

**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. 77721-7 (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 ½ or more shall be rounded up, and any fraction less than ½ 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 98th 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, 6th 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 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.

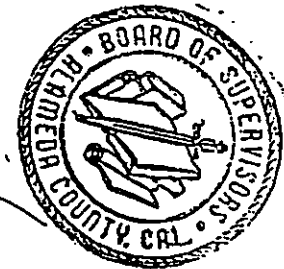
COUNTY:

THE COUNTY OF ALAMEDA,
a California county

By: William [Signature]

Chair, Board of Supervisors

Attest: [Signature]
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

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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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 Alvarez
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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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: _____
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
Deborah Acosta, City Manager

Attest: Peggy L. ...
City Clerk

Dated: Dec 1, 1999

[SIGNATURES CONTINUED ON NEXT PAGE]

[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
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
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 *TRC*
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

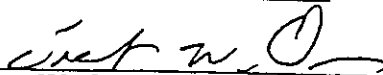
By:

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

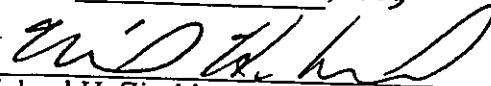
[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

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:

Walter Lee
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

Crystal K. Hishida, Clerk
Board of Supervisors

By A. Hishida
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: A. Hishida
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 the 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

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

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.
Solid Waste Disposal Facilities Covered (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 assurance for Closure , Postclosure Maintenance , Reasonably Foreseeable Corrective Action (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 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 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 constructed 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 appropriate costs, and if the expenditures have been reviewed and approved in writing by the California Integrated Waste Management Board (CIWMB) or its designee.


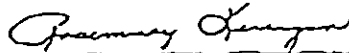
This insurance coverage allows assignment of the policy to a successor owner or operator. Such assignment may be conditional upon consent of the insurer, provided that such consent is not unreasonably refused.

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.

- .. The CWMB or local enforcement agency deems the facility abandoned or
- ..21 The permit is suspended or revoked or a new permit is denied by the CWMB or local enforcement agency; or
- ..31 Closure is ordered by the CWMB, or any other State or Federal agency, or a court of competent jurisdiction; or
- ..41 The agency 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 conjunction 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
 <div style="border: 1px solid black; padding: 5px; display: inline-block; text-align: center;"> "OFFICIAL SEAL" ROSEMARY KERRIGAN NOTARY PUBLIC, STATE OF ILLINOIS <small>My Commission Expires 5/6/01</small> </div>	April 1, 1998

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 consequences 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 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 Board. 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.

DRD 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.

INSURER
AK SERVICES, INC. OF ILLINOIS
 WACKER DRIVE
 60606
 RISK VERIFICATION CENTER
 800-4-VERIFY / FAX 1-312-701-4101
 NON RISK INSURANCE SERVICES OF ILLINOIS, CA LICENSE NO. 0095623

COMPANIES AFFORDING COVERAGE

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

ALTAMONT LANDFILL
 10840 ALTAMONT PASS RD.
 LIVERMORE, CA 94550

THIS 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
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNERS & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
VEHICLE LIABILITY ANY AUTO UNLICENSED DRIVERS OWNED AUTOS NON-OWNED AUTOS HIRED AUTOS RENTED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
TRUCK LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EMPLOYERS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
EMPLOYERS COMPENSATION AND BENEFITS LIABILITY EMPLOYERS COMPENSATION AND BENEFITS LIABILITY OPERATOR / EXECUTIVE / OTHER ARE:				WC STATE / OTHER STATE POLICY LIMIT / PER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
OPERATION LEGAL LIABILITY	PRM 9210461	04/25/98	04/25/99	ANY ONE CLAIM \$1,000,000 ANNUAL AGGREGATE \$5,000,000

LIST OF OPERATORS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER
CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD
 3900 CAL CENTER DRIVE
 CRAWFORD, 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 AK SERVICES, INC. OF ILLINOIS
Kelley S. Emerson

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

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

- (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 the 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]

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

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

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.
Policy 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.

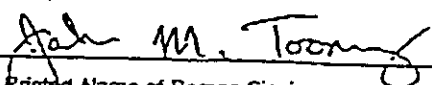
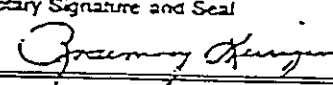
June 7, 1996

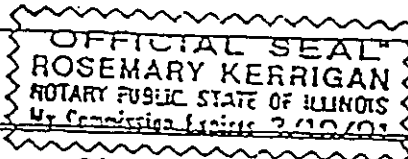
If there is a failure to pay the premium and the insurer elects to cancel, terminate or not renew the policy, the insurer will send notice by either registered or certified mail to the operator and the CIWMB. Cancellation, termination, or failure to renew may not occur, however, during the one hundred 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 H. 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.

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 1984.

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

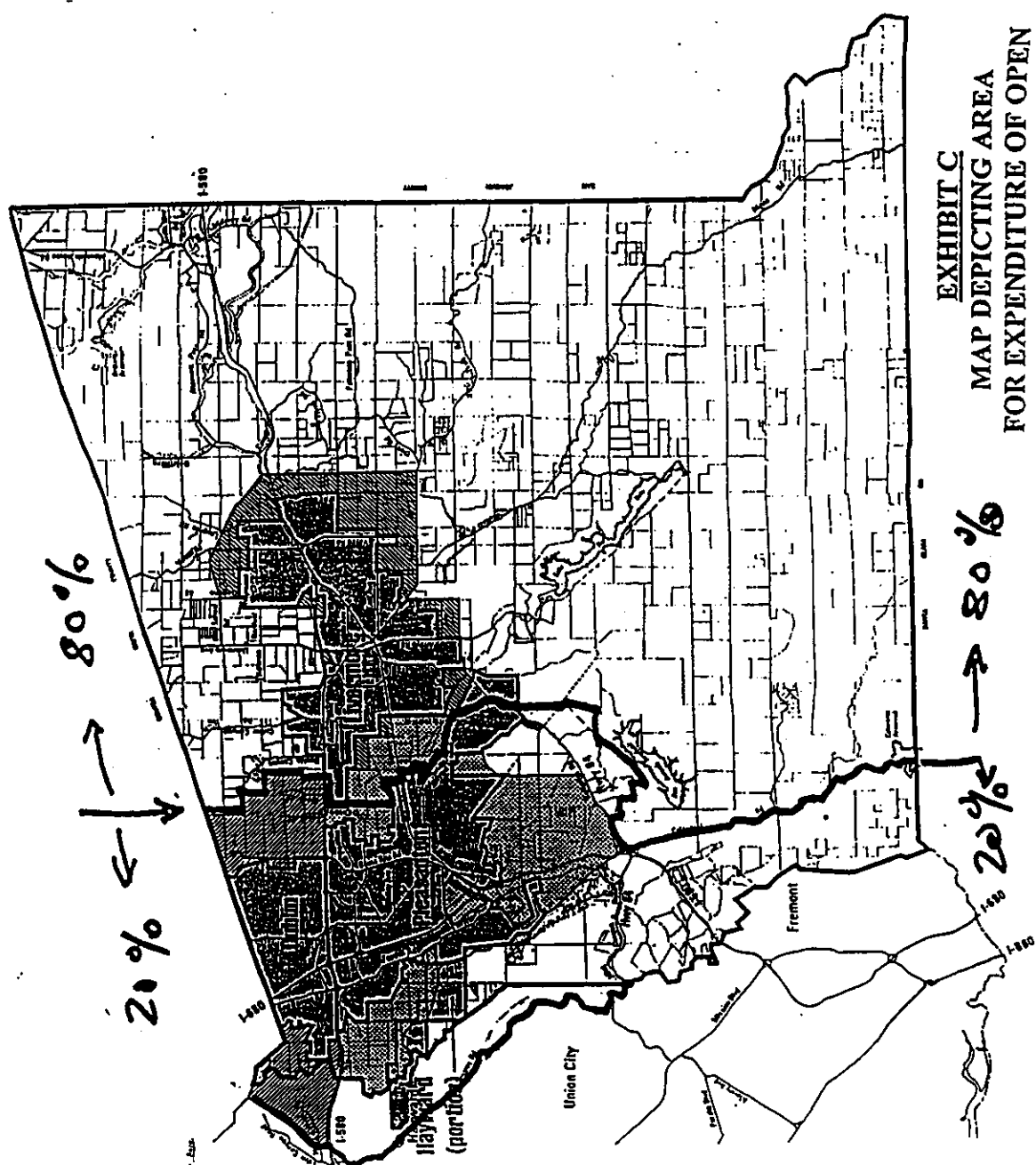
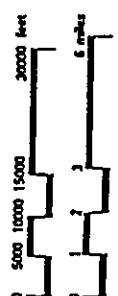


EXHIBIT C
MAP DEPICTING AREA
FOR EXPENDITURE OF OPEN
SPACE ACCOUNT