of peak-hour truck trips has been limited to ten (10) as part of the revised CUP; and
- G. Impacts to the host community have been reduced by providing compensating revenue for the purpose of a performing arts center and other measures to improve the image of the City of Livermore; and

**BE IT FURTHER RESOLVED**, the Board of Supervisors adopts as findings the statements regarding the less than significant impacts of the project, the potentially significant impacts of the project, the unavoidable impacts of the project, and the alternatives to the project;

**BE IT FURTHER RESOLVED**, the Board of Supervisors finds that despite the potential for significant impacts that cannot be avoided or that cannot be mitigated to acceptable, there are overriding considerations in the form of economic and social benefits from this project that outweigh the remaining unavoidable impacts; and

**BE IT FURTHER RESOLVED**, that the Board of Supervisors does hereby certify and adopt the FEIR for the ALRRF Class II Expansion Project (consisting of the Draft EIR, Appendices, Responses to Comments, and Revised Final EIR) and those conditions of approval based on the mitigation measures recommended in the EIR and required by the Settlement Agreement; and

**BE IT FURTHER RESOLVED**, that the documents and other materials that constitute the record of proceedings on which the Board of Supervisors' decision is based are located at, and shall remain within the custody of, the Alameda County Planning Department, 399 Elmhurst Street, in Hayward, California; and

**BE IT FURTHER RESOLVED**, that the Board of Supervisors finds that recirculation of the Revised Final EIR is not required for the reasons cited above; and

**BE IT FURTHER RESOLVED**, that the Board of Supervisors has considered all comments regarding the Revised Final EIR and response thereto as part of the staff report to the Board prior to this action; and

**BE IT FURTHER RESOLVED**, that the Board of Supervisors finds, with respect to the CUP application, that:

- A. The use is required by the public need since the ALRRF would provide an expanded regional facility for Alameda County and other nearby counties where municipal solid waste, commercial, industrial, construction and demolition wastes, designated wastes and Publicly Owned Treatment Works (POTW) sludge can be disposed, reducing vehicle miles traveled and associated traffic and air-quality impacts from the transport of designated wastes generated from out-of-county disposal sites.
- B. The use will be properly related to other land uses and transportation and service facilities in the vicinity as impact on traffic congestion, improvements, and maintenance of highways and roads in Alameda County are mitigated herein; all other public services and utilities are available; adequate monitoring and reporting of designated wastes to be deposited at the site will be accomplished.
- C. The use, if permitted, under all the circumstances and conditions of this particular case, will not materially affect adversely the health or safety of persons residing or working in the vicinity, or be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, in that operation of the expanded landfill area for receipt of Class II and Class III wastes at the ALRRF will not be allowed until all required permits are secured from applicable state and regional agencies such as the Regional Water Quality Control Board - Central Valley Region, the Bay Area Air Quality Management District and the Local Enforcement Agency.

As conditioned, operational procedures were amended to accommodate receipt of new waste materials; in addition, new landfill development and design standards were implemented as part of the ALRRF Class II Reclassification Project (C-6090). All applicable health and safety code requirements would be met. Under the conditions of approval, the increased rate of fill and designated waste types deposited at the landfill should not result in any adverse health or safety concerns, or be materially detrimental because all impacts therefrom would be mitigated to insignificant levels.

- D. The use will not be contrary to the specific intent clauses or performance standards established for the "A" (Agriculture) Zoning District and the East County Area Plan

of the Alameda County General Plan and the County Integrated Waste Management Plan, in that the expanded landfill use, as conditioned, would help to provide sufficient capacity to absorb the existing waste stream of Alameda County jurisdictions for at least fifty (50) years.

**BE IT FURTHER RESOLVED** that the Board of Supervisors does hereby conditionally approve Conditional Use Permit application C-5512 to allow Class II expansion of the Altamont Landfill and Resource Recovery Facility (ALRRF), including: 1) development of a Class II landfill adjacent to the existing landfill site (Fill Area 1) that could accept up to 40 million tons of waste in two phases; 2) to allow acceptance of municipal solid waste and Class II designated wastes at the landfill; 3) is subject to the 106 conditions of approval, which follow; and 4) mitigation monitoring and reporting as specified in Condition 84; and

**BE IT FURTHER RESOLVED** that, as presented in these Conditions of Approval, the condensation and simplification of mitigation measures identified in the FEIR shall not be construed so as to diminish or eliminate the responsibility of the operator for full mitigation of environmental impacts identified in the FEIR; but in the implementation of these Conditions of Approval, in the event that a question arises as to how the operator or County shall proceed in mitigation of impacts, the FEIR shall be consulted for guidance by the County in making a determination.



THE FOREGOING was PASSED and ADOPTED by the following vote of the Alameda County Board of Supervisors this 9th day of March, 2000, to wit:

AYES: Supervisors Haggerty, King, Steele & President Chan - 4

NOS: None

EXCUSED: Supervisor Carson - 1

  
\_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

Crystal K. Hishida, Clerk  
Board of Supervisors

By:   
\_\_\_\_\_  
Deputy

File: 14448  
Agenda No: 5  
Document No: R-2000-414



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:

LESLIE J. BURNS, Interim Asst. Clerk of the Board of Supervisors

By:   
\_\_\_\_\_  
Deputy

Page No. 11

**CONDITIONAL USE PERMIT C-5512**  
**CONDITIONS OF APPROVAL**

**Altamont Landfill and Resource Recovery Facility - Class II Expansion Project**

1. The operator shall construct the proposed landfill expansion in substantial conformance with the plan depicted in Exhibit 1, attached hereto and made a part of this permit by reference, proportionately modified for the reduced project approved herein. Specifically, the landfill expansion shall conform to the proposed footprint and elevations, and the biological mitigation area and proposed buffer zones shall be set aside as shown on this Exhibit 1.
2. The operator may make minor modifications to the footprint boundary and elevations to accommodate local requirements for geotechnical and hydrologic integrity, local biological requirements, or other valid reasons, provided the altered footprint does not exceed approximately 250 acres in extent. Nominally, an alteration in the landfill footprint locally affecting no more than 2.5 acres of land (1 percent of the expansion footprint) or alteration in the landfill construction resulting in a local maximum increase of ten (10) feet over final landfill elevation shall constitute a minor modification. For modifications greater than these values, the operator shall submit plans to the Planning Department for review and approval. If necessary, the Planning Department shall respond within ten (10) days, stating whether the proposed modification requires additional review and conditional use permit modification; otherwise, the operator may proceed with the modification.
3. The landfill expansion described in this permit, CUP C-5512, shall not be constructed until the following permits and/or plans are approved or modified as needed to accommodate said project:
  - (a) County Integrated Waste Management Plan (CIWMP) Conformance (Alameda County Waste Management Authority - ACWMA);
  - (b) Report of Disposal Site Information and Solid Waste Facilities Permit (Alameda County Health Care Services Agency, Department of Solid and Medical Waste Management, Local Enforcement Agency, or as designated by the California Integrated Waste Management Board - LEA/CIWMB);
  - (c) Waste Discharge Requirements and General Industrial Stormwater Permit (Regional Water Quality Control Board, Central Valley Region - RWQCB);
  - (d) Permit to Operate and Authority to Construct (Bay Area Air Quality Management District - BAAQMD).
  - (e) Section 404 Nationwide or Individual Permit (U.S. Army Corps of Engineers - COE)
  - (f) Permit of Incidental Take (U.S. Fish and Wildlife Service - FWS)
  - (g) Fish and Game Code 2081 Permit and Stream Bed Alteration Agreement (California Department of Fish and Game - DFG)

## LIMITATIONS ON ACCEPTANCE AND DISPOSAL OF WASTES

4. In addition to any other limitations in this permit or in any permits or approvals of the Altamont Landfill and Resource Recovery Facility (ALRRF), the operator shall not accept any waste for disposal, except as provided in Conditions No. 4.1 through 4.6, below.
  - 4.1 Limitation on Franchise Waste. The operator shall be permitted to accept for disposal at the ALRRF franchise waste only from Alameda County, the City and County of San Francisco and the City of San Ramon, California subject to the following two conditions:
    - 4.1.1. With respect to franchise waste accepted for disposal from the City and County of San Francisco, during the remaining term of the existing contract for such disposal the City and County of San Francisco must meet the recycling rate requirement specified pursuant to the existing permit for the acceptance of Franchise Waste from San Francisco issued by the ACWMA (ACWMA's Resolution No. 78), (a copy of this recycling rate requirement is attached to this permit as Exhibit "2.") After expiration of the existing contract, the operator may enter into a new contract to accept franchise waste from the City and County of San Francisco if San Francisco is in compliance with the aforementioned recycling rate requirement and any applicable recycling rate requirement of state law.
    - 4.1.2. With respect to franchise waste accepted for disposal from the City of San Ramon, the operator may enter into a contract to accept such waste only if the City of San Ramon demonstrates that it is achieving a recycling rate equal to the average recycling rate achieved by the Cities of Livermore and Pleasanton, provided that such average rate shall be weighted to reflect the respective populations of Livermore and Pleasanton.
  - 4.2 Limitation on Non-Franchise Waste. The operator shall be permitted to accept for disposal at the ALRRF non-franchise waste from Alameda County and the City and County of San Francisco. In addition, the operator shall be permitted to accept for disposal at the ALRRF non-franchise waste specifically covered by Conditions No. 4.3, 4.4 and 4.5 below.
  - 4.3 Sludges, Inert Waste, and Special Waste Prior to ALRRF Expansion. During the continued operation of the ALRRF within the landfill area covered by the conditional use permit CUP-6395 and previous approvals, and prior to the date of the first

deposit of solid waste in the expansion area of the ALRRF authorized by this permit (the "Expansion Date"), sludges, inert waste, and special waste from outside Alameda County and San Francisco may be accepted for disposal at the ALRRF subject to the following provisions:

- 4.3.1. During the calendar years 1999 and 2000, the amount of such waste accepted for disposal at ALRRF shall not exceed an annual tonnage cap of 75,000 tons per year, provided, however, that any unused portion of this annual tonnage cap in either calendar year may be "banked" for potential use during any calendar year after the year 2000 and up to the Expansion Date as provided in Condition No. 4.3.2 below. In each of these calendar years, no more than 12,000 tons of such waste shall be accepted for disposal from outside the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano and Sonoma (the "Nine Bay Area Counties").
- 4.3.2. During each calendar year beginning on January 1, 2001 up until the Expansion Date, the amount of such waste accepted for disposal at ALRRF shall not exceed an annual tonnage cap of 60,000 tons per year, provided, however, that any unused portion of this annual tonnage cap in any calendar year may be "banked" for potential use in any subsequent year up to the Expansion Date, and further provided that the annual tonnage cap may be increased to up to 75,000 tons per year by the use of any tonnage which has been "banked" in any prior calendar year pursuant to this Condition No. 4.3. In each of these calendar years, no more than 7,500 tons of such waste shall be accepted for disposal from outside the Nine Bay Area Counties.
- 4.3.3. Notwithstanding the limitations set forth in Conditions No. 4.3.1 and 4.3.2 above, additional sludges, inert waste, and special waste may be accepted for disposal at ALRRF to the extent that such additional wastes are the result of a "major event" which impacts all or part of Alameda County or the City and County of San Francisco, or both. A "major event" for purposes of this Condition No. 4.3.3 is defined as an event or occurrence which requires substantial additional disposal of sludges, inert wastes or special waste, and which is either (i) a regulatory change or order requiring the collection and disposal of soil, debris or other material from a substantial area such as numerous industrial facilities or public facilities, or (ii) a damaging event or occurrence such as a fire, earthquake, flood, or large explosion, which

destroys or damages structures or facilities over a substantial area. If the "major event" is a regulatory change or order, then review and approval by the Planning Commission shall be required prior to any acceptance of additional waste pursuant to this Condition No. 4.3.3 from outside Alameda County and the City and County of San Francisco. The County shall use its best effort to schedule and conclude the Planning Commission hearing on any such proposed action within thirty (30) days following the operator's application to the County seeking approval of such disposal.

- 4.4 Sludges, Inert Waste, and Special Waste After ALRRF Expansion. After the Expansion Date, the amount of sludges, inert waste, and special waste accepted for disposal at ALRRF from outside Alameda County and San Francisco shall not exceed 25,000 tons per calendar year, and no such waste shall be accepted from outside the Nine Bay Area Counties. The "banking" and "major event" provisions and exceptions set forth in Condition No. 1.3, above, shall not apply after the Expansion Date.
- 4.5 Self-Haul from Contra Costa County. The operator may continue to accept self-haul wastes from Contra Costa County at the ALRRF, up to an annual tonnage cap of 15,000 tons per year prior to the Expansion Date, and up to an annual tonnage cap of 25,000 tons per year after the Expansion Date. Prior to the Expansion Date, any unused portion of the annual tonnage cap in any calendar year may be "banked" for potential use in any subsequent calendar year prior to the Expansion Date, provided that the overall amount of such waste accepted shall not exceed 25,000 tons in any calendar year. This "banking" provision shall not apply after the Expansion Date. Self-haul wastes are defined for purposes of this Condition No. 4.5 to include solid wastes which are self-hauled to the ALRRF by the independent contractor or customer who generates the wastes.
- 4.6 Pro Rata Adjustment of Partial Calendar Years Before and After the Expansion Date. With respect to any partial calendar year immediately before or after the Expansion Date, the applicable tonnage caps shall be a pro rated percentage of the otherwise applicable caps. Minor variances in the pro rated caps for the partial calendar year, if any, prior to the Expansion Date shall be allowed only to the extent the variance is the result of seasonal or periodic fluctuations in the rate of waste disposal, which fluctuations would be consistent with complying with the tonnage cap if the cap applied over an entire calendar year.
- 4.7 No Hazardous, Medical or Radioactive Waste. The Conditions of Approval set forth above are intended to allow for disposal of franchise waste, non-franchise waste and

materials regulated or classified as inert waste, special waste or designated waste, and are not intended to allow for disposal at ALRRF of material which is regulated as a hazardous waste, medical waste, or radioactive waste. Accordingly, the operator shall not accept for disposal at the ALRRF any material which is (i) classified and regulated by the State of California as a hazardous waste; (ii) classified and regulated by the State of California as a medical waste; or (iii) classified and regulated by the United States Department of Energy as a radioactive waste.

- 4.8 Annual Tonnage Cap and Average Daily Tonnage Cap. The amount of solid waste accepted for disposal at ALRRF in any given calendar year shall be limited by the geographic and other restrictions in this permit, and further by the provisions of this Condition No. 4.8. The provisions of this subsection are intended to provide an annual tonnage cap and a cap on average daily tonnage of solid waste to be accepted for disposal at ALRRF in addition to the geographic restrictions in this permit.

4.8.1 Beginning in the year 2000, the amount of solid waste accepted for disposal at the ALRRF in each year shall not exceed a total of 1,600,000 tons. Based on a calendar year calculated at 260 days, this would result in an annual average daily tonnage of solid waste disposed at the ALRRF of approximately 6,154 tons per day, calculated over the entire year. To allow for seasonal fluctuations in solid waste disposal, the average daily tonnage of solid waste accepted in any calendar quarter shall not exceed 7000 tons per day. Both this annual tonnage cap and the average daily tonnage cap shall be subject to adjustment as provided in this Condition No. 4.8. During any part of the year 1999 that this permit is in effect, the annual tonnage cap shall be applied on a pro rata basis.

4.8.2 Beginning in the year 2001, the annual tonnage cap and the average daily tonnage cap shall be automatically increased by the Planning Department to the extent required to accommodate additional waste disposal resulting from any one or more of the following factors: (i) additional growth, development or economic activity in Alameda County, San Francisco, or San Ramon as determined by the California Integrated Waste Management Board's ("IWMB") annual indices, and including automatic increases in each calendar year for additional waste generated by projects approved in Alameda County, San Francisco, or San Ramon; (ii) the transfer of any solid wastes or solid waste stream from other landfills in Alameda County for any reason, including without limitation the closure of such landfills or the negotiation of new

contracts providing for disposal at the ALRRF, provided that such waste streams originate in Alameda County, San Francisco or San Ramon as provided for in this permit.

- 4.8.3 Within sixty (60) days after the IWMB releases its annual indices for the previous calendar year, the operator shall provide the Planning Department with a copy of the IWMB indices, and the Planning Department shall automatically increase the annual tonnage cap and average daily cap to the extent required to accommodate additional waste disposal as set forth in Condition No. 4.8.2 above.
- 4.8.4 For the purposes of calculating automatic cap increases as provided by Condition No. 4.8.2 above, the operator may provide the Alameda County Planning Department with other indices or factors that support, update or, in the absence of the IWMB's indices, substitute for the IWMB's annual indices. The operator shall simultaneously provide copies of all such materials to the Cities of Livermore and Pleasanton, and representatives of the Sierra Club, the Northern California Recycling Association and Altamont Landowners Against Rural Mismanagement in addition to the County, and the County shall promptly make all such materials available to the public upon request. The Planning Department may use such indices or factors in determining appropriate increases to the annual tonnage cap and average daily cap for the purposes of calculating automatic increases to the annual tonnage cap and average daily cap but shall take no action granting an automatic cap increase based on such indices or factors any sooner than twenty-one (21) days after the receipt of copies of such indices or factors by the Cities of Livermore and Pleasanton, and representatives of the Sierra Club, the Northern California Recycling Association and Altamont Landowners Against Rural Mismanagement, in order that these parties and the public may review these and comment upon them to the Planning Department. Decisions by the Planning Department to increase the annual cap based on factors other than those set forth in Condition No. 4.8.2 above shall be appealable to the Planning Commission.
- 4.8.5 In addition to the automatic increases provided by Condition No. 4.8.2 above, following noticed public hearing and discretionary approval by the Board of Supervisors, the annual tonnage cap and the average daily tonnage cap for a given calendar year may also be increased to the extent the operator

demonstrates to the Board that such increase is required to accommodate additional waste disposal resulting from extraordinary events, including natural disasters.

4.8.6 The operational or design capacity of the ALRRF specified in the solid waste facilities permit shall be 11,150 tons per day, provided that the daily tonnage cap shall still apply as a Condition of this permit.

4.9 Definitions of Waste Categories and Cover. For the purposes of this permit, the following terms have the specified meanings set forth below, including any future amendments of such referenced statutes or regulations:

4.9.1 Designated Waste. The term, "designated waste", means "designated waste" as defined in California Water Code section 13173.

4.9.2 Cover. The term, "daily cover" means "daily cover" as defined in 27 California Code of Regulations ("CCR") section 20164.

4.9.3 Hazardous Waste. The term, "hazardous waste", means "hazardous waste" as defined in 14 CCR section 17225.32.

4.9.4 Inert Waste. The term, "inert waste", means "inert waste" as defined in 14 CCR section 18720(a)(32).

4.9.5 Sludge. The term, "sludge", means "sludge" as defined in 14 CCR section 18720(A)(69).

4.9.6 Special Waste. The term, "special waste", means "special waste" as defined in 14 CCR section 18720(a)(73).

5. Testing and Advance Notice Prior to Accepting Soil and Certain Material.

5.1 The operator shall not accept for any use or disposal more than ten (10) cubic yards of any soil known or reasonably suspected by the operator to come from a contaminated site without first requiring submittal of, and reviewing, the following information:

5.1.1 Results of laboratory testing of the soil for its hazardous materials content and suitability for acceptance in a municipal solid waste landfill;



- 5.1.2 A statement identifying the source of the soil and the location of the source property; and
- 5.1.3 Any required notification from appropriate regulatory agencies that the soil may be accepted for use or disposal at ALRRF.
- 5.2 The operator shall not accept for any use or disposal any material that (a) requires a variance from the then existing permit conditions at ALRRF in order to be accepted there, or (b) is a hazardous waste that has been declassified or is proposed to be declassified for purpose of acceptance at ALRRF, without first requiring submittal of, and reviewing, the following information at least ten (10) days in advance of acceptance of such material at ALRRF:
  - 5.2.1 Results of laboratory testing of the material for its hazardous materials content and suitability for acceptance in a municipal solid waste landfill;
  - 5.2.2 A statement identifying the source of the material and the location of the source property; and
  - 5.2.3 Notification from appropriate regulatory agencies that the material may be accepted for use or disposal at ALRRF.
- 5.3 The requirements of Conditions No. 5.1 and 5.2 above are triggered only when the operator has determined to accept for any use or disposal more than ten (10) cubic yards of soil known or reasonably suspected by the operator to come from a contaminated site, or any material that (a) requires a variance from the then existing permit conditions at ALRRF in order to be accepted there, or (b) is a hazardous waste that has been declassified for purpose of acceptance at ALRRF, and do not apply to soils or materials that the operator declines to accept for use or disposal at ALRRF.
- 5.4 The Hazardous Waste Exclusion Program for the ALRRF shall be amended to include the requirements of this Condition No. 5. The provisions of this Condition No. 5 are in addition to the other Conditions set forth in this permit relating to screening of hazardous wastes and load checking of wastes. In the event of any conflict between the provisions of this Condition No. 5 and such other Conditions of this permit, the provisions of this Condition No. 5 shall control.
- 6. Size of Expansion and Landfill Footprint. The landfill expansion shall not exceed 40 million tons of capacity. Consistent with the size of the expansion and the restrictions on solid waste

disposal and imports in this permit, the footprint of the landfill expansion shall be limited to approximately 250 acres.

Most of the following Conditions of Approval, Nos. 7 to 82, are a condensation and simplification of mitigation measures identified in the Final EIR as revised which should not be construed so as to diminish or eliminate responsibility of the operator for full mitigation of environmental impacts identified in the Final EIR. In implementation of these Conditions of Approval or in the event that a question arises as to how the operator or County shall proceed in mitigation of impacts, the Final EIR shall be consulted for guidance for a determination by the Planning Commission.

Mitigation measures were crafted to address the impacts identified for the original project and will be sufficient to cover any situation created for the reduced project approved herein. Other conditions reflect local, state and federal requirements that may not address specific mitigation measures for impacts identified as part of the EIR. These include legal liability, general operational conditions, design, construction and regulatory standards, periodic review, and various fees.

## LAND USE

7. Buffer zones shall be retained on site around the perimeter of the landfill footprint substantially as indicated on Exhibit 1.
8. The operator shall apply to the Livermore Area Recreation and Park District to modify its 1991 Regional Trail Plan to recognize the proposed Class II Landfill Expansion project. Should a trail across or adjacent to Section 17 be constructed, the operator shall provide appropriate signage and fencing around the portion of the wildlife mitigation area that is nearest the trail.
9. The operator shall initiate site closure activities when the landfill achieves final grade. Closure and Post-Closure Plans shall be designed such that the landfill would support agricultural uses after closure and reclamation. A program shall be prepared for submittal and review to the United States Department of Agriculture, Soil Conservation Service, for restoration of the project site to agricultural capability. Upon closure, the project shall be "visually integrated" with the surrounding terrain through sensitive grading and revegetation with native plant materials.
10. As part of the required Site Development Review (SDR) for permitted development within the A (Agricultural) District, the Alameda County Planning Department will review proposed development of the legal building site parcels within 4,000 feet of the ALRRF Expansion

footprint for consistency and compatibility with surrounding uses. The operator shall provide reasonable funding for any study of the health and safety impacts of the ALRRF expansion on such development that the Planning Department reasonably determines is a necessary part of the SDR.

- (a) If the Planning Department determines, based on the conclusions of a health and safety study conducted as part of the SDR, that the ALRRF expansion will have a significant health or safety impact on the proposed development of the legal building site parcel, the Planning Department may impose conditions on the development of the legal building site parcel to avoid any such health or safety impacts, provided, however, that the Planning Department must first require that the developer take all reasonable measures to minimize such health or safety impacts without significant additional costs including, if appropriate, relocation of the development to another portion of the parcel. If the developer incurs additional unavoidable development costs or diminution of property value solely to implement those measures required by the Planning Department to avoid health or safety impacts created by the ALRRF expansion, the operator shall provide appropriate restitution, as determined by the Planning Department, or may offer to purchase the property at its fair market value at the operator's sole discretion. Appropriate restitution shall be limited to the developer's direct, out-of-pocket costs and/or reduction in property value below the fair market value of the parcel.
- (b) If the Planning Department determines that the legal building site parcel cannot be developed for any permitted use, due solely to health or safety impacts created by the ALRRF expansion, the operator shall provide appropriate restitution which shall be limited to reduction in property value below fair market value of the parcel, as determined by the Planning Department; or the operator may offer to purchase the property at its fair market value at operator's sole discretion.
- (c) As a condition of approval of development of any legal building site parcel requiring restitution from ALRRF, the Planning Department will require that the operator enter into a recordable covenant or other recordable instrument, which acknowledges that the ALRRF, as authorized in the CUP, can continue to operate throughout its expected life and that the developer shall agree not to seek any further restitution or damages from the operator.
- (d) Nothing above will prevent the operator from applying for approval to modify its operations to reduce any health and safety impacts on the adjacent legal building site parcel caused by the ALRRF expansion.

- (e) The operator reserves all rights to appeal and/or challenge any determination of the Planning Department requiring restitution.

## VISUAL

- 11. Final grades and contours for the landfill shall be in substantial conformance with those depicted in Exhibit 1 unless modifications are otherwise approved by the Planning Department.
- 12. In cooperation with the County, neighbors along Dyer Road, rangers and users of the Bethany Reservoir State Recreation Area, the operator shall continue its program to monitor and respond to community complaints regarding dust, stray litter, pests and other aesthetic effects on sensitive viewpoints. All transfer vehicles and direct-haul collection vehicles that dispose at ALRRF shall be enclosed as needed to prevent rubbish from escaping the vehicle in route. The operator shall minimize the distance between the tippers and the tip area to minimize airborne litter. Refuse shall be compacted promptly to reduce amounts of blowing litter. A litter-control fence shall be installed downwind of the fill area to trap airborne refuse.
- 13. Where feasible, and to the extent possible, the operator shall locate soil stockpiles within basins in the existing topography, with heights generally not to exceed surrounding ridge lines. The operator shall seed larger stockpiles and cut surfaces that are not active for an extended period (more than one season).

## HISTORIC/ARCHAEOLOGICAL RESOURCES

- 14. The operator shall implement a program for a qualified archaeologist to complete recordation and investigation of known sites that would be disturbed, removed or destroyed during the construction of the proposed project and comply with the requirements of the State Historic Preservation Officer (SHPO). Prior to excavation and construction, the prime construction contractor and any subcontractor(s) shall be cautioned on the legal and/or regulatory implications of knowingly destroying cultural resources or removing artifacts, human remains, bottles, and other cultural materials from the project site.
  - (a) The qualified archaeologist shall have the authority to temporarily halt excavation and construction activities in the immediate vicinity (ten-meter radius) of a find if significant or potentially significant cultural resources are exposed and/or adversely affected by construction operations.

- (b) Reasonable time shall be allowed for the qualified archaeologist to notify the proper authorities for a more detailed inspection and examination of the exposed cultural resources. During this time, excavation and construction shall not be allowed in the immediate vicinity of the find; however, those activities could continue in other areas of the project site.
- (c) If any find were determined to be significant by the qualified archaeologist, representatives of the construction contractor and Alameda County, the qualified archaeologist, and a representative of the Native American community (if the discovery is an aboriginal burial) shall meet within seven calendar days to determine the appropriate course of action for recording and removing any cultural resources or remains.

#### OTHER COMMUNITY SERVICES

- 15. The operator shall apply security systems to the operation of the Class II Landfill Expansion to preclude unauthorized entry by persons or vehicles. These systems include posting a 24-hour guard, maintaining fencing around the site perimeter, maintaining secondary fences around active operations, wiring buildings with remote alarms (connected to a security service), and maintaining security lighting.

#### BIOLOGICAL RESOURCES

- 16. The operator shall set aside a total of 750 acres for biological habitat mitigation and buffer area in Sections 15, 16, 17 and 21, substantially as depicted in Exhibit 1.

Land Dedication for Habitat Preserve. To the extent that off-site habitat mitigation is required by the United States Fish and Wildlife Service ("FWS"), the operator will enter into a Conservation Agreement with FWS and the Livermore Area Recreation Park District and/or the East Bay Regional Park District regarding the acquisition, operation and maintenance of a Habitat Preserve (the "Preserve") in the Altamont or other suitable area in eastern Alameda County. The operator's requirement for multi-species off-site mitigation acreage shall be met by the operator by the dedication of public open space in the Altamont or other suitable area in eastern Alameda County. The operator shall meet and confer with the City of Livermore and Alameda County planning staffs to identify properties that might be incorporated within the Preserve. In identifying the acreage for additions to the Preserve, the operator shall give priority to lands which are adjacent to or in the vicinity of existing public open space in the Altamont area such as Brushy Peak and Vasco Caves. Any such properties shall be given preference for inclusion within the

Preserve (subject to availability and cost) if they are acceptable to the FWS and the Livermore Area Recreation and Park District. The operator and the City of Livermore shall confer and cooperate to identify supplemental sources of funds, if appropriate, to assist in purchasing such preferred properties. Pre-construction habitat mitigation required for each phase of the ALRRF expansion shall be implemented prior to the opening of that phase consistent with Condition No. 17 of this permit. A Trust Fund for the acquisition, operation and maintenance of the Preserve shall be established by the operator in an amount to be determined under the agreement with the FWS.

17. Prior to the initiation of any ground clearing, grading, construction, or other activities which could disrupt the San Joaquin kit fox and other target species in the expansion area, the operator shall finalize, through formal Section 7 consultation, and implement a mitigation program based on the Biological Assessment (LSA, 1995) and the measures identified in the FEIR. The mitigation program shall include but not be limited to:

- (a) Surveys for all affected species according to current agency protocols;
- (b) Reporting of results to the California Department of Fish and Game (DFG), FWS and County Planning Director;
- (c) Avoidance of areas occupied by the species and/or the safe relocation of individuals as determined appropriate by the DFG and/or FWS.

The operator shall set aside in perpetuity, by recorded deed, the 750 acres in Sections 15, 16, 17, and 21, as well as additional lands off-site to make up for the remaining acreage needed. The program shall address impacts to the San Joaquin kit fox, the American badger, the San Joaquin pocket mouse, the ferruginous hawk, the merlins, the Northern harrier, the golden eagle, the prairie falcon, the tri-colored blackbird, the loggerhead shrike, the burrowing owl, the California tiger salamander, and the red-legged frog. The program shall include performance standards and a monitoring schedule.

18. The mitigation program shall be monitored annually for five years (minimum, or a period agreed upon by the operator in consultation with FWS and DFG) after implementation to assure the success of the mitigation, as determined by evaluation of performance standards and success criteria based on FWS and DFG requirements and standards. If at any point during the five-year monitoring period, the mitigation plan is judged to have not been successful, the mitigation shall be reinitiated, after modification as necessary, and monitored for a succeeding five-year period.

19. If required by the FWS or the DFG, the operator shall conduct surveys at appropriate times of the year for the Townsends western big-eared bat, the pallid bat, the California mastiff bat, the California horned lizard, the San Joaquin whipsnake, the Ricksecker's water scavenger beetle, the curved-foot hygrotus beetle and the Molester's blister beetle. If these surveys reveal the presence of any of these species, the operator shall consult with FWS and DFG to determine suitable mitigation, based on measures presented in the FEIR as applicable. The operator shall implement measures as required by the FWS or the DFG.
20. The operator shall conduct FWS- and DFG-approved pre-construction surveys at appropriate times of the year for the San Joaquin kit fox, the American badger, the tri-colored blackbird, the loggerhead shrike, and burrowing owls. Prior to the filling of existing ponds, the operator shall conduct surveys for tadpoles and adult western spadefoot toad. If any of these surveys reveal the presence of any of these species, the operator shall either avoid or relocate the animals as determined appropriate by the FWS or the DFG.
21. Long-term maintenance of the mitigation lands shall be the responsibility of the operator with the assistance of qualified consultants or consultation with state and federal agency staff, until it can find a qualified agency or private organization to takeover the long-term maintenance responsibility. Selection of the management entity shall be made based on its ability to carry out the long-term maintenance requirements and its commitment to goals consistent with the long-term maintenance requirements. Selection of the management entity shall be subject to FWS, DFG, and County approval. If a long-term management entity is identified, selected and approved by FWS, DFG, and the County, the management entity, through a legally binding agreement, shall assume the maintenance and management responsibility of the San Joaquin kit fox mitigation areas in perpetuity.
22. No chemicals (e.g., rodenticides, herbicides) shall be applied in areas used for mitigation habitat, or in areas within one mile of known San Joaquin kit fox occurrences during construction and operational phases of the landfill. (This measure is not meant to preclude use of rodenticides within the operating landfill footprint). If chemical rodent control must be conducted at the ALRRF, zinc phosphide or other County approved rodenticide shall be used. Application methods for chemicals should minimize exposure of non-target species as recommended in the FEIR. Prior to application, the operator shall conduct a field consultation with the FWS and DFG regarding the feasibility of rodenticide application. The operator shall comply with FWS and DFG requirements for such application.
23. The operator shall, to the extent feasible, locate stockpiles in previously disturbed areas. The operator shall also attempt to minimize the area extent (footprint) of the stockpiles.

24. To the extent possible, project-related vehicle traffic shall be restricted to established roads, construction areas, storage areas, and parking areas. To the extent possible, off-road vehicle traffic outside of designated project areas shall be restricted. Project-related vehicles shall observe a 20 mph speed limit in all project areas.
25. The operator shall conduct an employee education program. The program shall include review of kit fox biology, habitat requirements, legislative protection, and measures taken to reduce impacts to the species during project construction and operation.
26. The operator shall submit a post-construction compliance report to FWS within 45 days of completion of each major project component (e.g., stockpiles, water pipeline, storm-drain basin construction).
27. Closed landfill areas may be provided as part of the replacement mitigation habitat for the San Joaquin kit fox and various passerine species, if literature research or available data establishes that this is feasible and if approved by FWS and DFG.

## WETLANDS

28. The operator shall implement a Wetlands Mitigation Plan based on the Conceptual Wetland Mitigation Plan (LSA, 1994), the mitigation measures identified in the FEIR, and a Plan that has been approved through permits by the COE, FWS, DFG, RWQCB and the County. At minimum, this shall include creation of 2.5 acres of seasonally inundated wetlands in four units in Section 17. The wetlands shall be designed as breeding habitat for the California tiger salamander and red-legged frog. Revegetation shall use only native vegetation of species found on site. The plan shall include performance and monitoring standards.
29. The operator shall monitor the replacement wetlands after they are created to assess whether they are meeting the performance standards in the approved Wetlands Mitigation Plan. Such monitoring shall be conducted for five years or until performance standards are met, whichever occurs first.
30. If performance standards are not met during the first five years after replacement wetlands are created, the operator shall continue monitoring for a period to be determined by the COE and the County.
31. Maintenance and monitoring of the wetlands shall be the responsibility of the operator with the assistance of qualified consultants, until it can find a qualified agency or private organization to assume that responsibility. The management entity shall be selected based on



its financial and technical capability to carry out the long-term maintenance requirements and its commitment to goals consistent with the long-term maintenance. Selection of the management entity shall be subject to approval by the COE and the County. If a management entity is approved, the management entity, through a legally binding agreement, shall assume the maintenance and management responsibility of the wetland mitigation areas in perpetuity.

32. The operator shall avoid existing ponds in the Phase I landfill area until replacement wetlands have been established. The operator may remove the existing ponds as construction occurs in the expansion area after it has been determined that replacement wetlands have been established and the California tiger salamander has been resettled.

#### ALKALI SINK

33. The operator shall implement a mitigation plan for the alkali sink that is based on the Conceptual Wetlands Mitigation Plan (LSA, 1994) and the mitigation measures identified in the FEIR, and that has been approved by the COE, DFG, FWS, and the County. Operator shall conduct a site-specific hydrology analysis for the sink to determine the appropriate average seasonal flow to the sink, and this shall be incorporated into the plan. The mitigation plan shall include performance and monitoring standards.
34. The operator shall conduct bi-annual monitoring of the alkali sink pursuant to a monitoring plan approved the COE, DFG, FWS, and the County to determine whether the performance standards are being met. If the monitoring reports show that the alkali sink is not being adequately maintained or is declining in habitat quality or quantity, the operator shall take additional mitigation measures approved by the COE, FWS, DFG, and the County, based in part on measures recommended in the FEIR.
35. Any surface or ground water delivered to the alkali sink shall pass through detention basins to remove sediment, and untreated leachate delivered into the alkali sink shall meet applicable water quality standards.
36. The operator shall fence the area to keep livestock out of the alkali sink.

## GEOLOGY/SOILS/ SEISMIC

37. The operator shall design and construct the landfill in accordance with Titles 14 and 23 of the California Code of Regulations (CCR) requirements for final cover design, final surface grades, and continuing monitoring and maintenance to reduce potential impacts due to settlement. The final design and subsequent modifications shall be reviewed by the RWQCB (prior to issuance of revised Waste Discharge Requirements) and the LEA (as part of the application for a revised Solid Waste Facilities Permit). RWQCB and LEA approvals shall signify that the proposed design meets all of the applicable requirements.
38. The operator shall conduct slope stability analyses for the design in accordance with Titles 14 and 23 of the CCR and stability shall be verified for each landfill cell and excavation. The analyses would be able to address hidden instability conditions on the site. The purpose of the analyses shall be to determine potential hazards for cut slopes, refuse slopes, and final cover. Measures shall be implemented to reduce specific identified slope instability hazards. These measures might include reducing the slope angle, keying slopes, buttressing unstable areas and excavation sequencing from higher-lying to lower-lying parts of unstable slopes. Similar verification shall occur for temporary refuse fill slopes for future fill sequences prior to construction of each cell. All slope stability investigations shall be conducted by a certified engineering geologist and/or registered geotechnical engineer. All final grading plans and slope stability analyses shall be reviewed by the County Grading Inspector prior to the start of liner construction.
39. The proposed final topography shall be described in the Report of Disposal Site Information that would be submitted to the LEA as part of the application for a revised Solid Waste Facilities Permit. The LEA's approval of the application shall signify that the proposed topography meets all of the applicable Title 14 requirements.
40. The operator shall establish permanent survey monuments on and in the immediate vicinity of the landfill to monitor long-term landfill settlement or lateral displacement. The monuments shall be periodically surveyed during the post-closure maintenance period. If the monitoring of settlement and displacement detects that more than anticipated amounts of movement of the monuments has occurred, an engineer or engineering geologist shall be retained to make specific recommendations for correcting the stability problem. A record of the monument survey results shall be filed with the LEA.
41. During the landfill development period, the operator's engineer shall conduct an investigation of slope stability, including active working area, filled and closed areas, and nearby areas that could affect the landfill whenever there is rainfall of more than six inches in a three-day period

that follows an accumulated seasonal (October through April) total rainfall of 15 or more inches.

42. The operator shall retain a qualified engineering geologist to conduct a site inspection to identify any potential indications of instability and to provide recommendations to stabilize or minimize hazards of slope instability as soon as possible, but not longer than, one week following such a rainfall. A record of the engineering geologist's inspection and recommendations, and the operator's response plan shall be filed with the LEA and RWQCB.
43. All offsite slope instabilities that could reasonably affect the landfill and perimeter drainage system shall be identified by an engineering geologist and corrected at the time that filling is carried out in that part of the Expansion area. At the time of the final closure plan, no significant slope instabilities shall remain onsite or adjacent to the site that could result in damage to the landfill or the perimeter drainage system. The operator's engineering geologist shall submit documented proof of compliance with this requirement to the LEA and RWQCB.
44. The operator shall design and construct the landfill in accordance with all federal and State requirements relative to seismic safety. The final design shall be reviewed by the RWQCB (prior to issuance of revised Waste Discharge Requirements) and the LEA (as part of the application for a revised Solid Waste Facilities Permit). RWQCB and LEA approvals shall signify that the proposed design meets all of the applicable seismic safety requirements. To protect on-site personnel, ensure the integrity of the landfill, and minimize any disruption to landfill operations in the event of a major earthquake, the operator shall update the Earthquake Response Plan (part of the site's Emergency Response Plan currently in effect) to include post-earthquake inspection to evaluate any damage that may have occurred, ensure the integrity of the landfill containment systems, and make the landfill operational as soon as possible.

#### HYDROLOGY/WATER QUALITY

45. The operator shall comply with the following RWQCB requirements based upon the project description:
  - (a) Prepare a Leachate Monitoring Plan. Monitoring procedures shall address the amount of leachate generated, its chemical composition, and the depth of leachate buildup on the liner. Leachate monitoring activities shall comply with the site's Waste Discharge Requirements, and applicable sections of CCR Titles 14 and 23.

- (b) Prepare and submit a groundwater monitoring plan to the RWQCB as part of the Report of Waste Discharge, prior to issuance of the Waste Discharge Requirements. Groundwater monitoring shall be conducted using background and compliance wells. Monitoring well placement shall take into consideration the local variability in geologic materials that influence groundwater flow as indicated by various conceptual groundwater flow models identified by RUST Environment & Infrastructure (1994).
  - (c) Prepare and submit a vadose zone monitoring plan to the RWQCB as part of the Report of Waste Discharge, prior to the issuance of the Waste Discharge Requirements. Vadose zone monitoring shall be conducted in accordance with CCR Title 23, Section 2550.7(d). Liquids collected in the systems shall be monitored periodically. The operator shall remove or remediate any detected contaminants pursuant to CCR Title 23, Section 2550.11.
  - (d) Implement appropriate corrective measures in the event of leachate migration pursuant to Section 2550.10 of CCR Title 23 shall be implemented by the operator, subject to approval and oversight by the RWQCB, Central Valley Region.
  - (e) Submit a copy of the annual report prepared for the appropriate RWQCB to the Planning Department.
46. The landfill shall be designed and constructed to control drainage and erosion in accordance with the facility Waste Discharge Requirements including surface water run-on and run-off controls. The drainage and erosion plans shall be submitted to the Planning Department with review by the Director of Public Works. The operator may proceed with proposed construction within ten (10) calendar days of the Planning Department's receipt of written submittal unless otherwise notified by the Planning Department. The plans should incorporate the following measures:
- (a) The proposed landfill shall be constructed against existing ridges such that all rainfall on areas adjacent to the footprint shall drain away from the landfill.
  - (b) Sedimentation basins shall be incorporated into the project design in places where peak discharges would increase substantially.
  - (c) Drainage facilities shall be constructed to accommodate the 1,000 year, 24- hour storm, or current design storm as required by state or federal law.

47. In the event that springs or heavy seeps are encountered during site excavation for the landfill, additional subgrade drainage measures shall be taken to ensure that there is no seepage into the landfill and that groundwater/waste separation is maintained. Such measures may include additional geotextile drains, the extension of gravel chimney drains up the slope from the gravel drain on the floor of the landfill, and hydroaugers. Other measures also may be recommended by the project engineering geologist in response to the local hydrogeological conditions.
48. The operator shall design the final grading and drainage of the Proposed Class II Landfill Expansion to minimize cover erosion. Design features shall include deck area slopes to promote sheet drainage, a series of drainage benches, inlets, and down drains, debris/retention basins, and outlet structures.

#### PUBLIC HEALTH & SAFETY

49. The operator shall continue the application of the existing WMAC/ALRRF Special Waste Program (a process of identifying and characterizing each customer waste stream) to new designated wastes to be received by ALRRF. Designated wastes shall be accepted only from pre-approved generators. To be pre-approved, a generator shall submit information that may include analytical data to the operator demonstrating that its waste stream is non-hazardous prior to sending any waste to the landfill. Wastes with ambiguous analytical data (indicating that it could be hazardous) shall not be accepted by the operator for disposal at the landfill until the waste is proven to be non-hazardous by supplemental testing. This measure would allow the landfill to employ inexpensive screening tests that could flag wastes that are potentially hazardous without rejecting them outright, while allowing definitely nonhazardous wastes to pass. Waste proven to be hazardous either by the screening tests or by supplemental tests shall be taken elsewhere.
50. In accordance with State codes, any truck which disposes of municipal solid waste (MSW) at the ALRRF may be inspected and approved or rejected by the LEA. In accordance with the State of California 1993 Vehicle Code, haul trucks carrying dusty material shall be covered during transport.
51. For those designated wastes (such as drilling muds, ash, and sludges) for which handling procedures are not fully described in the Joint Technical Document (JTD) and revisions/amendments thereto, the operator shall develop and adopt handling provisions that are in compliance with LEA requirements and RWQCB Waste Discharge Requirements. Special care shall be taken to ensure that incompatible wastes are not mixed. Designated wastes shall be mixed with (and covered by) MSW as part of the co-disposal process. Ash

or contaminated soils shall not be disposed of during windy conditions (where the material is difficult to handle or could be blown off-site). The formation of standing pools of water shall be minimized by quickly covering high moisture-containing wastes with MSW or dry designated wastes.

52. The operator shall comply with provisions of the CCR, Title 14, Section 17670, which state that operating and maintenance personnel are required to wear and use approved safety equipment for personal health and safety, as determined necessary by the LEA, and Section 17672, which stipulates that site operation and maintenance personnel must be adequately trained in subjects pertinent to safety, health, environmental controls and emergency procedures.
53. Workers shall not be allowed to eat near the active landfill. Food and beverages shall only be consumed away from active landfill areas, or inside an enclosure such as an office building or mobile trailer.
54. The landfill's Health and Safety Program shall be applied to the Class II Landfill Expansion, including the Health and Safety Plan that describes how the program is enacted. The Plan shall be revised if needed to include a Contaminant Exposure Monitoring Program, a Medical Monitoring Program, a Personal Protective Equipment Program, and a Training Program as well as procedures for implementation, record keeping, audits, and accident investigations. The operator shall continue to implement the site's Respiratory Protection Program.
55. The operator shall adapt and apply the existing *Altamont Landfill Emergency Management Manual* to the Class II Landfill Expansion. Topics to be addressed in the manual shall include, at minimum: fires, spills, releases, emissions, natural disasters (storms, earthquakes, floods), and medical emergencies. The manual shall also specify policies and procedures for emergency communications, organization, and employee training regarding emergency response. The *Altamont Landfill Emergency Management Manual* shall be reviewed by the LEA and the Alameda County Fire Department.
56. The operator shall develop and maintain a low-flammability buffer zone or fire break around the perimeter of the active working area to isolate the landfill from the surrounding grasslands.
57. The Vector and Bird Control Plan for the Class II Landfill Expansion shall be approved by the LEA. Measures shall be implemented to discourage sea gulls and other pests, including restricting the size of the working face to limit scavenging by effective compaction and covering of the refuse, and preventing the accumulation of ponded water. If, in the judgment

of the landfill management, excessive numbers of birds land at the working face, noise-making shells can be fired from hand-held guns to disperse the birds. The landfill operator shall insure periodic monitoring of the landfill for the presence of vectors as determined by the LEA. The LEA should periodically monitor the landfill for the presence of vectors. LEA inspections shall be documented in the operating record.

58. The operator shall adapt and apply provisions of the Hazardous Waste Exclusion Plan (HWEP) for the ALRRF to the wastes received at the Class II Landfill Expansion. The program shall include, at a minimum, training of personnel to recognize regulated hazardous wastes, random inspection of incoming waste loads, inspection of all suspicious loads, procedures for handling unauthorized hazardous wastes, procedures to notify the proper authorities if hazardous wastes are discovered, and provisions for documentation of inspections and record keeping. The HWEP for the Class II Landfill Expansion shall be submitted to the LEA for approval.
59. The operator shall have a load-check program, approved by the LEA as part of the Report of Disposal Site of Information. Consistent with current operating practices, the ALRRF shall not accept for disposal waste materials that do not comply with the hazardous waste identification and acceptance control methods practiced by Sanitary Fill Company for San Francisco and/or the methods practiced by WMAC at the Davis Street Transfer Station, or other program that is equivalent or more effective in screening out hazardous waste, as determined by the LEA.

#### TRAFFIC/CIRCULATION

60. In cooperation with and under the supervision of the Alameda County Public Works Agency and the City of Livermore, the operator shall pay a proportional share of the cost of the following to help mitigate cumulative roadway capacity and level-of-service impacts in the project study area:
  - (a) Monitoring traffic levels of service at the following intersections at a frequency determined by the County in consultation with the operator:
    - i) During the AM peak hour at the intersections of Altamont Pass Road - North Front Road/North Greenville Road and I-580 Westbound Ramps/Grant Line Road;
    - ii) During the AM and PM peak hours at the intersection of Grant Line Road and Altamont Pass Road; and

- iii) During the PM peak hour at the intersections of I-580 Eastbound Ramps and Grant Line Road, South Front Road/I-580 Eastbound Ramps North Front Road/I-580 Westbound ramps, and Altamont Pass Road - North Front Road/North Greenville Road.
- (b) Necessary improvements to roadway and intersection capacity sufficient to mitigate project contributions to cumulative roadway capacity and level-of-service impacts in the project study area.

The operator's payment toward the cost of the traffic impact monitoring and improvements enumerated above shall be based upon the project's proportional share of the total increase in traffic above existing levels at the enumerated intersections and on Altamont Pass Road. The operator's proportional share shall be increased for the impacts of larger vehicles, and shall be decreased for traffic for which the Alameda County Waste Management Authority or other Alameda County agencies or jurisdictions have collected a fee to be used at least in part for traffic mitigation.

- 61. In cooperation with and under the supervision of the Alameda County Public Works Agency and the City of Livermore, the operator shall pay a proportional share of the cost of the following to help mitigate additional project-related and cumulative structural section and roadway maintenance impacts in the project study area:
  - (a) Necessary safety, maintenance and structural improvements to roadway and intersection sections to the extent needed to mitigate project contributions to roadway deterioration and maintenance requirements in the project study area;
  - (b) Implementation of long-range Alameda County plans to resurface and reconstruct affected portions of Altamont Pass Road to the extent needed to mitigate project impacts; and
  - (c) Regular maintenance of the affected portion of Altamont Pass Road, including application of sweeping, chip seal, repair of roadway shoulders, and maintenance of proper roadway drainage.

The operator's payment toward the cost of the safety, maintenance and structural improvements enumerated above shall be based upon the landfill's proportional share of the overall impact to the roadway and structural degradation on the affected roadways. The operator's proportional share shall be increased to account for the impacts of larger vehicles and shall be decreased for traffic for which the Alameda County Waste Management



Authority or other Alameda County agencies or jurisdictions have collected a fee to be used in part for roadway safety, maintenance and structural improvements.

62. The operator shall pay its proportional share of the costs of roadway maintenance and structural section improvement projects as identified in the "Alameda County-Alameda County Waste Management Authority-Oakland Scavenger/Waste Management of Alameda County, Inc. Agreement for Roadway Improvements on Altamont Pass Road from ISR 580 to Altamont Landfill and Its Vicinity." Alameda County recognizes that the obligations of the operator and the definition of "proportional share" for the purposes of mitigating impacts that have occurred and will continue to occur are defined in the Agreement for Roadway Improvements. The project could result in additional traffic-related impacts not contemplated in the Agreement for Roadway Improvements (January, 1993). The parties to the Agreement for Roadway Improvements are expected to confer to determine whether a new or amended Agreement should be adopted which could include changes in the definition(s) of "proportional share" or the obligations of the operator and/or other parties to the Agreement with respect to mitigating impacts that will occur following commencement of the project authorized by this Conditional Use Permit. It is anticipated that the roadway improvements enumerated in Conditions Nos. 60 and 61 either are included in the Agreement for Roadway Improvements or will be included in a new or amended Agreement.
63. The operator shall participate in and pay a proportional share of the cost for a study to be prepared by the Alameda County Public Works Agency. This planning study would determine needed short-term and long-term safety, maintenance and other roadway improvements (both local and regional) in affected areas; estimated costs (with rationale); cost-sharing instruments; and payment schedules among contributors of impacts in affected areas.
  - (a) Within 180 days of the effective date of this permit, the operator shall enter into a memorandum of understanding (MOU) with the Alameda County and ACWMA to identify specific projects for which the operator has obligations pursuant to Conditions Nos. 60, 61 and 62, and to establish a funding mechanism for the payment of the parties' proportional shares of those expenses enumerated in Conditions Nos. 60, 61 and 62. Pursuant to the MOU, the parties shall ensure that funds will be available for the County to draw upon, on an ongoing basis, as needed to meet their obligations to pay their proportional share.
64. The operator shall pay the Tri-Valley Transportation Council Regional Traffic Impact Fee if and when adopted and imposed for new development projects within the region, and/or a

similar regional traffic fee imposed by Alameda County. The fee shall be imposed in proportion to other projects under review and approval. If more than one regional transportation fee is adopted, the operator shall not be required to pay more than once for a single project.

65. The operator shall pay the Alameda County Cumulative Traffic Impact Mitigation Fees per Ordinance 0-88-77 within 180 days of final adoption of this conditional use permit. For the purposes of computing this fee, every large truck would count as the equivalent of three (3) vehicles.
66. During the a.m. peak commute period (6:45 a.m. to 8:45 a.m.) there will be no more than fifty (50) total refuse truck trips per hour arriving at the landfill and during the p.m. peak commute hour (4:30 p.m. to 5:30 p.m.), there will be no more than ten (10) total refuse truck trips arriving at the landfill.
67. The average weight of wastes delivered by truck for disposal will not be less than twenty (20) tons per truck, exclusive of refuse trucks originating from the San Ramon Unit. Beginning in 2002, as trucks in the Davis Street Transfer Station fleet are replaced, clean air vehicles will be used for hauling wastes to the ALRRF from the Davis Street Transfer Station.
68. The operator shall take all necessary precautions to ensure that mud and other foreign material are not tracked onto public roadways by vehicles using the facility. If the applicant becomes aware that such material has been tracked onto public roadways, the Public Works Agency shall be expeditiously notified and the applicant shall be responsible for the cost of any required clean-up.
69. Transfer trucks traveling to and from the ALRRF shall be restricted to the state or interstate freeway system. Exceptions to this may be allowed:
  - (a) where there is an emergency regarding individual transfer vehicles;
  - (b) at the direction of a safety officer or a Caltrans-mandated detour; or
  - (c) for direct access on local streets to a transfer station (e.g., Davis Street).

## AIR QUALITY

70. The operator shall control fugitive dust in accordance with BAAQMD regulations as they may apply to landfill operations. Treated wastewater (leachate and condensate) shall be used

for control of dust resulting from the proposed project to the extent possible. Earth-moving activities shall be accompanied by regular spraying with clean or reclaimed wastewater to control dust. The operator shall pave refuse access haul roads outside of active operation areas. Engineering controls shall be implemented by the operator, if needed, to control dust emissions. Such controls might include wind screens near the unloading areas or the use of dust suppressants.

71. The operator shall develop and implement a construction and operations dust mitigation plan/program, in conjunction with the BAAQMD, that would achieve at a minimum a dust control efficiency of about 75 percent. Components of this plan shall include:
  - (a) Minimize cell preparation activity to the extent feasible, i.e., restrict cell construction activity to four (4) acres at any given time;
  - (b) Water the construction site on a regular basis, depending on wind conditions, dryness of soil, and intensity of activity;
  - (c) Restrict vehicles and equipment to compacted and watered surfaces to the extent possible;
  - (d) Use a chemical palliative (such as Dust Ban) or dust suppressant, if necessary, to reduce fugitive dust emissions from vehicle travel surfaces. Some chemical stabilizers can contain a considerable fraction of hydrocarbons, and shall be selected judiciously. The choice of chemical palliative may be recommended by the BAAQMD, and should be addressed through issuance of a Authority to Construct/Permit to Operate;
  - (e) Increase the frequency of watering on dry windy days; and
  - (f) Limit vehicle speeds on unpaved roads to 15 mph.
72. The operator shall keep all operating equipment well-tuned and regularly serviced to minimize exhaust emissions, and shall establish a regular and frequent check-up and service/maintenance program for all operating equipment at the landfill. The operator shall maintain construction equipment and associated pollution control equipment in an operational and fully tuned manner.
73. The operator shall comply with Regulation 8, Rule 34 of the BAAQMD, regarding control of NO<sub>x</sub> emissions from gas-powered turbines. The operator shall revise the Landfill Gas Management Plan for Fill Area 1 to make it apply to the ALRRF Class II Expansion area.

The Plan shall include a system with which to detect and control potentially volatile gases generated by the proposed project. The Plan shall serve to prevent landfill gas hazards through gas collection and conversion to energy; detection of gas migration and emissions; and documentation of the effectiveness of the system.

74. The operator shall use all reasonably collectable and deliverable landfill gas for the production of electricity in an electrical generating facility which has a designed capacity to handle the total estimated gas production of the disposal site and utilizes high efficiency conversion equipment such as gas turbines.
75. The operator shall ensure optimal operations of the gas collection system with regular maintenance and service, and with periodic monitoring as determined by the BAAQMD. The Landfill Gas Collection System for the landfill expansion shall be constructed and operated pursuant to BAAQMD permits. The operator shall implement Best Available Control Technologies for Toxics (T-BACT) on applicable emission sources as required by the BAAQMD.
76. Hazards associated with gas accumulation in on-site buildings shall be prevented by regular monitoring of building air; proper ventilation, both within the buildings and under the slabs; subgrade membranes; gas collection devices; and, spark-proof electrical systems, as determined by the BAAQMD and LEA. The landfill operator shall not construct or otherwise locate any structure for occupancy in an area of known landfill gas buildup. The operator shall verify the absence of landfill gas buildup prior to any construction activity in all areas known to have the potential for gas accumulation (and areas within 1,000 feet of the landfill footprint) and incorporate gas monitoring and control measures in the design of any structures that would be constructed in such areas.
77. All site personnel working in structures shall be trained in the purpose of the landfill gas monitoring system and the proper response to an alarm.
78. Consistent with Section 17783(d) of the CCR Title 14, landfill gas monitoring and control systems at the ALRRF shall be modified during the postclosure maintenance period to reflect changing land uses adjacent to the site.
79. The operator shall control odors per CCR Title 14, Division 7, Chapter 3, Article 7.6, 17701 and 17713 (refer to Table III.I-1 in Section III.I., Public Health and Safety, for details). The operator shall continue to conduct a monitoring program as required by BAAQMD Permit to ensure that there are no major odor leaks to the atmosphere.

80. The operator shall bury excessively odorous wastes immediately with other landfill wastes, depending on their nature and source. The operator shall ensure that loading, unloading, and material handling activities are carried out efficiently and without delays to avoid excessive odors.

## NOISE

81. All internal combustion engines on equipment used at the project site and for roadway construction shall be equipped with mufflers equal to or better than that supplied by the vehicle manufacturer. All equipment shall be maintained in good mechanical condition so as to minimize noise from faulty engines, drive trains, and other components. No muffler or exhaust system shall be equipped with cutout, bypass, or similar devices intended to thwart quieting.
82. The operator shall provide the option of retrofitting existing noise-sensitive land uses along Altamont Pass Road to reduce exterior noise levels to 45 dBA, Ldn. "Exterior noise levels" means exterior noise as heard inside residences. This option shall apply at a minimum to the two residences southwest of the landfill. The option might also apply to the residence on Altamont Pass Road east of the landfill, or other noise-sensitive uses along the road, if any (the potential impact would need to be calculated at those locations). Exterior noise levels could be reduced by double-panning windows and adding sound insulation on walls facing the roads. The homes shall be retrofitted prior to the commencement of filling operations in the Class II Landfill Expansion Area.
83. When conducting design review for future noise-sensitive land uses along Altamont Pass Road (as is required for proposed development in Agricultural zoning districts), Alameda County Planning Department staff shall consider the potential noise exposure from landfill activities, and require site and/or building design features to keep noise at acceptable levels.

## CONDITIONS GENERALLY APPLICABLE TO THE OPERATION OF THE ALRRF

84. Before June 30, 2000, the operator shall submit for Planning Department review a detailed draft Mitigation Monitoring and Reporting Program (MMRP) for monitoring and enforcement of the impact mitigation measures and conditions of approval for the project as directed in the Mitigation Monitoring Program adopted for this Conditional Use Permit. Prior to implementation of any mitigation measures, a final program shall be submitted for review and adoption by the Planning Department on or before September 30, 2000.

An annual progress report shall be submitted to the Planning Director and LEA for concurrent review at the beginning of each calendar year. The operator shall respond to and report on the status of each condition of this permit.

The MMRP shall require that the operator pay to Alameda County full costs incurred for review, approval, administration, monitoring and inspection of all programs. This amount does not include routine costs of the LEA program or programs mandated by other responsible agencies. A minimum amount of \$10,000 shall be deposited and maintained at that level, in trust, to the Treasurer, Alameda County, for MMRP review and related monitoring costs.

The Planning Department may use its employees, employees of the Planning Department, other agencies or private consultants, as needed, to conduct such reviews, inspections and administration to ensure satisfactory implementation and enforcement of these measures and may include hiring additional personnel on a part-time or full-time basis. When required by the Planning Department, the operator shall post an additional cash deposit, as determined to be necessary, to cover estimated costs to satisfy this requirement.

85. A Notice of Acceptance of the ALRRF Closure Plan and Postclosure Maintenance Plan approved by the California Integrated Waste Management Board and LEA shall be submitted to the Planning Department for review prior to initiation of facility closure.
86. A copy of the evidence of financial ability, approved by the California Integrated Waste Management Board and LEA, to provide for the cost of closure and postclosure maintenance, in an amount equal to the estimated cost of closure and 30 years of postclosure maintenance, contained in the closure plan and the postclosure maintenance plan, shall be submitted to the Planning Department.

87. The operator shall hold harmless and indemnify the County of Alameda against liability for personal injury or property damage caused by or resulting from acts or omissions by the operator, its agents, officers or employees in conducting this landfill operation. The operator shall agree to defend, at their sole expense, any action brought against the County, its agents, officers or employees, because of the issuance or operation of this permit. The operator shall reimburse the County, its agents, officers or employees for any court costs and attorney's fees which the County, its agents, officers or employees, may be required by a court to pay as a result of such action. The County may, at its sole discretion and expense, participate in the defense of any such action, but such participation shall not relieve the operator of the obligations under this condition.

The County will cooperate, to the maximum extent practicable, with the operator in the defense of any such action and may, at its sole discretion and expense, participate in the defense, but such participation will not relieve the operator of their obligations under this condition. The operator may request revocation of this permit to minimize the obligations under this condition and the County shall respond as expeditiously as possible and, to the maximum extent practicable.

88. If problems develop regarding landfill operation or restoration, as the LEA may determine based on results of inspections or complaints, the operator shall take corrective action with all due haste, in good faith, consistent with solutions approved by the LEA, who shall consult with affected persons and agencies, including the LEA, in determining appropriate solutions.
89. If any problems develop regarding slope stability, erosion control, surface water or related matters, as may be determined by the Director of Public Works, the operator shall engage an engineering geologist to prepare an investigation detailing the problem and possible solutions in a timely manner. The operator shall implement solutions as approved by the Director of Public Works.
90. There shall be no assignment, trade, sale, or any other creation of an interest by San Francisco solid waste exporters in their capacity at the Altamont Landfill to any other public agency or private party.
91. Prohibition on Rail Haul. The operation of the ALRRF shall not include any delivery of waste to the ALRRF by railroad.
92. Prohibition on Soil Mining. The operator shall not engage in the mining of soil on the ALRRF for sale or export outside the ALRRF site (including any such mining for sale or export that requires a surface mining permit).

93. Five Year Permit Compliance Reviews. Consistent with applicable provisions of the Alameda County Code, the County shall conduct a permit compliance review every five years to determine the compliance of the ALRRF with the provisions of this permit. The permit compliance reviews shall not include reconsideration or re-evaluation of the terms and conditions of this permit.
- 93.1 Notice and Hearing. The County shall provide ninety (90) day advance written notice to each of the Parties of any public hearings (the "Compliance Review Hearings") held by the County in conjunction with the County's Compliance review of the New Permit (the "Five Year Compliance Review"). The Planning Commission shall hear the Compliance Review Hearings. At least one Review Hearing for each Five Year Compliance Review shall take place in the evening in Livermore. The County shall publish notices of all Compliance Review Hearings at least 60 days prior to the earliest such hearing in major newspapers of general circulation in the County, including the Tri-Valley Herald, the Independent and the Valley Times. The operator's submittals and the relevant County staff reports that are intended to be considered at any Compliance Review Hearing shall be made available to the general public, and copies shall be provided to the cities of Livermore and Pleasanton, and representatives of the Sierra Club, the Northern California Recycling Association and Altamont Landowners Against Rural Mismanagement, or their designated representatives, at least forty-five (45) days prior to the public hearing. Any follow-up documentation, such as a response to or clarification of a public comment, shall be made available to the general public upon submittal to the County, or if prepared by the County, upon submittal to the Planning Commission. The County shall make copies of all such written materials publicly available at one or more locations in Livermore and in the City of Oakland.
- 93.2 Operator Submissions. In connection with each Five Year Compliance Review, the operator shall submit to the County (i) comprehensive information on the record of ALRRF's compliance with the terms and conditions of this permit, (ii) current data and information included in the required reports made pursuant to the California Integrated Waste Management Act, Public Resources Code Sections 40050 et. seq., in connection with review of the Solid Waste Facilities Permit for ALRRF, (iii) current data and information included in the required reports made to the RWQCB in connection with review of waste discharge requirements, (iv) current data and information included in the most recent existing air quality report and related monitoring reports for ALRRF.



- 93.3 Possible CEQA Review Due to Substantial Noncompliance. In the event the Board finds that there has been substantial noncompliance by the operator with any of the permit conditions during the five-year period under review, the County may, in addition to any other recourse the County may have, and provided that such action is allowed pursuant to Public Resources Code section 21166 and sections 15162 through 15164 of the CEQA Guidelines or any other applicable provisions of CEQA, require CEQA review of the non-complying operations prior to any approval of the continuation of such activities.
- 93.4 Possible CEQA Review Due to Substantial Changes or Significant New Information. Consistent with the provisions of CEQA, including Public Resources Code section 21166 and sections 15162 through 15164 of the CEQA Guidelines, the County shall require additional CEQA review if, and to the extent, the County finds, based on substantial evidence, that further CEQA review is required pursuant to the terms of Public Resources Code section 21166, and sections 15162 through 15164 of the CEQA Guidelines or any other applicable provisions of CEQA.
94. Augmented Board of Supervisors Permit Compliance Review Prior to Mid-Capacity Buildout Point. During that Five Year Compliance Review which is closest in time but prior to that date which the operator projects that fifty percent (50%) of the total approved capacity of the ALRRF expansion will be filled (the "Mid-Capacity Compliance Review"), the County shall conduct a more intensive review of ALRRF's compliance with this permit and based solely on that permit compliance review shall specifically review whether the operator should be allowed to continue operation of the ALRRF and fill the remaining fifty percent (50%) of the total approved capacity of ALRRF. In addition to the requirements for Five Year Reviews set forth in Condition No. 92 above, during the Mid-Capacity Review, the Board of Supervisors shall determine whether ALRRF may continue operations after fifty percent (50%) of ALRRF's total approved capacity has been filled based solely upon its determination that the following conditions have been met:
- (a) the operator has requested continued operation of ALRRF;
  - (b) ALRRF is in compliance with all the conditions of this permit; and
  - (c) there is a demonstrated need for continued operation of the ALRRF based upon consideration of the availability of other technologies or programs for source reduction, reuse or recycling, existing or projected contracts or franchise agreements for disposal of solid waste at the ALRRF, and the existence of a market for solid waste disposal in the area, provided that this Mid-Capacity Compliance Review may

not base any need finding upon the availability of space at any other solid waste landfills that do or could compete with the ALRRF.

Prior to any determination by the Board regarding the conditions described above, the Board shall hear and consider the recommendations made by the Planning Commission regarding appropriate findings for the conditions. The County shall hold at least one Review Hearing in connection with the Mid-Capacity Review and the necessary findings in Livermore.

At the same time that the Planning Commission and the Board consider the determinations set forth above, but not as a condition to continued operation of the ALRRF, the Planning Commission and the Board shall also consider whether the County should take, or recommend to other agencies or parties, any further actions to encourage or establish other technologies or programs for source reduction, reuse, and recycling.

95. Insurance for Environmental Damage. The operator currently carries insurance related to environmental impairment, corrective action for landfill releases, and landfill closure and post-closure costs in the amounts described in the certificates attached hereto as Exhibit "3." The operator shall continue to maintain insurance at the same coverage, and at any higher coverage required by applicable law and regulation, during the operation of ALRRF and, as required by applicable law and regulation, during the closure and post-closure periods.
96. Liner Technology Requirements. At the time each new cell within ALRRF is built, the operator shall comply with the existing then current regulatory requirements for the best available liner technology.
97. Davis Street Organics for Compost. The operator shall make available, for purchase at a reasonable price and use as compost material, organic material that is received at the Davis Street Transfer Station operated by the operator.
98. Monthly Reporting Protocols
  - 98.1 Solid Waste Disposal. The operator shall prepare and deliver to the County and to the Community Monitor monthly reports specifying the quantity, point of origin and material types of all solid waste disposed at ALRRF, including, without limitation, sludge, inert wastes and special wastes.
  - 98.2 Alternate Daily Cover. The operator shall prepare and deliver to the County and to the Community Monitor monthly reports setting forth the materials received at

ALRRF for use as alternative daily cover as allowed pursuant to State of California regulations governing such alternative daily cover, and such reports shall specify the type, source and quantity of the alternative daily cover materials received.

- 98.3 Standardized Truck Counts. The operator shall implement a standard means of counting all truck trips to the landfill each day, including separate counts of transfer trucks and counts of trucks other than transfer trucks. These daily truck trip counts shall be compiled into monthly reports to be delivered to the County and to the Community Monitor.
99. Limiting Use of Highway 84. The operator shall limit the use of that portion of State Highway 84 between Interstate 680 and Interstate 580 so that trucks which haul solid waste or other material to the ALRRF and which are subject to the operator's routing control shall not use that portion of State Highway 84. This provision shall not apply to trucks collecting solid waste or other material from local areas served by this portion of Highway 84. It is acknowledged that the operator does not have routing control over self-haul trucks.
100. City of Livermore Traffic Impact Fee. The operator will pay the City of Livermore Traffic Impact Fee per Chapter 12.30 of the Livermore Municipal Code within 30 days after the newly developed expansion landfill area first receives waste for disposal. For the purposes of computing this fee, (a) every large truck will count as the equivalent of three vehicles, (b) the project will be assumed to generate 50 additional truck trips during the peak hour, and (c) the payment will be based upon the per trip fee in effect at the time the payment is made. The operator shall not be required to pay more than once for any roadway improvement within the City of Livermore. Accordingly, the operator will be given a credit or refund for any portion of the City of Livermore Traffic Impact Fee for which the City of Livermore receives payment or in kind services for roadway improvements within the City, which are paid by the operator directly or through other fees imposed by this permit (including the Alameda County Cumulative Traffic Mitigation Fee or the Alameda County Public Works Traffic Impact Fee or pursuant to any other condition of this permit).
101. Distribution of Litter Control Literature. On an ongoing basis, ALRRF shall distribute informational flyers regarding litter control to customers as a reminder of the ALRRF's obligation to the environment and community. ALRRF shall also fund litter control on an additional portion of Interstate 580 in the vicinity of the landfill through the "Adopt a Highway" Program.

102. RWQCB Concurrence Regarding Bethany Reservoir. The operator shall request that the RWQCB's review of the landfill expansion include that Board's concurrence that ALRRF is designed to ensure that there is no drainage of landfill leachate to the Bethany Reservoir.
103. County Fees.
- 103.1 The operator shall pay the following fees on all solid waste deposited at the ALRRF to the Planning Department to help cover the Department's costs in administering its Waste Management Program:
- 103.1.1 \$.0075 per ton to pay for that proportion of the Planning Department's Waste Management Program attributable to the project. Collection of this existing fee shall continue except as provided below. In approximately one year from the effective date of this permit, the Planning Department will decide whether this fee should continue to be collected considering whether the same fee has been retroactively applied to the Vasco Road Sanitary Landfill through its Conditional Use Permit. No public hearing will be required for this decision.
- 103.1.2 \$.01 per ton to pay that proportion of the Planning Department's Transportation Planning & Management Program attributable to the project. Payment shall begin concurrently with Planning Department action on the Conditional Use Permit for the Vasco Road Sanitary Landfill.
- The fees required by Conditions 103.1.1 and 103.1.2 shall be paid into a designated account on either a monthly or quarterly basis. The tonnage on which these fees are based shall be the total tonnage of solid waste deposited at the ALRRF during the previous quarter. The amount of surcharge shall be adjusted annually to account for inflation, in a proportion equal to the Manufacturing Index Value in the Engineering News Record.
- 103.2 The operator shall pay twenty-five cents (\$0.25) per ton as a host community fee for all solid waste disposed at the ALRRF during current operations and the expansion authorized by this permit. This fee shall be collected on every ton of waste disposed at the ALRRF throughout the life of the landfill facility. Beginning in January 2001, and each January thereafter, this fee shall be adjusted to reflect the change in the Consumer Price Index (CPI) for the most recent 12-month period for all urban

consumer items in San Francisco, Oakland and San Jose as published by the U.S. Department of Labor Bureau of Labor Statistics.

- 103.3 The operator shall pay an additional one dollar (\$1.00) per ton as an additional host community fee for all solid waste disposed at the ALRRF during current operations and the expansion authorized by this permit. This fee shall be collected on every ton of waste disposed at the ALRRF beginning immediately and continuing throughout the life of the landfill facility. Beginning in January 2001, and each January thereafter, this fee shall be adjusted to reflect the change in the Consumer Price Index (CPI) for the most recent 12-month period for all urban consumer items in San Francisco, Oakland and San Jose as published by the U.S. Department of Labor Bureau of Labor Statistics. For the adjustment in January 2001, the fee shall be adjusted to reflect the change in the aforementioned CPI dating back to the effective date of this permit.
- 103.4 With respect to non-franchise waste disposed at the ALRRF, the fees imposed pursuant to Conditions No. 103.2 and 103.3 shall be collected by the operator at the time of waste disposal. The fees payable for non-franchise waste deposited during each calendar quarter shall be paid to the County within 30 days following the close of each calendar quarter. With respect to franchise solid waste disposed at the ALRRF:
- (a) the fees imposed pursuant to Condition No. 103.2 shall be collected by the operator at the same time that regular franchise disposal fees are paid for the solid waste disposed at the ALRRF, and the fees payable for waste deposited during each calendar quarter shall be paid to the County within 30 days following the close of each calendar quarter, regardless whether the fees imposed in Condition No. 103.2 have been collected by the operator; and
  - (b) the fees imposed pursuant to Condition No. 103.3 shall be collected by the operator and payable at the time and only to the extent that these fees are included in the franchise rate base for solid waste. As the fees imposed pursuant to Condition No. 103.3 are included in the franchise rate base for solid waste, such fees shall be collected by the operator at the same time that regular franchise disposal fees are paid for the solid waste disposed at the ALRRF, and the fees payable for waste deposited during each calendar quarter shall be paid to the County within 30 days following the close of each calendar quarter regardless of whether the fees imposed in Condition No. 103.3 have been collected by the operator (but provided such fees are only

payable when and to the extent the operator and the party paying the fee have agreed that the fees are included in the franchise rate base).

The operator shall take all actions necessary to ensure that these fees are included in the franchise rate base for each franchisor or each jurisdiction which disposes of franchise solid waste at the ALRRF at the earliest possible date allowable under each franchise agreement or other agreement providing for disposal of franchise solid waste at the ALRRF. If any franchisor or other party to such an agreement fails to take diligent steps to include these fees in the franchise rate base, the operator, at its expense, shall initiate and diligently pursue litigation no later than twelve (12) months following the effective date of this permit to enforce payment of the fees, including recovery of all unpaid fees retroactive to the effective date of this permit; the County shall join as a co-plaintiff in any such action. The operator shall report to the Board of Supervisors and to the County Counsel regarding collection and payment of these fees bimonthly for twelve (12) months following the effective date of this permit, and annually thereafter. The operator shall not enter into any new or amended franchise agreement or other agreement providing for disposal of franchise solid waste at the ALRRF, or extend an existing agreement, if the new or amended agreement or extension omits the fees set forth in Conditions No. 103.2 and 103.3. In the event that these fees are judicially determined in whole or in part to be unenforceable against a franchisor, the operator shall cooperate with the County in any modification of these fees necessary to make them enforceable.

As stated in Conditions No. 103.2 and 103.3, the fees imposed by those conditions apply to all solid waste disposed at the ALRRF during current operations and the expansion authorized by this permit. The reference to "franchise solid waste" in this Condition No. 103.4 refers to all solid waste that is deposited at the ALRRF pursuant to a franchise agreement or other agreement or arrangement whereby solid waste from a jurisdiction is disposed at the ALRRF whether or not that other agreement or arrangement is formally labeled a "franchise" or "franchise agreement". Jurisdictions currently disposing "franchise solid waste" at the ALRRF include a number of cities and districts within Alameda County as well as the City and County of San Francisco.

- 103.5 The fees imposed by Conditions No 103.2 and 103.3 shall be distributed as provided in the Settlement Agreement Between and Among 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.
- 103.6 Following each calendar quarter, the operator shall submit to the County a report specifying the amount of fees paid during such calendar quarter by the operator, including the fees specified in Conditions No. 102.2 and 102.3.
104. Expiration of this Conditional Use Permit shall coincide with facility closure and thirty-year postclosure maintenance and monitoring requirements as established under CCR Title 23 (Subtitle D) or other successor regulations.
105. Pursuant to Section 17.52.050 of the Alameda County Zoning Ordinance this Conditional Use Permit shall be implemented according to the schedule described in the project's description. If the project is not substantially implemented within a term of three (3) years following the aforementioned schedule, it shall be of no force or effect.
106. This Conditional Use Permit shall remain revocable for cause in accordance with Section 17.54.030 of the Alameda County Zoning Ordinance.

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Community Monitor Committee ("Committee"), \_\_\_\_\_, and \_\_\_\_\_ ("Consultant"),{a/an} {list consultant's state of registration here} {identify type of entity here} eg: a California corporation, a sole proprietorship, etc.

### RECITALS

A. The Committee was established by a Settlement Agreement, effective December 5, 1999, ("Settlement Agreement") entered into by and 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. ("WMAC"). As required by Section 5.1 of the Settlement Agreement, the Committee consists of four (4) voting members and is comprised of one member from the City of Livermore, City of Pleasanton, Sierra Club, and the Northern California Recycling Association respectively.

B. The City of Livermore provides staff support to the Committee and, pursuant to a letter agreement dated July 6, 2004, a copy of which is attached hereto as Exhibit "C", the City of Livermore acts as the financial agent for the Committee.

C. The Settlement Agreement contemplates the hiring of a Community Monitor, which is a technical expert, 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 environmental and technical issues relating to the operation of the ALRRF.

D. The Committee requires professional services to perform the duties of Community Monitor. Under Section 5.1.2 of the Settlement Agreement, 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 (as those terms are defined in the Settlement Agreement).

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

### AGREEMENT

**NOW, THEREFORE,** the 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 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 the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

(1) Provide technical expertise to monitor ALRRF compliance with environmental laws and regulations; and

(2) Advise the public and the Cities of Livermore and Pleasanton about environmental and technical issues relating to the operation of the ALRRF.

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, Interim Public Works Director for the City of Livermore ("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;

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

(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the Committee, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## **5. Compensation and Payment.**

(a) The total compensation payable by the Committee to Consultant for the Services **SHALL NOT EXCEED** the sum of \$\_\_\_\_\_ ("not-to-exceed amount"). Committee shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses 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, and 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 Agreement shall not exceed \$XXX. The total of all invoices for work conducted in subsequent years of the work shall not exceed \$XXX times the Consumer price index (CPI) for the previous year for the cities of San Francisco-Oakland-San Jose as published by the U.S. Department Of Labor, Bureau Of Labor Statistics.

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 \$80,000 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 its designated representative) shall pay Consultant no later than thirty (30) days after Committee receives a written invoice from Consultant and verifies the Services were performed for the payment requested. The City of Livermore agrees to forward the invoice to the WMAC ALRRF in a timely manner. Upon receipt of the invoice, WMAC, will reimburse the City of Livermore in a timely manner. The Consultant agrees that in the event of non-payment of any invoice by WMAC, the Consultant will not seek payment from the Committee or signatory to the Settlement Agreement other than WMAC.

**6. Term.** The term of this Agreement commences on January 1, 2025, and terminates upon the completion of the Services or December 31, 2027, with the allowance for one (1) three-year extension upon the unanimous approval from the Committee at a Community Monitor Committee meeting.

7. **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 then 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. The Committee shall forward the Consultant's final invoice to WMAC for payment.

8. **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.

9. **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.

10. **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.

11. **Defense, Indemnity, and Hold Harmless.** To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the Committee or otherwise acceptable to the Committee, the Committee, and the signatories of the Altamont Settlement Agreement, and its elected and appointed officials, officers, directors, employees, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of Committee. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the Committee.

- (a) **Modification for Construction Contracts.** To the extent this Agreement is a “construction contract” covered by California Civil Code section 2782, then Consultant’s duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.
- (b) **Modification for Design Professional Services.** To the extent this Agreement is for “design professional services” defined in California Civil Code section 2782.8, then Consultant’s duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

**12. 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.

**13. 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.

**14. 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.

**15. Conflict of Interest.** Consultant represents that no Committee Member 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 Committee Member 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 Committee Members 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. Consultant represents that it has not performed any work as a past or current employee or contractor of WMAC or its parent company (Waste Management, Inc.).

**16. Economic Disclosure.** Consultant shall comply with the Political Reform Act and 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.

**17. 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.

**18. 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.

**19. 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 arising from this Agreement, the Consultant must present a written claim to Committee

**20. 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, the language in the body of the Agreement controls.

**21. 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 the Committee can be used in place of the original for all purposes with the same effect as if it was the original.

**22. 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 CITY:                      Attention: Community Monitor Committee  
                                     c/o City of Livermore  
                                     Attn: Judy Erlandson  
                                     City of Livermore  
                                     3500 Robertson Park Road  
                                     Livermore, California 94550

TO CONSULTANT:      Attention: Name, Title  
                                     Company Name  
                                     Address 1  
                                     Address 2

**23. 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.

**24. 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.

**25. Survival.** The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

**26. Electronic Signatures.** By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**27. Counterparts.** This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

\*\*\*\*\*

### **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.

**CONSULTANT:**

**Dated:**

\_\_\_\_\_  
Name  
Title

**COMMUNITY MONITOR COMMITTEE**

**Dated:**

\_\_\_\_\_  
Ben Barrientos, City of Livermore  
1052 South Livermore Avenue  
Livermore, CA 94550

**Dated:**

\_\_\_\_\_  
Jeff Nibert, City of Pleasanton  
123 Main Street  
Pleasanton, CA 94566

**Dated:**

\_\_\_\_\_  
Alexandra Hoffman-Bradley, Northern  
California Recycling Association  
PO Box 5581  
Berkeley, CA 94705

**Dated:**

\_\_\_\_\_  
Donna Cabanne, Sierra Club  
  
Livermore, CA 94550



Approval of the Agreement, made by the Committee on \_\_\_\_\_, as shown in the minutes of that meeting, as to form.

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy/Assistant/City Attorney  
City of Livermore

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Pleasanton

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

I, \_\_\_\_\_, City Manager of the City of Livermore, affirm the City of Livermore has agreed to manage funds for the Community Monitor Committee as shown in the letter agreement dated July 6, 2004, attached as Exhibit "C" to this Agreement

Dated:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy/Assistant/City Attorney

Attachments:

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

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

THIS FORM IS TO BE  
COMPLETED BY CITY STAFF  
ONLY

**CITY OF LIVERMORE  
DETERMINATION OF CONFLICT OF INTEREST  
REPORTING FOR CONSULTANTS**

Consultant Name (include name of specific person doing work if known).

--

Contract/Project Title.

--

Brief Description of work to be done, or final product, and how it will be used.

--

Is the Consultant making, participating in making, or influencing a governmental decision?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the Consultant performing work that could or would be done by an employee identified in the City of Livermore Conflict of Interest Code?	Yes <input type="checkbox"/> No <input type="checkbox"/> If YES, please identify the title for the designated employee:

Completed by Department Head

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

.....  
City Attorney Determination:

Disclosure: ☐ None ☐ Category 1 ☐ Category 2 ☐ Category 3 ☐ Category 4

Name and address of each individual subject to reporting requirements:

--

Comments:

--

Deputy/Assistant/City Attorney

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### **Minimum Scope and Limits of Insurance**

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:  
**\$2,000,000** per occurrence/**\$4,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance 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. Workers' Compensation and Employer's Liability:  
Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."
4. Professional Liability/Errors and Omissions:  
**\$1,000,000** per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

#### **Deductibles and Self-Insured Retention**

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, 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 and the City of Pleasanton, their officers, officials,

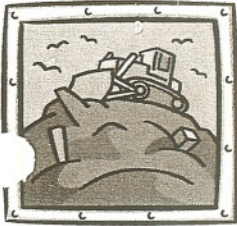
employees, and designated volunteers, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore and to the City of Pleasanton, their officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
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 and to the City of Pleasanton, their officers, officials, employees, or volunteers.
4. The Consultant's/Contractor'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 before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550 and City of Pleasanton, P.O. Box 520, Pleasanton, CA 94566.

### **Verification of Coverage**

Consultant/Contractor shall furnish 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 and certified copies of all insurance policies required by this Agreement.





# COMMUNITY MONITOR COMMITTEE

## *Altamont Settlement Agreement*

*David Darlington*  
*Chair*  
*City of Livermore*

*Matt Morrison*  
*Vice-Chair*  
*Sierra Club*

*John Hanscom*  
*Member*  
*NCRA*

*Mark Wilson*  
*Member*  
*City of Pleasanton*

*Jacque Delgadillo*  
*Liaison*

July 6, 2004

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

Re: Managing Funds for the Community Monitor Committee

Dear Ms. Barton:

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

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.

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

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

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



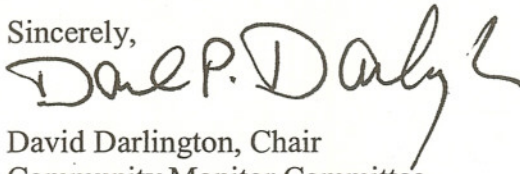
Committee and to Waste Management. Waste Management must pay these invoices to the Committee within 45 days of receipt. (Section 5.3.1) And, presumably, the Committee then pays the Community Monitor. The Committee may also be receiving monies from Waste Management as reimbursement for its own reasonable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

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

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

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

Sincerely,



David Darlington, Chair  
Community Monitor Committee

(Based upon Committee vote taken May 25, 2004)

Attachment:

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

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



Linda Barton, City Manager

1-12-04

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



**RESOLUTION NO. 13-09 - AT MEETING HELD MARCH 18, 2013**

**RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF ALAMEDA  
APPROVING THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION  
FOR PROPOSED CONDITIONAL USE PERMIT PLN2010-00041,  
ALTAMONT LANDFILL and RESOURCE RECOVERY FACILITY (ALRRF) –  
MATERIALS RECOVERY FACILITY COMPLEX, RECLAIMABLE ANAEROBIC  
COMPOSTER SYSTEM AND AERATED STATIC PILE COMPOSTING  
("PROJECT");  
MAKING FINDINGS CONCERNING ENVIRONMENTAL REVIEW AND  
MITIGATION MEASURES;  
ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM; AND  
APPROVING, WITH CONDITIONS, THE PROPOSED PROJECT**

**Introduced by Commissioner Ratto  
Seconded by Commissioner Imhof**

**WHEREAS** Waste Management of Alameda County, Incorporated (WMAC) operates a waste management facility, the Altamont Landfill and Resource Recovery Facility (ALRRF), located at 10840 Altamont Pass Road, under Conditional Use Permit C-5512 and various other subordinate Conditional Use Permits, for specific waste management activities on a site occupying several parcels of land (Assessor's Parcel Numbers 99B-6275-001 -01, 02 & 03) located in the Altamont Pass Area north of I-580 and Altamont Pass Road, east of Dyer Road in unincorporated Alameda County, northeast of the City of Livermore, comprising a total of approximately 2,170 acres of land owned by the WMAC, and this facility has been in operation in some form since 1976 under various successive Conditional Use Permits; and

**WHEREAS**, pursuant to applicable provisions of the Alameda County Zoning Ordinance, on March 30, 2010, WMAC submitted to the Alameda County Community Development Agency an application for a Conditional Use Permit PLN2010-00041 to expand and modify the existing waste management operations at ALRRF by including, within the existing landfill footprint, three new operations: Materials Recovery Facility Complex (MRF); a Reclaimable Anaerobic Composter System; and an Aerated Static Pile Composting System (collectively the "Project" or the "Altamont Recycling and Composting Facility"); and this application was determined to be complete in accordance with the Alameda County Zoning Ordinance and applicable Planning Department requirements; and

**WHEREAS** the County of Alameda ("County") is the lead agency for preparing the environmental review for the Project pursuant to the California Environmental Quality Act ("CEQA") and for Project approval; and

**WHEREAS** the County prepared the *Draft Initial Study / Mitigated Negative Declaration ("IS/MND") for the Altamont Recycling and Composting Facility Conditional Use Permit* in accordance with Public Resources Code Section 21000 et seq. and CEQA Guidelines Section 15000 et seq.; and

**WHEREAS**, on July 11, 2011, the County issued a combined Notice of Completion and Notice of Intent to Adopt of an Initial Study / Mitigated Negative Declaration (“IS/MND”) for the Altamont Recycling and Composting Facility Conditional Use Permit, which was mailed to all Responsible and affected agencies pursuant to Public Resources Code Section 21092 and CEQA Guidelines Section 15072; and

**WHEREAS**, on July 11, 2011, the County provided notice regarding the availability of the Draft and distributed copies of the Draft IS/MND to public agencies which have jurisdiction by law with respect to the Project and to other interested persons and agencies and sought the comments of such persons and agencies; and

**WHEREAS** notice inviting comments on the Draft IS/MND was given in compliance with CEQA Guidelines Section 15072; and

**WHEREAS**, on August 12, 2011 the 30-day public comment period for the Draft IS/MND ended, but comments were still accepted beyond that date; and

**WHEREAS** written and oral comments to the Draft IS/MND were received, and responses to those comments prepared in the form of discussion in the Planning Commission Staff Analysis for the Project and IS/MND; and

**WHEREAS**, prior to approving this resolution and recommending action on the Project, the Planning Commission independently reviewed and analyzed the IS/MND and considered the information contained therein and all comments, written and oral, received prior to and during the public hearing on the IS/MND; and

**WHEREAS** the Planning Commission considered the IS/MND prepared for the Project, staff reports pertaining to the IS/MND, and all evidence received at the duly noticed public hearing. All of these documents and evidence are herein incorporated by reference into this Resolution; and

**WHEREAS** the IS/MND identifies certain potentially significant adverse environmental impacts and recommends certain mitigation measures regarding such effects; and

**WHEREAS** the County is required whenever possible, pursuant to CEQA, to adopt all feasible mitigation measures and feasible project alternatives that can substantially lessen or avoid any significant environmental effects; and

**WHEREAS** the IS/MND and responses to comments in the Staff Analysis reflects the County’s independent judgment and analysis of the potential for environmental impacts and constitute the Final Initial Study and Mitigated Negative Declaration for the Project; and

**WHEREAS** notice of public hearing was given as required by law, and the Alameda County Planning Commission held a public hearing on the EIR and the Project on March 18, 2013 at 224 West Winton Avenue, Hayward, California; and

**WHEREAS** the comments and testimony submitted in writing and at the public hearing, the analysis by County staff, and other items in the public record have been considered by the Commission prior to the actions by this Commission as set forth in this Resolution; and

**WHEREAS** prior to the actions by this Commission set forth in this Resolution, this Commission reviewed and considered the proposed Project, the IS/MND prepared by the County's environmental consultant and all comments thereon and responses to such comments, and the proposed Mitigation Monitoring and Reporting Program for the environmental mitigation measures, in accordance with the provisions of CEQA and the County's environmental review guidelines; and

**WHEREAS** this Commission finds that that changes or alterations have been required in, or incorporated into the Project which would avoid or mitigate to the maximum extent feasible and to less than significant levels those potential significant environmental effects of the Project as identified in the IS/MND; and

**WHEREAS** this Commission further finds that the proposed Altamont Recycling and Composting Facility are the public interest for the reasons that it maximizes recovery of various recyclable, reusable and compostable wastes that might otherwise be discarded, enables co-locating of recycling activities with landfill activities at the common point of receipt for most waste types, and serves to reduce vehicle miles travelled for delivery of some compostable wastes to processing locations; and

**WHEREAS** this Commission further finds that, based upon this Commission's review of the proposed Project, the EIR, the staff analysis and other items in the public record and other findings set forth in this Resolution, the Altamont Recycling and Composting Facility is consistent and complies with and conforms to the requirements of:

1. Applicable policies of the Alameda County General Plan and the East County Area Plan; and
2. The Alameda County Zoning Ordinance; and
3. The protection of the public health, safety and welfare; and

**WHEREAS** this Commission further makes the following findings as required by the Alameda County Zoning Ordinance pertaining to Conditional Use Permits:

1. **Is this use required by the public need?** Yes. The project will reduce the amount tonnage in the waste stream, will support Assembly Bill 32 (AB 32), the Global Warming

Solutions Act of 2006, greenhouse gas reduction measures related to the use of anaerobic digestion and help reach the County's stated goal of reaching a waste diversion goal of 75 percent, and the goals of the Community Climate Action Plan.

2. **Will the use be properly related to other land uses and transportation and service facilities in the vicinity?** Yes. The use is properly related to other land uses and transportation and service facilities in the vicinity. The proposal would be adjacent on all sides to existing waste management activities and to sparsely populated rural and open space lands beyond that. Adequate access and service facilities are available to sustain the project.
3. **Will the use, if permitted, under all circumstances and conditions of this particular case, materially affect adversely the health or safety of persons residing or working in the vicinity, or be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood?** No. If recommended mitigation measures, permit conditions and performance standards are implemented as conditioned herein, the use would not adversely affect the health or safety of persons residing or working in the vicinity, or be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood adjacent properties. The Mitigated Negative Declaration, prepared by CH2M HILL, addresses and mitigates concerns regarding air quality, water quality, biological and traffic concerns.
4. **Will the use be contrary to the character or performance standards established for the District in which it is to be considered?** No. The use will be consistent with the character and performance standards established for the Agricultural District and Resource Management lands, and will include conditions and mitigation measures to avoid environmental impacts and other tangible and intangible adverse effects to the character of the area.

**WHEREAS** this Commission further finds that certain conditions of approval are necessary for maintenance of the public health and safety and are a necessary prerequisite to safe and orderly construction and operational activities on the Project site;

**NOW, THEREFORE:**

**BE IT RESOLVED** that this Planning Commission does hereby certify that the IS/MND has been completed in accordance with CEQA, has been presented to and reviewed by this Planning Commission prior to the Commission's decision on the Project, and reflects the County's independent judgment and analysis; and does hereby adopt the proposed Mitigation Monitoring and Reporting Program (MMRP) as the valid environmental review for this Project; and

**BE IT FURTHER RESOLVED** that this Planning Commission does hereby approve the Altamont Recycling and Composting Facility as proposed in WMAC's Application for the

Project dated March 30, 2010, subject to the conditions of approval hereinafter set forth in Attachment A, which include the incorporation of environmental mitigation measures as identified in the EIR and responses to comments on the IS/MND; and

**BE IT FURTHER RESOLVED** that the facts, findings and other information set forth in the recitals portion of this Resolution, the Application, the Draft IS/MND, the responses to the comments as contained in the Staff Analysis, and the staff analysis overall for this Project are hereby incorporated herein by this reference and adopted by this Planning Commission as findings in support of its actions set forth in this Resolution; and

**BE IT FURTHER RESOLVED** that the above stated Conditions of Approval to the Altamont Recycling and Composting Facility Permit PLN2010-00041 are set forth in **Attachment A** to this Resolution, and are consistent with all existing Conditions of Approval for existing approved Conditional Use Permit C-5512 and others governing activities at the ALRRF; and

**BE IT FURTHER RESOLVED** that the approved Mitigation Monitoring and Reporting Program for this Project is set forth in Attachment B to this Resolution; and

**BE IT FURTHER RESOLVED** that this Planning Commission does hereby direct County staff to promptly file an appropriate Notice of Determination with the County Clerk.

**ADOPTED BY THE FOLLOWING VOTE:**

**AYES: Imhof, Moore, Ratto, Ready, Rhodes**

**NOE:**

**EXCUSED: Jacob, Loisel**

**ABSENT:**

**ABSTAINED:**

---

**Albert Lopez**, Secretary to the County Planning Commission of Alameda County

## **ATTACHMENT A**

### **ALAMEDA COUNTY PLANNING COMMISSION – RESOLUTION 13-09, MARCH 18, 2013 COMPLETE CONDITIONS OF APPROVAL FOR PLN2010-00041, ALTAMONT RECYCLING AND COMPOSTING FACILITY**

#### **Conditions of Approval - Conditional Use Permit PLN 2010-00041**

This permit authorizes the Altamont Landfill and Resource Recovery Facility (ALRRF) to develop three recycling and composting facilities for waste diversion and resource recovery subject to plans marked “Exhibit A”. Conditions include the June, 2011 Mitigated Negative Declaration Mitigation Measures, “Exhibit B”.

1. Minor changes or additions to permit conditions stated herein or the approved site plan may be authorized by the Planning Director subject to a determination that any proposed change or addition is found to be in substantial compliance with the original approved permit conditions or site plan.
2. Owner or successor shall defend, indemnify, and hold harmless Alameda County or its agents, officers, and employees from any claim, action, or proceeding against Alameda County or its agents, officers, and employees to attack, set aside, void, or annul Conditional Use Permit, PLN 2010-00041 or any subsequent Conditional Use Permit, or any combination thereof. Such indemnification shall include, but not limited to, an awards of costs and attorney’s fees incurred by Alameda County in its defense. The County shall promptly notify owner or successor of any challenge.
3. Secure approval from the Director of Public Works of all easements for drainage facilities or drainage releases located off site, if any.
4. Maintain compliance with the requirements of the following agencies:
  - a) Building Inspection Department
  - b) Clean Water Program
  - c) Alameda County Fire Department
  - d) Environmental Health Department
  - e) Bay Area Air Quality Management District (BAAQMD)
  - f) Alameda County Waste Management Authority (Stopwaste.org)
  - g) State Department of Resources Recycling and Recovery
  - h) California Department of Transportation
5. The Applicant shall design all new lighting to be sensitive to neighboring land uses and minimizes energy use. This will include designing area lighting so as to evenly illuminate areas of concern, but so as not to intrude upon private areas any more than necessary. Public areas not essential to security should be illuminated only when necessary for occupation by use of timers or motion detector circuits. New lighting shall be designed so that night lighting does not illuminate neighboring properties, does not radiate above the horizontal (i.e. is angled downward), and is shielded to illuminate only areas of concern.

## **ATTACHMENT A**

### **ALAMEDA COUNTY PLANNING COMMISSION – RESOLUTION 13-09, MARCH 18, 2013 COMPLETE CONDITIONS OF APPROVAL FOR PLN2010-00041, ALTAMONT RECYCLING AND COMPOSTING FACILITY**

6. In the event that cultural or archaeological resources, including human remains, are encountered during trenching for utilities or other grading activities, excavation or disturbance of the site or portions expected to overlie the resources (to the satisfaction of the Planning Director) shall cease until the following procedures are completed:
  - The Alameda County Coroner shall be contacted to determine if cause of death must be investigated, and if determined to be of Native American origin, the Coroner shall contact the California Native American Heritage Commission, who shall in turn notify the most likely descendants, as designated by the Commission.
  - If such remains are identified as Native American in origin, the most likely descendants designated by the Commission shall make recommendations to the landowner or contractor for means of treating or disposing of the remains, and associated grave goods, in an appropriate, dignified manner. If the Commission is unable to ascertain the identity of the most likely descendants, the descendent does not make a recommendation, or following mediation by the Commission of a disagreement on procedures between the landowner and the most likely descendant(s), the landowner or their representative shall rebury the remains and any associated grave goods with appropriate dignity on the property in a location not subject to further surface disruption.
  - In the event that other cultural resources are located on the site, the contractor shall contact a qualified archaeologist to inspect the site. If the archaeologist determines that potentially significant archaeological materials or human remains are encountered, the archaeologist must record, recover, retrieve, rebury and/or remove appropriate archaeological materials.
  - The archaeologist must study any archaeological resources found onsite and publish data concerning these resources, and shall provide a copy of documentation of all recovered data and materials found on-site to the regional information center of the California Archaeological Inventory (CAI) for inclusion in the permanent archives, and another copy shall accompany any recorded archaeological materials and data.
  - Monitoring for these measures must be performed by the applicant on a continual basis during site disturbance activities. At the completion of work, the applicant shall submit a summary of findings to the Planning Director for review and for the final record.

## **ATTACHMENT A**

### **ALAMEDA COUNTY PLANNING COMMISSION – RESOLUTION 13-09, MARCH 18, 2013 COMPLETE CONDITIONS OF APPROVAL FOR PLN2010-00041, ALTAMONT RECYCLING AND COMPOSTING FACILITY**

7. The applicant and/or contractor shall use the procedures and design criteria consistent with the requirements of the most currently applicable Uniform Building Code (UBC), and subject to approval by the Building Inspection and Grading Departments of the Alameda County Public Works Agency. The UBC provides specific design criteria for sites that match certain criteria, such as seismic zone, soil profile, and proximity to active faults.
8. All grading not previously approved as part of the landfill shall be permitted on the site only after a grading plan and erosion and sedimentation control plan have been reviewed by the County Grading Inspector and a grading permit is issued in accordance with the Alameda County Grading Ordinance.
9. A soils report shall accompany the grading permit application in accordance with the provisions of Chapter 15.36.320 of the Alameda County Grading Erosions and Sediment Control ordinance, unless otherwise specified by the Grading Inspector.
10. During construction activity the applicant shall:
  - Only clear land which will be actively under construction in the near term (e.g., within the next 6-12 months), minimize new land disturbance during the rainy season, and avoid clearing and disturbing sensitive areas (e.g., steep slopes and natural watercourses) and other areas where site improvements will not be constructed.
  - Provide temporary stabilization of disturbed soils whenever active construction is not occurring on a portion of the site through water spraying or application of dust suppressants, and gravel covering of high-traffic areas.
  - Provide permanent stabilization during finish grade and landscape the project site.
  - Delineate the project site perimeter to prevent disturbing areas outside the project limits.
  - Divert upstream run-on safely around or through the construction.
  - Runoff from the project site should be free of excessive sediment and other constituents.
  - Control tracking at points of ingress to and egress from the project site.
  - Retain sediment-laden waters from disturbed, active areas within the project site.
  - Perform activities in a manner to keep potential pollutants from coming into contact with stormwater or being transported off site to eliminate or avoid exposure.
  - Store construction, building, and waste materials in designated areas, protected from rainfall and contact with stormwater runoff. Dispose of all construction waste in designated areas, and keep stormwater from flowing onto or off these areas. Prevent spills and clean up spilled materials.



## **ATTACHMENT A**

### **ALAMEDA COUNTY PLANNING COMMISSION – RESOLUTION 13-09, MARCH 18, 2013 COMPLETE CONDITIONS OF APPROVAL FOR PLN2010-00041, ALTAMONT RECYCLING AND COMPOSTING FACILITY**

11. The applicant shall comply with Alameda Countywide NPDES Municipal Stormwater Permit C.3 Provisions. The project sponsor shall demonstrate compliance with the countywide NPDES permit requirements by preparing a detailed Stormwater Management Plan (SMP), incorporating the most appropriate post-construction source control measures into the project design. The Stormwater Management Plan shall be prepared during County's review of project engineering design and shall incorporate the required post-construction (permanent) stormwater quality controls. The SMP should include, but is not limited to demonstration of the following: The proposed finished grade; The storm drainage system including all inlets, pipes, catch basins, overland flows, outlets and water flow directions; The permanent stormwater treatment system (soil and landscape-based treatment facilities, filters and separators), including all design details; Design details of all source control measures (preventing contact between stormwater and potential sources of pollution) and site design measures (reductions in flow from impervious surfaces) to be implemented; Calculations demonstrating that stormwater treatment measures are hydraulically sized as specified by the County's stormwater permit; and An Operations and Management Plan to ensure continued effectiveness of structural BMPs and implementation of non-structural BMPs.
12. During project construction, the operation of heavy equipment shall be limited to the hours specified by the Alameda County Building Department to minimize potential disturbance of adjacent residents.
13. All construction equipment operated at the project site shall be equipped with manufacturer's standard noise control devices (i.e. mufflers, lagging, and/or engine enclosures). Equipment and trucks used for project construction shall utilize the best available noise control techniques (improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuated shields).
14. Where and when applicable, equipment used for project construction shall have hydraulically or electrically powered impact tools (e.g. jack hammers, pavement breakers, and rock drills) whenever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed air exhaust would be used. This muffler can lower noise levels from the exhaust up to about 10 dBA. External jackets on the tools themselves would be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures shall be used such as drilling rather than impact equipment, whenever feasible.
15. **Air Quality:**
  - All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day during active use of these operations areas.

## **ATTACHMENT A**

### **ALAMEDA COUNTY PLANNING COMMISSION – RESOLUTION 13-09, MARCH 18, 2013 COMPLETE CONDITIONS OF APPROVAL FOR PLN2010-00041, ALTAMONT RECYCLING AND COMPOSTING FACILITY**

- All haul trucks transporting soil, sand, or other loose material offsite shall be covered.
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to a maximum of 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of CCR). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
- Continuation of existing dust control measures listed in the ALRRF Title V permit and facility dust control plan for paved and unpaved roads.

**16. Biological Resources:** To avoid impacts to any nesting birds, ground disturbing activities would be scheduled outside of the breeding season (January 1 – August 31). If construction cannot be avoided during this period, a qualified biologist would conduct a survey for nesting birds no more than fourteen days prior to the start of ground disturbing activities. If no nests are present, the project activities can take place; however, if active nests are detected, the California Department of Fish and Game (CDFG) should be contacted to determine an appropriate course of action. Typically, the appropriate response may involve the establishment of a protective buffer around the nest. These protective buffers could be 50-foot to 90-foot in radius for passerine and non-passerine nests; 250-foot radius for burrowing owls; and between 200- and 500-foot radius for raptor nests.

- Active nests should be monitored by a qualified biologist to determine when the young have fledged and are feeding on their own. The California Department of Fish and Game should be consulted for clearance before construction activities resume.

## **ATTACHMENT A**

### **ALAMEDA COUNTY PLANNING COMMISSION – RESOLUTION 13-09, MARCH 18, 2013 COMPLETE CONDITIONS OF APPROVAL FOR PLN2010-00041, ALTAMONT RECYCLING AND COMPOSTING FACILITY**

**17.** The following additional measures shall be enacted by the applicant to help protect biological resources:

- Protective barrier fencing shall be erected along any portion of grading or construction sites that border undisturbed lands.
- A biological monitor shall be present at project start-up to deliver a Worker Environmental Awareness Training (WEAT) to onsite construction workers. Printed WEAT materials, which would be stored onsite, would include photographs and descriptions of potentially occurring sensitive species that could be encountered during construction.
- A biological site monitor would be available on an on-call basis in the event that a sensitive species is encountered during construction. If a listed species is observed, it will not be physically removed from the site under any circumstances. The listed species individual will be allowed to leave the site under its own power or an appropriate response will be developed between the operator / client, the biological monitor and the regulatory agencies, as appropriate.

**18. Hydrology and Water Quality:** The applicant will incorporate a sedimentation basin into the project design in places where peak discharges would increase substantially.

**19. Transportation:** To reduce the number of vehicle trips during the AM peak hour, a ridesharing plan to promote carpooling among employees will be implemented by the project owner, subject to the approval of the Planning Director.

**20.** Traffic impact fees, if any, should be paid at the time of building permit approval and should be adjusted to recognize the level of waste receipt current at the time of the building permit; the associated traffic with that level of waste receipt; and the difference between the predicted traffic for the entire site (equal to current actual traffic at the time of the building permit plus this project), and the level of traffic already permitted for C-5512 for 11,130 tons per day of waste receipt.

**21.** A mandatory review shall be conducted at the end of 10 years or at the time of the first ordinary periodic review for the overall ALRRF under CUP C-5512 that occurs after the project has been in operation for 7 years, whichever occurs first, and thereafter at the time of each successive periodic review for the entire landfill under CUP C-5512. As a result of the mandatory review, a permit for renewal and public hearing may be required to review the original conditions of approval to determine compliance with the findings that supported the original permit approval. Any condition of approval modified or added will ensure the activity continues in conformance with the intent and purpose of the zoning ordinance, and shall be of the same force and effect as if originally imposed. Review costs shall be borne by the applicant.

## **ATTACHMENT A**

### **ALAMEDA COUNTY PLANNING COMMISSION – RESOLUTION 13-09, MARCH 18, 2013 COMPLETE CONDITIONS OF APPROVAL FOR PLN2010-00041, ALTAMONT RECYCLING AND COMPOSTING FACILITY**

22. Pursuant to Section 17.52.050 of the Alameda County Zoning Ordinance, said Conditional Use Permit shall begin to be implemented within a term of three (3) years of its issuance or it shall be of no force or effect.
23. If implemented, said Conditional Use Permit shall remain revocable for cause in accordance with Section 17-54.030 of the Alameda County Zoning Ordinance.

## **ATTACHMENT B: Mitigation Monitoring and Reporting Program**

### **Mitigated Negative Declaration for CUP PLN 2010-00041: Development of three recycling and composting facilities for waste diversion and resource recovery located at Altamont Landfill & Resource Recovery Facility, Alameda County, California**

This Mitigation Monitoring and Reporting Program (MMRP) has been prepared pursuant to Public Resources Code Section 21081.6, which requires adoption of a monitoring and reporting program for project in which the agency has required changes or adopted mitigation to avoid significant environmental effects. Specific reporting and/or monitoring requirements to be enforced during project implementation must be defined prior to final approval or the project proposal by the responsible decision maker(s).

Each required mitigation measure is listed in the table below and categorized by impact area.

<b>Mitigation Measure</b>	<b>Monitoring and Reporting</b>
<b>AIR QUALITY</b>	
Construction Dust and Emissions:  AQ-1 - All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day during active use of these operations areas.  AQ-2 - All haul trucks transporting soil, sand, or other loose material offsite shall be covered.  AQ-3- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.  AQ-4 - All vehicle speeds on unpaved roads shall be limited to 15 mph.  AQ-5 - All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.  AQ-6 - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to a maximum of 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of CCR). Clear signage shall be provided for construction workers at all access points.  AQ-7 - All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.  AQ-8 - Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.  AQ-9 - Continuation of existing dust control measures listed in the ALRRF Title V permit and facility dust control plan for paved and unpaved roads.	Applicant shall be responsible for all mitigation measures, during both construction and operation.  Staff of the County Planning Dept., County Public Works – Grading Dept. & Land Development shall Verify that Requirements are Included in Grading Contracts; Confirm Receipt of BAAQMD Forms.  Applicant / Operator shall verify compliance with these requirements during annual reports to the above agencies.

<b>BIOLOGICAL RESOURCES</b>	
<p>BIO-1 - To avoid impacts to any nesting birds, ground disturbing activities would be scheduled outside of the breeding season (January 1 – August 31). If construction cannot be avoided during this period, a qualified biologist would conduct a survey for nesting birds no more than fourteen days prior to the start of ground disturbing activities. If no nests are present, the project activities can take place; however, if active nests are detected, the California Department of Fish and Game (CDFG) should be contacted to determine an appropriate course of action. Typically, the appropriate response may involve the establishment of a protective buffer around the nest. These protective buffers could be 50-foot to 90-foot in radius for passerine and non-passerine nests; 250-foot radius for burrowing owls; and between 200- and 500-foot radius for raptor nests.</p>	<p>The Applicant is responsible for this mitigation measure, to be carried out prior to any construction on new or undisturbed areas, or areas where no activity has occurred during the previous non-nesting season and into any portion of the nesting season as specified.</p> <p>Active nests shall be monitored by a qualified biologist to determine when the young have fledged and are feeding on their own. The California Department of Fish and Game should be consulted for clearance before construction activities resume.</p> <p>Applicant shall notify the Planning Director prior to conducting field evaluations by the biologist, and file copies of any reports resulting from such field evaluations with the Planning Director.</p>
<b>HYDROLOGY AND WATER QUALITY</b>	
<p>HYD-1 - The applicant will incorporate a sedimentation basin into the project design in places where peak discharges would increase substantially.</p>	<p>Hydrogeologist or groundwater hydrologist will identify locations that meet the mitigation criteria and recommend specifications for sedimentation basins. This information shall be compiled and placed in a report prior to construction and operation and submitted to the Planning Director and Public Works Director for review and approval; review and approval or comments back shall be returned to the Applicant within 15 days.</p> <p>Sedimentation basins identified by the experts identified shall be constructed before operations begin, and a report of compliance submitted.</p>
<b>TRANSPORTATION</b>	
<p>TRA-1 - To reduce the number of vehicle trips during the AM peak hour, a ridesharing plan to promote carpooling among employees will be implemented by the project owner, subject to the approval of the Planning Director.</p>	<p>Applicant is responsible for plan creation. Plan shall be submitted to the Planning Director prior to roject operation for review and approval; review and approval or comments back shall be returned to the Applicant within 15 days.</p> <p>Plan shall be implemented by the start of operations. Compliance and success rates shall be reported to the Planning Director annually.</p>