



COMMUNITY MONITOR COMMITTEE

Altamont Landfill Settlement Agreement

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

www.altamontcmc.org

VOTING MEMBERS

Ben Barrientos
City of Livermore

Matthew Gaidos
City of Pleasanton

Donna Cabanne
Sierra Club

Emmanuel Nava
*Northern California
Recycling Association*

NON-VOTING MEMBERS

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

Ryan Hammon /
David Madieros
Alameda County

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

STAFF

Judy Erlandson
*City of Livermore
Public Works Department*

Anna Zamboanga
*City of Livermore
Recycling Specialist*

AGENDA

DATE: **Wednesday, October 8, 2025**

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

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

1. Call to Order
2. Introductions
3. Roll Call
4. Approval of Minutes (From July 9, 2025)
5. Open Forum This is an opportunity for members of the audience to comment on a subject not listed on the agenda.
No action may be taken on these items.

6. Matters for Consideration

6.1 Responses to Committee Member Questions

6.2 Water Board Requests

6.3 Review of Documents on GeoTracker website

6.4 Review of Emission and Groundwater Reports

6.5 PFAS Updates

6.6 Reports from Community Monitor

**6.7 Approval of Agreement with Langan, CA, Inc. for
Community Monitor Consulting Services for a
three-year term expiring December 31, 2028 for an
amount not to exceed \$118,000 in the first year**

6.8 Meeting Calendar for 2026

6.9 Announcements (Committee Members)

7. Agenda Building

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

8. Adjournment

The next regular Community Monitor Committee meeting is
tentatively scheduled to take place at 4:00 p.m. on **January
14, 2026**, at 3500 Robertson Park Road, Livermore.

Informational Materials:

- Community Monitor Roles and Responsibilities
- List of Acronyms

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

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

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

Under Government Code §54957.5, any **supplemental material** distributed to the members of the Community Monitor Committee after the posting of this agenda will be available for public review at the Maintenance Service Center, 3500 Robertson Park Road, Livermore, and included in the agenda packet available at <http://altamontcmc.org/>.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CONTACT THE ADA COORDINATOR AT ADACOORDINATOR@LIVERMORECA.GOV OR CALL (925) 960-4170 (VOICE) OR (925) 960-4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.

Submission of Comments Prior to the Meeting:

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

Submission of Comments During the Meeting:

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

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

List of Acronyms

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

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

Updates will be provided as needed. This list was last revised on September 24, 2025.

Agencies

ACWMA – Alameda County Waste Management Authority
ANSI – American National Standards Institute
ARB or CARB – California Air Resources Board
ASTM – American Society for Testing and Materials
BAAD – Bay Area Air District
CDFW – California Department of Fish and Wildlife (formerly California Department of Fish and Game or CDFG/DFG)
CDRRR – California Department of Resources Recycling and Recovery, or CalRecycle
CIWMB – California Integrated Waste Management Board (predecessor to CDRRR – see above)
CVRWQCB – Central Valley Regional Water Quality Control Board
CMC – Community Monitor Committee
DTSC - Department of Toxic Substances Control
DWR – Department of Water Resources
EMP – Evaluation Monitoring Plan
EPA – United States Environmental Agency
LEA – Local Enforcement Agency (i.e., County Environmental Health)
RWQCB/Water Board – Regional Water Quality Control Board
SWRCB – State Water Resources Control Board

Waste Categories

C&D – construction and demolition
CDI – Construction, demolition and inert debris
FIT – Fine materials delivered to the ALRRF, measured by the ton.
GSET – Green waste and other fine materials originating at the Davis Street Transfer Station, for solidification, externally processed.
GWRGCT – Green waste that is ground on site and used for solidification or cover (discontinued January 2010)
GWSA – Green waste slope amendment (used on outside slopes of the facility)
MSW – Municipal solid waste
RDW – Redirected wastes (received at ALRRF, then sent to another facility)
RGC – Revenue generating cover
TASW – Treated Auto Shredder Waste

Water Quality Terminology

BMP – Best Management Practice – A general term to identify effective means of pollution control, especially in the contexts of stormwater and air quality.
IDL – Instrument Detection Limit – The smallest concentration of a specific chemical, in reagent grade water, that can be detected, with 99% confidence, with the detection instrument (e.g., the mass spectrometer).
MCL – Maximum Contaminant Level – The legal threshold limit on the amount of a substance that is allowed in public water systems under the Safe Drinking Water Act.
MDL – Method Detection Limit – The smallest concentration of a specific chemical, in a sample that contains other non-interfering chemicals, that can be detected by the prescribed method, including preparatory steps such as dilution, filtration, digestion, etc.
NAL – Numeric Action Level – A concentration of a stormwater pollutant above which, the discharger must plan to reduce this concentration.
RL – reporting limit: in groundwater analysis, for a given substance and laboratory, the concentration above which there is a less than 1% likelihood of a false-negative measurement.
SWPPP – Storm Water Pollution Prevention Plan

Rev. 09/24/2025

Substances or Pollutants

ACM – asbestos-containing material

ACW – asbestos-containing waste

ADC – Alternative Daily Cover. For more information:

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

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

CH₄ – methane

CO₂ – carbon dioxide

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

DO – dissolved oxygen

HHW – household hazardous waste

LFG – landfill gas

LNG – liquefied natural gas

MEK – methyl ethyl ketone

MIBK – methyl isobutyl ketone

MTBE – methyl tertiary butyl ether, a gasoline additive

NMOC – Non-methane organic compounds

NTU – nephelometric turbidity units, a measure of the cloudiness of water

PFAS – Per- and polyfluoroalkyl substances

TCE - Trichloroethylene

TDS – total dissolved solids

TKN – total Kjeldahl nitrogen

TSS – Total Suspended Solids

VOC – volatile organic compounds

Documents

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

CDO – Cease and Desist Order

ColWMP – County Integrated Waste Management Plan

CUP – Conditional Use Permit

JTD – Joint Technical Document (contains detailed descriptions of permitted landfill operations)

MMRP – Mitigation Monitoring and Reporting Program

RDSI – Report of Disposal Site Information

RWD – Report of Waste Discharge

SRRE – Source Reduction and Recycling Element (part of ColWMP)

SWPPP – Stormwater Pollution Prevention Plan

WDR – Waste Discharge Requirements (Water Board permit)

General Terms

ALRRF – Altamont Landfill and Resource Recovery Facility

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

AQI – Air Quality Index

BGS – below ground surface

BMP – Best Management Practice

CASP – Covered Aerated Static Pile (ASP) composting

CEQA – California Environmental Quality Act

CERCLA – Comprehensive Environmental Response, Compensation, and Liability Act

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

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

CY – cubic yards

GCL – geosynthetic clay liner

Rev. 09/24/2025

General Terms (continued)

GPS – Global Positioning System

IC engine – Internal combustion engine

LCRS – leachate collection and removal system

LEL – lower explosive limit

LSI – leachate system infrastructure

LMR – Landfill Methane Regulation

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

NAAQS – National Ambient Air Quality Standards

µg/L – micrograms per liter, or parts per billion

PPE – personal protective equipment

ppm, ppb, ppt – parts per million, parts per billion, parts per trillion

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

RCRA – Resource Conservation and Recovery Act

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

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

STLC – Soluble Threshold Limit Concentration, a regulatory limit for the concentrations of certain pollutants in groundwater

TTLC – Total Threshold Limit Concentration, similar to STLC but determined using a different method of analysis.

TPD, TPM, TPY – Tons per day, month, year

WMAC – Waste Management of Alameda County

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COMMUNITY MONITOR COMMITTEE

Altamont Landfill Settlement Agreement

Minutes of July 9, 2025

DRAFT

1. Call to Order
The meeting came to order at 4:00 PM.
2. Roll Call
Members Present: Donna Cabanne, Sierra Club; Ben Barrientos, City of Livermore; Matthew Gaidos, City of Pleasanton; Emmanuel Nava, Northern California Recycling Association (NCRA); Aliya Khan, Alameda County Department of Environmental Health (LEA); Blaine Harrison, Altamont Landfill and Resource Recovery Facility (ALRRF)

Absent: Robert Cooper, Altamont Landowners Against Rural Mismanagement (ALARM)

Staff: Judy Erlandson, Anna Zamboanga, City of Livermore; Grace Stafford and Megan Rollo, Langan/Community Monitor
3. Introductions
All those present introduced themselves.
4. Approval of Minutes of April 9, 2025 meeting
Mr. Gaidos moves to approve the Minutes of April 9, 2025, meeting. Ms. Cabanne seconds and all four members of the committee present approve the Minutes.
5. Open Forum
No comments.
6. Matters for Consideration

6.1 Responses to Committee Member Questions

Ms. Rollo presented the responses to the committee members' questions from the April 9, 2025, meeting. There were no comments or questions for this item. Mr. Barrientos closed item 6.1.

6.2 Water Board Requests

Ms. Rollo presented the Water Board Request table. New items added to the table were discussed. There were no comments or questions on the item.

Mr. Barrientos closed item 6.2.

6.3 Review of Documents on Geotracker

Ms. Rollo presented the Review of Documents on Geotracker. Ms. Rollo states that Document #3 should be dated May 16, 2025. Ms. Cabanne asks if there are any additional ET cover inspection requirements. Ms. Rollo says it is unclear at the time as final word from the CVRWQCB is pending. Ms. Cabanne requests that the community monitor share updates in the next meeting, if relevant. Ms. Cabanne asks when the revisions requested regarding Document #8 need to be completed as stated by the CVRWQCB. Ms. Rollo says the timing is unclear as Geosyntec and the CVRWQCB usually correspond back and forth until completion is finalized.

Mr. Barrientos closed item 6.3.

6.4 PFAS Update.

Ms. Rollo presented item 6.4, PFAS Update. There were no new updates for this item at the time of the meeting. Ms. Cabanne notes concern regarding PFAS concentrations in the FA1 as there is no liner in place and concentrations exceed state criteria. Ms. Cabanne requests that the community monitor continues to track PFAS updates as they relate to the landfill.

Mr. Barrientos closed item 6.4.

6.5 Reports from Community Monitor

Ms. Rollo presented item 6.5, Reports from Community Monitor. Ms. Rollo presented most notable items related to site visits conducted for the Q2 period. Ms. Cabanne asks what the damage was to the surrounding infrastructure in the April 3, 2025 special occurrence. Mr. Harrison states that the vehicle overturn damaged fog lights along the roadway and that it has since been repaired.

Mr. Nova asks what the objective of the mitigation pond is and what the source of water is. Ms. Rollo says the objective of the mitigation pond is to provide habitat for local endangered species displaced by the landfill. Ms. Cabanne reiterates Ms. Rollo's statement and that the pond is apart of the settlement agreement. Mr. Harrison adds that the source of the water is stormwater at the landfill.

Ms. Cabanne asks about ESA's recommendations and how much weight is put on these recommendations in terms of their implementation. Ms. Rollo says there is not much weight behind them, they are more so suggested recommendations for Waste Management. Ms. Stafford adds that the community monitor will review the mitigation pond annual report and see if it identifies similar recommendations that may be more likely to be completed.

Mr. Gaidos asks how the community monitor committee can request removal of invasive thistle and mustard at the mitigation pond, per ESA recommendations. Ms. Erlandson says that the community monitor committee cannot compel Waste Management through the settlement agreement but rather make a request to Waste Management. Mr. Gaidos requests that Waste Management removes the thistle and mustard at the mitigation pond. Mr. Harrison says Waste Management will look into the removal and will follow up at the next meeting.

There were no additional comments or questions.

Mr. Barrientos closed item 6.5.

6.6 Announcements

There were no announcements.

7. Agenda Building

Ms. Erlandson provides an update on the new community monitor contract, noting that the Pleasanton attorney approved the contract language, and the Livermore attorney approved the contract language with minor comments. Ms. Erlandson will bring the contract to the community monitor committee for approval and signature at the October 2025 meeting. Ms. Cabanne asks if the committee will see a version of the contract with an opportunity to comment in the next meeting, or if it will be for final signature. Ms. Erlandson states the contract at the October meeting can be reviewed but won't be easy to revise at this point. She also states if the contract is not approved in October 2025, the committee can push to approve in the January 2026 meeting, but it will come with a lapse in community monitor service by Langan until the contract is signed.

8. Adjournment

The meeting was adjourned around 4:33 p.m. The next meeting will be held on Wednesday October 8, 2025, at 4:00 p.m. at the Livermore Maintenance Services Center at 3500 Robertson Park Road.

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135 Main Street San Francisco, CA 94105 T: 415.955.5200 F: 415.955-5201

To: ALRRF Community Monitor Committee

From: Langan – Community Monitor

Date: October 8, 2025

Re: **CMC Meeting of 10/8/2025 - Agenda Item 6.1 - Responses to Committee Members' Questions**

There were no questions from the July 9, 2025.

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135 Main Street San Francisco, CA 94105 T: 415.955.5200 F: 415.955.5201

To: Community Monitor Committee

From: Langan – Community Monitor

Date: October 8, 2025

Re: **CMC Meeting of 10/8/25 – Agenda Item 6.2 – Central Valley Regional Water Quality Control Board (CVRWQCB) Requests Progress Update**

The Central Valley Regional Water Quality Control Board (CVRWQCB) issued Cease and Desist Order¹ (CDO) R5-2021-001 for the ALRRF on April 22, 2021. In the CDO, the CVRWQCB alleged the ALRRF was being operated outside of applicable federal and state regulations, and the Waste Discharge Requirements (WDRs). The CDO provided a list of various items the Discharger (ALRRF) had performed out of compliance and a time schedule with specific requirements to compel the Discharger to resolve past compliance issues, achieve compliance with Title 27 and the WDRs, and conform to its Notice of Applicability (NOA) in a time frame acceptable to the CVRWQCB.

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

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

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

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

CMC Meeting of 10/8/25- Agenda Item 6.2
Langan Project: 750657606
October 2025

Task	Due Date	Completed	Comments
Cease and Desist Order (CDO) R5-2021-001			
1. Update the Sampling and Analysis Plan for the interim POC detection monitoring program	7/21/2021 4/4/2022	Yes, revised plan submitted on 4/4/22	
2. Revise the background water quality values and update the concentration limits (CLs)	4/21/2022	Yes, submitted on 5/13/22	
3. Install groundwater monitoring wells (interim and final) for FA2			
(a) Work plan to install the groundwater monitoring wells (interim and final) for FA2	7/21/2021	Yes, submitted on 7/20/21	
(b) Install Interim POC Wells	Ongoing	Ongoing	
(c) Report installation within 60 days of installing any new groundwater monitoring well or soil gas monitoring well.	Ongoing	Ongoing	
(d) Install Final Permanent FA2 limit wells	2021 and 2022	Yes, installation report submitted on 12/2/2021	
(e) Report installation within 60 days of installing any new groundwater monitoring well or soil gas monitoring well.	Ongoing	Ongoing	Monitoring well installations have been reported within schedule.
(f) Implementation of a Water Quality Monitoring and Response Program for FA2 Unit 1		Yes, completed with the SAP revisions and new monitoring well network.	
4. Install soil gas monitoring wells (interim and final) for FA1 and FA2			
(a) Work plan to install the soil gas monitoring wells (interim and final) for FA1 and FA2	7/21/2021	Yes, submitted on 8/3/2021	
(b) Install Interim Monitoring Wells FA1	Week of May 31, 2021	Yes, submitted on 7/20/21	
(c) Install Interim Monitoring Wells FA2	9/21-10/21; 2021-2025	Ongoing	Same schedule as item 3(b).
(d) Report installation within 60 days of installing any new groundwater monitoring well or soil gas monitoring well.	Ongoing	Ongoing	Monitoring well installations have been reported within schedule.
(e) Install Final Monitoring Wells		Yes, installation report submitted on 12/2/2021	
5. Surface Water Monitoring Plan to conduct surface water monitoring for surface water flowing out of FA2	7/21/2021	Yes, submitted on 7/16/21	
(a) Surface Water Monitoring		Yes, Second Semiannual 2021 results submitted on 2/1/22	
6. Document the results of the MW-4A evaluation monitoring program (including groundwater and soil gas sampling) in separate corrective action status reports to be submitted semi-annually	8/1/2021	Yes, second report submitted on 2/1/22	
7. Groundwater and soil gas monitoring network along the northern and eastern limits of FA1			
(a) Work plan to install the groundwater and soil gas monitoring network along the northern and eastern limits of FA1	6/21/2021	Yes, submitted 5/10/2021; approved 5/19/2021	
(b) Install groundwater and soil gas monitoring network along northern and eastern limits of FA1	Week of May 31, 2021	Yes, submitted on 8/3/2021	

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

CMC Meeting of 10/8/25- Agenda Item 6.2
Langan Project: 750657606
October 2025

Task	Due Date	Completed	Comments
8. Update corrective action financial assurance cost estimates for FA1 and FA2	7/21/2021 3/1/2022	Yes, submitted 2/25/2022	Revised cost estimates were approved by the CVRWQCB on 4/21/2022.
9. Report outlining the LFG extraction wells operations as part of the Corrective Action Program to address the LFG impacts outside the limits of FA1	5/22/2021	Yes, submitted 5/21/2021	
10. Submit a Report of Waste Discharge to install off-waste liquid solidification basins	10/19/2021	Yes, submitted 10/19/2021	
11. Report Installation and operation of new off-waste footprint solidification basins	After completion of installation	Ongoing	
12. Notify the CVRWQCB 30 days prior to removal of interim monitoring devices	Ongoing during Fill Area 2 expansion	Ongoing	
WDRs Order R5-2016-0042-01, Amending Order R5-2017-0026			
1. Prepare and submit a preliminary description of the Toe Berm, including the proposed "soil conditioning," for Staff review.	1/24/2025	Completed	
2. An updated description of subsequent proposed Phase construction schedule, if not otherwise noted in the JTD/ROWD	1/24/2025	Completed	
3. Submit a report of the results of review of circumstances regarding drums observed in existing solidification basins atop FA1, including respective contents.	1/9/2025	Completed	
4. Submit workplan for required decommissioning of the existing solidification basins atop FA1.	6/2/2025 10/30/2025	Ongoing	Waste Management to revise 19 June 2025 work plan with CVRWQCB concerns addressed.
Violations or Areas of Concern (AOCs)			
1. To address the violations issued by the CVRWQCB on June 10, 2024, the discharger shall:			
(a) Ensure leachate returned to FA1/Unit 2 for dust control is applied at the minimum amount necessary for dust control.	Immediately	Completed	
(b) Submit a proposal and timeline to install containment system for the leachate collected at Seep B and C collection point to prevent discharge and ponding of leachate atop FA1/Unit 1.	7/30/2024	Completed	
(c) Document the removal of ponded leachate and leachate stained/impacted daily or intermediate cover soil from atop FA1/Unit 1 and FA2/Unit 2, as well as soil replacement, with clean soil, and regrading to ensure adequate cover thickness and drainage.	7/30/2024	Completed	
(e) Ensure daily cover is applied across all waste at least every 6.5 days	Continuous	Completed and ongoing	Active implementation - WM has implemented a more frequent application of daily cover and conducted a retraining session for onsite management focusing on application of intermediate cover.
2. Per the June 10, 2024 NOV, notify the CVRWQCB of progress made on the AOCs listed below:			

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

CMC Meeting of 10/8/25- Agenda Item 6.2
Langan Project: 750657606
October 2025

Task	Due Date	Completed	Comments
(a) AOC 1 - Repair broken LFG extraction line observed atop LF1/Unit 1 and provide documentation	As soon as repair is complete	Completed	LFG extraction line observed was an abandoned lateral line, and part of older decommissioned system. Line was cut, capped and covered.
(b) AOC 2 - All liquids, including tank washout, discharged into the Facility's solidification basins, must be discharged directly into the defined limits of each basin	Continuous	Completed and ongoing	ALRRF will ensure that all liquids, including tank wash out, discharged into the facilities solidification basins, are directed exclusively into the defined limits of each basin.
(c) AOC 3 - Enhance windblown litter controls and clean up. Reduce the size of the open disposal face and the application of daily cover over waste more frequently than every 6.5 days as a best management practice and improved housekeeping.	Continuous	Completed and ongoing	Active implementation - WM has implemented a more frequent application of daily cover and conducted a retraining session for onsite management focusing on application of intermediate cover.
(d) AOC 4 - Submit report documenting cleanup from leaking LSI-3 pump. Include proposal and timeline to install secondary containment for the LSI-3 leachate pump transfer line.	8/1/2024	Completed	
(e) AOC 5-12 - These AOCs may be considered as winterization work. Repair as practical.	10/31/2024, final report due 11/14/2024	Completed	
(f) AOC 13 - CVRWQCB has reached out to Storm Water Unit and requested they inspect and evaluate facility for compliance with the industrial general permit good housekeeping best management practice requirements.	Pending	Pending	CVRWQCB Storm Unit has inspected facility but no formal recognition of AOC 13 on Geotracker at this time.
3. To address the violations issued by the CVRWQCB on August 5, 2024, the discharger shall:			
(a) Isolate, remove, and properly contain the hazardous waste and arrange for its disposal at a permitted facility authorized to accept hazardous waste.	Immediately	Completed	
(b) Submit a report documenting the offsite disposal of the hazardous waste at a permitted facility authorized to accept hazardous waste.	10/1/2024	Completed	
Per the May 14, 2025, NOV, notify the CVRWQCB of progress made on the NOVs listed below:			
(a) Isolate, remove, and properly contain the hazardous waste and arrange for its disposal at a permitted facility authorized to accept hazardous waste.	Immediately	In Progress	Waste Management and CVRWQCB are in active correspondence regarding the matter.
(b) Submit a report documenting the offsite disposal of the hazardous waste at a permitted facility authorized to accept hazardous waste.	7/31/2025	In Progress	Waste Management and CVRWQCB are in active correspondence regarding the matter.

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

CMC Meeting of 10/8/25- Agenda Item 6.2
Langan Project: 750657606
October 2025

Task	Due Date	Completed	Comments
Per the May 27, 2025, NOV, notify the CVRWQCB on the progress made on the NOV's listed below:			
(a) Implement procedures to prevent future discharges of waste outside the completed, lined extent of FA2.	Immediately	Completed and ongoing	
(b) Submit a report with photographic evidence demonstrating that all waste documented in the attached Inspection Report observed outside the completed, lined limits of FA2 has been removed and properly disposed.	7/30/2025	Completed - pending submittal on Geotracker	
Additionally, included in the Inspection Report from May 27, 2025, the CVRWQCB is requiring resolutions to the following AOCs, listed below, with the submittal of a report with photographic evidence, documenting that each of the documented AOCs have been addressed:			
(1) Two leachate-stained soil seeps were observed along the southern face of LF-1/Unit-1 in the area of Seep C	8/30/2025	Completed - pending submittal on Geotracker	
(2) Leachate-stained soil and some liquid was visible beneath the Seep B and Seep C leachate collection tanks.	8/30/2025	Completed - pending submittal on Geotracker	
(3) CVRWQCB observed truck potentially emptying load in a location that would have been outside the discharge limits of the Yellow Flag Basin	8/30/2025	Completed - pending submittal on Geotracker	
(4) A low area of possible settlement was observed atop FA1, just east of the J-stand, which could lead to significant ponding.	8/30/2025	Completed - pending submittal on Geotracker	
(5) A single area of leachate-stained soil was observed atop FA1 just southwest of the J-stand.	8/30/2025	Completed - pending submittal on Geotracker	
(6) A couple areas of notable erosion were observed atop FA1.	8/30/2025	Completed - pending submittal on Geotracker	
(7) Tire ruts and ponding were observed atop FA1 adjacent to the TASW stockpile.	8/30/2025	Completed - pending submittal on Geotracker	

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

CMC Meeting of 10/8/25- Agenda Item 6.2
Langan Project: 750657606
October 2025

Task	Due Date	Completed	Comments
(8) A few areas of exposed waste, without adequate daily/intermediate cover were observed atop FA1.	8/30/2025	Completed - pending submittal on Geotracker	
(9) Erosion or settlement as occurred beneath the well apron for GP-24. Assess the condition of GP-24 and submit a report that contains a proposal to repair the well.	7/30/2025	Completed	
(10) Well MW-10 has been damaged and will need to be repaired and possibly replaced. Assess the condition of MW-10 and submit a report that contains a proposal to repair the well.	7/30/2025	Completed	
(11) A large stockpile of soil has been temporarily placed within SB-H.	9/1/2025	Pending submittal on Geotracker	Submit a report, no later than September 1, 2025, documenting the removal of the stockpiled soil observed within SB-H, before the onset of the 2025/2026 wet season.

Notes:

POC - Point of Compliance
FA - Fill Area
LFG - Landfill Gas
CVRWQCB - Central Valley Regional Water Quality Control Board
WMAC - Waste Management of Alameda County
TBD - To Be Determined. These deadlines depend on activities which have not yet been completed.

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

135 Main Street San Francisco, CA 94105 T: 415.925.5200 F: 415.955.5201

To: ALRRF Community Monitor Committee

From: Langan – Community Monitor

Date: October 8, 2025

Re: **CMC Meeting of 10/8/2025 – Agenda Item 6.3 – Review of Documents on Geotracker Web Site**

This is the abridged version of this memorandum. It is limited to new items reported in Geotracker since the previous Community Monitor Committee packet for the July 2025 meeting was completed, plus any prior items that provide useful background information for the new items. The complete, current version of this Review of Documents is located on the Community Monitor Committee website and can be accessed using this link¹.

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

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

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

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

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

For reference the Geotracker webpage for the ALRRF is accessible here: https://geotracker.waterboards.ca.gov/profile_report?global_id=L10005834311.

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

MEMO

Topic List

Landfill Operations

- [Revised Configuration and Phasing Schedule for FA2](#)

Monitoring Wells

- [New or Pending Monitoring Wells](#)

Liquids Management

- [Solidification Basins](#)

Other Topics

- [CVRWQCB Inspections](#)

MEMO

LANDFILL OPERATIONS

Revised Configuration and Phasing Schedule for FA2

Topics

	From	Format Date	Key Point(s)
1	Geosyntec	June 16, 2025	On June 16, 2025, Geosyntec Consultants submitted a technical memorandum to Waste Management describing the additional slope stability evaluation performed, assumptions made, and the results obtained regarding the FA2 toe berm slope stability and deformation analysis re-evaluation requested by the CVRWQCB during a May 28, 2025 in-person meeting.

MONITORING WELLS

New or Pending Monitoring Wells

Topics

	From	Format Date	Key Point(s)
2	CVRWQCB	May 28, 2025	Representatives from the Program Lead for Title 27, the CVRWQCB Boards Permitting Unit, CVRWQCB Compliance and Enforcement Unit and Waste Management attended an in-person meeting to discuss revised alternative locations proposed for the FA2 toe berm monitoring wells, as proposed in the May 13, 2025, Technical Memorandum prepared by Geosyntec on behalf of Waste Management. Representatives of the CVRWQCB stated that the CVRWQCB is awaiting response from the California Department of Water Resources (DWR), California Division of Safety Dams (DOSD) to provide a response before any final approvals regarding monitoring well placement and construction of stability berm issues. Representative of Waste Management, Glen Roycroft, stated that the DOSD told Waste Management review could take 6 to 8 months and Waste Management plans to move forward with construction of soil improvements for stability berm – at their own risk.
3	CVRWQCB	September 15, 2025	The CVRWQCB has reviewed the May 2025 Revised Memo and determined that the proposal does not comply with CDO Requirement 1 and insufficient information is available to consider a proposed alternative. The CVRWQCB is requiring WM to pursue one of the following paths: 1. Propose well and probe placements in accordance with the CDO in its complete design plans; 2. Request an alternative to the CDO by submitting formal alternative well replacement plan that demonstrates

MEMO

	From	Format Date	Key Point(s)
			equivalent or better protection of water quality, complies with all applicable requires of the WDR (except of those revised to reflect the alternative) and meets the requirements of the CCR Title 27 and 40 Code of Federal Regulations part 258. The CVRWQCB requires WM to submit a complete design plan for review that addresses all associated monitoring points and includes a CQA Plan consistent with Title 27. Absent of a design, the CVRWQCB staff cannot recommend a CDO alternative to the Board for consideration. WM may not propose an alternative groundwater detection monitoring network under CDO Requirement 1 without submitting a complete design report for staff review and approval. The requirement may be fulfilled through a JTD submission, which staff can incorporate into revised WDRs anticipated for 2026.

LIQUIDS MANAGEMENT

Solidification Basins

Topics

	From	Format Date	Key Point(s)
4	CVRWQCB	September 2, 2025 Staff Letter	The CVRWQCB has reviewed the Work Plan for Fill Area 1 Solidification Basin Decommissioning (Work Plan), dated June 19, 2025. The CVRWQCB finds the Work Plan "generally acceptable" however, additional work will be required to assess the integrity of the old basins, as well as assess potential impacts to the clay liner, given hazardous waste has been solidified in the basins. To address these concerns, the CVRWQCB is requiring a revised Work Plan no later than October 30, 2025, that incorporates their concerns.

OTHER TOPICS

CVRWQCB Inspections

Topics

	From	Format Date	Key Point(s)
5	CVRWQCB	NOV May 14, 2025	The CVRWQCB has issued a Notice of Violation for the discharge of hazardous waste in violation of WDR requirements. In an April 22, 2025 email, Waste Management notified the CVRWQCB staff of the possible disposal of non-RCRA hazardous waste at ALRRF. "The waste originated from a PG&E power pole replacement project occurring adjacent to the Potrero MGP Northern Switchyard in San Francisco. Instead of placing onsite spoils in the bin provided for the project, the hydrovac conductor (Discovery Hydro) transported the wet spoils to the PG&E Oakport spoils yard and dumped

MEMO

	From	Format Date	Key Point(s)
			approximately 200-gallons of untested wet spoils into a non-hazardous wet spoils bin on March 11, 2025. Once at the spoils yard, excess free liquid was decanted, and the remaining sludge was sent to Altamont Landfill.” The STLCs detected for chromium and nickel were 12.5 mg/L and 83 mg/L, respectively, both exceeding the California Hazardous Waste levels for these constituents, which are 5 mg/L and 20 mg/L, respectively. The CVRWQCB is requiring the landfill to immediately isolate, remove and properly contain the hazardous waste, and arrange for its disposal at a permitted facility authorized to accept hazardous waste. The CVRWQCB is also requiring the landfill to submit a report documenting the offsite disposal of hazardous waste at a permitted facility authorized to accept hazardous waste by July 31, 2025.
6	CVRWQCB	NOV May 27, 2025	The CVRWQCB has issued a notice of violation for discharging in violation of waste discharge requirements. On May 13, 2025, the CVRWQCB staff conducted an inspection at ALRRF. A violation was issued regarding windblown waste outside of a unit or portions of a unit specifically designed for their containment, “while volume of windblown waste observed across the Facility was significantly less than what had been observed during previous inspection, a significant volume of windblown waste was observed along and just beyond the completed eastern downslope, lined extent of FA2/Phase 6.” The CVRWQCB requires Waste Management to immediately implement procedures to prevent future discharges of waste outside the completed, lined extent of FA2; and by July 20, 2025 submit a report with photographic evidence demonstration that all waste documented in the inspection report observed outside of the completed, lined limited of FA2 has been removed and properly disposed of. Additionally, the CVRWQCB issued 11 Areas of Concern regarding their facility inspection.
7	CVRWQCB	Inspection June 5, 2025	On May 21, 2025, the CVRWQCB performed a pre-construction inspection of the FA2 Phase 8 cell construction and a construction inspection of the Altamont Solidification Facility (FA2 Solidification Basins). Staff also inspected other areas of the landfill including asbestos monofil, FA1 solidification basins and the valley drain collection point complex located in FA1, Unit 1. Additionally, the CVRWQCB is requesting submittal of a work plan for the decommissioning of the existing solidification basin atop FA1 by July 2, 2025.

MEMO

	From	Format Date	Key Point(s)
8	WM	NOV Update June 19, 2025	In a June 19, 2025, letter, Waste Management states with various included attachments, that the calculated metal concentrations of the possibly hazardous sludge improperly disposed of are below STLC thresholds based on new information provided in a May 29, 2025 email from PG&E. This conclusion stems from the information that the approximately 100 gallons of possibly hazardous liquid/sludge was combined with approximately 3,800 gallons of nonhazardous sludge prior to transport to ALRRF. Waste Management believes that the follow-up actions specified in the May 14, 2025, NOV issued by the CVRWQCB are no longer applicable or necessary.
9	CVRWQCB	NOV Update July 7, 2025	In the July 7, 2025, CVRWQCB letter, the agency states that the update provided in the June 19, 2025, letter issued by Waste Management, does not provide any new analytical data, but provides further narrative regarding PG&E knowledge of the waste stream and likely percentage of hazardous waste include in the shipment sent to ALRRF. The CVRWQCB states that all requirements regarding the May 14, 2025, NOV remain in place, with a report documenting the proper offsite disposal of all hazardous waste due by July 31, 2025.
10	WM	NOV Update July 25, 2025	In this July 25, 2025, letter, Waste Management responds to the May 14, 2025, NOV, issued to ALRRF by the CVRWQCB. Waste Management has provided lengthy statements under the topics as follows: I. WMAC's Notifications do not state that ALRRF received hazardous waste; and II. CVRWQCB Staff do not have evidence that ALRRF received hazardous waste. Waste Management has called for the NOV to be rescinded because, as stated by Waste Management in this letter, the findings and conclusions have no evidentiary support.
11	WM	July 30, 2025	In a letter dated July 30, 2025, Waste Management provides the CVRWQCB with completion updates regarding AOC #9 and AOC #10.

135 Main Street San Francisco, CA 94105 T: 415.955.5200 F: 415.955.5201

To: Community Monitor Committee

From: Langan – Community Monitor

Date: October 8, 2025

Re: **CMC Meeting of 10/8/25 – Agenda Item 6.4.1 – Review of Reports Provided by ALRRF: Air Emission Report**

Air Emissions Report

The most recent Semi-Annual Report to the Bay Area Air Quality Management District (BAAQMD) covers the period from December 1, 2024, through May 31, 2025. The key points from this document are:

- New gas wells brought online – During the reporting period, no new landfill gas extraction wells were brought online.
- High temperature wells – During the reporting period, one well showed high temperatures (131 Fahrenheit [F] or higher). All exceedances were corrected within 120-days.
- Recent gas well decommissions – During the reporting period, a total of one existing well was decommissioned, i.e., shut down and disconnected from the gas extraction system because they had become unproductive.
- Surface emissions monitoring – For the fourth quarter of 2024, surface emissions monitoring took place on October 29, 30 and December 5 of 2024; for the first quarter of 2025, monitoring took place on April 29 of 2025. During the fourth quarter of 2024, there were 23 exceedances of the 500 parts per million by volume (ppmv) methane threshold. All the corrective actions to block these emissions were successful and passed their 10-day and 30-day follow-up tests. During the first quarter of 2025, there were 23 exceedances of the 500 parts per million by volume (ppmv) methane threshold. All of the corrective actions to block these emissions were successful and passed their 10-day and 30-day follow-up tests.
- Emission Control Device Source Tests – Currently the operating emission control devices for landfill gas at the ALRRF consist of two turbines (S-6 and S-7) and two flares (A-15 and A-16). The two turbines were tested for compliance with emission limits in November 2024, while flare A-15 was tested in February 2025 and A-16 was tested in March 2025, within the 60 days of the test date. All three devices passed by the BAAQMD Permit 8-34-301.4 and Condition Number 19235.
- Gas Migration at Perimeter Probes – In this reporting period, methane exceeding regulatory threshold of 5% was found in one of the 50 perimeter probes installed around

Fill Areas 1 and 2. Probe GP-20C and probe GP-8C, both have historically had higher methane values that have been proven to be naturally occurring and not related to landfill operations, however only Probe GP-20C exceeded the regulatory threshold of 5% during this reporting period.

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

135 Main Street San Francisco, CA 94105 T: 415.955.5200 F: 415.955.5201

TO: Community Monitor Committee

FROM: Langan – Community Monitor

DATE: October 8, 2025

SUBJECT: CMC Meeting of 10/8/25 – Agenda Item 6.4.2 – Review of Reports from ALRRF: Groundwater Analysis Progress Report #35 Langan Project No. 750657606

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

- SCS Engineers, First Semiannual 2025 Groundwater Monitoring Report, Altamont Landfill and Resource Recovery Facility (WDR Order No. R5-2016-0042-01), Livermore, California, dated August 2025.
- SCS Engineers First Semiannual 2025 Corrective Action Status Report, Altamont Landfill and Resource Recovery Facility (Order No. R5-2021-0022), Livermore, California, dated July 2025.

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

The First Semiannual groundwater sampling activities for Fill Area 1 (FA1) and 2 (FA2) were conducted from January through June 2025. Perimeter monitoring well MW-42B was checked quarterly but did not contain sufficient liquid to be sampled. Perimeter monitoring wells that have been sampled for eight quarterly events have had their sampling frequency changed to semiannual per WDR requirements.

LABORATORY QA/QC

During the First Semiannual 2025 monitoring event, there were similar QA/QC issues as the Second Semiannual 2024 monitoring event.

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

Some QA/QC LCS/LCSD (laboratory control sample duplicate) and MS/MSD data associated with the First Semiannual 2025 groundwater samples were outside of acceptable laboratory control limits, however, overall evaluation of the QA/QC protocols and results determine the laboratory results were determined to be valid and usable. Data are considered acceptable for intended use.

MONITORING WELL NETWORK

The 2016 MRP identifies two sets of corrective action groundwater monitoring wells: 1) E-20B along the east side of FA1 and downgradient (detection) well MW-27 (this well replaced well MW-12), and 2) wells E-05 (now replacement well E-05R¹) and E-07 in the main canyon south of FA1 and their downgradient (detection) wells E-03A and E-23. Additional detection wells have been added to the MRP, due to indications of possible groundwater impacts at other locations at ALRRF. Table 6.4-1 (below) summarizes the monitoring well network, which is also presented in Figure 6.4-5. In addition, landfill gas extraction is the corrective action ongoing in the vicinity of monitoring wells MW-4A and MW-38.

Table 6.4-1

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

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

Point of Compliance (POC) (or Final Edge of Waste) Monitoring Wells	MW-41A, MW-41B, MW-42A, MW-42B, MW-43, MW-44A, MW-44B, MW-45A, MW-45B, MW-45C, MW-46A, MW-46B, MW-47A, MW-47B, MW-48A, MW-48B, MW-49AR, MW-49BR, MW-50, MW-51, MW-52
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FIRST SEMIANNUAL 2025 GROUNDWATER SAMPLING RESULTS

Prior to the start of the First Semiannual 2025 sampling period, groundwater monitoring wells have been sampled eight or more times and will continue to be monitored on a semiannual basis per WDR requirements except for wells MW-42B, MW-47B, MW-49AR and MW-49BR. Well MW-42B was dry during both First and Second Quarters of 2025, due to small water volume and slow recharge. A grab sample was collected from Well MW-47B to analyze for background parameters. Sampling of MW-42B and MW-47B will continue on a quarterly basis until the wells have been sampled at least eight times. MW-42B and MW-47B were sampled at least once in each of the First and Second Quarters of 2025, and sampling on a quarterly or more frequent basis will continue until these wells have been sampled at least eight times.

Fill Area 1

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

E-05R and E-07

Low concentrations of VOCs were detected in groundwater below the FA1 Unit 1 landfill toe in 1982. Monitoring wells E-05 and E-07 were installed near the toe in 1985 to provide groundwater data. E-05 was abandoned in May of 2023 and today, E-05R and E-07 are the Point of Compliance wells in this area. VOCs have significantly decreased over time.

During the First Semiannual 2025 period, in well E-05R there was a detection of tetrahydrofuran above the reporting limit. Additionally, there were detections of diethyl ether and tert-butyl alcohol. However, these detections are estimated because they are below reporting limits but above method detection limits. These detections are consistent with recent samples from E-05R as well as historical data from the original well E-05.

In E-07, no VOCs were detected at or above reporting limits during this period. Detections of cis-1,2-dichloroethene, dichlorodifluoromethane, diethyl ether, MTBE, tetrachloroethene and trichloroethene are estimated, as they were detected below their reporting limits but above their method detection limits.

No VOCs were detected in well E-23 (downgradient of E-05R and E-07) and no methane was detected with the associated gas probe (AL6).

MW-38

Monitoring well MW-38 is the only FA1 point of compliance well that is sampled semi-annually. It is located on the east side of FA1.

During the initial sampling event of MW-38, conducted late April 2022, one VOC was detected in groundwater. A Proposed Evaluation Monitoring Plan (EMP)², Engineering Feasibility Study (EFS)³, and initial and revised Amended Report of Waste Discharge (AROWD⁴) were submitted to the CVRWQCB (Geosyntec, February 2, 2022; May 9, 2022, and May 13, 2022). It was concluded that the VOC concentrations in groundwater at MW-38 were due to LFG effects. On February 15, 2022, the CVRWQCB indicated that the monitoring of water quality in the MW-38 area (including at the time newly installed downgradient well MW-53) should be included in the CDO status report for the corrective action areas. In a CVRWQCB letter dated December 13, 2022, the CVRWQCB provided comments to the May 13, 2022 AROWD and requested an additionally amended AROWD be submitted by March 31, 2023. WMAC has incorporated MW-39, vadose point UGP-4 (near MW-39), and data from LFG wells 843, 844 and 703 into the Corrective Action Status Report (SCS, 2024), based on additions to the May 2023 AROWD and requests made by the CVRWQCB in their June 6, 2023, letter. New additional well MW-53R and nearby gas probe UGP-16R replaced MW-53 and UGP-16 because they were abandoned in June 2024 for construction of FA2 Phase 7.

During the First Semiannual 2025 sampling event, groundwater results for MW-38 show detections of 1,1-dichloroethane and dichlorodifluoromethane. These detections are estimated as the concentrations are bellowing their reporting limits and above their method detection limits.

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

EB-20 is located east of FA1. Groundwater monitoring data collected over the past several years have shown continuing decrease in the concentrations of VOCs at this well. In monitoring well E-20B, 1,1-dichloroethane and dichlorofluoromethane were detected at concentrations above the reporting limit. These VOCs have been detected in E-20B since 1999.

During the First Semiannual 2025 sampling event, concentrations of 1,1-dichloroethane were detected above the reporting limit and above the method detection limit in E-20B. Five VOCs were also detected in E-20B at trace concentrations, cis-1,2-dichloroethene, dichlorodifluoromethane, diethyl ether, tert-butyl alcohol and tetrahydrofuran. All six VOCs were detected at concentrations at the lower end of their historical ranges in E-20B.

In downgradient well MW-20R, 1,1-dichloroethane was detected below the reporting limit.

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

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

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

No VOCs were detected in MW-27.

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

MW-4A

MW-4A is located north of FA1. Initial indications of measurably significant results for bicarbonate alkalinity and dissolved calcium, and the detection of five VOCs, cis-1,2-dichloroethene, 1,1-dichloroethane, MTBE, dichlorofluoromethane and trichloroethene, were recognized from the groundwater sampling data conducted in 2017. Resampling of MW-4A confirmed the statistical exceedance of potential LFG indicator parameter bicarbonate alkalinity, pointing to the influence of LFG. This well has continued to be sampled since this monitoring event.

During the First Semiannual 2025 sampling event, no VOCs were detected in MW-4A or associated monitoring wells.

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

Fill Area 2

Wells associated with FA2 were evaluated with the same statistical protocols used for FA1 wells as mentioned above. A summary of VOCs detected in FA2 is presented in Table 6.4-2 attached at the end of the memo, however, there were no detections of VOCs in FA2 during the First Semiannual 2025 sampling period.

Except for concentrations below the reporting limit of tert-butyl alcohol in samples MW-45C, MW-48A and MW-48B, no VOCs were detected in samples from Fill Area 2 detection monitoring wells or POC wells, MW-8A, MW-8B, MW-9, MW-15B, MW-16, MW-17, MW-17R, MW-18, MW-19, MW-27, MW-41A, MW-42A, MW-43, MW-44A, MW-44B, MW-45A, MW-45B, MW-46A, MW-46B, MW-47A, MW-47B, MW-49A, MW-49AR, MW-49BR, MW-50, MW-51, MW-52, PC-6B(R), WM-2, PC-2A, and PC-2C.

A solidification basin facility is being constructed north of FA2. Groundwater wells associated with this facility are being sampled. Wells being monitored for future detection monitoring of the solidification basin facility are MW-60, MW-64, MW-65 and MW-66. These wells were first sampled in January of 2025 and two additional times for background purposes. No VOCs were detected in the samples from wells MW-60 and MW-64 during this period. A below reporting limit concentration of tert-butyl alcohol was detected in the first sample of MW-66. Two subsequent samples had no VOC detections. Additionally, acetone, carbon disulfide and toluene were detected in MW-65. After resampling, toluene was detected below reporting limit concentrations in this well. WM notified CVRWQCB by email on March 20, 2025, of the January

2025 VOC detections in MW-65 and that additional sampling would be conducted. At the time of sampling, there were no industrial activities near or upgradient of this well, so the toluene detection is likely attributed to cross contamination during drilling and/or redevelopment of the well. Continued background sampling is recommended if toluene concentrations increase.

During the First Semiannual 2025 monitoring event, except for COD in MW-19, there were no initial concentration limit exceedances identified for the inorganic monitoring parameter sample data for Fill Area 2 wells.

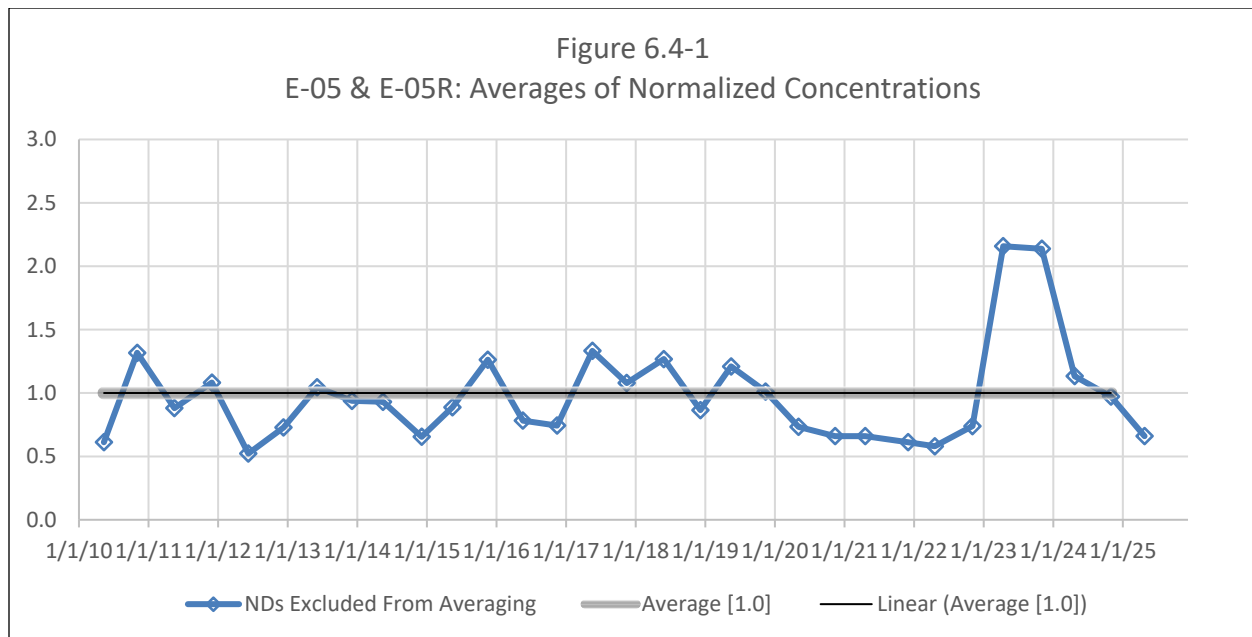
Reoccurring statistical exceedances observed in the First Semiannual 2025 period include, MW-8B (dissolved calcium, COD, chloride), MW-10 (dissolved calcium), MW-18 (chloride), PC-2A (dissolved calcium, chloride, TDS), MW-2 (dissolved calcium) and MW-62 (chloride and TDS). PC-2A (along with MW-8A and MW-8B) is a part of a group of wells that have experienced changes in inorganic groundwater chemistry starting as early as 2018. An evaluation of potential sources of the water quality changes was conducted for these wells, which determined the changes were due to storm water effects and not a release from the landfill (Geosyntec, 2020). WMAC has continued to report water quality data for all three wells in accordance with the 2016 WDR/MRP.

Trends in VOC Data

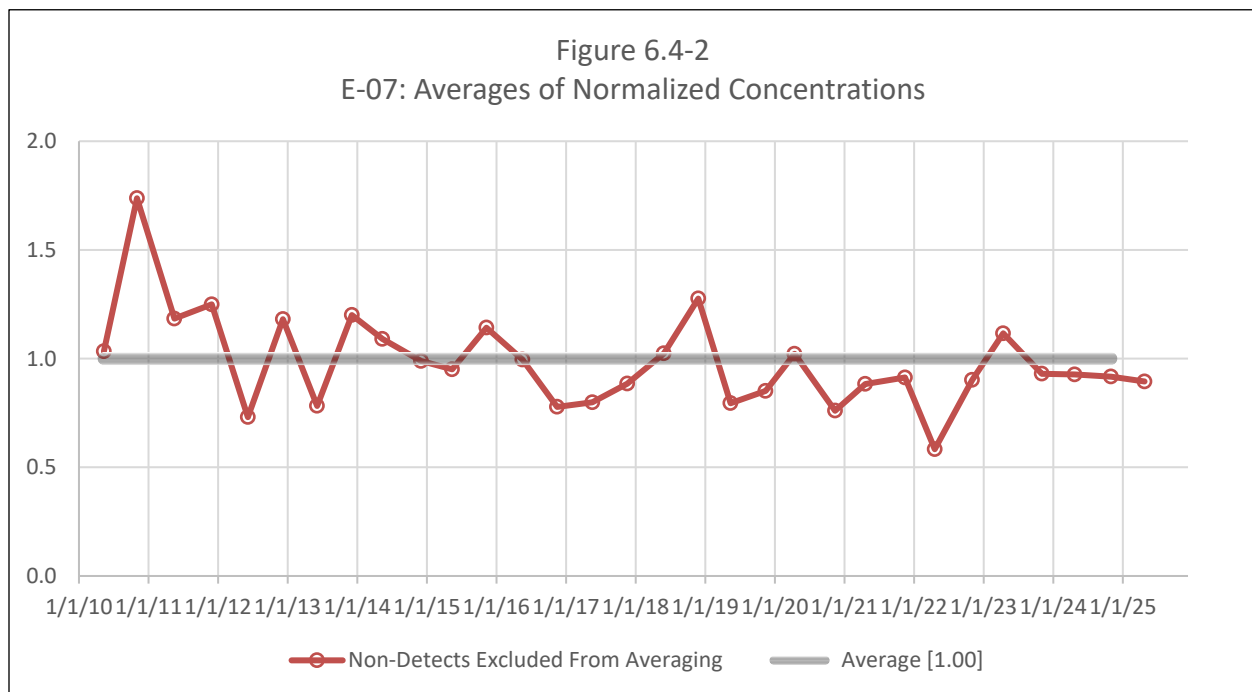
The Community Monitor reviewed the trends in data from monitoring wells where VOCs have been detected and continued graphing the data over time for each detected contaminant in each well. We have normalized the concentration data (dividing each data point by the average for that substance at that well,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

At Well E-05R at the toe of FA1, the data has shown (Figure 6.4-1) below average concentrations since May 2020. The April 2023 sample showed a sharp increase in total VOC concentration. This is primarily due to an increase in tert-butyl alcohol concentration, with respect to the previous sampling events. Tert-butyl alcohol is a degradation product of MTBE, which is a component of gasoline.

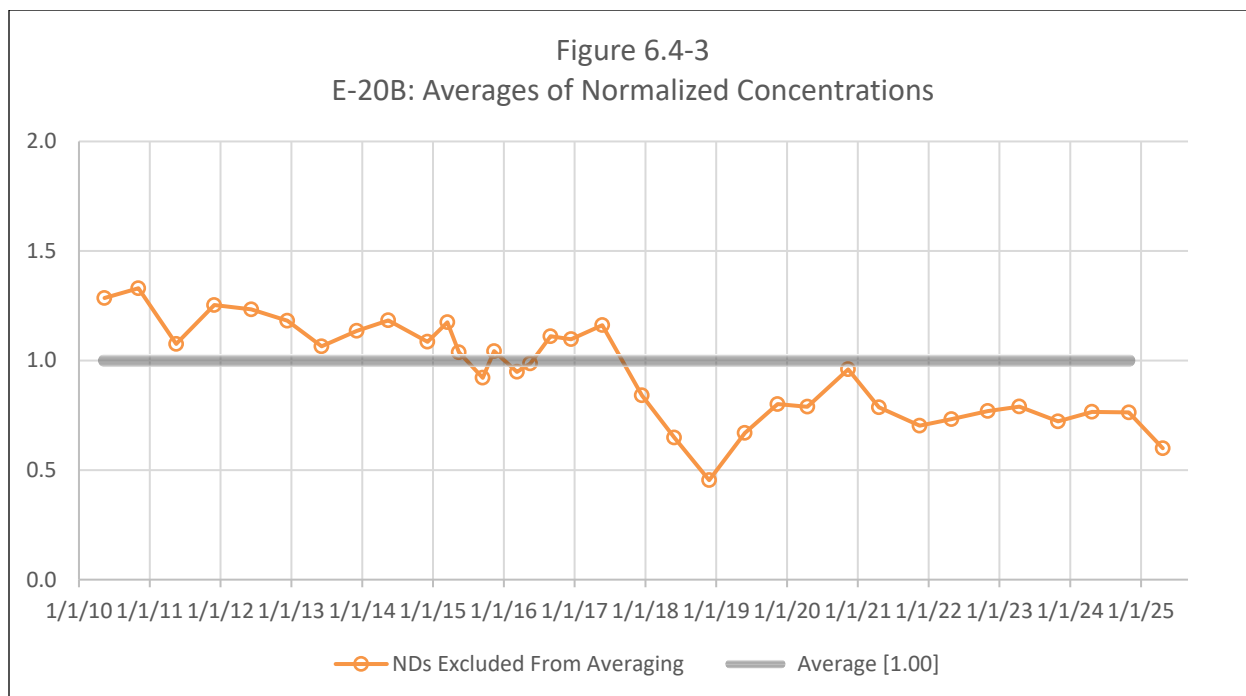
The April 2025 sample showed a continued decrease in total VOC concentration. This is primarily due to the decrease of tert-butyl alcohol. Concentrations at E-05R will continue to be tracked.



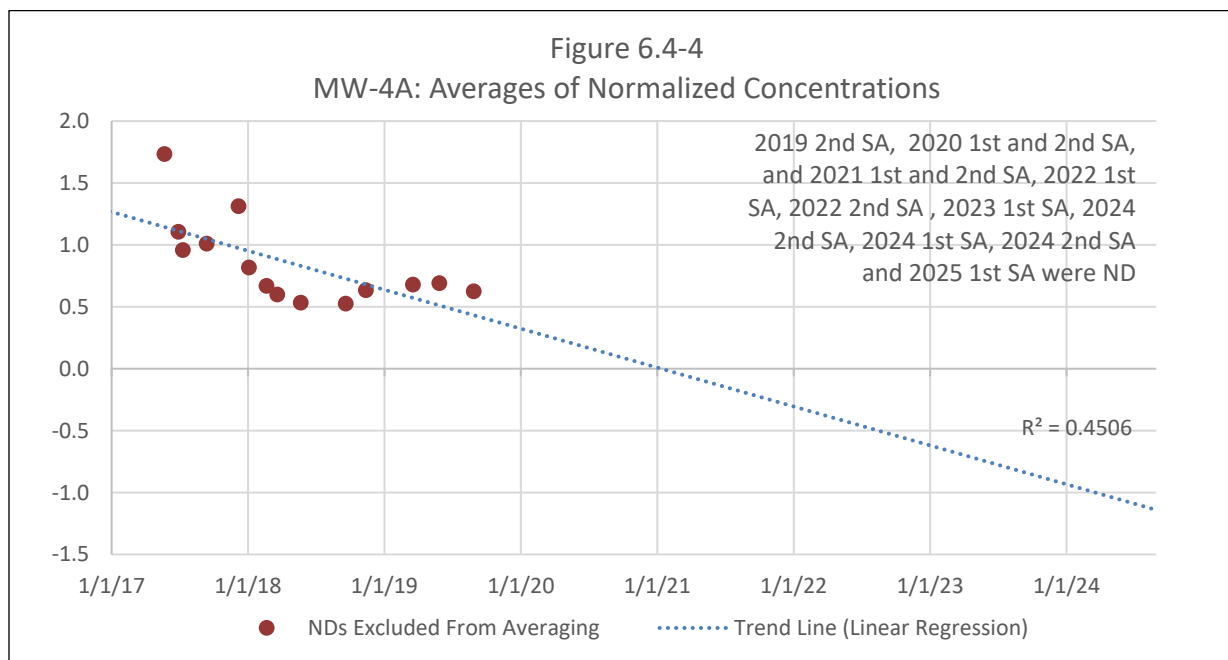
As shown in Figure 6.4-2, well E-07, a well in proximity to E-05 (though screened deeper), the April 2025 sample showed a continued slight decrease with respect to the previous sampling event. No clear trend is observed for this well, and the normalized concentrations over time will continue to be monitored.



Well E-20B, is located on the east side of FA1. As shown in Figure 6.4-3, the average across all VOCs shows clear decline in 2017 – 2018, but an increase from 2019-2021, bringing concentrations back to the historical average. The April 2025 sample was below average.



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



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

MEMO

RECOMMENDATION

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

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

6.4.2.1_Review of Reports From ALRRF_Groundwater

CMC Meeting of 10/8/25 - Agenda Item 6.4.2
October 2025

LANGAN

Table 6.4-2
Fill Areas 1 and 2 Analytical Results Summary
Altamont Landfill Resource and Recovery
Livermore, CA

CMC Meeting of 10/8/25 - Agenda Item 6.4.2
October 2025

Notes

VOC - Volatile Organic Compound

POC - Point of Compliance

X - Detection.

¹ First detection.

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

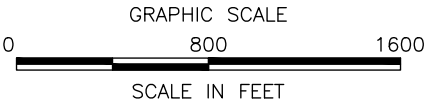
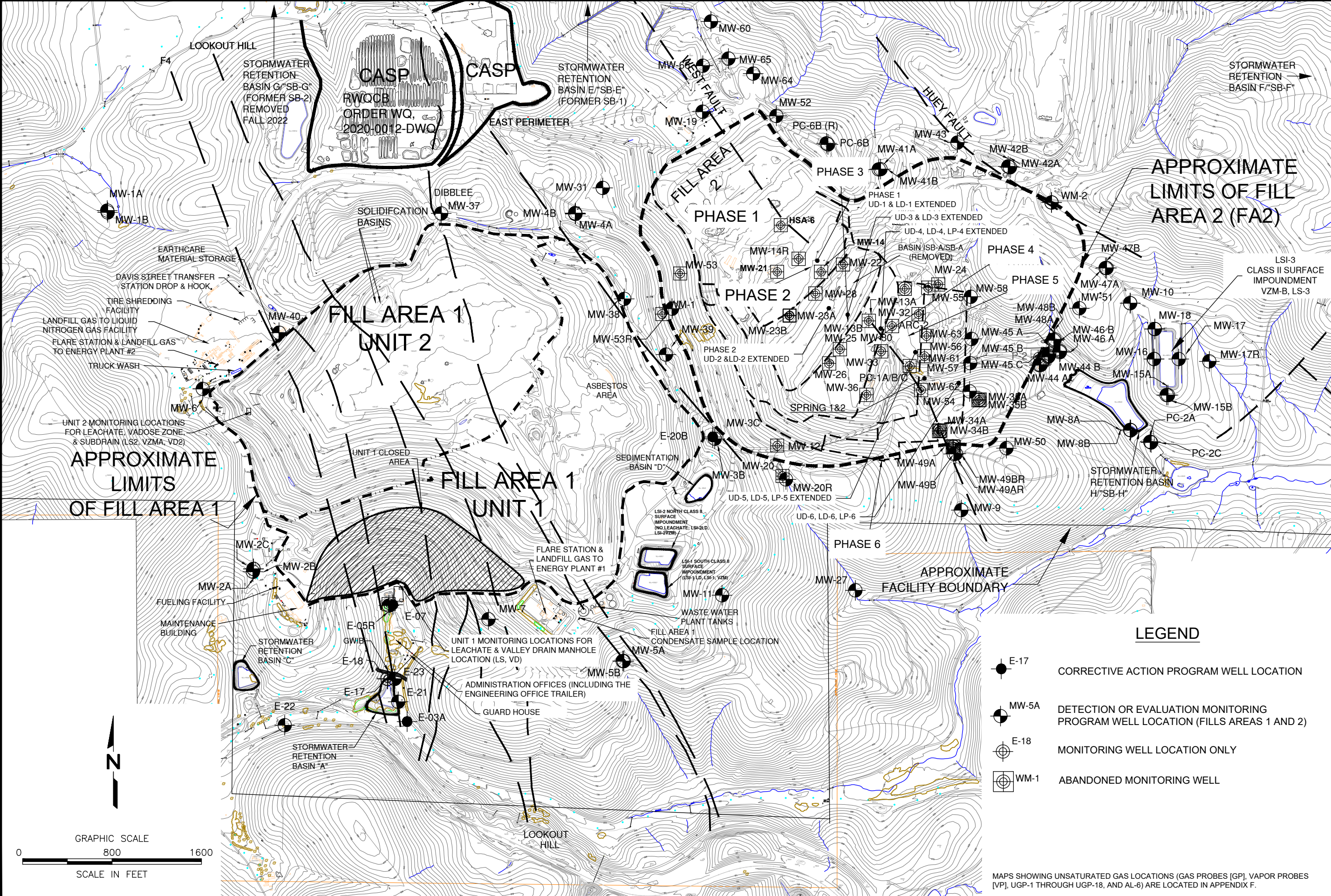
³ Analyte was detected in method, trip, and/or field blanks associated with a different lot during the same event, but not detected in the quality control blanks associated with this particular sample.

⁴ Denotes constituent also found in trip blank

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

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

\\LBC-FS01\\Data\\ES\\SW\\JOBS\\2002\\01202209 - Altamont\\Design\\ALRRF WDR Main Drawing.dwg, Jul 28, 2025 - 3:7pm By: Tbliren



LEGEND

- E-17 CORRECTIVE ACTION PROGRAM WELL LOCATION
- MW-5A DETECTION OR EVALUATION MONITORING PROGRAM WELL LOCATION (FILLS AREAS 1 AND 2)
- E-18 MONITORING WELL LOCATION ONLY
- WM-1 ABANDONED MONITORING WELL

MAPS SHOWING UNSATURATED GAS LOCATIONS (GAS PROBES [GP], VAPOR PROBES [VP], UGP-1 THROUGH UGP-18, AND AL-6) ARE LOCATED IN APPENDIX F.

SHEET TITLE: GROUNDWATER MONITORING NETWORK	NO.	REVISION	DATE
PROJECT TITLE: AL TAMONT LANDFILL AND RESOURCE RECOVERY FACILITY ALAMEDA COUNTY, CALIFORNIA	CLIENT: Waste Management of Alameda County, Inc.		
	SCS ENGINEERS ENVIRONMENTAL CONSULTANTS 3800 KILROY AVENUE, SUITE 100 LONG BEACH, CA 90806 PH: (562) 426-8644 FAX: (562) 427-0865 PROJ. NO. 01202209.10 DWN BY: J. BIRREN CDR BY: A. HUTCHENS APP BY: K. LISTER		
DATE: AUGUST 2025		SCALE: 1" = 800'	
FIGURE NO. 2			

135 Main Street San Francisco, CA 94104 T: 415.955.5200 F: 415.955.5201

To: ALRRF Community Monitor Committee

From: Langan – Community Monitor

Date: October 8, 2025

Re: **CMC Meeting of 10/8/25 - Agenda Item 6.5 - Updates on PFAS regulations and monitoring requirements**

PFAS MONITORING

The Committee Members have expressed continued interest in new developments related to per- and polyfluoroalkyl substances (PFAS) to better understand future requirements that may affect the landfill. Products known to contain PFAS are regularly disposed of in landfills.

California and Federal agencies are in the process of evaluating health risks and developing guidance for PFAS.

New Information

On September 17, 2025, the EPA released an announcement that the Department of Justice submitted a court filing on behalf of the EPA related to the designation of perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) as CERCLA hazardous substances¹. The EPA notes that the CERCLA designation can impose costly requirements on entities who release hazardous substances to the environment, which can include “passive receivers” such as entities who receive PFAS in waste like a landfill. EPA goes on to note that they continue to collect information about how passive receivers are saddled with unknown liability and costs related to receipt of PFAS and how a possible solution is a statutory fix to protect passive receivers. EPA also intends to develop a CERCLA Framework Rule to “provide a uniform approach to guide future hazardous substance designations, including how the agency will consider the costs of proposed designations.” EPA notes that costs to manufacturers, passive receivers, consumers, and the economy should be taken seriously during future designations. This announcement may mean that the future listing of other PFAS compounds as hazardous substances will be highly limited/restricted, if it occurs at all, and the EPA may seek to protect or exempt landfills and other passive receivers from responsibilities related to indirect PFAS contamination (i.e., other than manufacture or generation of PFAS).

¹ <https://www.epa.gov/newsreleases/trump-epa-announces-next-steps-regulatory-pfoa-and-pfos-cleanup-efforts-provides>

Old Information

At the ALRRF, PFAS were sampled in November 2019 in response to the State Water Resources Control Board's (SWRCB) investigative order (WQ 2019-0006-DWQ). The PFAS samples were analyzed by Eurofins TestAmerica in West Sacramento.

Leachate samples for Fill Area 1 reported total concentrations from approximately 21,000 to 26,000 parts per trillion (ppt). Fill Area 2 leachate sample (LS-4) reported concentrations considerably lower, with a total concentration of approximately 2,700 ppt. Trace concentrations (<2.0 ppt) of three PFAS compounds were detected in background monitoring well PC-6B(R), located up gradient of Fill Area 2. Trace concentrations of two PFAS compounds were reported in detection monitoring well PC-1B, located downgradient of Fill Area 2. Monitoring wells MW-4A and MW-13B reported small concentrations of PFAS, with total concentrations of 57 and 98 ppt. PFAS compounds were reported at higher concentrations in groundwater monitoring wells in the previously affected assessment and corrective action areas. In particular, wells E-05 and E-07 reported concentrations of approximately 2,000 and 1,200 ppt, respectively. Concentrations for wells E-20B and MW-20 were 650 and 670 ppt, respectively.

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

On May 18, 2022, the U.S. Environmental Protection Agency (EPA) added five PFAS to a list of risk-based values for site cleanups². These levels are used by the EPA and other agencies in the investigations of contaminated sites. No updates to the risk-based values have occurred for PFAS since May 2022.

On June 15, 2022 the EPA announced new drinking water health advisories for PFAS³. The EPA issued interim, updated drinking water health advisories for two substances and final health advisories for two additional substances. These health advisories inform the maximum contaminant levels allowed in drinking water, and would not have an effect at this moment on landfills.

On August 17, 2022 the Division of Drinking Water presented at the State Water Resource Control Board meeting on the Notification and Response Levels for Perfluorohexane Sulfonic Acid⁴. There is continued progress through the discussion of this topic from regulatory agencies but at this time no direct regulatory updates have occurred.

On August 26, 2022 the EPA announced under the Administrator Regan's PFAS Strategic Roadmap, significant action to protect communities health from the risks posed by certain

² <https://www.epa.gov/risk/regional-screening-levels-rsls-whats-new>

³ <https://www.epa.gov/newsreleases/epa-announces-new-drinking-water-health-advisories-pfas-chemicals-1-billion-bipartisan>

⁴ https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/pfas.html

PFAS's⁵. The EPA is proposing that PFAS become designated as a hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or "Superfund." This would increase transparency around the releases of PFAS and help hold polluters accountable for the cleanup. This proposal applies toward PFOA and PFOS.

On March 14, 2023, the EPA announced proposed national primary drinking water maximum contaminant levels (MCLs) for six PFAS (PFOA and PFOS as individual contaminants, and four contaminants as a PFAS mixture). The proposed regulation would require public water systems to monitor, notify the public of the contaminant levels, and treat drinking water to reduce the levels of these PFAS if they exceed the proposed MCLs⁶. California-specific MCLs for PFAS have not yet been established as of March 2023³, and the proposed regulations do not require any actions until finalized, likely by the end of 2023⁷.

On May 4, 2023, the EPA generated tables that reflect changes in the toxicity and chemical specific parameters per regional screening levels hierarchies⁷. The table compares the previous toxicity database to this new and current table. This update is in response to the Integrated Risk Information System (IRIS) which is a part of the risk assessment process in which hazard identification and dose-response assessment are applied to derive toxicity values.

On February 1, 2024, the Biden-Harris Administration announced new steps to protect communities from PFAS and other emerging chemicals of concern.⁸ The EPA is proposing to modify the definition of hazardous waste as it applies to the cleanups permitted at hazardous waste facilities to ensure the EPA's regulations are clearly reflected and authorizes states authorities to require the cleanup of the full range of substances under the Resource Conservation and Recovery Act (RCRA). The EPA states that the proposed rules would "strengthen protections for communities and drinking water supplies located near the 1,740 permitted hazardous waste facilities across the nation." This would include corrective action under RCRA, requiring facilities that treat, store, or dispose of hazardous waste to investigate and mitigate hazardous releases into soil, groundwater, surface water and air. The EPA will publish the proposals in the Federal Register.

Regarding corrective actions, known technologies for treating PFAS in water include granular activated carbon, ion exchange, and reverse osmosis⁹. Granular activated carbon and ion exchange resins remove chemicals by sorption (the chemical is attached to the media), which reduces concentrations of chemicals in the effluent water of the system. Reverse osmosis

⁵ <https://www.epa.gov/newsreleases/epa-proposes-designating-certain-pfas-chemicals-hazardous-substances-under-superfund>

⁶ <https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas>

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

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

⁸ <https://www.epa.gov/newsreleases/biden-harris-administration-announces-new-steps-protect-communities-pfas-and-other>

⁹ Interstate Technology and Regulatory Council (ITRC), 2022. Treatment Technologies – PFAS — Per- and Polyfluoroalkyl Substances. https://pfas-1.itrcweb.org/12-treatment-technologies/#12_1. Accessed on March 10, 2022.

removes contaminants by pushing water through a semipermeable membrane, effluent water has less chemicals, and a portion of the water (rejected water or concentrate) is collected for disposal. PFAS do not degrade in the environment, and one of the few technologies that can potentially destroy PFAS is incineration.

On April 10, 2024, the EPA announced the final National Primary Drinking Water Regulation (NPDWR) for six PFAS.¹⁰ Legally enforceable MCLs for six PFAS in drinking water have been finalized: PFOA, PFOS, PFHxS, PFNA and HFPO-DA and PFBS, using a Hazard Index MCL. The EPA also finalized health-based, non-enforceable MCL goals for these PFAS. The EPA is making funding available to ensure clean and safe water, \$1 billion dollars in funds will be accessible through the new 'Bipartisan Infrastructure Law' helping states and territories implement PFAS testing and treatment at public water systems, and to help private owners of wells address PFAS contamination. The EPA is prioritizing funding based on a formula that includes factors for population below poverty, small water systems, and occurrence of unregulated emerging contaminants.¹¹

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

On 8 July 2024, the EPA final rule designating two PFAS (PFOA and PFOS), including their salts and structural isomers - as hazardous substances under CERCLA became effective. In response, Langan reviewed the Data Submittal for Compliance with 13267 Order WQ 2019-0006-DWQ prepared by Wood Environment & Infrastructure Solutions, Inc., 2019, on behalf of Waste Management, to understand concentration of CERCLA PFAS at the landfill. This report was produced in response to the State Water Resources Control Board (SWRCB) Order that required groundwater and leachate sampling for per- and polyfluoroalkyl substances.

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

PFOA was detected in leachate above the MCL priority at:

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

PFOS was detected in leachate above the MCL priority at:

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

¹⁰ <https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas>

¹¹ https://www.epa.gov/system/files/documents/2023-02/EC%20Grant%20implementation%20manual_February%202023_final_508_0.pdf

- 110 ng/L (LS2)

PFOA was detected in groundwater above the MCL priority at:

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

PFOS was detected in groundwater above the MCL priority at:

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

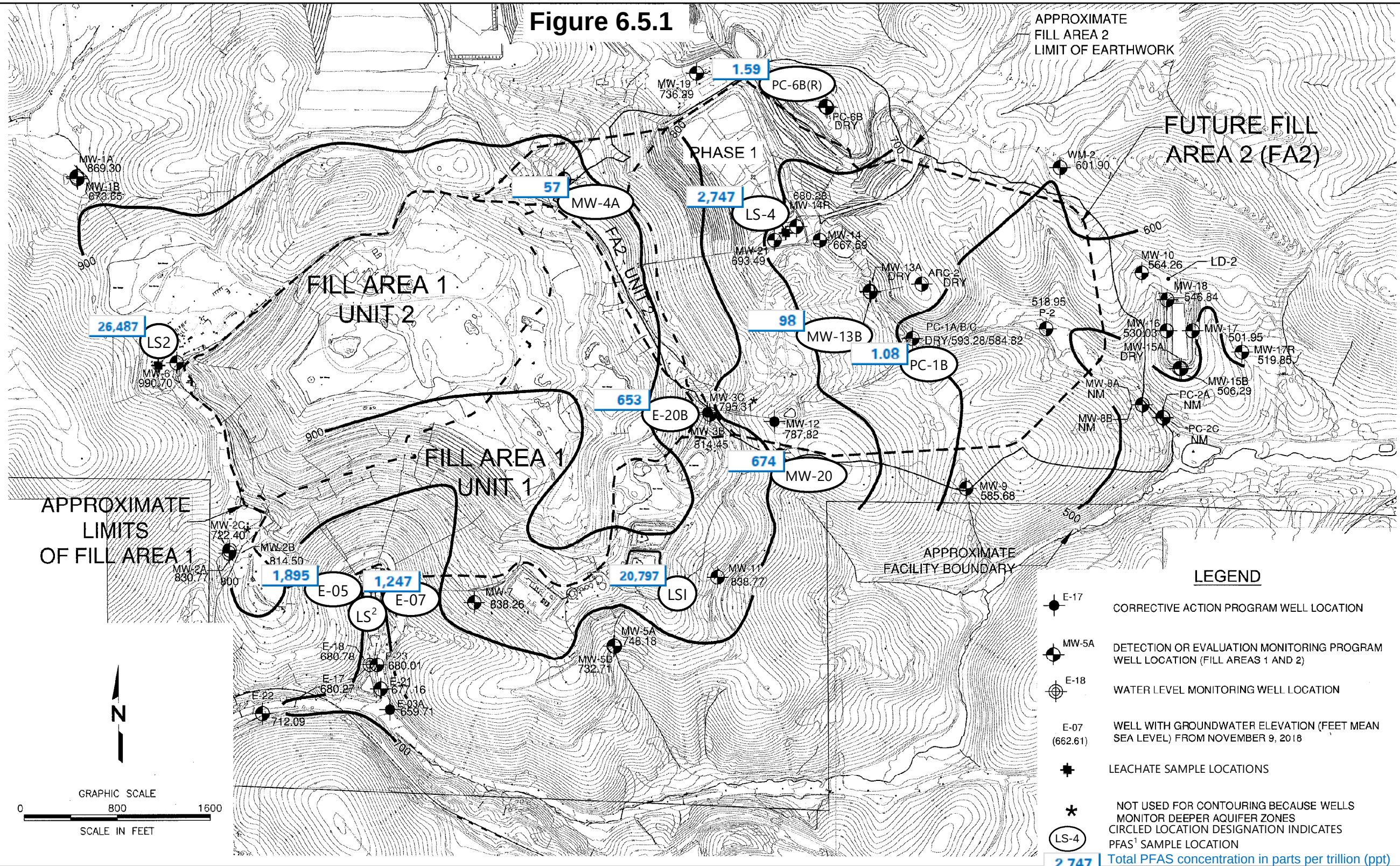
On January 20, 2025, the President of the United States issued a Presidential Memorandum on Regulatory Review. In this memorandum, it states that:

- No new rules are to be proposed or issued until reviewed and approved by a new department or agency head.
- Any rules sent to the Office of the Federal Register but not yet published must be withdrawn for review and approval
- To consider postponing the effective date of published or issued but not yet effective rules
- If no substantial questions arise, no further action is needed. For rules with substantial questions, notify and consult with the Office of Management and Budget (OMB) Director for appropriate action.

With this memorandum, the EPA delayed the effective date for "Implementing Statutory Addition of Certain Per- and Polyfluoroalkyl Substances (PFAS) to Toxics Release Inventory (TRI) Beginning with Reporting Year 2025" from 5 February 2025 to 21 March 2025. This final rule would subject nine PFAS to the same reporting rules as other chemicals of "special concern."

The Office of Information and Regulatory Affairs, of the Office of Management and Budget per the Executive Office of the President on 21 January 2025 withdrew EPA's proposed rule on the *Clean Water Effluent Limitation Guidelines and Standards for PFAS Manufacturers Under the Organic Chemicals, Plastic and Synthetic Fibers Point Source Category*. The concluded action is that this regulatory review has been withdrawn.

Figure 6.5.1



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

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

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

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

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

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

wood.

Figure **1**

135 Main Street San Francisco, CA 94015 T: 415.955.5200 F: 415.955.5201

To: ALRRF Community Monitor Committee

From: Langan, Community Monitor

Date: October 8, 2025

Re: **CMC Meeting of 10/8/25 – Agenda Item 6.6 – Reports From Community Monitor**

ALTAMONT MONTHLY OPERATIONS AND RECORDS REVIEW

During the third quarter of 2025, two site visits were performed by the Community Monitor. In addition to site visits, summaries of LEA inspections available on CalRecycle's website are reviewed and important issues are highlighted in the monthly reports. The reports in this item include:

- Community Monitor Site Visit for July, which took place on July 21, 2025.
- Community Monitor Site Visit for August, which took place on August 27, 2025.

Details about operations-related matters are provided in the attached reports. For the third quarter: disposal operations occurring in FA2, Phase 6; continued operations within FA1 solidification basins, construction of FA2 solidification basins and continued correspondence with the CVRWQCB regarding the May 14, 2025 NOV.

During the third quarter of 2025, there was one special occurrence which are discussed further in the following monthly reports.

June 2025**ALRRF Community Monitor Monthly Report**Monthly Tonnage Report for June 2025, received July 15, 2025

Tonnage Summary:		<u>tons</u>	
Disposed, By Source Location			
1.1	Tons Disposed from Within Alameda County	75,937.09	
1.2	Other Out of County Disposal Tons	2,740.66	
	subtotal Disposed	82,306.75	
Disposed, By Source Type			
2.1	C&D	867.56	
2.2	MSW	73,607.58	
2.3	Special Wastes	4,202.61	
	subtotal Disposed	78,677.75	
		3.45	0.00%
Other Major Categories			
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	3.45	
2.5	Revenue Generating Cover	68,880.96	
	Total, 2.1 - 2.5	147,562.16	
Materials of Interest			
2.1.1	Fire Debris	867.56	
2.3.1	Friable Asbestos	789.20	
2.3.2	Treated Wood	106.54	
2.5.1	Class 2 Cover Soils	43,107.99	
2.5.2	Auto Shredder Fluff	13,385.64	
2.5.3	Processed Green Waste/MRF fines, Beneficial Use (GSET)	0.00	
2.5.4	MRF Fines for ADC	272.63	

ALRRF Reports from Community Monitor

July 2025

Site Visit July 21, 2025, 10:00 AM – 12:00 AM

- Attended by Megan Rollo (Langan, Community Monitor)
- Escort: Sonam Kaur (Waste Management), announced.
- Weather: Sunny, 64.

General Observations

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

Fill Area 1

- Fill Area 1 (FA1) was observed at the LSI ponds.
- The LSI ponds were in good condition. LSI-2, which holds underdrain and rainwater was observed with 9 feet of freeboard.
- LSI-1, which holds leachate, had 7 feet of freeboard.



Fill Area 2

- Landfill operations were occurring on Phase 6 for public use and commercial use.
- Some birds present.
- One tipper present in FA2.
- Several piles of ADC present.



Back-40 and Bethanny Reservoir

- Some litter observed in the Back-40.



Solidification Basins in FA1

- Appear to be in good condition.
- Yellow and Blue flag areas separated by visible berm.



Other Environmental Observations / Issues

Special Occurrences

- There were no special occurrences during the month of July.

July 2025**ALRRF Community Monitor Monthly Report**Monthly Tonnage Report for July 2025, received August 15, 2025

Tonnage Summary:		<u>tons</u>	
Disposed, By Source Location			
1.1	Tons Disposed from Within Alameda County	85,240.64	
1.2	Other Out of County Disposal Tons	1,694.87	
	subtotal Disposed	86,935.51	
Disposed, By Source Type			
2.1	C&D	674.72	
2.2	MSW	82,989.45	
2.3	Special Wastes	3,271.34	
	subtotal Disposed	86,935.51	
		0.00	0.00%
Other Major Categories			
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	0.00	
2.5	Revenue Generating Cover	47,876.89	
	Total, 2.1 - 2.5	134,812.40	
Materials of Interest			
2.1.1	Fire Debris	674.72	
2.3.1	Friable Asbestos	1,061.08	
2.3.2	Treated Wood	123.49	
2.5.1	Class 2 Cover Soils	16,178.86	
2.5.2	Auto Shredder Fluff	16,171.43	
2.5.3	Processed Green Waste/MRF fines, Beneficial Use (GSET)	0.00	
2.5.4	MRF Fines for ADC	357.65	

ALRRF Reports from Community Monitor

August 2025

Site Visit August 27, 2025, 11:00 AM – 1:00 PM

- Attended by Megan Rollo (Langan, Community Monitor)
- Escort: Sonam Kaur (Waste Management), announced.
- Weather: Sunny, 75, Windy.

General Observations

- Traffic to the site was flowing freely through the road and the entrance of the landfill upon arrival.
- The scale houses appeared to be in good condition.
- Litter observed in and around roadways throughout site.

Fill Area 1

- Fill Area 1 (FA1) was observed at the LSI ponds.
- The LSI ponds were in good condition. LSI-2, which holds underdrain and rainwater was observed with 10 feet of freeboard.
- LSI-1, which holds leachate, had 7 feet of freeboard.



Fill Area 2

- Landfill operations were occurring on Phase 6 for public use and commercial use.
- Some birds present.
- Three tippers present in FA2.
- Several piles of ADC present.
- Winterization efforts for site to begin in October.



Back-40 and Bethanny Reservoir

- Some litter observed in the Back-40.



Solidification Basins in FA2

- Construction of the solidification basins in FA2 continue to move forward. See photos below.
- CVRWQCB on-site with FA2 basins for permitting.



Other Environmental Observations / Issues

- AOCs from May 27, 2025, NOV issued by the CVRWQCB have been completed, but submission to Geotracker is still pending at this time.

Special Occurrences

- There was one special occurrences during the month of August. On August 13, 2025, a high-side trailer was stuck at the top end of the trailer and caused the trailer and cab to tip over in FA2, Phase 6. No WM equipment or vehicles were involved. No injuries occurred.

ALRRF Community Monitor Monthly Report**August 2025**Monthly Tonnage Report for August 2025, received September 15, 2025

Tonnage Summary:		<u>tons</u>	
Disposed, By Source Location			
1.1	Tons Disposed from Within Alameda County	80,810.11	
1.2	Other Out of County Disposal Tons	1,582.62	
	subtotal Disposed	82,392.73	
Disposed, By Source Type			
2.1	C&D	1,598.14	
2.2	MSW	77,139.61	
2.3	Special Wastes	3,654.98	
	subtotal Disposed	82,392.73	
		0.00	0.00%
Other Major Categories			
2.4	Re-Directed Wastes (Shipped Off Site or Beneficially Used)	2.83	
2.5	Revenue Generating Cover	52,118.51	
	Total, 2.1 - 2.5	134,514.07	
Materials of Interest			
2.1.1	Fire Debris	1,598.14	
2.3.1	Friable Asbestos	1,990.67	
2.3.2	Treated Wood	136.38	
2.5.1	Class 2 Cover Soils	21,628.94	
2.5.2	Auto Shredder Fluff	15,091.27	
2.5.3	Processed Green Waste/MRF fines, Beneficial Use (GSET)	0.00	
2.5.4	MRF Fines for ADC	297.75	



COMMUNITY MONITOR COMMITTEE STAFF REPORT

TO: Community Monitor Committee Members

FROM: Judy Erlandson, Public Works Manager

SUBJECT: Agreement with Langan, CA, Inc. for Community Monitor Consulting Services

RECOMMENDED ACTION

Staff recommends the Community Monitor Committee (CMC) approve the Agreement for Consulting Services with Langan, CA, Inc. (Langan) for one three-year term with the allowance for one three-year extension.

BACKGROUND

The Settlement Agreement, dated November 30, 1999, between the County of Alameda, the City of Livermore, the City of Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc. (Settlement Agreement), provided for the hiring of a Community Monitor to monitor the Altamont Landfill and Resource Recovery Facility's (ALRRF) compliance with environmental laws and regulations and to advise the public and the Cities of Livermore and Pleasanton about technical issues relating to the ALRRF.

DISCUSSION

On October 9, 2019, the Community Monitor Committee (CMC) and Langan Engineering and Environmental Services entered into the current agreement for Community Monitor services as defined by the Settlement Agreement. On July 13, 2022, the Committee voted unanimously to extend the current agreement for the final term from January 1, 2023 to December 31, 2025.

Because the current agreement with Langan expires at the end of 2025, a Request for Proposals (RFP) for a Community Monitor was approved at the CMC Meeting on January 8, 2025 and the RFP was subsequently released on January 16, 2025. The deadline to submit responses to the RFP was Monday, February 17, 2025. One response was received from Langan, CA Inc.

MEETING DATE:

October 8, 2025

AGENDA ITEM:

6.7

At the April 10, 2025 CMC meeting, the Committee Members voted to pursue negotiations with Langan for Community Monitor services. A draft Agreement has been reviewed by Langan staff and both the attorneys from the cities of Pleasanton and Livermore and is attached to this staff report. The Livermore City attorney noted that Section 28 limits liability to the amount of insurance limits (Exhibit B), as requested by Langan and is consistent with the current CMC agreement approved in 2019.

Staff recommends the CMC approve the Agreement for Consulting Services with Langan for one, three-year term in an amount not to exceed \$118,000 for services conducted in the first year of the Agreement. If approved, the Agreement will be routed via DocuSign for Committee Member signatures.

Approved by:



Judy Erlandson

Public Works Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the Community Monitor Committee ("Committee"), and Langan CA, Inc. ("Consultant"), a California corporation.

RECITALS

A. The Committee was established by a Settlement Agreement, effective December 5, 1999, ("Settlement Agreement") entered into by and between the County of Alameda, the City of Livermore, the City of Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc. ("WMACI"). As required by Section 5.1 of the Settlement Agreement, the Committee consists of four (4) voting members and is comprised of one member from the City of Livermore, City of Pleasanton, Sierra Club, and the Northern California Recycling Association respectively.

B. The City of Livermore provides staff support to the Committee and, pursuant to a letter agreement dated July 6, 2004, a copy of which is attached hereto as Exhibit "C", the City of Livermore acts as the financial agent for the Committee.

C. The Settlement Agreement contemplates the hiring of a Community Monitor, which is a technical expert, to monitor the Altamont Landfill and Resource Recovery Facility's ("ALRRF") compliance with environmental laws and regulations, and to advise the public and the Cities of Livermore and Pleasanton about environmental and technical issues relating to the operation of the ALRRF.

D. The Committee requires professional services to perform the duties of Community Monitor. Under Section 5.1.2 of the Settlement Agreement, the Committee is responsible for: (a) interviewing, retaining, supervising the work and overseeing the payment of, and terminating the contract of the Community Monitor; (b) reviewing all reports and written information prepared by the Community Monitor; and (c) participating in the Five Year Compliance Reviews and the Mid-Capacity Compliance Review (as those terms are defined in the Settlement Agreement).

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

AGREEMENT

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

1. Retention as Consultant. Committee hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors. The relationship of the parties shall be that of independent contractors. Consultant and its employees are not Committee officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. Description of Services. Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

(1) Provide technical expertise to monitor ALRRF compliance with environmental laws and regulations; and

(2) Advise the public and the Cities of Livermore and Pleasanton about environmental and technical issues relating to the operation of the ALRRF.

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

4. Consultant's Responsibilities. Consultant shall:

(a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(b) Provide the resources necessary to complete the Services in a timely manner;

(c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with Judy Erlandson, Public Works Manager for the City of Livermore ("Project Manager"), or such other person designated as the Project Manager by Committee;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice Committee for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested.

Consultant shall not submit an invoice to Committee more frequently than once a calendar month;

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

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

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

(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the Committee, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by the Committee to Consultant for the Services conducted in year 1 **SHALL NOT EXCEED** the sum of \$118,000 ("not-to-exceed amount"). Committee shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, and overhead and

administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) Consultant shall invoice Committee for services rendered in the previous month, and at the rates set forth in the Schedule of Fees, attached as Exhibit "A". The total of all invoices for work conducted in year 1 of the Agreement shall not exceed \$118,000. The total of all invoices for work conducted in subsequent years of the work shall not exceed \$118,000 times the Consumer price index (CPI) for the previous year for the cities of San Francisco-Oakland-San Jose as published by the U.S. Department Of Labor, Bureau Of Labor Statistics.

The total of all invoices for work conducted in subsequent years of the Agreement shall be increased by an amount that is equivalent to the percent change, from calendar year to calendar year, of the Consumer Price Index for All Urban Consumers (CPI-U), all items index, for San Francisco-Oakland-San Jose, and applied to the base amount of \$118,000 to determine maximum compensation for year 2. Year 3 compensation will be determined by applying the aforementioned CPI-U to the maximum compensation amount determined in year 2.

If this Agreement is extended for one (1) three-year term as specified in Section 6 of this Agreement, year 4 (the first extension year) compensation will be determined by applying the aforementioned CPI-U to the maximum compensation amount determined in year 3; Year 5 (the second extension year) compensation will be determined by applying the aforementioned CPI-U to the maximum compensation amount determined in year 4; and year 6 (the third extension year) compensation will be determined by applying the aforementioned CPI-U to the maximum compensation amount determined in year 5.

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

(c) Committee (or its designated representative) shall pay Consultant no later than thirty (30) days after Committee receives a written invoice from Consultant and verifies the Services were performed for the payment requested. The City of Livermore agrees to forward the invoice to the WMACI ALRRF in a timely manner. Upon receipt of the invoice, WMACI, will reimburse the City of Livermore in a timely manner. The Consultant agrees that in the event of non-payment of any invoice by WMACI, the Consultant will not seek payment from the Committee or signatory to the Settlement Agreement other than WMACI.

6. Term. The term of this Agreement commences on January 1, 2026, and terminates upon the completion of the Services or December 31, 2028, with the allowance for one (1) three-year extension upon the unanimous approval from the Committee at a Community Monitor Committee meeting.

7. Termination by Committee. Committee may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services

except where necessary to preserve the benefit of the work, and then assemble the work on the Services for delivery to Committee on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5. The Committee shall forward the Consultant's final invoice to WMACI for payment.

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

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

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

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend the Committee, and the Cities of Pleasanton and Livermore from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, to the extent such Liability caused by the negligence or willful misconduct of Consultant. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the Committee, the City of Pleasanton, or the City of Livermore.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) **Modification for Design Professional Services.** To the extent this Agreement is for “design professional services” defined in California Civil Code section 2782.8, then Consultant’s duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

12. Insurance. Consultant shall maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit “B” against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time.

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

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

15. Conflict of Interest. Consultant represents that no Committee Member or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant’s business by or from a Committee Member or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between Committee Members and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement. Consultant represents that it has not performed any work as a past or current employee or contractor of WMACI or its parent company (Waste Management, Inc.).

16. Economic Disclosure. Consultant shall comply with the Political Reform Act and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants’ financial interest. While it is Consultant’s sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by Committee.

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

18. No Assignment. Consultant shall not assign or subcontract any of the Services without Committee’s prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment. Consultant may assign this Agreement to any of its affiliates or subsidiaries without the

prior consent of the Committee, provided that Consultant provides notice of such assignment, and such affiliate or subsidiary assignee assumes all of Consultant's rights and obligations under the Agreement. If Consultant requests the Committee's consideration and consent to an assignment, the Committee may deny or approve such request in its sole discretion. Any request for an assignment shall be made in a manner to be prescribed by the Committee, and no request by Consultant for consent to an assignment need be considered by Committee unless and until Consultant has met (or with respect to matters that would only occur upon completion of the assignment if approved, made reasonable assurances that it will meet) the requirements outlined in this Agreement. Should Committee consent to any assignment request, such assignment shall not take effect until all conditions relating to the City's approval have been met.

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

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

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

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

TO CITY: Attention: Community Monitor Committee
 c/o City of Livermore
 Attn: Judy Erlandson
 City of Livermore
 3500 Robertson Park Road
 Livermore, California 94550

TO CONSULTANT: Attention: Mukta Patil, PE Associate
 Langan CA, Inc.
 135 Main Street, Suite 1500
 San Francisco, CA 94105

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

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

25. Survival. The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

27. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

28. Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, partners, employees, agents, and Subconsultants, to Committee, and anyone claiming through or under Committee, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty shall not exceed the insurance limits required by this Agreement.

Signatures and Attachment List on the Next Page

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

CONSULTANT:

Dated:

DocuSigned by:
Dorinda Shipman
A906A95453204D7
Dorinda Shipman
Principal

9/26/2025 | 3:33 PM PDT

COMMUNITY MONITOR COMMITTEE

Dated:

Ben Barrientos, City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Dated:

Matthew Gaidos, City of Pleasanton
123 Main Street
Pleasanton, CA 94566

Dated:

Emmanuel Nava, Northern
California Recycling Association
18982 Santa Maria Ave,
Castro Valley, CA 94546

Dated:

Donna Cabanne, Sierra Club
Livermore, CA 94550

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

APPROVED AS TO FORM:

Signed by:

Molly A. O'Toole

8C094721F53540E
Deputy/Assistant/Senior Assistant/City Attorney
City of Livermore

APPROVED AS TO FORM:

DocuSigned by:



4D31B89E96AC1B4...
City Attorney
City of Pleasanton

rev. 06/2012

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

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

Dated:

Signed by:

Marianna A. Burch

9529DE8D0B1447...
City Manager

9/26/2025 | 3:14 PM PDT

APPROVED AS TO FORM:

Signed by:

Molly A. O'Toole

8C094721F53540E...
Deputy/Assistant/Senior Assistant/City Attorney

DS

JS

Attachments:

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

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

rev. 06/2012

Cost Proposal

SCOPE OF WORK AND FEES

Langan's involvement in the project for 17 years enables us to understand the Community Monitor role and the technical and practical compliance support the Community Monitoring Committee requires. We can estimate our proposed fees much more accurately and is consistent with the budget of the previous contracts. The Scope of Work described in the RFP are abbreviated as noted in the table on the next page. While many of the tasks have an estimated number of hours to perform the services, based on our prior experience, we have also provided lump sum budgets to routine tasks (for example: annual report preparation). Certain tasks are inherently part of the project scope and will be performed at no additional cost. For example, Task 4 (serve as primary liaison with WMAC and agencies) has no specific number of hours allotted but is part of the role of the Community Monitor, Tasks 3 and 8.

Based on our prior experience, we understand that some of the work is driven by events such as severe weather, an issue raised by an agency, a compliance monitoring and reporting requirement change, etc. The annual budget is anticipated to cover such work (for example, Five-year review of the Solid Waste Facility Permit) that is performed once or twice during the contract term. Our fees will be reflective of the actual time and materials expended. Our proposed budget reflects an increase from the budget of the previous contract based on our experience during the 2020 to 2025 contract period. The landfill continues to expand operational areas which generate more reports and data to review and requires additional time to observe and track. The proposed budget is sufficient to comprehensively serve the Community Monitor Committee.

The tasks and budget below do not include hours and costs that may be needed if a 'substantial noncompliance' event occurs, as described in Settlement Agreement Sections 5.3.3 and 5.7.6. We understand that this would be treated as an extra cost, limited to 20% of the value of our bid for Community Monitor Services.

Cost Proposal

EXHIBIT A

**Proposed Budget
Time and Materials Cost
RFP 25-372585**

Task No.	Staff Last Name	Shipman	Patil	Stafford	Rollo	Expense	Lumpsum \$	Langan Total	Hill	Brownsey	Guo	Teller	Expense	ESA Subtotal	ESA Total (10% Markup)	Total Hours	Total Cost
Task Name	Hourly Rate	\$300	\$275	\$185	\$150	\$225			\$202	\$276	\$189	\$189	\$120				
1	Review submitted reports, documents and data.	4	12	20	30			\$12,700	4	12	16	16		\$10,168	\$11,185	84	\$23,885
2	Directly lead and oversee inspections and report preparation.		4	4	12			\$3,640	4					\$808	\$889	12	\$4,529
3	Present reports and findings to the CMC.	2	12	16	16	4		\$10,160	6	6	6			\$4,002	\$4,402	48	\$14,562
4	Serve as the primary liaison with WMAC and agencies.							\$0						\$0	\$0	0	\$0
5	Review all documents submitted to the County re CUP, compliance reviews, and midcapacity Compliance Review.	2	4	10	36			\$8,950		2	2			\$930	\$1,023	20	\$9,973
6	Review and evaluate information re variance or declassified waste. (Class II soil file reviews included)				16			\$2,400						\$0	\$0	0	\$2,400
7	Review all other reports, documents and data regarding ALRRF compliance.		4	6	12			\$4,010	1	2	2			\$1,132	\$1,245	15	\$5,255
8	Prepare agendas and minutes, and other preparation, for all CMC meetings.	2	4	12	48			\$11,120		2	2			\$930	\$1,023	22	\$12,143
9	Provide oral presentation(s) to CMC regarding progress on Scope of Work.		4	6	6			\$3,110						\$0	\$0	10	\$3,110
10	Issue a written Annual Report.						8,000	\$8,000						\$0	\$1,200	0	\$9,200
11	Notify the CMC if noncompliance is reasonably suspected. If substantial, notify WMAC and the LEA.		2	4				\$1,290	2					\$404	\$444	8	\$1,734
12a	Review all data for proposed variance or declassified waste.		2	4	10			\$2,790						\$0	\$0	6	\$2,790
12b	Review inspection reports by LEA and other agencies; target inspections to other issues.		2	6	12			\$3,460						\$0	\$0	8	\$3,460
13a	Inspect ALRRF 12x / year, including 4 unannounced and 3 off hours inspections.				85	12		\$15,450	12				4	\$2,904	\$3,194	12	\$18,644
13b	Accompany LEA on inspections 4 - 6 times per year.							\$0						\$0	\$0	0	\$0
13c	If substantial noncompliance occurs, up to six (6) additional same-day inspections.							\$0						\$0	\$0	0	\$0
14	Truck counts: minimum of 2 per year at entrance (up to 6 in response to discrepancy) for compliance with CUP traffic condition.			18		8		\$5,130						\$0	\$0	18	\$5,130
15	Report to CMC, which oversees work and expenses.							\$0						\$0	\$0	0	\$0
16	Contact EPA inspector(s) annually.		2					\$550						\$0	\$0	2	\$550
Total Annual Hours		10	52	106	283				29	24	28	16					
Total Annual Cost								\$92,800							\$24,700		\$118,000

Cost Proposal

SCHEDULE OF FEES AND CONDITIONS

Effective 1 January 2025

BILLING CATEGORY	HOURLY BILLING RATE
Technician	140
Staff Personnel	150
Senior Staff Personnel	165
Project Personnel	185
Senior Project Personnel	220
Associate / Senior Associate	275
Associate Principal / Principal	300
Senior Principal / Managing Principal	325
Sr. Consultant	300

- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
- Litigation-related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one-half day and a minimum of 8 hours for services over 4 hours.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

CONSULTANT EQUIPMENT RENTAL RATES

Automobiles, Vans, and Small Trucks (travel time plus time on site) \$26.25 per hour/\$220 per day. Nuclear Moisture-Density Gauge \$16.20 per hour

COMPUTER SERVICES

Our in-house computer usage is billed on a time used basis at the following rates:

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

SURVEYING SERVICES

See survey-specific Schedule of Fees and Conditions

SUBCONTRACTOR/SUBCONSULTANT COSTS

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 10%.

REIMBURSABLE EXPENSES

PROFESSIONAL LIABILITY AND RELATED INSURANCE

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

IN-HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$10.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

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

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates.

PREVAILING WAGE

If applicable, prevailing wage premium will be added to the rates stated above.

TERMS

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

EXHIBIT B

INSURANCE REQUIREMENTS

Scope and Limits of Insurance

Consultant/Contractor shall maintain limits of:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
\$2,000,000 per occurrence/**\$4,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease/policy limit. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."
4. Professional Liability/Errors and Omissions:
\$1,000,000 per claim and in the aggregate. Consultant/Contractor evidences that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for reasonable approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-VII and authorized to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

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

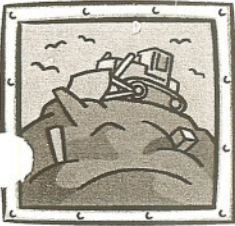
1. The City of Livermore and the City of Pleasanton, their officers, officials, employees, and designated volunteers, are to be covered as additional insureds as respects: liability to activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore and to the City of Pleasanton, their officers, officials, employees, or volunteers.

EXHIBIT B

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as an additional insured.
3. Any failure to comply with reporting or other provisions of the policy, including severability of interests, shall not affect coverage provided to the City of Livermore and to the City of Pleasanton, their offices, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550 and City of Pleasanton, P.O. Box 520, Pleasanton, CA 94566.

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) required herein effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. In the event of a claim, specifically relating to the services of this Agreement, the City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.



COMMUNITY MONITOR COMMITTEE

Altamont Settlement Agreement

David Darlington
Chair
City of Livermore

July 6, 2004

Matt Morrison
Vice-Chair
Sierra Club

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

Re: Managing Funds for the Community Monitor Committee

John Hanscom
Member
NCRA

Dear Ms. Barton:

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

Mark Wilson
Member
City of Pleasanton

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

Jacque Delgadillo
Liaison

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

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

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

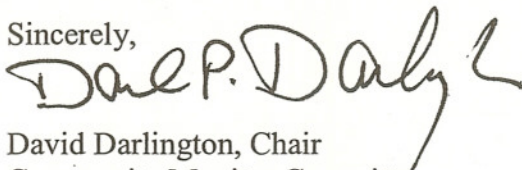
Committee and to Waste Management. Waste Management must pay these invoices to the Committee within 45 days of receipt. (Section 5.3.1) And, presumably, the Committee then pays the Community Monitor. The Committee may also be receiving monies from Waste Management as reimbursement for its own reasonable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

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

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

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

Sincerely,



David Darlington, Chair
Community Monitor Committee

(Based upon Committee vote taken May 25, 2004)

Attachment:

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

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



Linda Barton, City Manager

1-12-04

Date

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



COMMUNITY MONITOR COMMITTEE STAFF REPORT

TO: Honorable Chairperson and Community Monitor Committee Members

FROM: Judy Erlandson, Public Works Manager

SUBJECT: Scheduling Community Monitor Committee Meetings for 2026

RECOMMENDED ACTION

Staff recommends the Community Monitor Committee establish and approve the Community Monitor Committee Meeting Calendar for 2026.

DISCUSSION

The Settlement Agreement, dated December 5, 1999, between the County of Alameda, the City of Livermore, the City of Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc. (Settlement Agreement), describes the duties and obligations of the Community Monitor Committee, but does not require a minimum number of Committee meetings per year.

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

Suggested dates for the Community Monitor Committee meeting for calendar year 2026 are as follows:

- January 14
- April 8
- July 8
- October 14

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

All meetings will be held at the Maintenance Services Center. The Maintenance Services Center lunchroom is available for the dates listed above. If an alternative schedule of regular meeting dates is chosen, these can be established pending venue availability.

MEETING DATE:

10-8-2025

AGENDA ITEM:

6.8

ATTACHMENTS

1. None

Approved by:

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

Judy Erlandson
Public Works Manager