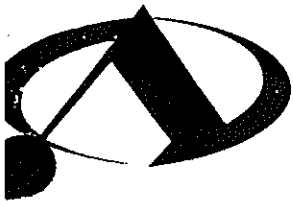


EXHIBIT 4:
PERMITS AS OF CONTRACT EFFECTIVE DATE

This page intentionally left blank



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

NOTICE OF DETERMINATION

Martinelli
Agency Director

224
Anton Avenue
Room 110

Hayward
California
94544-1215

phone
510.670.5333
fax
510.670.6374

www.
alameda.ca.us/cda

DATE:

March 9, 2000

TO:

X

Office of Planning and Research (OPR)
1400 Tenth Street, Room 121
Sacramento, CA 95814

X

Alameda County Clerk - Recorder
1106 Madison Street
Oakland, CA 94608

SUBJECT:

Filing of a Notice of Determination (per Public Resources Code sec. 21152 & California Code of Regulations sec. 15094)

PROJECT TITLE:

Conditional Use Permit C-5512, Altamont Landfill and Resource Recovery Facility, Class II Expansion

LOCATION:

10840 Altamont Pass Road, north side, approximately 1.25 east of the intersection with Dyer Road, in the unincorporated Altamont Hills area of Alameda County.

DESCRIPTION:

Expansion of an existing sanitary landfill and resource recovery facility to include an additional 250 acres of land, with capacity for up to 40 million tons of in-place refuse over the next 19 to 28 years.

NOTIFICATION:

This Notice of Determination is to advise the public that the Alameda County Board of Supervisors, acting as the Lead Agency, approved the above project at its regular hearing on Thursday, March 9, 2000.

The Board of Supervisors has determined that the project as approved will have a significant effect on the environment. The Board of Supervisors also 1) certified the Final EIR, 2) adopted findings, 3) adopted mitigation measures as conditions of approval, and 4) adopted a Statement of Overriding Considerations.

The Final EIR and record of proceedings is available for public review at the Alameda County Planning Department, 399 Elmhurst Street, Room 136, Hayward, CA. The contact person is Ron Gee, Senior Planner. His telephone number is 670-5400.

Signature:

Alfred Martinelli

Title:

Director of Community Development

Date:

3/9/00

ALAMEDA COUNTY BOARD OF SUPERVISORS

** MINUTE ORDER **

The following is action taken by the Board of Supervisors on March 9, 2000

Approved as Recommended ☐ Other ☒

Approved the following revised conditions: Transfer trucks traveling to and from the Altamont Landfill and Resource Recovery Facility shall be restricted to the state or inter-state freeway systems. Exceptions to this are allowed:

1. Where there is an emergency regarding individual transfer vehicles;
2. At the direction of a safety officer or a Cal-Trans mandated detour; or
3. For direct access on local streets to a transfer station (Eg. Davis Street) or to the landfill itself

Unanimous ☒ Carson ☒ Haggerty ☐ King ☐ Steele ☐ Chan ☐ - 4

Vote Key: A=Yes; N=No; AB=Abstain; X=Excused

Documents accompanying this matter:

☒ Resolution(s) R-2000-414

File No. 14448
Lib No. 306 A & B
Item No. 5

Copies sent to: CDA

Special Notes:



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

ATTEST:
LESLIE BURNS, Assistant Clerk
Board of Supervisors

By: _____

Lita Tashit
Deputy

ATTACHMENT D

CONDITIONAL USE PERMIT, C-5512 ALTAMONT LANDFILL AND RESOURCE RECOVERY FACILITY CLASS II EXPANSION PROJECT

WHEREAS WASTE MANAGEMENT OF ALAMEDA COUNTY, INC. (WMAC, formerly known as Oakland Scavenger Company) has filed for CONDITIONAL USE PERMIT, C-5512, to allow Class II expansion of the Altamont Landfill and Resource Recovery Facility (ALRRF) including: 1) development of a 760 acre Class II landfill adjacent to the existing landfill site (Fill Area 1) that could accept up to 164 million tons of waste, the equivalent to 240 million cubic yards of net refuse in-place, with an estimated site life of 46 years after Fill Area 1 capacity is depleted; 2) to allow acceptance of municipal solid waste and Class II designated wastes at the landfill; 3) expansion of the ALRRF service area to provide for additional, out-of-county waste import; and, 4) average permitted daily tonnage received at the ALRRF of 11,150 tons; located in an "A" (Agricultural) District, at 10840 Altamont Pass Road, north side, approximately 1.25 miles east of the intersection with Dyer Road, Unincorporated Altamont Hills Area, designated Assessor's Parcel Numbers: 99B-6062-5, 99B-6225-1, 99B-6250-1, 99B-6275-1-1, and 99B-6275-1-4; and

WHEREAS a Draft Environmental Impact Report (DEIR) for the project was prepared and circulated for public review and comment on September 29, 1995 in accordance with the provisions of the California Environmental Quality Act (CEQA); an Appendix (Volume II, Appendices) was incorporated as part of the Draft EIR; a Response to Comments Addendum comprising responses to comments received on the DEIR was prepared and sent on March 29, 1996, to all parties who commented on the DEIR; and the responses to comments submitted by responsible agencies was made available by mail on March 29, 1996; and

WHEREAS said DEIR, Appendices and Addendum, which comprised a Final Environmental Impact Report for the project, identified potential environmental impacts and mitigation measures to reduce those impacts to a less than significant level, which were incorporated into the project, except for those impacts which were unavoidable and for which overriding considerations were identified; and

WHEREAS a Pre-Hearing Analysis was submitted to the Zoning Administrator recommending the application be conditionally approved; and

WHEREAS the project applicant, community representatives, and other individuals appeared at public hearings to offer testimony in support of the application; and

WHEREAS other community group representatives and individuals appeared at public hearings to offer testimony in opposition to the application; and

WHEREAS the Zoning Administrator certified the Final Environmental Impact Report prepared for the project and conditionally approved the project on the 10th day of May, 1996; and

WHEREAS that action was appealed to the Board of Supervisors by Donna Cabanne, Sierra Club, Northern California Recycling Association and Waste Management of Alameda County, Inc. within ten days of the Zoning Administrator's action; and

WHEREAS Waste Management of Alameda County, Inc. withdrew its appeal prior to the Board of Supervisors' appeal hearing; and

WHEREAS the Board of Supervisors did hold public hearings on said application at the hour of 9:00 a.m. on the 6th day of June, 1996, the 11th day of July, 1996; at the hour of 6:30 p.m. on the 14th day of August (at the Triad Systems Corporation Cafeteria, 3055 Triad Drive, Livermore, CA 94550), at the hour of 9:00 a.m. on the 12th day of September, 3rd day of October, and 7th day of November, at the hour of 10:00 a.m. on the 5th day of December, 1996 and on the 9th day of March, 2000, in the Alameda County Administration Building, Board of Supervisors Chambers, 1221 Oak Street, Fifth Floor, in Oakland, California; and

WHEREAS the Board of Supervisors did hear and consider all said reports, recommendations and public testimony as hereinabove set forth; and

WHEREAS the Board of Supervisors conditionally approved the project with modifications on December 5, 1996, according to Resolution R-97-284; and

WHEREAS the action of the Board of Supervisors was challenged in three lawsuits brought by the Sierra Club, Northern California Recycling Association, the Measure D Committee, Altamont Landowners Against Rural Mismanagement (ALARM), Castle & Cooke, the City of Livermore, and the City of Pleasanton (Petitioners) against the County of Alameda, as respondent, and Waste Management of Alameda County, Inc. (WMAC), as real party in interest, in Superior Court, which suits were consolidated and heard on June 2, 1998, by Judge Alex Saldamando, sitting as a judge of the Alameda County Superior Court by designation of the Judicial Council; and

WHEREAS on September 1, 1998 the Court ordered that the County vacate, set aside, or revoke its approval and cure certain aspects of the certified EIR prior to allowing any implementation of the CUP; and

WHEREAS WMAC did timely file a notice of appeal with the Court; and

WHEREAS the County, on October 1, 1998, filed a Return to Alternative Writ of Mandate indicating that the Board of Supervisors had suspended and set aside its action certifying the EIR for CUP 5512; and

WHEREAS the County and WMAC did enter into extensive settlement negotiations with the Petitioners, and have entered into a settlement with a majority of the parties effective on December 5, 1999; and

WHEREAS the settlement provides that, if the County approves a CUP in substantial conformance with the terms of the settlement following completion of environmental review as necessary to comply with CEQA and to address the trial court's decision in the consolidated lawsuits, that a settlement of judgement will be entered with the Court and the suits will be dismissed; and

WHEREAS the County issued a Revised Final EIR on January 28, 2000 and gave public notice of this fact as required by law; and

WHEREAS the Board of Supervisors did hold a public hearing on said matter at the hour of 10:00 a.m on the ninth day of March, 2000, in the Board Chambers, 1221 Oak Street, Fifth Floor, in Oakland, California, and gave notice of this fact as required by law; and

WHEREAS CEQA and State and County Guidelines adopted pursuant thereto require the Board of Supervisors to make findings where the Environmental Impact Report identifies one or more significant effects which would or would likely result from approval of this project; and

WHEREAS the Board of Supervisors has determined based on:

- A. the Conditional Use Permit Application (proposed project design and operations description), as presented by the applicant and dated June 1992 and amended in the Final EIR;
- B. the Final Environmental Impact Report (FEIR) for the project, consisting of (a) the Draft Environmental Impact Report (SCH# 92083047), dated September 29, 1995; (b) Volume II, Appendices to the Draft EIR, dated September 29, 1995 (c) Response to Comments Addendum to Draft Environmental Impact Report, dated March 29, 1996; and (d) Revised Final EIR, dated January 2000;
- C. the draft Conditions of Approval for this Conditional Use Permit, C-5512, dated March 6, 2000; and
- D. the County's files and administrative record relating to this project application;

that most of the potential significant impacts of the project will be mitigated to a less than significant level; that certain of the potential significant impacts and cumulative impacts to which the project will contribute, although unavoidable, are justified due to overriding considerations described elsewhere; and the statements of environmental effects, findings, and facts relied upon by the Board of Supervisors are as discussed in the Final EIR for the project; and

WHEREAS the FEIR determined that various potential impacts were less than significant in the first instance, such that mitigation measures are not required pursuant to CEQA; and

WHEREAS the Board of Supervisors has determined that there are several impacts identified in the FEIR that were determined to be less than significant and not subject to mitigation requirements; nevertheless, various actions which were suggested in the Environmental Impact Report are incorporated as conditions of approval to further reduce or eliminate some of these impacts; and

WHEREAS most of the potential significant impacts and significant cumulative impacts of the project can be mitigated to less-than-significant levels, and the findings adopted by the Board of Supervisors regarding those impacts and mitigation measures remain as they were adopted on December 5, 1996, except as follows:

- A. Mitigation Measure F-1 regarding impacts to wetlands is amended to include provisions of the Settlement Agreement, noted on pages 4-9 and 4-10 of the Revised Final EIR, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and
- B. Mitigation Measure F-2 regarding impacts to alkali sink areas is amended to include provisions of the Settlement Agreement, noted on page 4-10 of the Revised Final EIR, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and
- C. Mitigation Measure F-4 regarding impacts to the San Joaquin kit fox is amended to include provisions of the Settlement Agreement, noted on pages 4-11, 4-12 and 4-13 of the Revised Final EIR, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and
- D. Mitigation Measures F-5, F-6, F-7, F-8, F-9, F-10, F-11, F-12, F-13 regarding other species and habitats are amended to incorporate the provisions of Mitigation Measure F-4, pursuant to the Settlement Agreement, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and
- E. Mitigation Measure F-14 regarding cumulative biologic resource impacts is amended to include reference to Measures F-1 through 4 described in the Revised Final EIR, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and
- F. Mitigation Measure I-2i is added to address contaminated soils, as stipulated in the Settlement Agreement and described on page 4-21 of the Revised Final EIR, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and
- G. Mitigation Measure I-2j is added to address acceptance of hazardous materials, as stipulated in the Settlement Agreement and described on page 4-21 of the Revised Final EIR, to ensure that impacts will be reduced to a less than significant level with the Modified Project Alternative; and

- H. Mitigation Measure J-3 regarding traffic impacts is amended, as noted on page 4-31 of the Revised Final EIR, to clarify the impacts of the Mitigated Project Alternative and to ensure that impacts would remain less than significant with the Modified Project Alternative; and

WHEREAS the findings regarding alternatives remain as they were adopted by the Board of Supervisors on December 5, 1996, except as follows:

- A. The Reduced Project Alternative is no longer adopted, although it is feasible and consistent with the objectives as set forth in the EIR, and meets the State and County landfill capacity goals; and
- B. The Mitigated Project Alternative is adopted as the feasible and environmentally superior alternative because the process of negotiation that has led to the Settlement Agreement has demonstrated that the Mitigated Project Alternative described and analyzed in the Revised Final EIR is environmentally superior to the Reduced Project Alternative and achieves the project objectives, as indicated by the applicant's willingness to implement it; and

WHEREAS the Board of Supervisors has identified a Statement of Overriding Considerations regarding the significant unavoidable environmental impacts of this project, and the anticipated environmental, economic, social, and other benefits of the project which justify approval of this project notwithstanding such environmental impacts, remain as they were adopted on December 5, 1996, except as follows:

- A. Unmet fiscal needs in the County vary from year to year and may continue to go unmet or may be accommodated by other means and therefore the project's ability to assist in making up for a lack of sufficient County tax revenue is not an overriding consideration because the project will not substantially increase in activity levels over existing conditions; and

WHEREAS CEQA requires lead agencies to recirculate EIRs for a second round of public review and comment when significant new information is added to the Final EIR after the Draft EIR is circulated for review and comment. The CEQA Guidelines specify that recirculation is required when: 1) a new significant impact would result from the project or a mitigation measure; 2) a substantially more severe impact would result and that impact is not mitigated to insignificance; 3) a new, considerably different alternative or mitigation measure would clearly lessen project impacts but the project's proponents decline to adopt it; or 4) the Draft EIR was fundamentally and basically inadequate and conclusory so that meaningful public review and comment was precluded; and

- A. The Board of Supervisors finds that the FEIR does not include significant new information requiring recirculation. There is no new information added to the Revised Final EIR that shows that a new significant environmental impact would result from the project or from a new mitigation measure. There is no new information added to the Revised Final EIR that shows a substantial, unmitigated increase in the severity of an environmental impact. There is no new information to the Revised Final EIR that shows that a feasible project alternative or mitigation measure would clearly lessen the project's environmental impacts but the project's proponents decline to adopt it. There is no new information added to the Revised Final EIR that shows that the Draft EIR was so fundamentally and basically inadequate that meaningful public review and comment were precluded.
- B. This determination is based on the FEIR and the entire record before the Board of Supervisors, including the following facts:
1. The Revised Final EIR proposes a new impact-reducing Mitigated Project Alternative. The Mitigated Project Alternative has been agreed to and adopted by the applicant, and is being adopted and approved by the Board of Supervisors pursuant to this resolution. The CEQA Guidelines expressly provide that recirculation is not required under these circumstances; and
 2. The information included in the Revised Final EIR consists of evaluations regarding the same physical, environmental impacts evaluated in the Draft EIR, and no new impacts are identified in the Revised Final EIR;
 3. The Mitigated Project Alternative results in the same types of impacts analyzed in the Draft EIR (traffic, visual quality, biological, etc.). However, the Mitigated Project Alternative further reduces significant impacts of the project as proposed and as originally approved.

WHEREAS for this permit many of the mitigation measures cited in the Final EIR and Revised Final EIR have been condensed, simplified, and/or combined with measures adopted previously for prior ALRRF Conditional Use Permits solely for the purposes of clarity and reducing redundancy; and

WHEREAS a Mitigation Monitoring Program will be prepared in accordance with California Public Resources Code, California Environmental Quality Act, Section 21081.6, prior to project implementation, to incorporate all measures recommended by the FEIR, the Settlement Agreement, and other monitoring requirements of the landfill; and

WHEREAS the Board of Supervisors finds that this approval, by reducing landfill expansion capacity below the Reduced Project Alternative and Design Alternative identified in the March 29, 1996 Final EIR, achieves most of the objectives of the project and further reduces environmental impacts of the expansion project and is deemed superior and feasible because the applicant has agreed to implement it as part of the Settlement Agreement; and

WHEREAS the Board of Supervisors finds that this approval achieves a reasonable balance between achieving project goals and reducing environmental impacts;

NOW, THEREFORE

BE IT RESOLVED that the Board of Supervisors does hereby certify:

- A. that the FEIR for Waste Management of Alameda County, Inc., ALRRF Class II Expansion Project, has been completed in accordance with CEQA; and
- B. that the FEIR for the project was presented to the Board of Supervisors, and that the Board reviewed and considered the information contained in the FEIR prior to taking action on the project; and
- C. that the Board of Supervisors finds that the FEIR was independently reviewed and analyzed by the lead agency, the documents circulated in connection therewith reflect the independent judgment of the lead agency, and the FEIR reflects the independent judgment of the lead agency; and

BE IT FURTHER RESOLVED the Board of Supervisors finds:

- A. The Mitigated Project Alternative (MPA) as described in the Revised Final EIR dated January, 2000 is the environmentally superior project because it further reduces environmental impacts of the project, including but not limited to impacts regarding habitat loss, historic resources, visual resources, open space, agriculture, recreation, traffic, noise, air quality, and hazardous materials; and
- B. The MPA is feasible because the applicant has agreed to implement it; and
- C. Impacts that could have resulted from the import of waste from outside of the service areas established in this Conditional Use Permit (CUP) are no longer at issue because waste import has been restricted as part of the CUP; and

- D. Impacts that could have resulted from waste haul truck traffic along State Route 84 between Sunol and Livermore is no longer at issue because waste haul trucks other than local collection trucks are prohibited as part of the CUP; and
- E. Impacts that could have resulted from the expansion over 750 acres and allowing total waste disposal of 160 million tons is no longer at issue because the project has been revised to limit the expansion area to 250 acres allowing a maximum of 40 million tons of waste to be deposited at the landfill; and
- F. Impacts that could have resulted from peak-hour truck trips are no longer at issue because the total number of peak-hour truck trips has been limited to ten (10) as part of the revised CUP; and
- G. Impacts to the host community have been reduced by providing compensating revenue for the purpose of a performing arts center and other measures to improve the image of the City of Livermore; and

BE IT FURTHER RESOLVED, the Board of Supervisors adopts as findings the statements regarding the less than significant impacts of the project, the potentially significant impacts of the project, the unavoidable impacts of the project, and the alternatives to the project;

BE IT FURTHER RESOLVED, the Board of Supervisors finds that despite the potential for significant impacts that cannot be avoided or that cannot be mitigated to acceptable, there are overriding considerations in the form of economic and social benefits from this project that outweigh the remaining unavoidable impacts; and

BE IT FURTHER RESOLVED, that the Board of Supervisors does hereby certify and adopt the FEIR for the ALRRF Class II Expansion Project (consisting of the Draft EIR, Appendices, Responses to Comments, and Revised Final EIR) and those conditions of approval based on the mitigation measures recommended in the EIR and required by the Settlement Agreement; and

BE IT FURTHER RESOLVED, that the documents and other materials that constitute the record of proceedings on which the Board of Supervisors' decision is based are located at, and shall remain within the custody of, the Alameda County Planning Department, 399 Elmhurst Street, in Hayward, California; and

BE IT FURTHER RESOLVED, that the Board of Supervisors finds that recirculation of the Revised Final EIR is not required for the reasons cited above; and

BE IT FURTHER RESOLVED, that the Board of Supervisors has considered all comments regarding the Revised Final EIR and response thereto as part of the staff report to the Board prior to this action; and

BE IT FURTHER RESOLVED, that the Board of Supervisors finds, with respect to the CUP application, that:

- A. The use is required by the public need since the ALRRF would provide an expanded regional facility for Alameda County and other nearby counties where municipal solid waste, commercial, industrial, construction and demolition wastes, designated wastes and Publicly Owned Treatment Works (POTW) sludge can be disposed, reducing vehicle miles traveled and associated traffic and air-quality impacts from the transport of designated wastes generated from out-of-county disposal sites.
- B. The use will be properly related to other land uses and transportation and service facilities in the vicinity as impact on traffic congestion, improvements, and maintenance of highways and roads in Alameda County are mitigated herein; all other public services and utilities are available; adequate monitoring and reporting of designated wastes to be deposited at the site will be accomplished.
- C. The use, if permitted, under all the circumstances and conditions of this particular case, will not materially affect adversely the health or safety of persons residing or working in the vicinity, or be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, in that operation of the expanded landfill area for receipt of Class II and Class III wastes at the ALRRF will not be allowed until all required permits are secured from applicable state and regional agencies such as the Regional Water Quality Control Board - Central Valley Region, the Bay Area Air Quality Management District and the Local Enforcement Agency.

As conditioned, operational procedures were amended to accommodate receipt of new waste materials; in addition, new landfill development and design standards were implemented as part of the ALRRF Class II Reclassification Project (C-6090). All applicable health and safety code requirements would be met. Under the conditions of approval, the increased rate of fill and designated waste types deposited at the landfill should not result in any adverse health or safety concerns, or be materially detrimental because all impacts therefrom would be mitigated to insignificant levels.

- D. The use will not be contrary to the specific intent clauses or performance standards established for the "A" (Agriculture) Zoning District and the East County Area Plan

of the Alameda County General Plan and the County Integrated Waste Management Plan, in that the expanded landfill use, as conditioned, would help to provide sufficient capacity to absorb the existing waste stream of Alameda County jurisdictions for at least fifty (50) years.

BE IT FURTHER RESOLVED that the Board of Supervisors does hereby conditionally approve Conditional Use Permit application C-5512 to allow Class II expansion of the Altamont Landfill and Resource Recovery Facility (ALRRF), including: 1) development of a Class II landfill adjacent to the existing landfill site (Fill Area 1) that could accept up to 40 million tons of waste in two phases; 2) to allow acceptance of municipal solid waste and Class II designated wastes at the landfill; 3) is subject to the 106 conditions of approval, which follow; and 4) mitigation monitoring and reporting as specified in Condition 84; and

BE IT FURTHER RESOLVED that, as presented in these Conditions of Approval, the condensation and simplification of mitigation measures identified in the FEIR shall not be construed so as to diminish or eliminate the responsibility of the operator for full mitigation of environmental impacts identified in the FEIR; but in the implementation of these Conditions of Approval, in the event that a question arises as to how the operator or County shall proceed in mitigation of impacts, the FEIR shall be consulted for guidance by the County in making a determination.

THE FOREGOING was PASSED and ADOPTED by the following vote of the Alameda County Board of Supervisors this 9th day of March, 2000, to wit:

AYES: Supervisors Haggerty, King, Steele & President Chan - 4

NOS: None

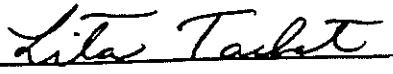
EXCUSED: Supervisor Carson - 1



PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

Crystal K. Hishida, Clerk
Board of Supervisors

By: 

Deputy

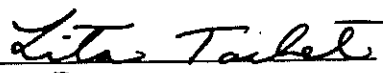
File: 14448
Agenda No: 5
Document No: R-2000-414



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

ATTEST:

LESLIE J. BURNS, Interim Asst. Clerk of the Board of Supervisors

By: 

Deputy

CONDITIONAL USE PERMIT C-5512
CONDITIONS OF APPROVAL

Altamont Landfill and Resource Recovery Facility - Class II Expansion Project

1. The operator shall construct the proposed landfill expansion in substantial conformance with the plan depicted in Exhibit 1, attached hereto and made a part of this permit by reference, proportionately modified for the reduced project approved herein. Specifically, the landfill expansion shall conform to the proposed footprint and elevations, and the biological mitigation area and proposed buffer zones shall be set aside as shown on this Exhibit 1.
2. The operator may make minor modifications to the footprint boundary and elevations to accommodate local requirements for geotechnical and hydrologic integrity, local biological requirements, or other valid reasons, provided the altered footprint does not exceed approximately 250 acres in extent. Nominally, an alteration in the landfill footprint locally affecting no more than 2.5 acres of land (1 percent of the expansion footprint) or alteration in the landfill construction resulting in a local maximum increase of ten (10) feet over final landfill elevation shall constitute a minor modification. For modifications greater than these values, the operator shall submit plans to the Planning Department for review and approval. If necessary, the Planning Department shall respond within ten (10) days, stating whether the proposed modification requires additional review and conditional use permit modification; otherwise, the operator may proceed with the modification.
3. The landfill expansion described in this permit, CUP C-5512, shall not be constructed until the following permits and/or plans are approved or modified as needed to accommodate said project:
 - (a) County Integrated Waste Management Plan (CIWMP) Conformance (Alameda County Waste Management Authority - ACWMA);
 - (b) Report of Disposal Site Information and Solid Waste Facilities Permit (Alameda County Health Care Services Agency, Department of Solid and Medical Waste Management, Local Enforcement Agency, or as designated by the California Integrated Waste Management Board - LEA/CIWMB);
 - (c) Waste Discharge Requirements and General Industrial Stormwater Permit (Regional Water Quality Control Board, Central Valley Region - RWQCB);
 - (d) Permit to Operate and Authority to Construct (Bay Area Air Quality Management District - BAAQMD).
 - (e) Section 404 Nationwide or Individual Permit (U.S. Army Corps of Engineers - COE)
 - (f) Permit of Incidental Take (U.S. Fish and Wildlife Service - FWS)
 - (g) Fish and Game Code 2081 Permit and Stream Bed Alteration Agreement (California Department of Fish and Game - DFG)

LIMITATIONS ON ACCEPTANCE AND DISPOSAL OF WASTES

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

deposit of solid waste in the expansion area of the ALRRF authorized by this permit (the "Expansion Date"), sludges, inert waste, and special waste from outside Alameda County and San Francisco may be accepted for disposal at the ALRRF subject to the following provisions:

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

destroys or damages structures or facilities over a substantial area. If the "major event" is a regulatory change or order, then review and approval by the Planning Commission shall be required prior to any acceptance of additional waste pursuant to this Condition No. 4.3.3 from outside Alameda County and the City and County of San Francisco. The County shall use its best effort to schedule and conclude the Planning Commission hearing on any such proposed action within thirty (30) days following the operator's application to the County seeking approval of such disposal.

- 4.4 Sludges, Inert Waste, and Special Waste After ALRRF Expansion. After the Expansion Date, the amount of sludges, inert waste, and special waste accepted for disposal at ALRRF from outside Alameda County and San Francisco shall not exceed 25,000 tons per calendar year, and no such waste shall be accepted from outside the Nine Bay Area Counties. The "banking" and "major event" provisions and exceptions set forth in Condition No. 1.3, above, shall not apply after the Expansion Date.
- 4.5 Self-Haul from Contra Costa County. The operator may continue to accept self-haul wastes from Contra Costa County at the ALRRF, up to an annual tonnage cap of 15,000 tons per year prior to the Expansion Date, and up to an annual tonnage cap of 25,000 tons per year after the Expansion Date. Prior to the Expansion Date, any unused portion of the annual tonnage cap in any calendar year may be "banked" for potential use in any subsequent calendar year prior to the Expansion Date, provided that the overall amount of such waste accepted shall not exceed 25,000 tons in any calendar year. This "banking" provision shall not apply after the Expansion Date. Self-haul wastes are defined for purposes of this Condition No. 4.5 to include solid wastes which are self-hauled to the ALRRF by the independent contractor or customer who generates the wastes.
- 4.6 Pro Rata Adjustment of Partial Calendar Years Before and After the Expansion Date. With respect to any partial calendar year immediately before or after the Expansion Date, the applicable tonnage caps shall be a pro rated percentage of the otherwise applicable caps. Minor variances in the pro rated caps for the partial calendar year, if any, prior to the Expansion Date shall be allowed only to the extent the variance is the result of seasonal or periodic fluctuations in the rate of waste disposal, which fluctuations would be consistent with complying with the tonnage cap if the cap applied over an entire calendar year.
- 4.7 No Hazardous, Medical or Radioactive Waste. The Conditions of Approval set forth above are intended to allow for disposal of franchise waste, non-franchise waste and

materials regulated or classified as inert waste, special waste or designated waste, and are not intended to allow for disposal at ALRRF of material which is regulated as a hazardous waste, medical waste, or radioactive waste. Accordingly, the operator shall not accept for disposal at the ALRRF any material which is (i) classified and regulated by the State of California as a hazardous waste; (ii) classified and regulated by the State of California as a medical waste; or (iii) classified and regulated by the United States Department of Energy as a radioactive waste.

- 4.8 Annual Tonnage Cap and Average Daily Tonnage Cap. The amount of solid waste accepted for disposal at ALRRF in any given calendar year shall be limited by the geographic and other restrictions in this permit, and further by the provisions of this Condition No. 4.8. The provisions of this subsection are intended to provide an annual tonnage cap and a cap on average daily tonnage of solid waste to be accepted for disposal at ALRRF in addition to the geographic restrictions in this permit.

4.8.1 Beginning in the year 2000, the amount of solid waste accepted for disposal at the ALRRF in each year shall not exceed a total of 1,600,000 tons. Based on a calendar year calculated at 260 days, this would result in an annual average daily tonnage of solid waste disposed at the ALRRF of approximately 6,154 tons per day, calculated over the entire year. To allow for seasonal fluctuations in solid waste disposal, the average daily tonnage of solid waste accepted in any calendar quarter shall not exceed 7000 tons per day. Both this annual tonnage cap and the average daily tonnage cap shall be subject to adjustment as provided in this Condition No. 4.8. During any part of the year 1999 that this permit is in effect, the annual tonnage cap shall be applied on a pro rata basis.

4.8.2 Beginning in the year 2001, the annual tonnage cap and the average daily tonnage cap shall be automatically increased by the Planning Department to the extent required to accommodate additional waste disposal resulting from any one or more of the following factors: (i) additional growth, development or economic activity in Alameda County, San Francisco, or San Ramon as determined by the California Integrated Waste Management Board's ("IWMB") annual indices, and including automatic increases in each calendar year for additional waste generated by projects approved in Alameda County, San Francisco, or San Ramon; (ii) the transfer of any solid wastes or solid waste stream from other landfills in Alameda County for any reason, including without limitation the closure of such landfills or the negotiation of new

contracts providing for disposal at the ALRRF, provided that such waste streams originate in Alameda County, San Francisco or San Ramon as provided for in this permit.

- 4.8.3 Within sixty (60) days after the IWMB releases its annual indices for the previous calendar year, the operator shall provide the Planning Department with a copy of the IWMB indices, and the Planning Department shall automatically increase the annual tonnage cap and average daily cap to the extent required to accommodate additional waste disposal as set forth in Condition No. 4.8.2 above.
- 4.8.4 For the purposes of calculating automatic cap increases as provided by Condition No. 4.8.2 above, the operator may provide the Alameda County Planning Department with other indices or factors that support, update or, in the absence of the IWMB's indices, substitute for the IWMB's annual indices. The operator shall simultaneously provide copies of all such materials to the Cities of Livermore and Pleasanton, and representatives of the Sierra Club, the Northern California Recycling Association and Altamont Landowners Against Rural Mismanagement in addition to the County, and the County shall promptly make all such materials available to the public upon request. The Planning Department may use such indices or factors in determining appropriate increases to the annual tonnage cap and average daily cap for the purposes of calculating automatic increases to the annual tonnage cap and average daily cap but shall take no action granting an automatic cap increase based on such indices or factors any sooner than twenty-one (21) days after the receipt of copies of such indices or factors by the Cities of Livermore and Pleasanton, and representatives of the Sierra Club, the Northern California Recycling Association and Altamont Landowners Against Rural Mismanagement, in order that these parties and the public may review these and comment upon them to the Planning Department. Decisions by the Planning Department to increase the annual cap based on factors other than those set forth in Condition No. 4.8.2 above shall be appealable to the Planning Commission.
- 4.8.5 In addition to the automatic increases provided by Condition No. 4.8.2 above, following noticed public hearing and discretionary approval by the Board of Supervisors, the annual tonnage cap and the average daily tonnage cap for a given calendar year may also be increased to the extent the operator

demonstrates to the Board that such increase is required to accommodate additional waste disposal resulting from extraordinary events, including natural disasters.

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

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

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

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

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

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

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

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

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

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

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

- 5.1.2 A statement identifying the source of the soil and the location of the source property; and
- 5.1.3 Any required notification from appropriate regulatory agencies that the soil may be accepted for use or disposal at ALRRF.
- 5.2 The operator shall not accept for any use or disposal any material that (a) requires a variance from the then existing permit conditions at ALRRF in order to be accepted there, or (b) is a hazardous waste that has been declassified or is proposed to be declassified for purpose of acceptance at ALRRF, without first requiring submittal of, and reviewing, the following information at least ten (10) days in advance of acceptance of such material at ALRRF:
 - 5.2.1 Results of laboratory testing of the material for its hazardous materials content and suitability for acceptance in a municipal solid waste landfill;
 - 5.2.2 A statement identifying the source of the material and the location of the source property; and
 - 5.2.3 Notification from appropriate regulatory agencies that the material may be accepted for use or disposal at ALRRF.
- 5.3 The requirements of Conditions No. 5.1 and 5.2 above are triggered only when the operator has determined to accept for any use or disposal more than ten (10) cubic yards of soil known or reasonably suspected by the operator to come from a contaminated site, or any material that (a) requires a variance from the then existing permit conditions at ALRRF in order to be accepted there, or (b) is a hazardous waste that has been declassified for purpose of acceptance at ALRRF, and do not apply to soils or materials that the operator declines to accept for use or disposal at ALRRF.
- 5.4 The Hazardous Waste Exclusion Program for the ALRRF shall be amended to include the requirements of this Condition No. 5. The provisions of this Condition No. 5 are in addition to the other Conditions set forth in this permit relating to screening of hazardous wastes and load checking of wastes. In the event of any conflict between the provisions of this Condition No. 5 and such other Conditions of this permit, the provisions of this Condition No. 5 shall control.
- 6. Size of Expansion and Landfill Footprint. The landfill expansion shall not exceed 40 million tons of capacity. Consistent with the size of the expansion and the restrictions on solid waste

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

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

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

LAND USE

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

footprint for consistency and compatibility with surrounding uses. The operator shall provide reasonable funding for any study of the health and safety impacts of the ALRRF expansion on such development that the Planning Department reasonably determines is a necessary part of the SDR.

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

- (e) The operator reserves all rights to appeal and/or challenge any determination of the Planning Department requiring restitution.

VISUAL

11. Final grades and contours for the landfill shall be in substantial conformance with those depicted in Exhibit 1 unless modifications are otherwise approved by the Planning Department.
12. In cooperation with the County, neighbors along Dyer Road, rangers and users of the Bethany Reservoir State Recreation Area, the operator shall continue its program to monitor and respond to community complaints regarding dust, stray litter, pests and other aesthetic effects on sensitive viewpoints. All transfer vehicles and direct-haul collection vehicles that dispose at ALRRF shall be enclosed as needed to prevent rubbish from escaping the vehicle in route. The operator shall minimize the distance between the tippers and the tip area to minimize airborne litter. Refuse shall be compacted promptly to reduce amounts of blowing litter. A litter-control fence shall be installed downwind of the fill area to trap airborne refuse.
13. Where feasible, and to the extent possible, the operator shall locate soil stockpiles within basins in the existing topography, with heights generally not to exceed surrounding ridge lines. The operator shall seed larger stockpiles and cut surfaces that are not active for an extended period (more than one season).

HISTORIC/ARCHAEOLOGICAL RESOURCES

14. The operator shall implement a program for a qualified archaeologist to complete recordation and investigation of known sites that would be disturbed, removed or destroyed during the construction of the proposed project and comply with the requirements of the State Historic Preservation Officer (SHPO). Prior to excavation and construction, the prime construction contractor and any subcontractor(s) shall be cautioned on the legal and/or regulatory implications of knowingly destroying cultural resources or removing artifacts, human remains, bottles, and other cultural materials from the project site.
 - (a) The qualified archaeologist shall have the authority to temporarily halt excavation and construction activities in the immediate vicinity (ten-meter radius) of a find if significant or potentially significant cultural resources are exposed and/or adversely affected by construction operations.

- (b) Reasonable time shall be allowed for the qualified archaeologist to notify the proper authorities for a more detailed inspection and examination of the exposed cultural resources. During this time, excavation and construction shall not be allowed in the immediate vicinity of the find; however, those activities could continue in other areas of the project site.
- (c) If any find were determined to be significant by the qualified archaeologist, representatives of the construction contractor and Alameda County, the qualified archaeologist, and a representative of the Native American community (if the discovery is an aboriginal burial) shall meet within seven calendar days to determine the appropriate course of action for recording and removing any cultural resources or remains.

OTHER COMMUNITY SERVICES

- 15. The operator shall apply security systems to the operation of the Class II Landfill Expansion to preclude unauthorized entry by persons or vehicles. These systems include posting a 24-hour guard, maintaining fencing around the site perimeter, maintaining secondary fences around active operations, wiring buildings with remote alarms (connected to a security service), and maintaining security lighting.

BIOLOGICAL RESOURCES

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

Land Dedication for Habitat Preserve. To the extent that off-site habitat mitigation is required by the United States Fish and Wildlife Service ("FWS"), the operator will enter into a Conservation Agreement with FWS and the Livermore Area Recreation Park District and/or the East Bay Regional Park District regarding the acquisition, operation and maintenance of a Habitat Preserve (the "Preserve") in the Altamont or other suitable area in eastern Alameda County. The operator's requirement for multi-species off-site mitigation acreage shall be met by the operator by the dedication of public open space in the Altamont or other suitable area in eastern Alameda County. The operator shall meet and confer with the City of Livermore and Alameda County planning staffs to identify properties that might be incorporated within the Preserve. In identifying the acreage for additions to the Preserve, the operator shall give priority to lands which are adjacent to or in the vicinity of existing public open space in the Altamont area such as Brushy Peak and Vasco Caves. Any such properties shall be given preference for inclusion within the

Preserve (subject to availability and cost) if they are acceptable to the FWS and the Livermore Area Recreation and Park District. The operator and the City of Livermore shall confer and cooperate to identify supplemental sources of funds, if appropriate, to assist in purchasing such preferred properties. Pre-construction habitat mitigation required for each phase of the ALRRF expansion shall be implemented prior to the opening of that phase consistent with Condition No. 17 of this permit. A Trust Fund for the acquisition, operation and maintenance of the Preserve shall be established by the operator in an amount to be determined under the agreement with the FWS.

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

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

The operator shall set aside in perpetuity, by recorded deed, the 750 acres in Sections 15, 16, 17, and 21, as well as additional lands off-site to make up for the remaining acreage needed. The program shall address impacts to the San Joaquin kit fox, the American badger, the San Joaquin pocket mouse, the ferruginous hawk, the merlins, the Northern harrier, the golden eagle, the prairie falcon, the tri-colored blackbird, the loggerhead shrike, the burrowing owl, the California tiger salamander, and the red-legged frog. The program shall include performance standards and a monitoring schedule.

18. The mitigation program shall be monitored annually for five years (minimum, or a period agreed upon by the operator in consultation with FWS and DFG) after implementation to assure the success of the mitigation, as determined by evaluation of performance standards and success criteria based on FWS and DFG requirements and standards. If at any point during the five-year monitoring period, the mitigation plan is judged to have not been successful, the mitigation shall be reinitiated, after modification as necessary, and monitored for a succeeding five-year period.

19. If required by the FWS or the DFG, the operator shall conduct surveys at appropriate times of the year for the Townsends western big-eared bat, the pallid bat, the California mastiff bat, the California horned lizard, the San Joaquin whipsnake, the Ricksecker's water scavenger beetle, the curved-foot hygrotus beetle and the Molester's blister beetle. If these surveys reveal the presence of any of these species, the operator shall consult with FWS and DFG to determine suitable mitigation, based on measures presented in the FEIR as applicable. The operator shall implement measures as required by the FWS or the DFG.
20. The operator shall conduct FWS- and DFG-approved pre-construction surveys at appropriate times of the year for the San Joaquin kit fox, the American badger, the tri-colored blackbird, the loggerhead shrike, and burrowing owls. Prior to the filling of existing ponds, the operator shall conduct surveys for tadpoles and adult western spadefoot toad. If any of these surveys reveal the presence of any of these species, the operator shall either avoid or relocate the animals as determined appropriate by the FWS or the DFG.
21. Long-term maintenance of the mitigation lands shall be the responsibility of the operator with the assistance of qualified consultants or consultation with state and federal agency staff, until it can find a qualified agency or private organization to takeover the long-term maintenance responsibility. Selection of the management entity shall be made based on its ability to carry out the long-term maintenance requirements and its commitment to goals consistent with the long-term maintenance requirements. Selection of the management entity shall be subject to FWS, DFG, and County approval. If a long-term management entity is identified, selected and approved by FWS, DFG, and the County, the management entity, through a legally binding agreement, shall assume the maintenance and management responsibility of the San Joaquin kit fox mitigation areas in perpetuity.
22. No chemicals (e.g., rodenticides, herbicides) shall be applied in areas used for mitigation habitat, or in areas within one mile of known San Joaquin kit fox occurrences during construction and operational phases of the landfill. (This measure is not meant to preclude use of rodenticides within the operating landfill footprint). If chemical rodent control must be conducted at the ALRRF, zinc phosphide or other County approved rodenticide shall be used. Application methods for chemicals should minimize exposure of non-target species as recommended in the FEIR. Prior to application, the operator shall conduct a field consultation with the FWS and DFG regarding the feasibility of rodenticide application. The operator shall comply with FWS and DFG requirements for such application.
23. The operator shall, to the extent feasible, locate stockpiles in previously disturbed areas. The operator shall also attempt to minimize the area extent (footprint) of the stockpiles.

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

WETLANDS

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

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

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

ALKALI SINK

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

GEOLOGY/SOILS/ SEISMIC

37. The operator shall design and construct the landfill in accordance with Titles 14 and 23 of the California Code of Regulations (CCR) requirements for final cover design, final surface grades, and continuing monitoring and maintenance to reduce potential impacts due to settlement. The final design and subsequent modifications shall be reviewed by the RWQCB (prior to issuance of revised Waste Discharge Requirements) and the LEA (as part of the application for a revised Solid Waste Facilities Permit). RWQCB and LEA approvals shall signify that the proposed design meets all of the applicable requirements.
38. The operator shall conduct slope stability analyses for the design in accordance with Titles 14 and 23 of the CCR and stability shall be verified for each landfill cell and excavation. The analyses would be able to address hidden instability conditions on the site. The purpose of the analyses shall be to determine potential hazards for cut slopes, refuse slopes, and final cover. Measures shall be implemented to reduce specific identified slope instability hazards. These measures might include reducing the slope angle, keying slopes, buttressing unstable areas and excavation sequencing from higher-lying to lower-lying parts of unstable slopes. Similar verification shall occur for temporary refuse fill slopes for future fill sequences prior to construction of each cell. All slope stability investigations shall be conducted by a certified engineering geologist and/or registered geotechnical engineer. All final grading plans and slope stability analyses shall be reviewed by the County Grading Inspector prior to the start of liner construction.
39. The proposed final topography shall be described in the Report of Disposal Site Information that would be submitted to the LEA as part of the application for a revised Solid Waste Facilities Permit. The LEA's approval of the application shall signify that the proposed topography meets all of the applicable Title 14 requirements.
40. The operator shall establish permanent survey monuments on and in the immediate vicinity of the landfill to monitor long-term landfill settlement or lateral displacement. The monuments shall be periodically surveyed during the post-closure maintenance period. If the monitoring of settlement and displacement detects that more than anticipated amounts of movement of the monuments has occurred, an engineer or engineering geologist shall be retained to make specific recommendations for correcting the stability problem. A record of the monument survey results shall be filed with the LEA.
41. During the landfill development period, the operator's engineer shall conduct an investigation of slope stability, including active working area, filled and closed areas, and nearby areas that could affect the landfill whenever there is rainfall of more than six inches in a three-day period

that follows an accumulated seasonal (October through April) total rainfall of 15 or more inches.

42. The operator shall retain a qualified engineering geologist to conduct a site inspection to identify any potential indications of instability and to provide recommendations to stabilize or minimize hazards of slope instability as soon as possible, but not longer than, one week following such a rainfall. A record of the engineering geologist's inspection and recommendations, and the operator's response plan shall be filed with the LEA and RWQCB.
43. All offsite slope instabilities that could reasonably affect the landfill and perimeter drainage system shall be identified by an engineering geologist and corrected at the time that filling is carried out in that part of the Expansion area. At the time of the final closure plan, no significant slope instabilities shall remain onsite or adjacent to the site that could result in damage to the landfill or the perimeter drainage system. The operator's engineering geologist shall submit documented proof of compliance with this requirement to the LEA and RWQCB.
44. The operator shall design and construct the landfill in accordance with all federal and State requirements relative to seismic safety. The final design shall be reviewed by the RWQCB (prior to issuance of revised Waste Discharge Requirements) and the LEA (as part of the application for a revised Solid Waste Facilities Permit). RWQCB and LEA approvals shall signify that the proposed design meets all of the applicable seismic safety requirements. To protect on-site personnel, ensure the integrity of the landfill, and minimize any disruption to landfill operations in the event of a major earthquake, the operator shall update the Earthquake Response Plan (part of the site's Emergency Response Plan currently in effect) to include post-earthquake inspection to evaluate any damage that may have occurred, ensure the integrity of the landfill containment systems, and make the landfill operational as soon as possible.

HYDROLOGY/WATER QUALITY

45. The operator shall comply with the following RWQCB requirements based upon the project description:
 - (a) Prepare a Leachate Monitoring Plan. Monitoring procedures shall address the amount of leachate generated, its chemical composition, and the depth of leachate buildup on the liner. Leachate monitoring activities shall comply with the site's Waste Discharge Requirements, and applicable sections of CCR Titles 14 and 23.

- (b) Prepare and submit a groundwater monitoring plan to the RWQCB as part of the Report of Waste Discharge, prior to issuance of the Waste Discharge Requirements. Groundwater monitoring shall be conducted using background and compliance wells. Monitoring well placement shall take into consideration the local variability in geologic materials that influence groundwater flow as indicated by various conceptual groundwater flow models identified by RUST Environment & Infrastructure (1994).
 - (c) Prepare and submit a vadose zone monitoring plan to the RWQCB as part of the Report of Waste Discharge, prior to the issuance of the Waste Discharge Requirements. Vadose zone monitoring shall be conducted in accordance with CCR Title 23, Section 2550.7(d). Liquids collected in the systems shall be monitored periodically. The operator shall remove or remediate any detected contaminants pursuant to CCR Title 23, Section 2550.11.
 - (d) Implement appropriate corrective measures in the event of leachate migration pursuant to Section 2550.10 of CCR Title 23 shall be implemented by the operator, subject to approval and oversight by the RWQCB, Central Valley Region.
 - (e) Submit a copy of the annual report prepared for the appropriate RWQCB to the Planning Department.
46. The landfill shall be designed and constructed to control drainage and erosion in accordance with the facility Waste Discharge Requirements including surface water run-on and run-off controls. The drainage and erosion plans shall be submitted to the Planning Department with review by the Director of Public Works. The operator may proceed with proposed construction within ten (10) calendar days of the Planning Department's receipt of written submittal unless otherwise notified by the Planning Department. The plans should incorporate the following measures:
- (a) The proposed landfill shall be constructed against existing ridges such that all rainfall on areas adjacent to the footprint shall drain away from the landfill.
 - (b) Sedimentation basins shall be incorporated into the project design in places where peak discharges would increase substantially.
 - (c) Drainage facilities shall be constructed to accommodate the 1,000 year, 24- hour storm, or current design storm as required by state or federal law.

47. In the event that springs or heavy seeps are encountered during site excavation for the landfill, additional subgrade drainage measures shall be taken to ensure that there is no seepage into the landfill and that groundwater/waste separation is maintained. Such measures may include additional geotextile drains, the extension of gravel chimney drains up the slope from the gravel drain on the floor of the landfill, and hydroaugers. Other measures also may be recommended by the project engineering geologist in response to the local hydrogeological conditions.
48. The operator shall design the final grading and drainage of the Proposed Class II Landfill Expansion to minimize cover erosion. Design features shall include deck area slopes to promote sheet drainage, a series of drainage benches, inlets, and down drains, debris/retention basins, and outlet structures.

PUBLIC HEALTH & SAFETY

49. The operator shall continue the application of the existing WMAC/ALRRF Special Waste Program (a process of identifying and characterizing each customer waste stream) to new designated wastes to be received by ALRRF. Designated wastes shall be accepted only from pre-approved generators. To be pre-approved, a generator shall submit information that may include analytical data to the operator demonstrating that its waste stream is non-hazardous prior to sending any waste to the landfill. Wastes with ambiguous analytical data (indicating that it could be hazardous) shall not be accepted by the operator for disposal at the landfill until the waste is proven to be non-hazardous by supplemental testing. This measure would allow the landfill to employ inexpensive screening tests that could flag wastes that are potentially hazardous without rejecting them outright, while allowing definitely nonhazardous wastes to pass. Waste proven to be hazardous either by the screening tests or by supplemental tests shall be taken elsewhere.
50. In accordance with State codes, any truck which disposes of municipal solid waste (MSW) at the ALRRF may be inspected and approved or rejected by the LEA. In accordance with the State of California 1993 Vehicle Code, haul trucks carrying dusty material shall be covered during transport.
51. For those designated wastes (such as drilling muds, ash, and sludges) for which handling procedures are not fully described in the Joint Technical Document (JTD) and revisions/amendments thereto, the operator shall develop and adopt handling provisions that are in compliance with LEA requirements and RWQCB Waste Discharge Requirements. Special care shall be taken to ensure that incompatible wastes are not mixed. Designated wastes shall be mixed with (and covered by) MSW as part of the co-disposal process. Ash

or contaminated soils shall not be disposed of during windy conditions (where the material is difficult to handle or could be blown off-site). The formation of standing pools of water shall be minimized by quickly covering high moisture-containing wastes with MSW or dry designated wastes.

52. The operator shall comply with provisions of the CCR, Title 14, Section 17670, which state that operating and maintenance personnel are required to wear and use approved safety equipment for personal health and safety, as determined necessary by the LEA, and Section 17672, which stipulates that site operation and maintenance personnel must be adequately trained in subjects pertinent to safety, health, environmental controls and emergency procedures.
53. Workers shall not be allowed to eat near the active landfill. Food and beverages shall only be consumed away from active landfill areas, or inside an enclosure such as an office building or mobile trailer.
54. The landfill's Health and Safety Program shall be applied to the Class II Landfill Expansion, including the Health and Safety Plan that describes how the program is enacted. The Plan shall be revised if needed to include a Contaminant Exposure Monitoring Program, a Medical Monitoring Program, a Personal Protective Equipment Program, and a Training Program as well as procedures for implementation, record keeping, audits, and accident investigations. The operator shall continue to implement the site's Respiratory Protection Program.
55. The operator shall adapt and apply the existing *Altamont Landfill Emergency Management Manual* to the Class II Landfill Expansion. Topics to be addressed in the manual shall include, at minimum: fires, spills, releases, emissions, natural disasters (storms, earthquakes, floods), and medical emergencies. The manual shall also specify policies and procedures for emergency communications, organization, and employee training regarding emergency response. The *Altamont Landfill Emergency Management Manual* shall be reviewed by the LEA and the Alameda County Fire Department.
56. The operator shall develop and maintain a low-flammability buffer zone or fire break around the perimeter of the active working area to isolate the landfill from the surrounding grasslands.
57. The Vector and Bird Control Plan for the Class II Landfill Expansion shall be approved by the LEA. Measures shall be implemented to discourage sea gulls and other pests, including restricting the size of the working face to limit scavenging by effective compaction and covering of the refuse, and preventing the accumulation of ponded water. If, in the judgment

of the landfill management, excessive numbers of birds land at the working face, noise-making shells can be fired from hand-held guns to disperse the birds. The landfill operator shall insure periodic monitoring of the landfill for the presence of vectors as determined by the LEA. The LEA should periodically monitor the landfill for the presence of vectors. LEA inspections shall be documented in the operating record.

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

TRAFFIC/CIRCULATION

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

- iii) During the PM peak hour at the intersections of I-580 Eastbound Ramps and Grant Line Road, South Front Road/I-580 Eastbound Ramps North Front Road/I-580 Westbound ramps, and Altamont Pass Road - North Front Road/North Greenville Road.
- (b) Necessary improvements to roadway and intersection capacity sufficient to mitigate project contributions to cumulative roadway capacity and level-of-service impacts in the project study area.

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

- 61. In cooperation with and under the supervision of the Alameda County Public Works Agency and the City of Livermore, the operator shall pay a proportional share of the cost of the following to help mitigate additional project-related and cumulative structural section and roadway maintenance impacts in the project study area:
 - (a) Necessary safety, maintenance and structural improvements to roadway and intersection sections to the extent needed to mitigate project contributions to roadway deterioration and maintenance requirements in the project study area;
 - (b) Implementation of long-range Alameda County plans to resurface and reconstruct affected portions of Altamont Pass Road to the extent needed to mitigate project impacts; and
 - (c) Regular maintenance of the affected portion of Altamont Pass Road, including application of sweeping, chip seal, repair of roadway shoulders, and maintenance of proper roadway drainage.

The operator's payment toward the cost of the safety, maintenance and structural improvements enumerated above shall be based upon the landfill's proportional share of the overall impact to the roadway and structural degradation on the affected roadways. The operator's proportional share shall be increased to account for the impacts of larger vehicles and shall be decreased for traffic for which the Alameda County Waste Management

Authority or other Alameda County agencies or jurisdictions have collected a fee to be used in part for roadway safety, maintenance and structural improvements.

62. The operator shall pay its proportional share of the costs of roadway maintenance and structural section improvement projects as identified in the "Alameda County-Alameda County Waste Management Authority-Oakland Scavenger/Waste Management of Alameda County, Inc. Agreement for Roadway Improvements on Altamont Pass Road from ISR 580 to Altamont Landfill and Its Vicinity." Alameda County recognizes that the obligations of the operator and the definition of "proportional share" for the purposes of mitigating impacts that have occurred and will continue to occur are defined in the Agreement for Roadway Improvements. The project could result in additional traffic-related impacts not contemplated in the Agreement for Roadway Improvements (January, 1993). The parties to the Agreement for Roadway Improvements are expected to confer to determine whether a new or amended Agreement should be adopted which could include changes in the definition(s) of "proportional share" or the obligations of the operator and/or other parties to the Agreement with respect to mitigating impacts that will occur following commencement of the project authorized by this Conditional Use Permit. It is anticipated that the roadway improvements enumerated in Conditions Nos. 60 and 61 either are included in the Agreement for Roadway Improvements or will be included in a new or amended Agreement.
63. The operator shall participate in and pay a proportional share of the cost for a study to be prepared by the Alameda County Public Works Agency. This planning study would determine needed short-term and long-term safety, maintenance and other roadway improvements (both local and regional) in affected areas; estimated costs (with rationale); cost-sharing instruments; and payment schedules among contributors of impacts in affected areas.
 - (a) Within 180 days of the effective date of this permit, the operator shall enter into a memorandum of understanding (MOU) with the Alameda County and ACWMA to identify specific projects for which the operator has obligations pursuant to Conditions Nos. 60, 61 and 62, and to establish a funding mechanism for the payment of the parties' proportional shares of those expenses enumerated in Conditions Nos. 60, 61 and 62. Pursuant to the MOU, the parties shall ensure that funds will be available for the County to draw upon, on an ongoing basis, as needed to meet their obligations to pay their proportional share.
64. The operator shall pay the Tri-Valley Transportation Council Regional Traffic Impact Fee if and when adopted and imposed for new development projects within the region, and/or a

similar regional traffic fee imposed by Alameda County. The fee shall be imposed in proportion to other projects under review and approval. If more than one regional transportation fee is adopted, the operator shall not be required to pay more than once for a single project.

65. The operator shall pay the Alameda County Cumulative Traffic Impact Mitigation Fees per Ordinance 0-88-77 within 180 days of final adoption of this conditional use permit. For the purposes of computing this fee, every large truck would count as the equivalent of three (3) vehicles.
66. During the a.m. peak commute period (6:45 a.m. to 8:45 a.m.) there will be no more than fifty (50) total refuse truck trips per hour arriving at the landfill and during the p.m. peak commute hour (4:30 p.m. to 5:30 p.m.), there will be no more than ten (10) total refuse truck trips arriving at the landfill.
67. The average weight of wastes delivered by truck for disposal will not be less than twenty (20) tons per truck, exclusive of refuse trucks originating from the San Ramon Unit. Beginning in 2002, as trucks in the Davis Street Transfer Station fleet are replaced, clean air vehicles will be used for hauling wastes to the ALRRF from the Davis Street Transfer Station.
68. The operator shall take all necessary precautions to ensure that mud and other foreign material are not tracked onto public roadways by vehicles using the facility. If the applicant becomes aware that such material has been tracked onto public roadways, the Public Works Agency shall be expeditiously notified and the applicant shall be responsible for the cost of any required clean-up.
69. Transfer trucks traveling to and from the ALRRF shall be restricted to the state or interstate freeway system. Exceptions to this may be allowed:
 - (a) where there is an emergency regarding individual transfer vehicles;
 - (b) at the direction of a safety officer or a Caltrans-mandated detour; or
 - (c) for direct access on local streets to a transfer station (e.g., Davis Street).

AIR QUALITY

70. The operator shall control fugitive dust in accordance with BAAQMD regulations as they may apply to landfill operations. Treated wastewater (leachate and condensate) shall be used

for control of dust resulting from the proposed project to the extent possible. Earth-moving activities shall be accompanied by regular spraying with clean or reclaimed wastewater to control dust. The operator shall pave refuse access haul roads outside of active operation areas. Engineering controls shall be implemented by the operator, if needed, to control dust emissions. Such controls might include wind screens near the unloading areas or the use of dust suppressants.

71. The operator shall develop and implement a construction and operations dust mitigation plan/program, in conjunction with the BAAQMD, that would achieve at a minimum a dust control efficiency of about 75 percent. Components of this plan shall include:
 - (a) Minimize cell preparation activity to the extent feasible, i.e., restrict cell construction activity to four (4) acres at any given time;
 - (b) Water the construction site on a regular basis, depending on wind conditions, dryness of soil, and intensity of activity;
 - (c) Restrict vehicles and equipment to compacted and watered surfaces to the extent possible;
 - (d) Use a chemical palliative (such as Dust Ban) or dust suppressant, if necessary, to reduce fugitive dust emissions from vehicle travel surfaces. Some chemical stabilizers can contain a considerable fraction of hydrocarbons, and shall be selected judiciously. The choice of chemical palliative may be recommended by the BAAQMD, and should be addressed through issuance of a Authority to Construct/Permit to Operate;
 - (e) Increase the frequency of watering on dry windy days; and
 - (f) Limit vehicle speeds on unpaved roads to 15 mph.
72. The operator shall keep all operating equipment well-tuned and regularly serviced to minimize exhaust emissions, and shall establish a regular and frequent check-up and service/maintenance program for all operating equipment at the landfill. The operator shall maintain construction equipment and associated pollution control equipment in an operational and fully tuned manner.
73. The operator shall comply with Regulation 8, Rule 34 of the BAAQMD, regarding control of NO_x emissions from gas-powered turbines. The operator shall revise the Landfill Gas Management Plan for Fill Area 1 to make it apply to the ALRRF Class II Expansion area.

The Plan shall include a system with which to detect and control potentially volatile gases generated by the proposed project. The Plan shall serve to prevent landfill gas hazards through gas collection and conversion to energy; detection of gas migration and emissions; and documentation of the effectiveness of the system.

74. The operator shall use all reasonably collectable and deliverable landfill gas for the production of electricity in an electrical generating facility which has a designed capacity to handle the total estimated gas production of the disposal site and utilizes high efficiency conversion equipment such as gas turbines.
75. The operator shall ensure optimal operations of the gas collection system with regular maintenance and service, and with periodic monitoring as determined by the BAAQMD. The Landfill Gas Collection System for the landfill expansion shall be constructed and operated pursuant to BAAQMD permits. The operator shall implement Best Available Control Technologies for Toxics (T-BACT) on applicable emission sources as required by the BAAQMD.
76. Hazards associated with gas accumulation in on-site buildings shall be prevented by regular monitoring of building air; proper ventilation, both within the buildings and under the slabs; subgrade membranes; gas collection devices; and, spark-proof electrical systems, as determined by the BAAQMD and LEA. The landfill operator shall not construct or otherwise locate any structure for occupancy in an area of known landfill gas buildup. The operator shall verify the absence of landfill gas buildup prior to any construction activity in all areas known to have the potential for gas accumulation (and areas within 1,000 feet of the landfill footprint) and incorporate gas monitoring and control measures in the design of any structures that would be constructed in such areas.
77. All site personnel working in structures shall be trained in the purpose of the landfill gas monitoring system and the proper response to an alarm.
78. Consistent with Section 17783(d) of the CCR Title 14, landfill gas monitoring and control systems at the ALRRF shall be modified during the postclosure maintenance period to reflect changing land uses adjacent to the site.
79. The operator shall control odors per CCR Title 14, Division 7, Chapter 3, Article 7.6, 17701 and 17713 (refer to Table III.I-1 in Section III.I., Public Health and Safety, for details). The operator shall continue to conduct a monitoring program as required by BAAQMD Permit to ensure that there are no major odor leaks to the atmosphere.

80. The operator shall bury excessively odorous wastes immediately with other landfill wastes, depending on their nature and source. The operator shall ensure that loading, unloading, and material handling activities are carried out efficiently and without delays to avoid excessive odors.

NOISE

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

CONDITIONS GENERALLY APPLICABLE TO THE OPERATION OF THE ALRRF

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

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

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

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

85. A Notice of Acceptance of the ALRRF Closure Plan and Postclosure Maintenance Plan approved by the California Integrated Waste Management Board and LEA shall be submitted to the Planning Department for review prior to initiation of facility closure.
86. A copy of the evidence of financial ability, approved by the California Integrated Waste Management Board and LEA, to provide for the cost of closure and postclosure maintenance, in an amount equal to the estimated cost of closure and 30 years of postclosure maintenance, contained in the closure plan and the postclosure maintenance plan, shall be submitted to the Planning Department.

87. The operator shall hold harmless and indemnify the County of Alameda against liability for personal injury or property damage caused by or resulting from acts or omissions by the operator, its agents, officers or employees in conducting this landfill operation. The operator shall agree to defend, at their sole expense, any action brought against the County, its agents, officers or employees, because of the issuance or operation of this permit. The operator shall reimburse the County, its agents, officers or employees for any court costs and attorney's fees which the County, its agents, officers or employees, may be required by a court to pay as a result of such action. The County may, at its sole discretion and expense, participate in the defense of any such action, but such participation shall not relieve the operator of the obligations under this condition.

The County will cooperate, to the maximum extent practicable, with the operator in the defense of any such action and may, at its sole discretion and expense, participate in the defense, but such participation will not relieve the operator of their obligations under this condition. The operator may request revocation of this permit to minimize the obligations under this condition and the County shall respond as expeditiously as possible and, to the maximum extent practicable.

88. If problems develop regarding landfill operation or restoration, as the LEA may determine based on results of inspections or complaints, the operator shall take corrective action with all due haste, in good faith, consistent with solutions approved by the LEA, who shall consult with affected persons and agencies, including the LEA, in determining appropriate solutions.
89. If any problems develop regarding slope stability, erosion control, surface water or related matters, as may be determined by the Director of Public Works, the operator shall engage an engineering geologist to prepare an investigation detailing the problem and possible solutions in a timely manner. The operator shall implement solutions as approved by the Director of Public Works.
90. There shall be no assignment, trade, sale, or any other creation of an interest by San Francisco solid waste exporters in their capacity at the Altamont Landfill to any other public agency or private party.
91. Prohibition on Rail Haul. The operation of the ALRRF shall not include any delivery of waste to the ALRRF by railroad.
92. Prohibition on Soil Mining. The operator shall not engage in the mining of soil on the ALRRF for sale or export outside the ALRRF site (including any such mining for sale or export that requires a surface mining permit).

93. Five Year Permit Compliance Reviews. Consistent with applicable provisions of the Alameda County Code, the County shall conduct a permit compliance review every five years to determine the compliance of the ALRRF with the provisions of this permit. The permit compliance reviews shall not include reconsideration or re-evaluation of the terms and conditions of this permit.
- 93.1 Notice and Hearing. The County shall provide ninety (90) day advance written notice to each of the Parties of any public hearings (the "Compliance Review Hearings") held by the County in conjunction with the County's Compliance review of the New Permit (the "Five Year Compliance Review"). The Planning Commission shall hear the Compliance Review Hearings. At least one Review Hearing for each Five Year Compliance Review shall take place in the evening in Livermore. The County shall publish notices of all Compliance Review Hearings at least 60 days prior to the earliest such hearing in major newspapers of general circulation in the County, including the Tri-Valley Herald, the Independent and the Valley Times. The operator's submittals and the relevant County staff reports that are intended to be considered at any Compliance Review Hearing shall be made available to the general public, and copies shall be provided to the cities of Livermore and Pleasanton, and representatives of the Sierra Club, the Northern California Recycling Association and Altamont Landowners Against Rural Mismanagement, or their designated representatives, at least forty-five (45) days prior to the public hearing. Any follow-up documentation, such as a response to or clarification of a public comment, shall be made available to the general public upon submittal to the County, or if prepared by the County, upon submittal to the Planning Commission. The County shall make copies of all such written materials publicly available at one or more locations in Livermore and in the City of Oakland.
- 93.2 Operator Submissions. In connection with each Five Year Compliance Review, the operator shall submit to the County (i) comprehensive information on the record of ALRRF's compliance with the terms and conditions of this permit, (ii) current data and information included in the required reports made pursuant to the California Integrated Waste Management Act, Public Resources Code Sections 40050 et. seq., in connection with review of the Solid Waste Facilities Permit for ALRRF, (iii) current data and information included in the required reports made to the RWQCB in connection with review of waste discharge requirements, (iv) current data and information included in the most recent existing air quality report and related monitoring reports for ALRRF.

- 93.3 Possible CEQA Review Due to Substantial Noncompliance. In the event the Board finds that there has been substantial noncompliance by the operator with any of the permit conditions during the five-year period under review, the County may, in addition to any other recourse the County may have, and provided that such action is allowed pursuant to Public Resources Code section 21166 and sections 15162 through 15164 of the CEQA Guidelines or any other applicable provisions of CEQA, require CEQA review of the non-complying operations prior to any approval of the continuation of such activities.
- 93.4 Possible CEQA Review Due to Substantial Changes or Significant New Information. Consistent with the provisions of CEQA, including Public Resources Code section 21166 and sections 15162 through 15164 of the CEQA Guidelines, the County shall require additional CEQA review if, and to the extent, the County finds, based on substantial evidence, that further CEQA review is required pursuant to the terms of Public Resources Code section 21166, and sections 15162 through 15164 of the CEQA Guidelines or any other applicable provisions of CEQA.
94. Augmented Board of Supervisors Permit Compliance Review Prior to Mid-Capacity Buildout Point. During that Five Year Compliance Review which is closest in time but prior to that date which the operator projects that fifty percent (50%) of the total approved capacity of the ALRRF expansion will be filled (the "Mid-Capacity Compliance Review"), the County shall conduct a more intensive review of ALRRF's compliance with this permit and based solely on that permit compliance review shall specifically review whether the operator should be allowed to continue operation of the ALRRF and fill the remaining fifty percent (50%) of the total approved capacity of ALRRF. In addition to the requirements for Five Year Reviews set forth in Condition No. 92 above, during the Mid-Capacity Review, the Board of Supervisors shall determine whether ALRRF may continue operations after fifty percent (50%) of ALRRF's total approved capacity has been filled based solely upon its determination that the following conditions have been met:
- (a) the operator has requested continued operation of ALRRF;
 - (b) ALRRF is in compliance with all the conditions of this permit; and
 - (c) there is a demonstrated need for continued operation of the ALRRF based upon consideration of the availability of other technologies or programs for source reduction, reuse or recycling, existing or projected contracts or franchise agreements for disposal of solid waste at the ALRRF, and the existence of a market for solid waste disposal in the area, provided that this Mid-Capacity Compliance Review may

not base any need finding upon the availability of space at any other solid waste landfills that do or could compete with the ALRRF.

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

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

95. Insurance for Environmental Damage. The operator currently carries insurance related to environmental impairment, corrective action for landfill releases, and landfill closure and post-closure costs in the amounts described in the certificates attached hereto as Exhibit "3." The operator shall continue to maintain insurance at the same coverage, and at any higher coverage required by applicable law and regulation, during the operation of ALRRF and, as required by applicable law and regulation, during the closure and post-closure periods.
96. Liner Technology Requirements. At the time each new cell within ALRRF is built, the operator shall comply with the existing then current regulatory requirements for the best available liner technology.
97. Davis Street Organics for Compost. The operator shall make available, for purchase at a reasonable price and use as compost material, organic material that is received at the Davis Street Transfer Station operated by the operator.
98. Monthly Reporting Protocols
 - 98.1 Solid Waste Disposal. The operator shall prepare and deliver to the County and to the Community Monitor monthly reports specifying the quantity, point of origin and material types of all solid waste disposed at ALRRF, including, without limitation, sludge, inert wastes and special wastes.
 - 98.2 Alternate Daily Cover. The operator shall prepare and deliver to the County and to the Community Monitor monthly reports setting forth the materials received at

ALRRF for use as alternative daily cover as allowed pursuant to State of California regulations governing such alternative daily cover, and such reports shall specify the type, source and quantity of the alternative daily cover materials received.

- 98.3 Standardized Truck Counts. The operator shall implement a standard means of counting all truck trips to the landfill each day, including separate counts of transfer trucks and counts of trucks other than transfer trucks. These daily truck trip counts shall be compiled into monthly reports to be delivered to the County and to the Community Monitor.
99. Limiting Use of Highway 84. The operator shall limit the use of that portion of State Highway 84 between Interstate 680 and Interstate 580 so that trucks which haul solid waste or other material to the ALRRF and which are subject to the operator's routing control shall not use that portion of State Highway 84. This provision shall not apply to trucks collecting solid waste or other material from local areas served by this portion of Highway 84. It is acknowledged that the operator does not have routing control over self-haul trucks.
100. City of Livermore Traffic Impact Fee. The operator will pay the City of Livermore Traffic Impact Fee per Chapter 12.30 of the Livermore Municipal Code within 30 days after the newly developed expansion landfill area first receives waste for disposal. For the purposes of computing this fee, (a) every large truck will count as the equivalent of three vehicles, (b) the project will be assumed to generate 50 additional truck trips during the peak hour, and (c) the payment will be based upon the per trip fee in effect at the time the payment is made. The operator shall not be required to pay more than once for any roadway improvement within the City of Livermore. Accordingly, the operator will be given a credit or refund for any portion of the City of Livermore Traffic Impact Fee for which the City of Livermore receives payment or in kind services for roadway improvements within the City, which are paid by the operator directly or through other fees imposed by this permit (including the Alameda County Cumulative Traffic Mitigation Fee or the Alameda County Public Works Traffic Impact Fee or pursuant to any other condition of this permit).
101. Distribution of Litter Control Literature. On an ongoing basis, ALRRF shall distribute informational flyers regarding litter control to customers as a reminder of the ALRRF's obligation to the environment and community. ALRRF shall also fund litter control on an additional portion of Interstate 580 in the vicinity of the landfill through the "Adopt a Highway" Program.

102. RWQCB Concurrence Regarding Bethany Reservoir. The operator shall request that the RWQCB's review of the landfill expansion include that Board's concurrence that ALRRF is designed to ensure that there is no drainage of landfill leachate to the Bethany Reservoir.
103. County Fees.
 - 103.1 The operator shall pay the following fees on all solid waste deposited at the ALRRF to the Planning Department to help cover the Department's costs in administering its Waste Management Program:
 - 103.1.1 \$.0075 per ton to pay for that proportion of the Planning Department's Waste Management Program attributable to the project. Collection of this existing fee shall continue except as provided below. In approximately one year from the effective date of this permit, the Planning Department will decide whether this fee should continue to be collected considering whether the same fee has been retroactively applied to the Vasco Road Sanitary Landfill through its Conditional Use Permit. No public hearing will be required for this decision.
 - 103.1.2 \$.01 per ton to pay that proportion of the Planning Department's Transportation Planning & Management Program attributable to the project. Payment shall begin concurrently with Planning Department action on the Conditional Use Permit for the Vasco Road Sanitary Landfill.
 - The fees required by Conditions 103.1.1 and 103.1.2 shall be paid into a designated account on either a monthly or quarterly basis. The tonnage on which these fees are based shall be the total tonnage of solid waste deposited at the ALRRF during the previous quarter. The amount of surcharge shall be adjusted annually to account for inflation, in a proportion equal to the Manufacturing Index Value in the Engineering News Record.
 - 103.2 The operator shall pay twenty-five cents (\$0.25) per ton as a host community fee for all solid waste disposed at the ALRRF during current operations and the expansion authorized by this permit. This fee shall be collected on every ton of waste disposed at the ALRRF throughout the life of the landfill facility. Beginning in January 2001, and each January thereafter, this fee shall be adjusted to reflect the change in the Consumer Price Index (CPI) for the most recent 12-month period for all urban

consumer items in San Francisco, Oakland and San Jose as published by the U.S. Department of Labor Bureau of Labor Statistics.

- 103.3 The operator shall pay an additional one dollar (\$1.00) per ton as an additional host community fee for all solid waste disposed at the ALRRF during current operations and the expansion authorized by this permit. This fee shall be collected on every ton of waste disposed at the ALRRF beginning immediately and continuing throughout the life of the landfill facility. Beginning in January 2001, and each January thereafter, this fee shall be adjusted to reflect the change in the Consumer Price Index (CPI) for the most recent 12-month period for all urban consumer items in San Francisco, Oakland and San Jose as published by the U.S. Department of Labor Bureau of Labor Statistics. For the adjustment in January 2001, the fee shall be adjusted to reflect the change in the aforementioned CPI dating back to the effective date of this permit.
- 103.4 With respect to non-franchise waste disposed at the ALRRF, the fees imposed pursuant to Conditions No. 103.2 and 103.3 shall be collected by the operator at the time of waste disposal. The fees payable for non-franchise waste deposited during each calendar quarter shall be paid to the County within 30 days following the close of each calendar quarter. With respect to franchise solid waste disposed at the ALRRF:
- (a) the fees imposed pursuant to Condition No. 103.2 shall be collected by the operator at the same time that regular franchise disposal fees are paid for the solid waste disposed at the ALRRF, and the fees payable for waste deposited during each calendar quarter shall be paid to the County within 30 days following the close of each calendar quarter, regardless whether the fees imposed in Condition No. 103.2 have been collected by the operator; and
 - (b) the fees imposed pursuant to Condition No. 103.3 shall be collected by the operator and payable at the time and only to the extent that these fees are included in the franchise rate base for solid waste. As the fees imposed pursuant to Condition No. 103.3 are included in the franchise rate base for solid waste, such fees shall be collected by the operator at the same time that regular franchise disposal fees are paid for the solid waste disposed at the ALRRF, and the fees payable for waste deposited during each calendar quarter shall be paid to the County within 30 days following the close of each calendar quarter regardless of whether the fees imposed in Condition No. 103.3 have been collected by the operator (but provided such fees are only

payable when and to the extent the operator and the party paying the fee have agreed that the fees are included in the franchise rate base).

The operator shall take all actions necessary to ensure that these fees are included in the franchise rate base for each franchisor or each jurisdiction which disposes of franchise solid waste at the ALRRF at the earliest possible date allowable under each franchise agreement or other agreement providing for disposal of franchise solid waste at the ALRRF. If any franchisor or other party to such an agreement fails to take diligent steps to include these fees in the franchise rate base, the operator, at its expense, shall initiate and diligently pursue litigation no later than twelve (12) months following the effective date of this permit to enforce payment of the fees, including recovery of all unpaid fees retroactive to the effective date of this permit; the County shall join as a co-plaintiff in any such action. The operator shall report to the Board of Supervisors and to the County Counsel regarding collection and payment of these fees bimonthly for twelve (12) months following the effective date of this permit, and annually thereafter. The operator shall not enter into any new or amended franchise agreement or other agreement providing for disposal of franchise solid waste at the ALRRF, or extend an existing agreement, if the new or amended agreement or extension omits the fees set forth in Conditions No. 103.2 and 103.3. In the event that these fees are judicially determined in whole or in part to be unenforceable against a franchisor, the operator shall cooperate with the County in any modification of these fees necessary to make them enforceable.

As stated in Conditions No. 103.2 and 103.3, the fees imposed by those conditions apply to all solid waste disposed at the ALRRF during current operations and the expansion authorized by this permit. The reference to "franchise solid waste" in this Condition No. 103.4 refers to all solid waste that is deposited at the ALRRF pursuant to a franchise agreement or other agreement or arrangement whereby solid waste from a jurisdiction is disposed at the ALRRF whether or not that other agreement or arrangement is formally labeled a "franchise" or "franchise agreement". Jurisdictions currently disposing "franchise solid waste" at the ALRRF include a number of cities and districts within Alameda County as well as the City and County of San Francisco.

- 103.5 The fees imposed by Conditions No 103.2 and 103.3 shall be distributed as provided in the Settlement Agreement Between and Among the County of Alameda, the City of Livermore, the City of Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc.
- 103.6 Following each calendar quarter, the operator shall submit to the County a report specifying the amount of fees paid during such calendar quarter by the operator, including the fees specified in Conditions No. 102.2 and 102.3.
104. Expiration of this Conditional Use Permit shall coincide with facility closure and thirty-year postclosure maintenance and monitoring requirements as established under CCR Title 23 (Subtitle D) or other successor regulations.
105. Pursuant to Section 17.52.050 of the Alameda County Zoning Ordinance this Conditional Use Permit shall be implemented according to the schedule described in the project's description. If the project is not substantially implemented within a term of three (3) years following the aforementioned schedule, it shall be of no force or effect.
106. This Conditional Use Permit shall remain revocable for cause in accordance with Section 17.54.030 of the Alameda County Zoning Ordinance.

SOLID WASTE FACILITY PERMIT

1. Facility/Permit Number:

01-AA-0009

2. Name and Street Address of Facility:

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

3. Name and Mailing Address of Operator:

Waste Management of Alameda County
172 98th Avenue
Oakland, CA 94503

4. Name and Mailing Address of Owner:

Waste Management of Alameda County
172 98th Avenue
Oakland, CA 94503

5. Specifications:

a. Permitted Operations:

- | | |
|--|--|
| ☐ Composting Facility
(mixed wastes) | ☐ Processing Facility |
| ☐ Composting Facility
(yard waste) | ☐ Transfer Station |
| ☒ Landfill Disposal Site | ☐ Transformation Facility |
| ☐ Material Recovery Facility | ☐ Other: |

b. Permitted Hours of Operation: (Receipt of Refuse/Waste) **24 hours**
(Ancillary Operations/Facility Operation Hours) **24 hours**
(Public Hours) **Monday through Friday 6 a.m. to 6 p.m.**

c. Permitted Tons per Operating Day: **11,150** Tons per Day for Disposal

d. Permitted Traffic Volume: **557** Refuse Vehicles per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing LEA and CIWMB validations):

	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (in acres)	2,170	472	N/A	N/A	N/A	N/A
Design Capacity		87.1 million tons 124.4 million cubic yard	N/A	N/A	N/A	N/A
Max. Elevation (Ft. MSL)		1200 feet				
Max. Depth (Ft. BGS)		540 feet				
Estimated Closure Date		2025				

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The stipulated permit findings and conditions are integral parts of this permit & supersede the conditions of any previously issued permit.

6. Approval:

Ariu Levi

Director, Environmental Health

Approving Officer Signature

7. Enforcement Agency Name and Address:

Alameda County Environmental Health
Office of Solid/Medical Waste Management

1131 Harbor Bay Parkway
Alameda, CA 94502

8. Received by CIWMB:

07/18/2005

9. CIWMB Concurrence Date:

08/16/2005

10. Permit Issued Date:

08/22/2005

11A. Next Permit Review Due Date:

08/22/2015

11B. Permit Transfer Date:

11C. Permit Review Date:

08/20/2010

SOLID WASTE FACILITY PERMIT

Facility Number:

01-AA-0009

12. Legal Description of Facility:

The legal description of this facility is contained in page 2-4 of the Joint Technical Document dated September 15, 2004, Revised on 1 April 7, 2005.

13. Findings:

- a. This permit is consistent with the Alameda County Integrated Waste Management Plan, which was approved by the CIWMB on December 12, 2000. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC), Section 50001(a).
- b. This permit is consistent with the standards adopted by the CIWMB, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.
- d. The Alameda County Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC, 44151.
- e. An EIR was filed with the State Clearinghouse (SCH #1992083047) and certified by the Board of Supervisors on March 9, 2000. The EIR describes and supports the design and operation, which will be authorized by the issuance of this permit. A Notice of Determination was filed with the State Clearinghouse on March 9, 2000.
- f. The EIR consists of the EIR dated September 29, 1995, the Response to Comments Addendum dated March 29, 1996 and the Revised Final EIR dated January 2000.
- g. The Alameda County Planning Department has determined that the facility expansion is compatible with surrounding land use through the approval of Conditional Use Permit C-5512.

14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information and approved amendments thereto and as approved by the enforcement agency and other federal, state, and local agencies.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Report of Disposal Site Information Revised	Sept. 15, 2004 April 7 2005	Preliminary Closure and Postclosure Maintenance Plan	pending
Waste Discharge Requirements Order No. R5-2002-0119	June 7, 2002	Closure Financial Assurance Documentation	pending
BAAQMD Permit to Operate #A2066	Feb. 1, 2005	Operating Liability Certification	pending
<u>EIR</u> (SCH #1992083047)	<u>March 9, 2000</u>	Land Use and/or Conditional Use Permit	March 9, 2000
EPA Major Facility Review Permit Administered by BAAQMD pursuant to Federal Title V	Dec. 1, 2003	NPDES No. 0083763	June 7, 2002
Alameda County Waste Management Authority Resolution No. 2000-10	May 24, 2000		

SOLID WASTE FACILITY PERMIT

Facility Number:

01-AA-0009

16. Self Monitoring

The owner/operator shall submit all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period

Program		Reporting Frequency
a.	The types and quantities (in tons) of waste, including separated or commingled recyclables, entering the facility per day.	Monthly*
b.	The number of refuse vehicles using the facility per day.	Monthly*
c.	Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Available on site
d.	Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints.	Quarterly*
e.	Results of the perimeter landfill gas migration monitoring program.	Quarterly*
f.	Remaining site capacity with aerial surveys.	Annual by June 30
g.	Annual mitigation monitoring program report.	Annually
h.	Type, source and quantity of alternative daily cover materials received.	Available on site
*All reports with monthly or quarterly frequency shall be due on the last day of the month following the reporting period.		

SOLID WASTE FACILITY PERMIT

Facility Number:

01-AA-0009

17. Enforcement Agency (EA) Conditions:

- a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 27, California Code of Regulations.
- b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times.
- c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.
- d. The maximum permitted daily tonnage for this facility is 11,150 disposal tons per day, and the facility shall not receive more than this amount without a revision of this permit.
- e. This permit is subject to review by the EA and may be suspended, revoked, or revised at any time for sufficient cause.
- f. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
- g. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 150 days in advance of the change.
- h. A copy of this permit shall be maintained at the facility.
- i. Daily cover will be applied in an ongoing process during the "working day" which is up to 6.5 days long. No area of waste is to be exposed that will not be receiving waste or cover within 24 hours. At the end of the working day, the entire site is to be covered with at least 6 inches of soil or approved ADC.
- j. Covering of friable asbestos containing waste must begin within one hour of receipt of the final load of the day pursuant to the Asbestos Management Plan for the facility in the JTD.
- k. Operator shall implement all components of the litter control program as described in the JTD. The EA may require revisions to the program and implementation of additional control mechanisms if the facility is continuously in violation of State Minimum Standards for litter control.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
RECORDING REQUESTED BY
CHICAGO TITLE COMPANY

State of California
Wildlife Conservation Board
1807 13th Street, Suite 103
Sacramento, CA. 95811-7117

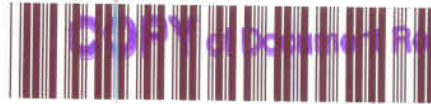
59019255DA



2012160903

05/14/2012 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 126.00



COPY of Document Recorded

38 PGS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

CONSERVATION EASEMENT DEED

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Cal. Gov. Code 27361.6)

California tiger salamander, the San Joaquin kit fox, and the western burrowing owl;

E. The California Department of Fish and Game (“CDFG”) has jurisdiction, pursuant to Fish and Game Code Section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFG is authorized to hold easements for these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

F. The United States Fish and Wildlife Service (the “Service”), within the United States Department of the Interior, is authorized by Federal law to be a third-party beneficiary of this Conservation Easement and to administer the Federal Endangered Species Act, 16 U.S.C. § 1531, *et seq.* (“ESA”), the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-666c, and the Fish and Wildlife Act of 1956, 16 U.S.C. § 742(f), *et seq.*

G. The United States Army Corps of Engineers (the “Corps”), an agency of the Department of the Army, is authorized by Federal law to administer the Federal Clean Water Act, Section 404, and shall also be a third-party beneficiary of this Conservation Easement.

I. This Conservation Easement provides and in all respects satisfies the mitigation requirements for certain impacts of the construction and operation of the Fill Area 2 at the Altamont Landfill and Resource Recovery Facility located northeast of the City of Livermore, County of Alameda, State of California, pursuant to the following permits:

- Alameda County Conditional Use Permit (CUP) C-5512;
- California Integrated Waste Management Board’s Solid Waste Facility Permit (SWFP) for Altamont Landfill;
- Central Valley California Regional Water Quality Control Board’s (CVRWQCB) Waste Discharge Requirements (WDR’s) for Altamont Landfill;
- Bay Area Air Quality Management District’s Authorities to Construct (ATC’s) and Permits to Operate (PTO’s) for Altamont Landfill;
- Individual Army Permit No. 199300056 issued by the Corps under Section 404 of the Clean Water Act on August 16, 2011;
- Clean Water Act Section 401 Water Quality Certification No. WDID 5B01CR00002 issued by the CVRWQCB;
- Lake or Streambed Alteration Agreement (No. 1600-2004-0359-3) executed by WMAC and CDFG dated October 14, 2010 under Section 1600 of the California Fish and Game Code;
- Biological Opinion issued by the Service under Section 7 of the Federal Endangered Species Act (No. 1-1-04-F-0488), dated June 21, 2010);
- Consistency Determination of the federal Biological Opinion to the California Endangered Species Act issued by CDFG (No. 2080-2010-035-03) on October 7, 2010; and,
- A management plan and endowment funding obligation as more particularly described in the Conservation Management Plan dated August 2010.

- J. CDFG, the Service, and the Corps are at times collectively referred to herein as the "Wildlife Agencies".
- K. The following terms, when used herein, shall have the meanings set forth below:
- "Grantor"** means Waste Management of Alameda County, Inc. (WMAC) or any successor, transferee, or assignee.
- "Grantee"** means the state of California acting by and through the Department of Fish and Game
- "Preserve Manager"** means Grantee, the CDFG, or any successor, assignee, or transferee appointed in accordance with Section 11.
- "Preserve"** see Recital A above.
- "Conservation Management Plan"** means the *Conservation Management Plan* by WMAC, dated August 2010.
- "Waters of the U.S."** means that Area defined in 40 CFR 122.2 as a feature under the regulation of the Federal Clean Water Act.
- "Wetland"** means that Area that is inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soils conditions.
- "Riparian"** means those Areas that have plant communities adjacent to and affected by surface or ground water of perennial or ephemeral water bodies, such as rivers, streams, lakes, ponds, playas, or drainage ways. These areas have distinctly different vegetation than adjacent areas or have species similar to surrounding area that exhibit a more vigorous or robust growth form.
- "Uplands"** means those habitats that are not riparian or wetlands, including grassland/meadow and coastal scrub.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property.

1. Purposes. The purposes of this Conservation Easement are to ensure the Property will be retained forever in its current natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities that are consistent with those purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats consistent with the Conservation Management Plan, which is attached hereto and incorporated herein by reference.

A final, approved copy of the Conservation Management Plan, and any amendments thereto approved by the Wildlife Agencies, shall be kept on file at the Wildlife Agencies' addresses listed in Paragraph 17. If the Grantor, or any successors or assigns, requires an official copy of the Conservation Management Plan, a copy of the current amended Conservation Management Plan may be requested from the Wildlife Agencies at the address listed in Paragraph 17.

The Conservation Management Plan and any future agreed-to amendments thereto are hereby incorporated by reference into this document and by this reference shall have the same effect as if fully set forth herein; provided, however, in the event of any conflict between this Conservation Easement and the Conservation Management Plan, this Conservation Easement shall control and prevail.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee and to the Service and the Corps as third-party beneficiaries of this Conservation Easement:

(a) To preserve and protect the conservation values of the Property;

(b) To enter upon the Property at reasonable times upon reasonable prior written notice delivered to Grantor in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement and Conservation Management Plan, and for scientific research and the interpretive purposes by Grantee or its designees and the Wildlife Agencies or their designees, provided that neither Grantee nor the Wildlife Agencies shall unreasonably interfere with Grantor's and its officers, employees, contractors and agents authorized use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any unnatural act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement, except with respect to rights contained in any and all prior recorded encumbrances, including the Recorded Encumbrances, as

defined in Section 9.1 and the Wind Easement, as defined in Section 9.2 for that duration during which they are still in effect;

(d) To make reasonable use of all mineral, air and water rights necessary to protect and to sustain the biological resources of the Property, providing, however, that Grantor's existing water rights necessary and appurtenant to its operation of the Landfill are not part of the rights granted, herein; and

3. **Development Rights.** All present and future development rights allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

4. **Prohibited Uses.** Any activity on, or use of the Property, inconsistent with the purposes of this Conservation Easement is prohibited. These activities will be addressed in the Conservation Management Plan and incorporated by reference. Without limiting the generality of the foregoing, the following uses and activities on the Property by Grantor, Grantor's agents, and third parties, are expressly prohibited:

(a) Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the purposes of this Conservation Easement, except as specifically provided in the Conservation Management Plan, or made necessary by any emergency or exigent condition;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, except as specifically provided in the Conservation Management Plan or for reasonable access to any part of the Property for necessary maintenance and repair;

(c) Agricultural activity of any kind, except grazing for vegetation management, or as provided in the Conservation Management Plan;

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except as specifically provided in the Conservation Management Plan;

(e) Commercial or industrial uses, except as specifically provided in the Conservation Management Plan and otherwise described herein;

(f) Any legal or de facto division, subdivision or partitioning of the Property;

(g) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind, except as specifically provided in the Conservation Management Plan;

(h) Depositing or allowing the unreasonable accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(i) Planting, introducing, or dispersing non-native or exotic plant or animal species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property;

(k) Altering the surface or general topography of the Property, including building of roads or trails except as specifically provided in the Conservation Management Plan;

(l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law or in the event of an emergency for (1) fire breaks, (2) maintenance of existing foot trails or roads, (3) prevention or treatment of disease, or (4) as specifically provided in the Conservation Management Plan;

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters except as specifically provided in the Conservation Management Plan;

(n) Transferring any appurtenant water right, to the extent any exist, required to maintain and restore the biological resources of the property; and,

(o) Engaging in any use or activity that may violate, or may fail to comply with, all federal, state, or local laws, regulations, and policies.

5. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property. In addition, Grantor shall undertake all necessary actions to perfect the rights of Grantee under Section 2 of this Conservation Easement, including but not limited to, Grantee's water rights.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

7. Remedies. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. At the time of giving any such notice, Grantee shall give a copy of the notice to the Third-Party beneficiaries. If Grantor fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the conservation values of the Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefore, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its reasonable discretion and after notice to Grantor, determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property, Grantee may pursue its remedies under this section 6 without waiting for the period

provided for cure to expire. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

The intended third party beneficiaries of this Conservation Easement shall have the same rights as Grantee under this section to enforce the terms of this Conservation Easement.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

7.1. Costs of Enforcement. Any costs incurred by Grantee or the Wildlife Agencies, where it is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor. If the Grantor is the prevailing party, it shall be entitled to recover from Grantee all costs of suit, including attorney's and expert's fees.

7.2. Discretion of Grantee and the Wildlife Agencies. Enforcement of the terms of this Conservation Easement by Grantee or the Wildlife Agencies shall be at the discretion of the enforcing party, and any forbearance by Grantee or the Wildlife Agencies to exercise rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee or the Wildlife Agencies of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights (or any rights of the Wildlife Agencies as third party beneficiaries) under this Conservation Easement. No delay or omission by Grantee or the Wildlife Agencies in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

7.3. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee or the Wildlife Agencies to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees or the Wildlife Agencies or employees and their invitees.

7.4. Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the USFWS and Corps as third-party beneficiaries.. These rights are in addition to, and do not limit, the rights of enforcement under the entitlements described in Recital F and Recital G, above.

8. Fence Installation and Maintenance. Grantor shall install and maintain a fence reasonably satisfactory to Grantee and the Third-Party beneficiaries around the Conservation

Easement area to protect the conservation values of the Property, including but not limited to wildlife corridors.

9. **Subordination.**

9.1 **Subordination to Recorded Encumbrances.** Notwithstanding any other provision contained herein, this Conservation Easement shall be subordinate to all prior recorded easements and encumbrances, including, but not limited to those certain recorded easements and encumbrances as more particularly described as the "Summary of Easements and Encumbrances Affecting Conservation Easement Area" in Exhibit "B" attached hereto and incorporated herein by this reference (the "Recorded Encumbrances"). The parties hereby agree to execute and/or obtain the execution of third-party lessees or mortgagees, within thirty (30) days request thereof by the other party, of such further instruments and assurances as may reasonably deem necessary to evidence or confirm such subordination.

9.2 **Subordination to Unrecorded Wind Easement.** Notwithstanding any other provision contained herein, this Conservation Easement shall be subordinate to that certain unrecorded Short Form of Easement Agreement, dated September 9, 1988, between Grantor's predecessor-in-interest, Oakland Scavenger Company, a California corporation, as grantor, and U.S. Windpower, Inc., a Delaware corporation, attached hereto as Exhibit "C", and incorporated herein by this reference (the "Wind Easement"). The parties hereby agree to execute and/or obtain the execution of third-party lessees or mortgagees, within thirty (30) days request thereof by the other party, of such further instruments and assurances as may reasonably deem necessary to evidence or confirm such subordination, provided, however, that said Wind Easement shall expire on its own terms on or before September 9, 2018 or as otherwise specified in said Wind Easement, and shall not be renewed thereafter. Grantor shall provide written notice to the owner of the Wind Easement that the Wind Easement shall not be renewed, such written notice to be sent to the owners of the Wind Easement within thirty (30) calendar days of execution of this easement by Grantor, with copies of such written notice to be provided to the Grantee and the Third-Party Beneficiaries.

10. **Access.** This Conservation Easement does not convey a general right of access to the public.

11. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that neither Grantee nor the Third-Party beneficiaries shall have any duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

11.1. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and the Wildlife Agencies with satisfactory evidence of payment upon request. Grantor shall keep the Property free from any liens, including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

11.2. Hold Harmless. Grantor shall hold Grantee harmless, protect and indemnify Grantee and directors, officers, employees, agents, contractors and representatives and the heirs, personal representatives, successors and assigns (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, condition or other matter related to or occurring on or about the Property regardless of cause, unless due solely to the negligence of Grantee or any of its employees; (2) the obligations specified in Sections 4, 11, and 11.1; and, (3) the existence of administration of this Conservation Easement, unless caused by the sole negligence of Grantee or its employees. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, shall, at the election of and upon written notice from Grantee defend such action or proceeding by counsel reasonably acceptable to that Indemnified Party.

11.3. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

11.4. Condemnation. This Conservation Easement is a "wildlife conservation easement" acquired by a State agency, the condemnation of which is prohibited except as provided in Fish and Game Code Section 1348.3.

12. Transfer of Easement. This Conservation Easement may be assigned or transferred by Grantee or any successor-in-interest upon written approval of the Service, the Corps, and Grantor, which approval shall not be unreasonably withheld or delayed, but Grantee shall give Grantor, the Service, and the Corps at least thirty (30) days prior written notice of the transfer. Approval of any assignment or transfer may be withheld in the reasonable discretion of the Service and the Corps if the transfer will result in a single owner holding both this Conservation Easement and fee title to the Property, and upon such transfer the doctrine of merger will apply to extinguish the Conservation Easement by operation of law, unless an alternate method or mechanism to achieve the purposes of this Conservation Easement following such merger has been provided for. Grantee may assign this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 (or any successor provision then applicable) or the laws of the United States and reasonably acceptable to the Service and the Corps. Grantee shall require the assignee to

record the assignment in the county where the Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

13. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and the Wildlife Agencies of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee or the Wildlife Agencies shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor, Grantee or the Wildlife Agencies to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

14. Preservation, Maintenance, and Management of the Property. Preservation, maintenance, and management of the property are described in and governed by the Conservation Management Plan, which is attached and incorporated by reference.

15. WMAC has provided an escrow fund to CDFG for the purposes of fulfilling all of WMAC's obligations, long-term operations, and maintenance of the Easement under the Conservation Management Plan. Funding shall be transferred to the appropriate transferee or assignee if the Easement is assigned or transferred and upon selection of a permanent holder of the easement endowment.

16. No Merger. In the event the Property and the Conservation Easement are ever owned by the same entity, there shall be no express or implied merger by operation of law or otherwise. If any party should claim such a merger, the parties agree that any and all terms and conditions of the Conservation Easement shall be deemed covenants and restrictions upon the property, which shall run with the land according to California and/or other applicable law and otherwise exist in perpetuity.

17. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other parties shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor:	Robert Longo Western Group General Counsel Waste Management, Inc. Western Group Office 7025 N. Scottsdale Road, Suite 200 Scottsdale, AZ 85253
-------------	---

With copy to:

Jim Morgan
Waste Management, Inc.
720 E. Butterfield Road
Lombard, IL 60148

To Grantee:

Department of Fish and Game
Bay Delta Region (Region 3)
7329 Silverado Trail
Napa, California 94558]
Attn: Regional Manager

With copy to:

Department of Fish and Game
Office of the General Counsel
1416 Ninth Street, 12th Floor
Sacramento, California 95814-2090
Attn: General Counsel

To Service:

United States Fish and Wildlife Service
2800 Cottage Way, W-2605
Sacramento, CA 95826-1846
Attn: Field Supervisor

To Corps

United States Army Corps of Engineers
Sacramento Regulatory Branch
1325 J Street, 14th Floor
Sacramento, California 95814-2922
Attn: Chief, Sacramento/San Joaquin Delta Office

or to such other address as Grantor, Grantee or The State of California may designate by written notice to the other parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

18. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and subject to the prior written approval of the Wildlife Agencies. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Alameda County, State of California.

19. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 18.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability. Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage

tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of Grantor under Section 11.2, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Indemnified Parties (each as defined in Section 11.2) from and against any and all Claims (as defined in Section 11.2) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Property at any time, except that (I) this indemnification shall be inapplicable to the Grantee Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by Grantee, its employees or agents and (II) this indemnification shall be inapplicable to the CDFG Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by CDFG, its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the CDFG Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from CDFG, defend such action or proceeding by counsel reasonably acceptable to the CDFG Indemnified Party or reimburse CDFG for all charges incurred for services of the California Attorney General in defending the action or proceeding.

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or CDFG any of the following:

- (1) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, "CERCLA"); or
- (2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- (3) The obligations of a responsible person under any applicable Environmental Laws; or
- (4) The right to investigate and remediate any Hazardous Materials associated with the Property; or
- (5) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49

U.S.C. Section 6901 *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and CDFG that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. The Property is currently encumbered by Recorded Encumbrances, as defined in Section 9.1 and a Wind Easement, as defined in Section 9.2, which is not subordinate to this Conservation Easement, and which expires on December 31, 2018. Grantor represents and warrants that, with the exception of the Recorded Encumbrances and the Wind Lease described in the preceding sentence, there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, mineral interests) which have not been expressly subordinated to this Conservation Easement, and that the Property is not subject to any other conservation easement.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee and CDFG may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the conservation values of the Property. This Section 19(k) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 13.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of Alameda County, California, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Third-Party Beneficiary. Grantor and Grantee acknowledge that the Service and the Corps are third-party beneficiaries of this Conservation Easement with the right of access to the Property in accordance with the terms and conditions of this Conservation Easement and the right to enforce all of the obligations of Grantor under this Conservation Easement. Except as so expressly stated herein, there are no other third-party beneficiaries to this Conservation Easement.

IN WITNESS WHEREOF Grantor and Grantee have executed this Conservation Easement Deed the day and year first above written.

GRANTOR:

**WASTE MANAGEMENT OF
ALAMEDA COUNTY, INC.**

BY: 

NAME: Barry Stolarick

TITLE: Area Vice President

DATE: 3/5/2012

Approved as to form:

**General Counsel
State of California
Department of Fish and Game**

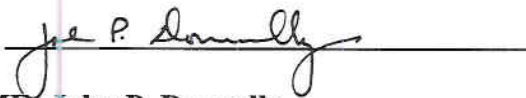
BY: 
Thomas Gibson
General Counsel

**Office of Regional Solicitor
U.S. Department of Interior**

BY: 
James A. Monroe
Assistant Regional Solicitor

GRANTEE:

**STATE OF CALIFORNIA
Natural Resources Agency
Department of Fish and Game**

BY: 

NAME: John P. Donnelly

TITLE: Executive Director
Wildlife Conservation Board

DATE: 3/16/12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 5/16/12 before me, Natalya Kulagina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John P. Donnelly
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kulagina
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

ACKNOWLEDGMENT

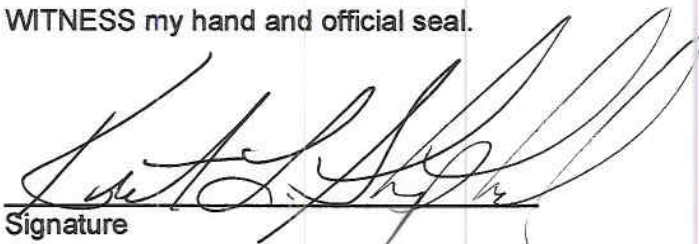
State of California
County of Alameda } ss.

On March 5, 2012 before me, Kent L. Shephard, Notary Public, personally appeared Barry Skalnick, Area Vice President

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature



OPTIONAL INFORMATION

Date of Document

3/5/2012

Thumbprint of Signer

Type or Title of Document

Conservation Easement

Number of Pages in Document

34

Document in a Foreign Language

No

Type of Satisfactory Evidence:

☐ Personally Known with Paper Identification

☒ Paper Identification

☐ Credible Witness(es)

Capacity of Signer:

☐ Trustee

☐ Power of Attorney

☐ CEO / CFO / COO

☒ President / Vice-President / Secretary / Treasurer

☐ Other: _____

☒ Check here if
no thumbprint
or fingerprint
is available.

Other Information: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Conservation Easement

Area 1

A portion of Section 15, Township 2 South, Range 3 East, of the Mount Diablo Base and Meridian, according to the official plat thereof, described as follows:

BEGINNING at the southeast corner of said Section 15; thence, along the south line of said Section, N 87°34'15" W, 5271.82 feet to the southwest corner of said Section 15; thence, along the west line of said Section, N 00°40'39" W, 258.79 feet; thence, leaving said west line, S 89°19'25" E, 2964.40 feet; thence N 39°09'35" E, 136.31 feet; thence N 19°41'53" E, 114.87 feet; thence N 29°50'51" E, 97.11 feet; thence N 22°26'02" E, 302.83 feet; thence N 00°09'54" W, 103.79 feet; thence N 09°37'49" W, 119.59 feet; thence N 11°37'21" E, 120.72 feet; thence N 00°29'44" W, 865.25 feet; thence N 89°48'55" W, 337.39 feet; thence N 67°50'01" W, 60.69 feet; thence S 81°04'57" W, 45.30 feet; thence N 01°34'38" W, 1300.33 feet; thence N 34°39'19" E, 895.60 feet; thence N 00°00'00" E, 252.16 feet; thence N 69°34'02" W, 807.28 feet; thence S 89°35'05" W, 682.34 feet; thence S 36°10'58" W, 1072.02 feet; thence S 68°53'11" W, 1070.64 feet; thence N 50°31'02" W, 327.73 feet to said west line of Section 15; thence, along said west line, N 00°40'39" W, 1590.27 feet to the northwest corner of said Section 15; thence, along the north line of said Section 15, S 89°05'49" E, 5395.44 feet to the northeast corner of said Section 15; thence, along the east line of said Section 15, S 00°43'37" W, 5275.96 feet to the POINT OF BEGINNING.

Excepting therefrom, an undivided one-half (1/2) interest in and to all minerals, oil, gas and other hydrocarbon substances and gaseous materials located under said premises without the right of surface entry, as reserved in the deeds to Russell J. Jackson, et ux, recorded September 9, 1974 as instruments 74-131066, 74-131067, 74-131068, 74-131069, 74-131070, 74-131071, 74-131072, 74-131073 and 74-131074, Alameda County Records.

Area 2

A portion of the southeast-quarter of Section 16, Township 2 South, Range 3 East, Mount Diablo Base and Meridian, according to the official plat thereof, described as follows:

BEGINNING at the southeast corner of said Section 16; thence, along the south line of said Section, N 88°47'53" W, 785.19 feet; thence, leaving said south line, N 45°50'05" E, 167.07 feet; thence N 04°59'26" W, 134.37 feet; thence S 89°19'25" E, 673.85 feet to the east line of said Section 16; thence, along said east line, S 00°40'39" E, 258.79 feet to the POINT OF BEGINNING.

Excepting therefrom, one-half interest in all oil, gas and minerals below a plane parallel to and 500 feet below the surface thereof as reserved in the deeds from Robert A. Werum, et al., Recorded June 21, 1974, reel 3710, image 617, Official Records, instrument no. 80058 and reel 3710, image 619, Official Records, instrument no. 80059.

Area 3

A portion of the north-half of Section 16, Township 2 South, Range 3 East, Mount Diablo Base and Meridian, according to the official plat thereof, described as follows:

BEGINNING at the northeast corner of said Section 16;

thence, along the east line of said Section 16, S 00°40'39" E, 1590.27 feet;
 thence, leaving said east line, N 50°31'02" W, 908.61 feet;
 thence N 18°48'43" W, 950.66 feet; thence West, 524.10 feet;
 thence S 01°06'06" E, 1028.62 feet; thence N 44°10'39" W, 1461.53 feet;
 thence S 89°58'22" W, 2612.66 feet to the west line of said Section 16;
 thence, along said west line, N 00°45'41" E, 198.08 feet to the northwest corner of said
 Section 16;
 thence, along the north line of said Section 16, S 88°50'10" E, 5122.98 feet to the POINT OF
 BEGINNING.

Excepting therefrom, one-half interest in all oil, gas and minerals below a plane parallel to and 500 feet below the surface thereof as reserved in the deeds from Robert A. Werum, et al., Recorded June 21, 1974, reel 3710, image 617, Official Records, instrument no. 80058 and reel 3710, image 619, Official Records, instrument no. 80059.

Area 4

Section 17 in Township 2 South, Range 3 East, Mount Diablo Base and Meridian, according to the official plat thereof, EXCEPTING THEREFROM THE FOLLOWING:

- 1) Parcel A, as described in the Grant Deed from Dyer Estate Company, a corporation to the State of California, dated October 29, 1962, recorded August 21, 1963 in Reel 970, Image 542 (Inst. No. AU138902), Alameda County Records.
- 2) Those portions described in the final order in condemnation to Alameda County Flood Control and Water Conservation District, recorded March 5, 2010 instrument no. 2010059799, Official Records
- 3) Those portions described in the final order of condemnation to State of California, acting by and through the California Water Commission, recorded March 25, 2010 instrument no. 2010077575, Official Records
- 4) Dyer Road, a 66.00-foot-wide County Road (Alameda County Road No. 1977)
- 5) A portion of said Section 17, described as follows:

Commencing at the southeast corner of said Section 17;
 thence, along the east line of said Section 17, N 00°45'41" E, 309.66 feet to the POINT OF BEGINNING;
 thence, leaving said east line, N 67°04'57" W, 446.99 feet;
 thence, leaving said east line, N 68°12'22" W, 454.81 feet;
 thence N 00°01'43" W, 698.67 feet; thence N 89°39'32" W, 139.40 feet;
 thence N 12°39'09" W, 727.55 feet; thence N 04°24'46" E, 363.57 feet;
 thence N 30°42'25" W, 292.75 feet; thence N 59°17'35" E, 210.90 feet;
 thence S 30°42'25" E, 292.75 feet; thence S 74°53'32" E, 250.00 feet;
 thence N 59°54'16" E, 50.00 feet; thence N 75°31'14" E, 50.00 feet;
 thence S 86°46'05" E, 50.00 feet; thence S 71°33'41" E, 50.00 feet;
 thence S 77°00'22" E, 50.00 feet; thence N 86°16'36" E, 50.00 feet;
 thence N 79°46'04" E, 300.00 feet; thence N 66°21'21" E, 100.00 feet;
 thence N 43°13'10" E, 56.35 feet to said east line;
 thence, along said east line, S 00°45'41" W, 2302.94 feet to the POINT OF BEGINNING.

Further excepting all oil, gas, petroleum, hydrocarbon substances and all other minerals below a depth of 500 feet measured vertically from the present surface of said land, together with the right of entry below said depth of 500 feet by slant or directional drilling from other lands to develop and produce oil, gas, petroleum, hydrocarbon substances and other minerals and the right to use the structures below said depth of 500 feet for the storage and subsequent removal of gas or other substances, but without any right of surface entry, as contained in the Deed from Wells Fargo Bank, National Association, Harold G. King and Laura D. Lorenzen, co-executors of the will of I. W. Hellman, also known as Isaias Warren Hellman and Isaias W. Hellman III, deceased, recorded December 19, 1978, instrument no. 78-246754, Official Records.

Area 5

A portion of the north-half of Section 21, Township 2 South, Range 3 East, of the Mount Diablo Base and Meridian, according to the United States public survey thereof, described as follows:

BEGINNING at the northeast corner of said Section 21;

thence, along the east line of said Section 21, S 00°53'47" W, 2533.62 feet to the north line of County Road No. 818 (Altamont Pass Road); thence along said north line the following three (3) courses:

1. S 88°32'50" W, 509.43 feet
 2. along a curve to the left, having a radius of 3030.00 feet, a central angle of 10°56'00", and an arc distance of 578.19 feet; said curve being subtended by a chord of S 83°04'50" W, a distance of 577.32 feet
 3. S 77°36'50" W, 282.89 feet to the south line of said north-half of Section 21
- thence, along said south line N 87°32'19" W, 880.78 feet to said north line of County Road No. 818;

thence, along said north line the following six (6) courses:

1. N 55°44'19" W, 86.26 feet
 2. along a curve to the left, having a radius of 480.00 feet, a central angle of 33°20'00", and an arc distance of 279.25 feet; said curve being subtended by a chord of N 72°24'19" W, a distance of 275.33 feet
 3. thence N 75°14'34" W, 237.88 feet
 4. thence N 77°39'46" W, 193.62 feet
 5. thence N 67°42'19" W, 126.28 feet
 6. along a curve to the right, having a radius of 1170.00 feet, a central angle of 9°53'07", and an arc distance of 201.86 feet; said curve being subtended by a chord of N 62°45'45" W, a distance of 201.61 feet to the northerly line of the 400.00-foot-wide Altamont Pass Transportation Corridor right-of-way;
- thence, along said right-of-way the following three (3) courses:

1. along a curve to the right, having a radius of 946.28 feet, a central angle of 9°16'35", and an arc distance of 153.21 feet; said curve being subtended by a chord of N 42°36'17" W, a distance of 153.04 feet;
2. thence N 37°57'59" W, 186.00 feet

3. along a curve to the left, having a radius of 916.78 feet, a central angle of 7°30'54", and an arc distance of 120.25 feet; said curve being subtended by a chord of N 41°43'26" W, a distance of 120.16 feet;

thence, leaving said right-of-way, N 38°32'09" E, 7.66 feet;

thence S 51°27'51" E, 170.00 feet; thence S 56°44'44" E, 90.00 feet;
thence S 65°27'13" E, 180.00 feet; thence S 71°52'55" E, 90.00 feet;
thence S 78°11'51" E, 270.00 feet; thence S 83°20'39" E, 150.00 feet;
thence N 87°26'14" E, 50.00 feet; thence N 81°01'56" E, 50.00 feet;
thence N 61°34'44" E, 150.00 feet; thence S 80°49'29" E, 260.00 feet;
thence S 85°55'15" E, 100.00 feet; thence N 68°12'40" E, 50.00 feet;
thence N 30°15'24" E, 100.00 feet; thence N 48°18'17" E, 100.00 feet;
thence N 50°31'03" E, 100.00 feet; thence N 35°56'28" E, 100.00 feet;
thence N 33°17'37" E, 100.00 feet; thence N 26°42'16" E, 100.00 feet;
thence N 10°06'07" W, 290.00 feet; thence N 53°34'58" E, 80.00 feet;
thence N 81°12'23" E, 80.00 feet; thence S 57°32'40" E, 80.00 feet;
thence S 50°14'41" E, 150.00 feet; thence S 60°36'24" E, 150.00 feet;
thence S 73°06'55" E, 100.00 feet; thence N 80°08'36" E, 100.00 feet;
thence N 61°51'19" E, 100.00 feet; thence N 65°38'11" E, 100.00 feet;
thence N 70°02'40" E, 100.00 feet; thence N 68°09'03" E, 100.00 feet;
thence N 29°41'35" E, 145.00 feet; thence N 29°06'21" W, 430.00 feet;

thence along a curve to the right, having a radius of 1600.00 feet a central angle of 22°01'35", and an arc distance of 615.09 feet; said curve being subtended by a chord of N 26°07'31" E, a distance of 611.31 feet;

thence along a curve to the left, having a radius of 100.00 feet, a central angle of 77°36'03", and an arc distance of 135.44 feet; said curve being subtended by a chord of N 1°39'43" W, a distance of 125.32 feet;

thence N 40°27'44" W, 193.99 feet;
thence along a curve to the right, having a radius of 100.00 feet, a central angle of 81°55'39", and an arc distance of 142.99 feet; said curve being subtended by a chord of N 0°30'05" E, a distance of 131.12 feet to the north line of said Section 21;
thence, along said north line, S 88°47'53" E, 785.19 feet to the POINT OF BEGINNING.

Excepting therefrom, any portion thereof which lies within the rights of way of the Central Pacific Railway Company and the Western Pacific Railway Company.

Excepting therefrom, one-half interest in all oil, gas and minerals below a plane parallel to and five hundred feet below the surface thereof with no right of surface entry, as reserved in the deed from George E. Nickerson, et ux to Russell J. Jackson, et ux, recorded October 9, 1964, reel 1335, image 827, Official Records, instrument no. AW/163572.

Also excepting one-half interest in all oil, gas and minerals below a plan parallel to and five hundred feet below the surface thereof, as reserved in the deed from Russell J. Jackson and A. Marie Jackson, his wife, recorded June 21, 1974 as instrument no. 80065, Official Records.

Area 6

A portion of the northeast-quarter of Section 21, Township 2 South, Range 3 East, of the Mount Diablo Base and Meridian, according to the United States public survey thereof, described as follows:

BEGINNING at the east-quarter corner of said Section 21;
thence, along the south line of said northeast-quarter of Section 21, N 87°32'19" W, 114.39 feet to the northerly line of the 400.00-foot-wide Altamont Pass Transportation Corridor right-of-way;

thence, along said right-of-way the following two (2) courses:

1. along a curve to the left, having a radius of 2403.87 feet, a central angle of 8°15'57", and an arc distance of 346.79 feet; said curve being subtended by a chord of N 72°12'44" W, a distance of 346.49 feet
2. along a curve to the left, having a radius of 916.78 feet, a central angle of 5°37'20", and an arc distance of 89.96 feet; said curve being subtended by a chord of N 79°09'22" W, a distance of 89.93 feet to the south line of County Road No. 818 (Altamont Pass Road)

thence, along said south line the following two (2) courses:

1. along a curve to the right, having a radius of 2970.00 feet, a central angle of 0°32'21", and an arc distance of 27.95 feet; said curve being subtended by a chord of N 88°16'39" E, a distance of 27.95 feet
2. N 88°32'50" E, 506.97 feet to the east line of said Section 21

thence, along said east line, S 00°53'47" W, 141.39 feet to the POINT OF BEGINNING.

Excepting therefrom, any portion thereof which lies within the rights of way of the Central Pacific Railway Company and the Western Pacific Railway Company.

Excepting therefrom, one-half interest in all oil, gas and minerals below a plane parallel to and five hundred feet below the surface thereof with no right of surface entry, as reserved in the Deed from George E. Nickerson, et ux to Russell J. Jackson, et ux, recorded October 9, 1964, reel 1335, image 827, Official Records, instrument no. AW/163572.

Also excepting one-half interest in all oil, gas and minerals below a plan parallel to and five hundred feet below the surface thereof, as reserved in the Deed from Russell J. Jackson and A. Marie Jackson, his wife, recorded June 21, 1974 as instrument no. 80065, Official Records.

Area 7

A portion of the northwest-quarter of Section 21, Township 2 South, Range 3 East, of the Mount Diablo Base and Meridian, according to the United States public survey thereof, described as follows:

BEGINNING at the west-quarter corner of said Section 21; thence, along the west line of said Section 21, N 00°43'25" E, 123.03 feet to the southerly line of the 400.00-foot-wide Altamont Pass Transportation Corridor right-of-way;

thence, along said right-of-way the following five (5) courses:

1. N 56°38'24" E, 94.57 feet
2. along a curve to the right, having a radius of 1710.08 feet, a central angle of

33°06'58",
 and an arc distance of 988.40 feet; said curve being subtended by a chord of N
 73°11'53" E, a distance of 974.70 feet
 3. along a curve to the right, having a radius of 516.78 feet, a central angle of
 52°16'39",
 and an arc distance of 471.52 feet; said curve being subtended by a chord of S
 64°06'19" E, a distance of 455.33 feet
 4. S 37°57'59" E, 186.00 feet
 5. along a curve to the left, having a radius of 1346.28 feet, a central angle of
 10°50'41",
 and an arc distance of 254.82 feet; said curve being subtended by a chord of S
 43°23'20" E, a distance of 254.44 feet to the south line of said northwest-quarter
 of Section 21
 thence, along said south line, N 87°32'19" W, 1714.04 feet to the POINT OF BEGINNING.

Excepting therefrom, any portion thereof which lies within the rights of way of the Central Pacific Railway Company and the Western Pacific Railway Company.

Excepting therefrom, one-half interest in all oil, gas and minerals below a plane parallel to and five hundred feet below the surface thereof with no right of surface entry, as reserved in the Deed from George E. Nickerson, et ux to Russell J. Jackson, et ux, recorded October 9, 1964, reel 1335, image 827, Official Records, instrument no. AW/163572.

Also excepting one-half interest in all oil, gas and minerals below a plan parallel to and five hundred feet below the surface thereof, as reserved in the Deed from Russell J. Jackson and A. Marie Jackson, his wife, recorded June 21, 1974 as instrument no. 80065, Official Records.

ASSESSOR'S PARCEL NO. 099B-6062-001-02	(AFFECTS AREA 4)
ASSESSOR'S PARCEL NO. 099B-6062-002	(AFFECTS AREA 4)
ASSESSOR'S PARCEL NO. 099B-6062-003-04	(AFFECTS AREA 4)
ASSESSOR'S PARCEL NO. 099B-6062-005-02	(AFFECTS AREA 4)
ASSESSOR'S PARCEL NO. 099B-6225-001	(AFFECTS AREAS 2 AND 3)
ASSESSOR'S PARCEL NO. 099B-6250-001	(AFFECTS AREA 1)
ASSESSOR'S PARCEL NO. 099B-6275-001-01	(AFFECTS AREA 5)
ASSESSOR'S PARCEL NO. 099B-6275-001-02	(AFFECTS AREA 7)
ASSESSOR'S PARCEL NO. 099B-6275-001-03	(AFFECTS AREA 5)
ASSESSOR'S PARCEL NO. 099B-6275-001-04	(AFFECTS AREA 6)

EXHIBIT "B"

SUMMARY OF EASEMENTS AND ENCUMBRANCES AFFECTING CONSERVATION EASEMENT (EXCEPTIONS)

SCHEDULE B- SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2011-2012.
2. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
3. Taxes for the Fiscal Year 2010-2011 have escaped Assessment and the property Described herein is subject to future taxes for same as may be levied by the Alameda County Assessor's Office

Affects	APN'S	0998-6062-001-02 0998-6062-003-04 0998-6062-005-02
---------	-------	--

4. **Rights of the public** as to any portion of the land lying within the area commonly known as Dyer Road.
5. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Central Pacific Railroad Company, a corporation
Purpose: Right of way, 400 feet on width for railroad purposes and incidental purposes
Recorded: November 19, 1883, Book 261 of Deeds, Page 184, Alameda County Records
Affects: a portion

Terms and provisions contained in the above document.

6. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to:	The Standard Electric Company, a corporation
Purpose:	two lines of poles for electrical purposes, together with the rights of ingress and egress and incidental purposes
Recorded:	December 12, 1900, Instrument No. H-7547, Book 722 of Deeds, Page 385,
Alameda County Records	
Affects:	a portion

7. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: The Standard Electric Company, a corporation
Purpose: right to erect and maintain two independent lines of poles and wires for

transmission of electricity
Recorded: December 23, 1899, Book 725 of Deeds, Page 20, Alameda County Records
Affects: a portion

8. **Waiver of any claims for damages** to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California, recorded January 4, 1915, Book 2311 of Deeds, Page 109, Alameda County Records.

9. **Waiver of any claims for damages** to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California, recorded January 4, 1915, Book 2298, Page 387, Alameda County Records.

10. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company, a corporation
Purpose: electrical purposes and incidental purposes
Recorded: November 26, 1946, Instrument No. TT-105365, Book 5011, Page 485, of Official Records
Affects: The West ½ of the West ½ of Section 17

11. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: The State of California, Department of Water Resources
Purpose: road purposes, rights of ingress and egress, soil disposal, construction and maintenance and incidental purposes
Recorded: August 21, 1963, Book 970, Page 542, of Official Records
Affects: portions of the West 112 of Section 17 and the Northwest 1140f Section 20

Additional rights of limitations affecting said land provided in the above instrument as follows:

The right to flow, from time to time, 300 cubic feet of water per second from the South Bay Aqueduct over, along and through a natural drainage channel in the Northwest 1/4 of Section 17 of premises.

12. **Matters** contained in that certain document entitled "Grant Deed" dated October 29, 1962, executed by Dyer Estate Company, a corporation executed by and between State of California recorded August 21, 1963, Instrument No. AU-138902, Book / Reel 970, Page / Image 542, of Official Records, which document, among other things, contains or provides for: Bridge Crossing Restrictions.

Reference is hereby made to said document for full particulars.

13. **Covenants and restrictions** imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code.

Dated: Not shown
Executed by: Not shown
Recorded: January 14, 1970, Book 2548, Page 700, of Official Records

14. **Covenants and restrictions** imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code.

Dated: Not shown
Executed by: Not shown

Recorded: February 25, 1970, Book 2571, Page 761, of Official Records

15. **Covenants and restrictions** imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code.

Dated: Not shown

Executed by: Not shown

Recorded: January 13, 1971, Instrument No. 1971-4275, Book 2768, Page 123, of Official Records

16. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: The Pacific Telephone and Telegraph Company

Purpose: Communication Systems

Recorded: April 10, 1972, Instrument No. 72-45996, Book / Reel 3102, Page / Image 601, of Official Records

Affects: a portion

17. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Harold B. Elsworthy and Jean R. Elsworthy, husband and wife

Purpose: roadway for vehicles of all kinds, including automobiles and motor trucks for agricultural machinery and implements, for agricultural purposes only and incidental purposes

Recorded: July 18, 1972, Instrument No. 72-96682, Book 3183, Page 726, of Official Records

Affects: a portion

Terms and provisions contained in the above document.

18. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: The Werum Land and Cattle Company, a partnership

Purpose: roadway for vehicles of all kinds, including automobiles and motor trucks for agricultural machinery and implements, for agricultural purposes only including a single residence on the lands of the grantee and incidental purposes

Recorded: November 22, 1972, Instrument No. 72-158518, Book 3282, Page 797, of Official Records

Affects: a portion

Terms and provisions contained in the above document.

19. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Mary Egan Bordes, John F. Rooney and Bernice E. Rooney, his wife, Jean J. Egan John E. Guichard, James R. Guichard and Thomas M. Guichard

Purpose: roadway for vehicles of all kinds, including automobiles and motor trucks for agricultural machinery and implements, for agricultural purposes only including a single residence on the lands of the grantee and incidental purposes

Recorded: December 29, 1972, Instrument No. 72-173972, Book 3308, Page 294, of Official Records

Affects: a portion

Terms and provisions contained in the above document.

20. **Covenants and restrictions** imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code.
Dated: Not shown
Executed by: Not shown
Recorded: August 27, 1973, Instrument No. 73-117008, Book 3498, Page 194, of Official Records
21. **Covenants and restrictions** imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code.
Dated: Not shown
Executed by: Not shown
Recorded: July 21, 1976, Instrument No. 76-117564, Book 4450, Page 588, of Official Records
22. **Covenants and restrictions** imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code.
Dated: Not shown
Executed by: Not shown
Recorded: July 21, 1976, Instrument No. 76-117566, Book 4450, Page 601, of Official Records
23. **Covenants and restrictions** imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code.
Dated: Not shown
Executed by: Not shown
Recorded: July 21, 1976, Instrument No. 76-117568, Book 4450, Page 614, of Official Records
24. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.
Granted to: Pacific Telephone and Telegraph Company
Purpose: utility purposes and incidental purposes
Recorded: January 31, 1977, Instrument No. 77-018286, Book 4701, Page 234, of Official Records
Affects: a portion
25. **The terms** and provisions contained in the document entitled "Reduction of Safety Setback Requirements" recorded October 21, 1987 as Instrument No. 87-287592, of Official Records.
26. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.
Granted to: Wind Energy Company, a Nevada corporation
Purpose: vehicular and pedestrian ingress and egress and the transmission of electrical energy and for communication purposes and incidental purposes.
Recorded: February 25, 1988, Instrument No. 88-048130, of Official Records
Terms and provisions contained in the above document.
27. **Matters** contained in that certain document entitled "Transmission Line and Access Road Contract and Grant of Easement" dated (not shown), executed by and between Oakland Scavenger Company, a California corporation and The United States of America, Department of Energy, Western Area Power Administration recorded August 30, 1988, Instrument No. 88-219482, of Official Records.

Reference is hereby made to said document for full particulars.

- 28. Matters** contained in that certain document entitled "Short Form of Easement Agreement" dated (not shown), executed by and between Oakland Scavenger Company, a California corporation and U.S. Windpower, Inc., a Delaware corporation recorded September 16, 1988, Instrument No. 88-234941, of Official Records.

Reference is hereby made to said document for full particulars.

Assignment and Assumption Agreement to Green Ridge Power LLC, a Delaware limited liability Company, Recorded February 9, 1998 Instrument No. 98051081 Official Records

Reference is made to said document for full particulars

- 29. Easement(s)** for the purpose(s) shown below and rights incidental thereto as condemned by Final Decree of Condemnation,

Superior Court of:	Alameda
County Case No.:	VG06293139 & VG07344564
In favor of:	Alameda County Flood Control and Water Conservation District
Purpose:	Underground Waterline and Access
Recorded:	March 5, 2010, Instrument No. 2010059799, of Official Records
Affects:	Portions

- 30. Easement(s)** for the purpose(s) shown below and rights incidental thereto as condemned by Final Decree of Condemnation,

Superior Court of:	Alameda
County Case No.:	VG0521391
In favor of:	State of California, acting by and through the California Water Commission
Purpose:	Monitoring Well, Pipelines, Access and Temporary Exclusive Construction Easements
Recorded:	March 25, 2010, Instrument No. 2010077575, of Official Records
Affects:	Portions

EXHIBIT "C"

WIND EASEMENT

RECORDING REQUESTED BY
U.S. WINDPOWER, INC. AND
WHEN RECORDED MAIL TO:

FOR RECORDER'S USE ONLY

U.S. Windpower, Inc.
6952 Preston Avenue
Livermore, California 94550
Attention: Office of the General
Counsel

U.S. Windpower/Oakland Scavenger

SHORT FORM OF EASEMENT AGREEMENT

This SHORT FORM OF EASEMENT AGREEMENT (this "Short Form") is executed, acknowledged and delivered as of September 9, 1988, between OAKLAND SCAVENGER COMPANY ("Grantor"), a California corporation, and U.S. WINDPOWER, INC. ("USW"), a Delaware corporation.

R E C I T A L S

This Short Form is made and entered into on the basis of the following facts, intentions and understandings of the parties:

A. Grantor and USW have entered into that certain Grant of Easement and Easement Agreement (the "Agreement") dated as of September 9, 1988. Grantor owns the property ("Property") located in the County of Alameda, State of California and described on the attached Exhibit A, which is incorporated herein by reference. Grantor is conducting landfill operations on the portion of the Property (the "Landfill Property") shown inside the dashed line on the map attached hereto as Exhibit B, which is also incorporated herein by reference. Pursuant to the terms, covenants and conditions of the Agreement, Grantor has granted to USW an exclusive wind easement (the "Easement") on, over and along all of the Property except the Landfill Property (the "Wind Property").

B. Grantor and USW have executed and acknowledged this Short Form for the purpose of providing constructive notice of the Easement and USW's rights under the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grant. Grantor grants to USW the Easement over the Wind Property on the terms, covenants and conditions stated in the Agreement.

2. Scope. The Easement is for wind energy conversion, for the collection and transmission of electric power generated by the wind, and for ancillary and related activities. USW shall have the exclusive right to convert all of the wind resources of the Wind Property. Grantor expressly reserves the right to use the Wind Property for any purpose which will not interfere with USW's operations hereunder and under the Easement, or enjoyment of the rights hereby and thereby granted.

3. Term. The Easement is an exclusive easement for a term commencing on the effective date of the Agreement and continuing initially for ten (10) years after the first day of the first full calendar month in which occurs the first delivery to a utility of electricity derived from wind energy converted by USW on the Wind Property. USW may extend the term of the Easement for consecutive ten (10) year terms thereafter in accordance with the terms of the Agreement.

4. Ownership. Grantor shall have no ownership or other interest in any windmills, transmission lines, transformers, substations, meteorological towers, roads and other facilities (collectively "Windpower Facilities") installed on the Wind Property, and USW may remove any or all Windpower Facilities at any time.

5. Assignment; Cure.

(a) Right to Encumber or Assign. USW and any Assignee (as hereinafter defined) shall have the right, without need for Grantor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Wind Property: finance Windpower Facilities; grant co-easements, subeasements or licenses to one or more Assignees; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more Assignees the Easement, or any or all right or interest in the Easement or in the Agreement, or any or all right or interest in the Wind Property or in any or all of the Windpower Facilities that USW or any other party may now or hereafter install on the Wind Property. An "Assignee" is any of the following: (i) any one or more parties involved in the construction, financing, operation or maintenance of any Windpower Facilities, unless such party or any of its affiliates is in the waste disposal business or is in the business of generating electricity using landfill methane or waste as fuel; (ii) a purchaser of any Windpower Facilities, unless such purchaser or any of its affiliates is in the waste disposal business or is in the business of generating electricity using landfill methane or waste as fuel; (iii) a corporation now existing or hereafter organized (including USW) in which USW or an Assignee or any of their respective parent corporations owns (directly or indirectly) at least fifty-one percent (51%) of all outstanding shares of voting stock; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation; or (v) a corporation, partnership or other entity that acquires all or substantially all of USW's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means. USW or an Assignee that has assigned an interest under this Section will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Grantor, provided that failure to give such notice shall not constitute a default under the Agreement but rather shall only have the effect of not binding Grantor with respect to such assignment.

(b) Termination. Notwithstanding any default by USW or any Assignee in the performance of any of its obligations under the Agreement, Grantor shall have no right to terminate the Easement unless (i) a default under the Agreement shall have occurred and shall be continuing, (ii) Grantor simultaneously notifies USW and all Assignees of the default, which notice is in writing and sets forth in reasonable detail the facts

pertaining to the default and specifies the method of full or partial cure thereof, and (iii) such default shall not have been remedied within sixty (60) days after USW and all Assignees receive the written notice, or if cure will take longer than sixty (60) days, USW or any Assignee has not begun diligently to undertake the cure within such sixty (60) days and thereafter prosecutes the cure to completion.

(c) Substitute Performance. To prevent termination of the Easement or any portion thereof, USW (and, if given such right by USW or such Assignee's assignor, any Assignee) shall have the right, but not the obligation, at any time prior to the termination of the Easement, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or USW hereunder, or necessary to prevent termination of the Easement.

(d) Partial Cure. If USW or an Assignee holds an interest in less than all of the Easement, the Wind Property or the Windpower Facilities, any default under the Agreement shall be deemed remedied, as to USW's or such Assignee's partial interest, and Grantor shall not disturb such partial interest if USW or the Assignee, as the case may be, shall have cured its pro rata portion of the default.

(e) Extended Cure Period. If any default referred to in paragraph (b) of this Section cannot be cured by USW or an Assignee, as the case may be, without obtaining possession of all or part of the Wind Property and/or all or part of the Windpower Facilities and/or all or part of USW's or another Assignee's interest in the Easement, then any such default shall be deemed remedied if:

(i) within sixty (60) days after receiving notice from Grantor as set forth in paragraph (b) of this Section, either USW or an Assignee shall have acquired possession of all or part of the Wind Property and/or all or part of the Windpower Facilities and/or all or part of such interest in the Easement, or shall have commenced appropriate judicial or nonjudicial proceedings to obtain the same; and

(ii) USW or the Assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and

(iii) after gaining possession of all or part of the Wind Property and/or all or part of the Windpower Facilities and/or all or part of such interest in the Easement, USW or the Assignee performs all other obligations as and when the same are due in accordance with the terms of the Agreement.

If USW or an Assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving USW or any defaulting Assignee, as the case may be, from commencing or prosecuting the proceedings described above, the sixty-day period specified above for commencing such proceeding shall be extended for the period of such prohibition.

(f) Acquisition of Interest. The acquisition of all or any portion of USW's or an Assignee's interest in the Wind Property or the Windpower Facilities or the Easement by another Assignee or any other person through foreclosure or other judicial or nonjudicial proceedings in the nature thereof or any conveyance in lieu thereof shall not require the consent of Grantor or constitute a breach of any provision or a default under the Agreement, and upon such acquisition or conveyance Grantor shall recognize the Assignee, or such other party, as USW's or such other Assignee's proper successor.

(g) New Easement. If the Easement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or the Easement is terminated as result of any uncurable default, and within sixty (60) days after such rejection or termination USW or any Assignee shall have arranged to the reasonable satisfaction of Grantor for the payment of all fees or other charges due and payable by USW or other Assignees as of the date of such rejection or termination, then Grantor shall execute and deliver to USW or such Assignee, as the case may be, a new easement to the Wind Property which (i) shall be for a term equal to the remainder of the term of the Easement before giving effect to such rejection or termination, (ii) shall contain the same covenants, agreements, terms, provisions and limitations as the Agreement (except for any requirements that have been fulfilled by USW or any Assignee prior to rejection or termination of the Easement) and (iii) shall include that portion of the Windpower Facilities in which USW or such other Assignee had an interest on the date of rejection or termination.

(h) Assumption and Transfer of Liability. USW shall not be relieved of its obligations hereunder with respect to an assignment unless Grantor consents thereto, which consent Grantor shall not unreasonably withhold; provided, that it shall be unreasonable for Grantor to withhold such consent if the Assignee's creditworthiness at the time of assignment is equal to or better than USW's on the Effective Date. No Assignee shall have any obligation or liability under the Agreement prior to the time that the Assignee takes actual physical possession of the Wind Property. An Assignee shall be liable to perform obligations under the Agreement only for and during the period such Assignee is in possession of the Wind Property.

(i) Assignment in Connection with Transmission Lines. Notwithstanding any other provision of the Agreement, USW, in its sole discretion and without further act of Grantor, shall have the right to grant, in connection with the exercise of the rights of USW or any Assignee hereunder, to any utility the right to construct, operate and maintain electric transmission, interconnect and switching facilities on the Wind Property at such locations as Grantor may reasonably approve, pursuant to a subordinate easement.

(j) Successors and Assigns. The Easement shall burden the Wind Property as the servient tenement and shall run with the Wind Property. The Easement shall inure to the benefit of and be binding upon Grantor and USW and, to the extent provided in any assignment or other transfer under paragraph (a) of this Section, any Assignee, and their respective transferees, successors and assigns, and all persons claiming under them.

(k) Extension of Term. Any Assignee, for the duration of its assigned interest hereunder, shall have the right to extend the term of the Agreement for consecutive ten (10) year periods as to such Assignee's interest, as provided in the Agreement.

(l) Estoppel Certificates. Grantor shall execute such Estoppel Certificates (certifying as to such matters as USW may reasonably request, including without limitation that no default then exists under this Agreement, if such be the case) and/or Consents to Agreement and/or Non-Disturbance Agreements as USW or any Assignee may request from time to time if required in connection with any financing.

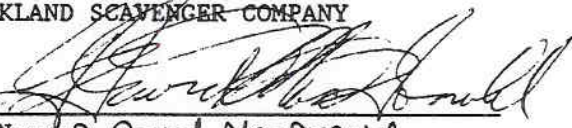
6. Access: Transmission. Grantor hereby grants to USW the right of ingress to and egress from Windpower Facilities (whether located on the Wind Property or Landfill Property, on adjacent property or elsewhere) over and across the Wind Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as USW may construct on the Wind Property or Landfill Property from time to time. Grantor further grants USW the right to construct, operate and maintain Windpower Facilities for the purpose of transmitting power generated by USW or others on other property (whether located adjacent to the Wind Property or elsewhere) across any portion of the Wind Property or Landfill Property.

7. Conflicts. In the event of any conflict between the provisions of this Short Form and the provisions of the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, Grantor and USW have executed this Short Form as of the day and year first above written.

"Grantor"

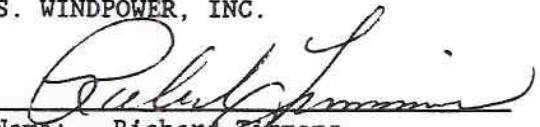
OAKLAND SCAVENGER COMPANY

By 

Name: D. David MacDonald
Title: Vice President

"USW"

U.S. WINDPOWER, INC.

By 

Name: Richard Timmons
Title: Vice President

EXHIBIT A

PARCEL 1:

Section 15, Township 2 south, range 3 East, of the Mount Diablo Base and Meridian.

Excepting therefrom:

An undivided one-half (1/2) interest in and to all minerals, oil, gas, and other hydrocarbon substances and gaseous materials located under said premises without the right of surface entry, as reserved in the deeds to Russell J. Jackson, et ux., recorded September 9, 1974, as Instrument, 74-131066, 74-131067, 74-131068, 74-131069, 74-131071, 74-131072, 74-131073 and 74-131074, Alameda County Records.

PARCEL 2:

Section 16 in Township 2 south, Range 3 East, Mt Diablo Base and Meridain containing 640 acres.

EXCEPTING THEREFROM: One-half interest in all oil, gas and minerals below a plane parallel to and 500 feet below the surface thereof, as reserved in the deeds from Robert A. Werum, et al., recorded June 21, 1974, Series No. 74-80058 and 74-80059, Alameda County Records.

PARCEL 3:

A non-exclusive easement of the uniform width of 15 feet lying 7-1/2 feet on each side of the center line thereof, for use as a roadway for vehicles of all kinds, including automobiles and motor trucks, for agricultural machinery and implements, for agricultural purposes only, including a single residence in the land of the Grantee, along and upon the existing unpaved ranch road running in a general northeasterly direction from Dyer Road, a County Road on the West, through Section 17 in Township 2 south, Range 3 East, Mount Diablo Base and Meridian, for and as an appurtenants to Section No. 16 in Township 2 south, Range number 3 East, Mount Diablo Base and Meridian, as granted to the Werum Land and Cattle Company, a partnership, by instrument recorded November 22, 1972, Series No. 72-158518, Alameda County Records.

The land referred to herein situated in the State of California, County of Alameda, Township of Murray, unincorporated, described as follows:

PARCEL 4:

Section 17 in Township 2 south, Range 3 east, Mount Diablo Base and Meridian, according to the Office plat thereof.

Excepting therefrom that portion thereof described in the Deed from Dyer Estate Company, a corporation to the State of California, dated October 29, 1962, recorded August 21, 1963, on Reel 970, Image 544, Official Records, Instrument No. AU/138902.

PARCEL 5:

a non-exclusive easement for bridge crossing purpose over the parcel of land therein described as follows: over and across Grantee's Canal at Engineer's Station 203 +72 (Siphon Crossing) and 242 + 60 of the Department of Water Resources' Survey between Township 2 south, Range 3 east, M.D. B&M., Section 8 and Old Altamont Pass Highway, as reserved in the Deed from Dyer Estate Company to the State of California, dated October 29, 1962, recorded August 21, 1963, on Reel 970, Image 544, Official Records, Instrument No. AU/138902, upon the terms and conditions therein set forth.

EXCEPT all oil, gas, petroleum, hydrocarbon substances and all other minerals below a depth of 500 feet measured vertically from the present surface of said land, together with the right of entry below said depth of 500 feet by slant or directional drilling from other lands to develop and produce oil, gas, petroleum, hydrocarbon substances and other minerals, and the right to use the structures below said depth of 500 feet for the storage and subsequent removal of gas or other substances, by without any right of surface entry.

PARCEL 6:

The north one-half (1/2) of Section 21, Township 2 south, Range 3 east, Mount Diablo Base and Meridian, according to the United States Public Survey thereof.

EXCEPTING therefrom that portion thereof which lies within the rights of way of the southern Pacific Transportation Company and the Western Pacific Railway Company.

ALSO EXCEPTING therefrom all that portion which lies southerly of the northern right of way lines of Altamont Pass Road, as said road now exists.

ALSO EXCEPTING therefrom one-half (1/2) interest in all oil, gas and minerals below the plane parallel to and five hundred feet (500.0) below the surface thereof with no right of surface entry, as reserved in the deed from George E. Nickerson, et ux, to Russell J. Jackson, et ux, recorded October 9, 1964 in Reel 1335 Image 827, recorder's Series No. AW-163572, Official Records of Alameda County.

ALSO EXCEPTING therefrom one-half (1/2) interest in all oil, gas and minerals below a plane parallel to and five hundred feet (500.0), below the surface thereof, as reserved in the deed from Russell J. Jackson and A. Marie Jackson, his wife of Title Insurance and Trust Company, a California corporation, recorded June 21, 1974 in Reel 3710 Image 637, Official Records of Alameda County.

STATE OF CALIFORNIA)
) ss:
County of Alameda)

On this 9th day of September, in the year 1988, before the undersigned, a Notary Public in and for the State of California, personally appeared D. David MacDonald, ~~known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President of OAKLAND SCAVENGER COMPANY and acknowledged to me that such corporation executed it.

Nancy L Handweg
NOTARY PUBLIC



Project: Altamont Landfill Resource
and Recovery Facility
Alameda County

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the transfer of the interest in real property described in the Conservation Easement Deed dated March 5, 2012, from Waste Management of Alameda County, Incorporated also known as Oakland Scavenger Company, a California Corporation, to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, Natural Resources Agency, Department of Fish and Game, pursuant to authority conferred by California Fish and Game Code and, in furtherance of said transfer, the grantee consents to the recordation of the foregoing deed or granting document by its duly authorized officer.

I hereby certify that all conditions for exemption have been complied with and this document is exempt from Department of General Services approval.

STATE OF CALIFORNIA
Natural Resources Agency
Department of Fish and Game

By: John P. Donnelly
John P. Donnelly
Executive Director
Wildlife Conservation Board

WILDLIFE CONSERVATION BOARD

By: Donnelly
(authorized signatory)

Date: 3/16/12

**BAY AREA AIR QUALITY
MANAGEMENT DISTRICT**

939 ELLIS STREET
SAN FRANCISCO, CALIFORNIA 94109
(415) 771-6000

A2066

**PERMIT
TO OPERATE**

Plant# 2066

Page: 1

Expires: FEB 1, 2013

This document does not permit the holder to violate any District regulation or other law.

Marcus Nettz
Waste Management of Alameda County
10840 Altamont Pass Rd
Livermore, CA 94551

ALTAMONT LANDFILL**MAR 07 2012**

Received

Location: 10840 Altamont Pass Rd
Livermore, CA 94551

S#	DESCRIPTION	[Schedule]	PAID
2	CHEM> Landfill with gas collection system, Multi-material Altamont Landfill - Waste Decomposition Process Abated by: A15 Flare A16 Flare Emissions at: P15 Stack P210 Stack	[K]	1440
6	Turbine, 3950 hp, Landfill gas Gas Turbine Abated by: A6 Unclassified Abatement Device Emissions at: P6 Stack	[B]	1076
7	Turbine, 3950 hp, Landfill gas Gas Turbine Abated by: A7 Unclassified Abatement Device Emissions at: P7 Stack	[B]	1076
12	MISC-HDLG> Material handling, Water/organics mixture Knockout Vessel, V-101	[exempt]	0
19	MISC-HDLG> Material handling, Water/organics mixture Transfer Tank with Siphon Pump	[F]	274
20	CHEM> Feed/holding tank, Water/organics mixture Treated Effluent Storage Tank Emissions at: P16 Stack	[exempt]	0

The operating parameters described above are based on information supplied by permit holder and may differ from the limits set forth in the attached conditions of the Permit to Operate. The limits of operation in the permit conditions are not to be exceeded. Exceeding these limits is considered a violation of District regulations subject to enforcement action.


**BAY AREA AIR QUALITY
MANAGEMENT DISTRICT**

939 ELLIS STREET
SAN FRANCISCO, CALIFORNIA 94109
(415) 771-6000

PERMIT TO OPERATE

Plant# 2066

Page: 2

Expires: FEB 1, 2013

This document does not permit the holder to violate any District regulation or other law.

S#	DESCRIPTION	[Schedule]	PAID
23	Reciprocating engine, 1877 hp, Deutz, 4320 cu in Internal Combustion Engine Emissions at: P23 Stack	[B]	471
24	Reciprocating engine, 1877 hp, Deutz, 4320 cu in Internal Combustion Engine Emissions at: P24 Stack	[B]	471
28	Misc CHEM, Waste water - other/not spec Condensate Storage Tank	[exempt]	0
29	MISC-HDLG> Storage, Green waste Green Waste Stockpiles	[F]	274
30	MISC> Waste material grinding, Green waste, 40 tons/hr max Portable Green Waste Grinding Operation	[exempt]	0
31	Portable Diesel engine, 860 hp, EPA# YCPXL27.0HRP, Caterpillar PERP Diesel Engine for Portable Green Waste Grinder Emissions at: P31 Stack	[exempt]	0
43	MISC> Landfill dumping, Solid waste - other/not spec Altamont Landfill - Waste and Cover Material Dumping	[K]	654
44	MISC> Landfill bulldozing, compacting, etc, 759 tons/hr max Altamont Landfill - Excavating, Bulldozing, and Compacting	[K]	654
99	Service Station G7123, 1 gasoline nozzles, Vehicle Non-Retail Gasoline Dispensing Facility G # 7123	[D]	228
130	CHEM> Feed/holding tank, Water/organics mixture Equalization Tank, storage and neutralization of waste Abated by: A130 Adsorption, Activated Carbon/Charcoal	[exempt]	0
140	CHEM> Biological oxidation, Water/organics mixture SBR 1, aerated biological reactor	[F]	274
141	CHEM> Biological oxidation, Water/organics mixture SBR 2, aerated biological reactor	[F]	274

The operating parameters described above are based on information supplied by permit holder and may differ from the limits set forth in the attached conditions of the Permit to Operate. The limits of operation in the permit conditions are not to be exceeded. Exceeding these limits is considered a violation of District regulations subject to enforcement action.


**BAY AREA AIR QUALITY
MANAGEMENT DISTRICT**

939 ELLIS STREET
SAN FRANCISCO, CALIFORNIA 94109
(415) 771-6000

PERMIT TO OPERATE

Plant# 2066

Page: 3

Expires: FEB 1, 2013

This document does not permit the holder to violate any District regulation or other law.

S#	DESCRIPTION	[Schedule]	PAID
180	CHEM> Process tank, Water/organics mixture Sludge Thickening	[exempt]	0
193	Diesel engine, 159 hp, Caterpillar, 1500 cu in Diesel Engine (for fire pump at Gas Plant)	[B]	205
199	Standby Diesel engine, 230 hp, EPA# 7PKXL06.6PJ1, Perkins Emergency Standby Diesel Genset (Flare Station) Emissions at: P1 Stack	[B]	205
200	Standby Diesel engine, 420 hp, EPA# 7CPXL08.8ESK, Caterpillar Emergency Standby Diesel Genset Set (WWTP) Emissions at: P2 Stack	[B]	205
201	Standby Diesel engine, 420 hp, EPA# 7CPXL08.8ESK, Caterpillar Emergency Standby Diesel Genset (Maintenance Shop) Emissions at: P5 Stack	[B]	186
206	Portable Diesel engine, 127 hp, EPA# 7PKXL04.4NJ1 Portable Diesel Engine for Tipper #83 Abated by: A206 Catalyzed Diesel Particulate Filter Emissions at: P206 Stack	[B]	205
208	Portable Diesel engine, 127 hp, EPA# 7PKXL04.4NJ1 Portable Diesel Engine for Tipper #70 Abated by: A208 Catalyzed Diesel Particulate Filter Emissions at: P208 Stack	[B]	205
210	FUGITIVE EMISSIONS> Combined fugitive emission sources Liquefied Natural Gas Plant Abated by: A16 Flare Emissions at: P210 Stack	[F]	274
216	MISC-HDLG> Storage, Waste water - other/not spec Waste Water Storage Tank (T-2)	[exempt]	0
217	Portable Diesel engine, 127 hp, EPA# 7PKXL04.4NJ1 Portable Diesel Engine for Tipper #71 Abated by: A207 Catalyzed Diesel Particulate Filter Emissions at: P217 Stack	[B]	205

The operating parameters described above are based on information supplied by permit holder and may differ from the limits set forth in the attached conditions of the Permit to Operate. The limits of operation in the permit conditions are not to be exceeded. Exceeding these limits is considered a violation of District regulations subject to enforcement action.


**BAY AREA AIR QUALITY
MANAGEMENT DISTRICT**

939 ELLIS STREET
SAN FRANCISCO, CALIFORNIA 94109
(415) 771-6000

PERMIT TO OPERATE

Plant# 2066

Page: 4

Expires: FEB 1, 2013

This document does not permit the holder to violate any District regulation or other law.

S#	DESCRIPTION	[Schedule]	PAID
218	Portable Diesel engine, 127 hp, EPA# 7PKXL04.4NJ1 Portable Diesel Engine for Tipper #93 Abated by: A209 Catalyzed Diesel Particulate Filter Emissions at: P218 Stack	[B]	205
219	MISC> Wastewater, industrial storage ponds Waste Water Influent Lagoon (LSI-1)	[exempt]	0
220	MISC> Wastewater, industrial storage ponds Waste Water Effluent Lagoon (LSI-2)	[exempt]	0

~~~~~  
21 Permit Sources, 10 Exempt Sources

\*\*\* See attached Permit Conditions \*\*\*

The operating parameters described above are based on information supplied by permit holder and may differ from the limits set forth in the attached conditions of the Permit to Operate. The limits of operation in the permit conditions are not to be exceeded. Exceeding these limits is considered a violation of District regulations subject to enforcement action.

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL VALLEY REGION

ORDER NO. R5-2009-0055

WASTE DISCHARGE REQUIREMENTS  
FOR  
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
ALTAMONT LANDFILL AND RESOURCE RECOVERY FACILITY  
CLASS II AND CLASS III MUNICIPAL SOLID WASTE LANDFILLS AND  
CLASS II SURFACE IMPOUNDMENTS  
CONSTRUCTION, OPERATION, AND CORRECTIVE ACTION  
ALAMEDA COUNTY

The California Regional Water Quality Control Board, Central Valley Region, (hereafter Regional Water Board) finds that:

1. Waste Management of Alameda County, Inc., (hereafter Discharger) owns and operates the Altamont Landfill and Resource Recovery Facility. The facility is regulated by these waste discharge requirements (WDRs) in conformance with California Code of Regulations (CCR) title 27 division 2 subdivision 1 (hereafter Title 27).
2. The facility is within Alameda County unincorporated Altamont Hills about eight miles east of the city limits of Livermore. The facility covers 3.4 square miles (2170± acres) immediately north of Altamont Pass Road in Sections 15, 16, 17, and 21, as shown in Attachment A, which is incorporated herein and made part of this Order by reference. The property includes the following Assessor Parcel numbers: 99B-6225-1, 99B-6250-1, 99B-6275-1-1, 99B-6275-1-2, 99B6275-1-3, 99B-6275-1-4, 99B-6062-1, 99B-6062-2, 99B-6062-3, and 99B-6062-5.
3. On 17 September 2004, the Discharger submitted an Amended Report of Waste Discharge (RWD) as part of the Joint Technical Document (JTD) for the facility. The JTD included a cross-reference index. The information in the RWD/JTD has been used in writing these waste discharge requirements (WDRs). The RWD contains the applicable information required in Title 27, chapter 4, subchapter 3, article 4.
4. These WDRs have been prepared to prescribe requirements for operation of the existing waste management units (Fill Area 1; Units 1 and 2) including an alternative final cover for the remainder of Fill Area 1, Unit 1; leachate and gas condensate management; a revised ground and surface water quality monitoring program; changes to the corrective action monitoring program; the construction of two Class II surface impoundments for leachate storage; and the construction of a Class II municipal solid waste (MSW) management unit (Fill Area 2) on the eastern side of the facility.

5. The Discharger proposes to construct a new 250-acre waste management unit (Fill Area 2, Unit 1) for discharge of MSW and designated waste to an area located east of Fill Area 1, Unit 1. The following table summarizes the past, current, and future permitted disposal areas at the facility, and their classification:

| Disposal Area                           | Lined or Unlined | Start of Operations | Permitted Waste                                                 | Unit Classification | Approximate Permitted Acreage / Capacity |
|-----------------------------------------|------------------|---------------------|-----------------------------------------------------------------|---------------------|------------------------------------------|
| Fill Area 1, Unit 1                     | Unlined          | 1980                | Non-hazardous solid waste, asbestos <sup>1</sup>                | Class III           | 122                                      |
| Fill Area 1, Unit 2                     | Lined            | 1994                | Designated and non-hazardous solid waste, asbestos <sup>1</sup> | Class II            | 113                                      |
| Fill Area 2                             | Lined            | 2009/2010           | Designated and non-hazardous solid waste, and asbestos          | Class II            | 250                                      |
| "Influent" Class II surface impoundment | Double lined     | 2009                | Designated liquid waste                                         | Class II            | 4.56 million gallons                     |
| "Effluent" Class II surface impoundment | Double lined     | 2009                | Designated liquid waste                                         | Class II            | 4.8 million gallons                      |

<sup>1</sup> Treated auto shredder waste (TASW) has been permitted at these units under a waiver from hazardous waste regulations by the Department of Toxic Substances Control (DTSC). DTSC is considering eliminating the waiver due to new data that indicate TASW should be managed as hazardous waste. This Order therefore prohibits the discharge of TASW at the Altamont Landfill if DTSC finds that it is a hazardous waste that must be managed at a Class I landfill.

6. The facility is located in a sparsely populated area. Land uses within 1,000 feet of the facility are primarily for agriculture such as dry farming and cattle grazing. The facility lies within an area zoned as "A" District and is primarily used for agricultural purposes (public utility and sanitary landfill uses are granted within this designation through the issuance of a conditional use permit). Adjacent land uses include dry-land farming, cattle grazing, and power-producing windmills. Subsidiaries of FPL Energy, Inc., lease portions of the facility property for the installation and operation of power-producing windmills. The general area of the facility is designated in the Alameda County General Plan as Agricultural/Open Space (Open Space Element)

and as Large Parcel Agriculture (East County Area Plan). The facility is in conformance with the County of Alameda Countywide Integrated Waste Management Plan (CoIWMP).

7. The facility consists of an existing unlined Class III waste management unit (Fill Area 1, Unit 1) and a lined Class II unit (Fill Area 1, Unit 2) covering approximately 235 acres. The Discharger proposes to construct a new lined Class II landfill (Fill Area 2) consisting of multiple units as shown on Attachment A. Ancillary facilities that are related to the landfill include the wastewater treatment plant; a tire shredder operation; two landfill gas electric power generation plants; a proposed landfill gas to liquid natural gas conversion facility; on-site water storage tanks; the engineering office trailer; administration offices; the groundwater interceptor barrier trench; a truck washing facility; the guard house; the fueling facility and the maintenance shop as shown on Attachment B, which is incorporated herein and made part of this Order by reference.
8. The facility is the largest landfill in the Bay Area and accepted approximately 1.9 million tons of material in 2008, which includes refuse and cover. According to the Discharger's projections, Fill Area 1 will reach its capacity (not accounting for any waste settlement) around 2010, given an average disposal rate of 6,000 tons/day (five days per week). When Fill Area 2 is completely constructed it will have a capacity of approximately 62 million cubic yards. The waste footprint for Fill Area 2 will be less than or equal to the permitted 250 acres. If the average daily discharge remains the same as Fill Area 1, the Discharger estimates it will take approximately 24 years for Fill Area 2 to reach capacity.
9. On 9 October 1991, the United States Environmental Protection Agency (USEPA) promulgated federal MSW regulations under the Resource Conservation and Recovery Act (RCRA), Subtitle D (Title 40, Code of Federal Regulations, Part 258), hereafter referred to as "Subtitle D". These regulations apply to all California Class II and Class III landfills that accept MSW.

#### **WASTE AND SITE CLASSIFICATION**

10. The Discharger discharges, and proposes to discharge, wastes classified under Title 27 as non-hazardous solid waste and inert waste to Fill Area 1, Unit 1. The Discharger also discharges, and proposes to discharge, wastes classified under Title 27 as designated waste, non-hazardous solid waste, and inert waste to Fill Area 1, Unit 2 and the entire Fill Area 2. These wastes include, but are not limited to, asbestos, commercial and industrial waste, MSW, non-hazardous ash, non-hazardous petroleum and/or metal contaminated soils, salty waste, construction and demolition waste, treated auto shredder waste (refer to Finding No. 17), solidified wastes, and dewatered sewage and wastewater treatment plant waste sludges.

11. The Discharger proposes to discharge landfill leachate, a designated liquid waste, into Class II surface impoundments. The Discharger also proposes to have the option to accept other liquid designated wastes in the Class II surface impoundments provided there is sufficient capacity. Prior to acceptance of other liquid designated wastes, this Order requires the Discharger to submit a JTD amendment that identifies and characterizes the waste, includes any additional measures necessary such as odor and/or vector control, and includes a water balance that demonstrates the impoundments have adequate capacity to accept the waste.
12. California Water Code section 13173 defines "Designated Waste" as either of the following:
  - a. Hazardous waste that has been granted a variance from hazardous waste management requirements pursuant to Health and Safety Code section 25143.
  - b. Nonhazardous waste that consists of, or contains, pollutants that, under ambient environmental conditions at a waste management unit, could be released in concentrations exceeding applicable water quality objectives or that could reasonably be expected to affect beneficial uses of the waters of the state as contained in the appropriate state water quality control plan.
13. Designated waste can be discharged only at Class I waste management units, or at Class II waste management units which comply with Title 27 and have been approved by the Regional Water Board for containment of the particular kind of waste to be discharged.
14. The Discharger operates, and proposes to operate, a solidification process that receives non-hazardous liquid and semi-solid wastes and grease trap pumpings. The facility also solidifies the sludge from the facility's Wastewater Treatment Plant. Solidification of non-hazardous liquid and semi-solid wastes and grease trap pumpings takes place in clay-lined pits located in the Class II area to prevent rapid infiltration of the discharged liquid waste. Following discharge to the designated area, on-site soils, ash, ground green and wood waste, processed construction and demolition (C&D) debris, or non-hazardous contaminated soils are used to solidify any free liquid present in the designated area such that the moisture content of the resulting mixture is not in excess of the waste holding capacity. The Discharger is also proposing to utilize MSW received from Transfer Stations in the solidification process. Approval to utilize MSW in the solidification process will be contingent on Regional Water Board staff approval based on demonstration project(s) review. Depending on the analytical information for the wastes that were solidified, the solidified material is then disposed in the appropriate Class II or Class III landfill areas or used as alternative daily cover.

15. The Discharger accepts for disposal and discharges wastes containing greater than one percent (>1%) friable asbestos to the landfill units. These wastes are classified as 'hazardous' under CCR title 22. However, these wastes do not pose a threat to groundwater quality and Section 25143.7 of California's Health and Safety Code permits their disposal in any landfill that has WDRs that specifically permit the discharge, provided that the wastes are handled and disposed of in accordance with applicable statutes and regulations.
16. The State Water Resources Control Board adopted Resolution No. 87-22 on 19 March 1987. This Resolution allows the discharge of shredder wastes to Class III landfills where WDRs allow such disposal.
17. Treated (stabilized) auto shredder waste (TASW) is any non-recyclable waste from the shredding of automobile bodies (from which batteries, mufflers, mercury switches, and exhaust pipes have been removed), household appliances, and sheet metal. The Discharger proposed to continue to discharge TASW in the top lift of Fill Area 1, Unit 1 where it will not be exposed to acidic leachate. The Discharger also proposes to continue to use TASW as alternative daily cover, beneficial reuse material, or to dispose of it in all the applicable Class II landfill areas. In the past, TASW has been discharged at the landfill under a waiver from the Department of Toxic Substances Control (DTSC), and at the Class III unit, pursuant to Resolution No. 87-22. DTSC's waiver is currently under review and may be rescinded due to new data and information indicating it should be managed as a hazardous waste due to increasingly high concentrations of toxic metals, and concerns about the long-term effectiveness of the stabilization treatment process. If DTSC makes the determination that TASW is a special hazardous waste and requires management at a Class I facility, this Order prohibits the discharge of auto shredder waste (treated or untreated) at the Altamont Landfill.
18. The Discharger proposes to discharge treated wood waste at the landfill. CCR title 22 defines "Treated wood" to mean wood that has been treated with a chemical preservative for purposes of protecting the wood against attacks from insects, microorganisms, fungi, and other environmental conditions that can lead to decay of the wood and the chemical preservative is registered pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sec. 136 and following). This may include but is not limited to waste wood that has been treated with chromated copper arsenate (CCA), pentachlorophenol, creosote, acid copper chromate (ACC), ammoniacal copper arsenate (ACA), ammoniacal copper zinc arsenate (ACZA), or chromated zinc chloride (CZC).
19. Findings and specifications in these WDRs apply only to treated wood waste that is a hazardous waste, solely due to the presence of a preservative in the wood, and is not subject to regulation as a hazardous waste under the federal act. Treated wood that is not a hazardous waste can be handled as C&D debris or MSW, as

appropriate, and the limitations and prohibitions for its handling as specified in these WDRs do not apply.

20. Title 22 section 67386.11 allows treated wood waste to be disposed in a composite-lined portion of a MSW landfill that is regulated by WDRs issued pursuant to the California Water Code provided that the landfill:
  - a. Comply with the prohibitions in Title 22 section 67386.3, which are:
    - i. Treated wood waste shall not be burned, scavenged, commingled with other waste prior to disposal, stored in contact with the ground, recycled without treatment (except as in iii, below), treated except in compliance with Section 67386.10, or disposed to land except in compliance with Section 67386.11.
    - ii. Any label or mark that identifies the wood and treated wood waste shall not be removed, defaced, or destroyed.
    - iii. Treated wood waste may be recycled only by reuse when all of the following apply:
      - (1) Reuse is onsite.
      - (2) Reuse is consistent with FIFRA approved use of the preservative.
      - (3) Prior to reuse, treated wood waste is handled in compliance with Title 22 division 4.5 chapter 34.
  - b. Ensure treated wood waste is managed at the landfill according to Title 22 division 4.5 chapter 34 prior to disposal.
  - c. Monitor the landfill for a release and if a verified release is detected from the unit where treated wood is disposed, the disposal of treated wood will be terminated at the unit with the verified release until corrective action ceases the release. .
  - d. Handle treated wood waste in a manner consistent with the applicable sections of the California Occupational Safety and Health Act of 1973.
21. The facility operates a wastewater treatment plant (WWTP) on the southeast side of Fill Area 1. Wastewater streams that are processed include leachate from Fill Area 1 and future Fill Area 2, landfill gas condensate, wash water from equipment maintenance, and other designated water collection sumps. The WWTP is designed to treat 75,000 gallons/day and can treat up to 201,600 gallons per day during a peak flow event. The treated water is used for dust control in the lined Class II landfill areas as allowed under Title 27 section 20340(g) when units have

a leachate collection and removal system (LCRS) and contain waste of a similar classification to units from which the leachate was extracted. The Discharger has no NPDES permit for surface water discharge from the plant. The Discharger has proposed to construct two Class II surface impoundments to accommodate the extra volume of leachate generated by Fill Area 2, and has also proposed to return treated leachate and landfill gas condensate to Class II lined landfill units as discussed in Finding 104.

22. Contained within Fill Area 1, Unit 1 is a closed hazardous and designated waste disposal area. This clay lined and capped unit, also known as the Red Star Area, contains mainly laundry wastewater treatment sludge, sandblasting residue, and small amounts of other designated wastes. This area was closed in 1987 by capping with a compacted clay layer and subsequent covering with MSW and finally overlain by the Unit 2 base liner. The area received a variance from DTSC regarding the final closure on 1 June 1998 and noted in the California Regulatory Notice Register 98, Volume No. 25-Z.
23. The Discharger proposes to discharge landfill leachate into two Class II surface impoundments and use it for dust control in lined Class II landfill areas or return it to the lined unit in accordance with CCR Title 27.
24. The exclusion of Hazardous and designated wastes from the facility is accomplished through load checking and waste screening, as described in the Hazardous Waste Exclusion Program included in the Joint Technical Document. Hazardous wastes that are identified and require removal are temporarily stored at the hazardous waste storage area adjacent to the administration office. Shipment of hazardous site offsite is done under EPA ID No. CAD981382732.

## **SITE DESCRIPTION**

### **Geologic Structures**

25. The facility was constructed on top of geological structures that formed as the result of compression and extensional forces applied over geologic time to the underlying stratum. After deposition of sediments and then consolidation, the area experienced an episode of compression, which produced the Altamont Anticline. Also associated with the compressional-folding are secondary fractures, identified on the facilities boring logs. The orientation of the dipping sedimentary beds is 10 to 30 degrees to the east-northeast. The geomorphic features indicate that the Altamont Anticline is a broad structure that trends north-northwest with an axis that skirts the far-western margin of the facility. In addition, RUST (1998) also reported the presence of the Altamont Thrust Fault that underlies the waste management facility, which may have formed during the same compressional episode as the folding. The orientation of the Altamont Thrust Fault is not known. The stratigraphy under the landfill again experienced

deformation as the region experienced extension. As a result, en echelon to the Altamont Anticline is a series of high angle normal faults that dip to the east.

26. There are no known Holocene faults within 200 feet of the facility property (facility boundary). Potential active faults in the Area include the Midway fault (approximately 1.6 miles from the site), the Greenville fault (approximately 3.1 miles from the site), and the Corral Hollow-Carnegie fault (approximately 3.1 from the site) (RUST, 1994a). Major potentially active faults near the Altamont Hills region include the Calaveras, the San Andreas, and the Hayward faults. Based on a review of 13 potentially active faults, the design MCE for the site was established as either a moment magnitude ( $M_w$ ) 6.7 event on the Great Valley blind thrust Segment 6, termed the near-field design event, or a  $M_w$  7.9 event on the San Andreas Fault, termed the far-field design event. The expected median near-field bedrock MCE PHGA equals 0.72 g and the expected median far-field bedrock MCE PHGA equals 0.10 g. The expected median free-field bedrock MCE significant duration ( $D_s$ ) equals 10.8 seconds for the near-field MCE and 38.6 seconds for the far-field MCE. The Greenville Fault MCE was eliminated from consideration based on judgment, as the calculated PHGA for this event was significantly smaller (0.57 g for  $M_w$  6.9) than that of the Great Valley blind thrust Segment 6.
27. During previous investigations at the site, several bedrock faults were identified within the facility boundaries. These include the East Perimeter fault, the Dibblee fault, the Lookout Hill fault, the F4 fault, the West fault, East fault, Huey fault, and WCC fault (RUST, 1994a). William Lettis and Associates, Inc. (WLA) conducted a comprehensive study of fault activity for the site and vicinity in 1993 (WLA, 1993). Results of that study indicate that recent (Holocene) active faults are not present at the facility site (RUST, 1994a). This finding was based on the following:
  - an absence of deformation of Holocene geomorphic surfaces;
  - the presence of late Pleistocene or Holocene deposits without fault traces in trench excavations;
  - an absence of geomorphic expression indicative of Holocene fault activity; and
  - generally short (<1.2 mile) lateral continuity of fault traces based on air-photo interpretation.
28. Excavations conducted by WLA (LFR Levine-Fricke, 2002) near the southern boundary of Fill Area 1 showed an absence of distinct fault zones across the projections of faults identified during geologic field mapping, and the presence of broad zones of greater fracturing and shearing along the projections of these fault zones. Overall, however, the investigations indicate that shallow bedrock in the area directly south of the facility southern boundary is pervasively fractured throughout, with a few broad areas of comparatively more intense fracturing. Data collected throughout the excavations demonstrate that the entire shallow

bedrock package is fractured and sheared, consistent with previous interpretation regarding pervasive weathering of the upper portions of the Panoche formation at the site.

29. Individual faults are characterized by minor offset bedding, drag folding, and gouge zones averaging 0.5 to 1 inch, and up to 6 inches wide. Excavations near the landfill margin show that the siltstones and claystones tend to preserve faulting with distributed deformation across broad zones that have fracture orientations similar to the mapped faults north and south of the excavations. The absence of distinct, well-defined fault zones makes it likely that groundwater flows through the highly fractured rock mass in a manner more similar to that of porous media rather than via fracture flow.
30. A distinct color change, from a tan hue to a pronounced bluish-gray hue in the sediments, occurs across the entire site at different elevations.
31. The high point elevation at the facility is a hill on the facilities north side measured at 1257 feet above msl, while the lowest elevation of 540 feet above msl is at the southern boundary of the waste management facility.
32. The landfill property is situated in an area that is susceptible to mass movement on natural slopes. Landslide deposits occur in and around Fill Area 1. They are typically associated with dip slopes in the Panoche mudstone, and faulted and fractured areas. During the excavation of Unit 2 in Fill Area 1, six landslides occurred on the south-facing slope. The landslides may have been associated with unearthing and reactivating existing landslide deposits or with the fine sediments overlying deep fractured bedrock due to tectonics or weathering. Each of the six landslides was preceded by construction that increased the slope angle and then followed by periods of prolonged intense rainfall.
33. There are several historical landslides within the footprint of the Fill Area 2 expansion. However, prior to installing the liner the Discharger will remove these known landslides to achieve uniform soil properties. If new landslides are unearthed during construction, they will be mapped and then removed.
34. Based on previous work conducted at the site, the F4, Lookout Hill, and Dibblee faults are correlated from north to south across the facility. The westernmost fault zone mapped in Fill Area 1 is the F4 fault on the basis of strike, dip, and location along the facility Entrance Road. East of the F4 fault, geologic field mapping and analysis from four excavations identified two possible faults exposed in railroad cuts that merge to the north and is likely the Lookout Hill fault. In railroad cuts south of facility, the Lookout Hill fault zone strikes N10-18 degrees W, and dips east. Railroad cuts south of Altamont Pass Road provide exposures of the Dibblee Fault. This N10 degrees W-striking, 60-foot wide fault zone contains many nearly vertical shears and fractures. See Attachment C, which is incorporated herein and made part of this Order by reference.

35. The Lookout Hill and Dibblee fault zones appear to cross the facility and project through the railroad cuts south of facility. Many small fractures and joints are present between the two fault zones, indicating pervasive deformation of the bedrock between primary zones of displacement. As indicated above, however, the data collected indicate that the entire shallow bedrock package is fractured and sheared, consistent with previous interpretation regarding pervasive weathering of the upper portions of the Panoche formation at the site (see Attachment C).
36. The West fault has been mapped through Fill Area 2. The fault is mapped through the axis of the main canyon of Fill Area 2 and extends across a small saddle on the southern border of Fill Area 2. The West fault is steeply dipping, without a large mappable offset across the fault. The Huey fault daylights northeast of Fill Area 2 and has similar characteristics to the West fault (see Attachment C).

## HYDROLOGY

### Surface Water Conditions

37. The *Water Quality Control Plan for the Sacramento River Basin and the San Joaquin River Basin, Fourth Edition* (hereafter Basin Plan), designates beneficial uses, establishes water quality objectives, and contains implementation plans and policies for all waters of the Basin.
38. The facility is near the crest of the Altamont Hills. The regional topography is characterized by moderately to steeply rolling hills and narrow valleys that have a northwest trend. Surface water flows from the ridges down through the valleys and discharges into local drainages. These natural drainages, which are often dry, ultimately drain toward the Sacramento-San Joaquin Delta to the east or the San Francisco Bay toward the west, when surface water flow is sufficient. The drainage divide between the Central Valley Region and San Francisco Bay Region traverses the facility property. Runoff originating on the east side of the facility property drains eastward in un-named channels and ditches to Mountain House Creek, which flows to Old River in the Sacramento-San Joaquin Delta. Runoff originating on the west side of the divide flows west-southwest to channels along Dyer Road that drain into Altamont Creek, which may flow into San Francisco Bay through Arroyo Las Positas, Arroyo Mocho, Arroyo de la Laguna, and Alameda Creek near Union City.
39. For the drainages on the east side of the surface water divide, which drain into Sacramento-San Joaquin Delta, designated beneficial uses of surface waters, as designated in the Basin Plan, are: municipal and domestic supply; agricultural supply; industrial service supply; industrial process supply; water contact and non-contact water recreation; warm freshwater habitat; cold fresh water habitat; migration of aquatic organisms; spawning, reproduction, and/or early

development; wildlife habitat; and navigation. For the drainages on the west side of the surface water divide, as designated in the *Water Quality Control Plan for the San Francisco Bay Basin*, the Arroyo de la Laguna has potential beneficial uses for warm freshwater habitat and cold freshwater habitat, and existing beneficial uses for groundwater recharge, fish migration, water contact recreation, non-contact water recreation, fish spawning, and wildlife habitat.

40. The facility receives an average of about 13 inches of precipitation per year. For the 30-year period from 1971 to 2000, NOAA (2001) reports a normal annual precipitation of 14.8 inches at the Livermore Weather Station and 12.51 inches at Tracy Pumping Weather Station. Annual precipitation recorded at the facility weather station in 1997 was 10.85 inches (Simon, 1998). In 2004, 12.37 inches of precipitation was measured at the EPA ACAP study area on the south side of Fill Area 1, Unit 1. Precipitation at the project site within this range is typical of the Central Valley region. Rainfall is seasonal, with approximately 90 percent of the rainfall occurring between November and April. Snowfall is unusual at the site. Strong westerly winds from the Pacific coast are characteristic of the Altamont Pass area. Evaporation data collected for the site between 1991 and 1997 indicate a mean inferred evaporation of 65.86 inches per year (Simon, 1998). For that time period (1991-1997), the highest mean monthly-inferred evaporation was calculated as 10.85 inches for July and the lowest mean monthly-inferred evaporation was calculated as 1.13 inches for December (Simon, 1998).
41. The 100-year, 24-hour precipitation event is estimated to be 3.75 inches and the 1,000-year, 24-hour precipitation event is estimated to be 4.9 inches, based on Department of Water Resources' bulletin entitled *Rainfall Depth-Duration-Frequency for California*, revised November 1982, updated August 1986.
42. As indicated by the Flood Hazard Map the facility is not within a 100-year floodplain as identified by the Federal Emergency Management Agency (FEMA).
43. During the development of Fill Area 2, the Discharger will regrade and modify wetlands near the base of the waste management unit. Consequently, a complete 401 Water Quality Certification or Wavier, which ensures that the project will comply State regulations, will be necessary prior to receiving the U.S. Army Corps of Engineers Section 404 permit. Both permits are necessary prior to initiating work in the wetlands area. Also, an application for a streambed alteration permit was submitted to the California Department of Fish and Game.

### **Groundwater Conditions**

44. Groundwater is encountered at the site at depths ranging from approximately 140 feet bgs on hilltops to the ground surface in the valley bottoms where Fill Area 2 will be constructed. Groundwater occurs primarily in the upper weathered portions of the Panoche Formation bedrock and in the valley alluvium. Shallow groundwater at the site generally occurs as unconfined water table conditions.

Deeper groundwater within the Panoche Formation Bedrock may occur under confined conditions. In general, the groundwater level fluctuates approximately 2 to 6 feet seasonally.

45. The lithology beneath the facility property generally consists of mantled Quaternary deposits unconformably overlying the Cretaceous Panoche Formation. The Quaternary deposits generally consist of colluvium on the hills and hillsides and alluvium in the valleys. These deposits are generally moderately to highly plastic clays with minor amounts of fine-grained sand and bedrock fragments with residual soil up to 25 feet thick. The Panoche Formation consists of inner bedded claystone, siltstone, and massive indurated sandstone, which are representative marine turbidite sequence. The formation generally strikes northwest and dips east-northeast at 10 to 30 degrees on the east limb of the Altamont Anticline. The depth of weathering in the Panoche Formation is variable and ranges from about 10 to 100 feet below ground surface.
46. Investigations conducted at the site indicate that shallow groundwater flow is influenced by surface topography. The conceptual model for shallow groundwater flow is a topography-driven recharge/discharge flow system, whereby groundwater is recharged predominantly on the hillsides and discharges to the local topographic low. The water table in the conceptual model coincides with the surface topography, and groundwater flows from the highlands (recharge areas) toward the valleys (discharge areas). Vertical hydraulic gradients show a very consistent pattern, with downward gradients measured along the ridges (recharge areas) and upward gradients in the valleys (discharge areas). The magnitudes of vertical hydraulic gradients are generally in the range of 0.1 to 0.6 ft/ft. As reported in the latest Semi-Annual Groundwater Monitoring Report, the horizontal groundwater flow velocity in the alluvium and weathered bedrock is estimated to be approximately 1 foot/day.
47. Hydraulic conductivity of the native soils and bedrock beneath the site is highly variable, but generally decreases with depth. The highest hydraulic conductivity values (up to  $6.3 \times 10^{-3}$  centimeters per second [cm/sec]) have been observed in the shallowest depth intervals. The more transmissive zones are associated with unconsolidated alluvium and the upper, more pervasively weathered portions of the underlying bedrock. Significantly lower hydraulic conductivity values (as low as  $3.5 \times 10^{-9}$  cm/sec) have been measured at depths greater than 100 feet bgs. The hydraulic testing conducted during the 2002 hydrogeologic investigation (LFR, 2002) concluded from three pumping and recovery tests that no measurable hydraulic communication exists between shallow and deeper groundwater zones. The contribution of local groundwater flow to Livermore-Amador Valley's main groundwater basin is considered negligible due to the very low permeability of the geologic materials (Alameda County Water District Zone 7, 2001). Rather, local groundwater flow that does occur discharges as surface water into valley bottoms (Alameda County Water District Zone 7, 2001).

48. Findings from the site characterization investigation indicate groundwater geochemical conditions range from very low TDS to brackish conditions (RUST, 1994a). More recent studies indicate the TDS content of groundwater generally increases with depth (LFR, 2001). Deeper groundwater TDS concentrations are greater than 1,000 mg/L (LFR, 2001). Groundwater geochemistry is primarily sodium bicarbonate to sodium chloride dominated.
49. Monitoring data for 2007 indicate groundwater quality has an electrical conductivity (EC) ranging between 900 and 4,900 micromhos/cm in the groundwater interceptor barrier (GWIB) and monitoring well MW5A, respectively. During the same time, total dissolved solids (TDS) in groundwater ranged between 520 and 2,800 mg/L in the GWIB and MW5A, respectively.
50. Groundwater tritium analysis was done as a means of characterizing the age of the groundwater and residence time of groundwater flow beneath the site. Generally, the natural tritium content decreased with depth (LFR, 2001), indicating the water is older with depth. To further refine the estimated age of groundwater beneath the site, RUST (1994a) conducted groundwater age dating using the C14 age dating method. Results of C14 age dating have indicated that deeper groundwater beneath the site can be as old as 30,400 years.
51. The designated beneficial uses of the groundwater, as specified in the Basin Plan, are municipal and domestic supply, agricultural supply, and industrial supply.

#### **GROUNDWATER AND UNSATURATED ZONE MONITORING**

52. Review of Alameda County Flood Control and Water Conservation District records in June 2003, indicates that there are 14 municipal, domestic, industrial, or agricultural groundwater supply wells within one mile of the site. The wells include 2S/3E 16E 1, 2S/3E 18C 2, 2S/3E 18J 1, 2S/3E 18J 2, 2S/3E 18J 5, 2S/3E 18J 6, 2S/3E 18J 7, 2S/3E 18 J 8, 2S/3E 21C 2, 2S/3E 19H 1, 2S/3E 21C 11, 2S/3E 21E 1, 2S/3E 21K 1, and 2S/3E 29C 1.
53. The Discharger submitted a Detection Monitoring Program (DMP) for the site on 22 July 2005. The groundwater-monitoring program for facility was designed to provide environmental protection during and after landfill development. The key elements of the DMP include: (1) selection of an effective detection monitoring well network; (2) selection of appropriate monitoring parameters; (3) use of effective statistical methods to identify potential releases from the facility; and (4) appropriate sampling frequency. The groundwater-monitoring program is based on the distinct hydrogeologic and geochemical characteristics of the area and the potential influence of the landfill on the hydrogeologic system. The groundwater-monitoring network consists of a series of monitoring wells in areas considered most likely to identify the earliest possible detection of a potential release from the landfill. However, the groundwater monitoring system proposed

for Fill Area 2 needs additional wells at the Point of Compliance as the waste management unit is expanded throughout its lifespan.

54. Lateral groundwater flow beneath the facility follows the original topography. Fracturing in the upper weathered zone controls vertical groundwater flow. The main emphasis of the detection monitoring program is to monitor groundwater in the canyons immediately downgradient of landfill units. The groundwater monitoring points are described in the attached Monitoring and Reporting Program.
55. Volatile organic compounds (VOCs) are often detected in a release from a landfill, and are the primary waste constituents detected in groundwater beneath a MSW landfill. Since VOCs are not naturally occurring and thus have no background value, they are not amenable to the statistical analysis procedures contained in Title 27 for the evaluation of a release of wastes from a Unit.
56. Title 27 sections 20415(e)(8) and (9) provide for the non-statistical evaluation of monitoring data that will provide the best assurance of the earliest possible detection of a release from a Unit in accordance with Title 27 section 20415(b)(1)(B)2.-4. However, Title 27 does not specify a specific method for non-statistical evaluation of monitoring data.
57. The Regional Water Board may specify a non-statistical data analysis method pursuant to Title 27 section 20080(a)(1). California Water Code section 13360(a)(1) allows the Regional Water Board to specify requirements to protect underground or surface waters from leakage from a solid waste site, which includes a method to provide the best assurance of determining the earliest possible detection of a release.
58. In order to provide the best assurance of the earliest possible detection of a release of non-naturally occurring waste constituents from a Unit, this Order specifies a non-statistical method for the evaluation of monitoring data.
59. The specified non-statistical method for evaluation of monitoring data provides two criteria (or triggers) for making the determination that there has been a release of non-naturally occurring waste constituents from a Unit. The presence of two non-naturally occurring waste constituents above their respective method detection limit (MDL), or one non-naturally occurring waste constituent detected above its practical quantitation limit (PQL), indicates that a potential release of waste from a Unit has occurred. Following an indication of a potential release, verification testing will be conducted to determine whether there has been a release from the Unit, or there is a source of the detected constituents other than the landfill, or the detection was a false detection. Although the detection of one non-naturally occurring waste constituent above its MDL is sufficient to provide for the earliest possible detection of a release, the detection of two non-naturally occurring waste constituents above the MDL as a trigger is appropriate due to the

higher risk of false-positive analytical results and the corresponding increase in sampling and analytical expenses from the use of one non-naturally occurring waste constituent above its MDL as a trigger.

60. The Discharger's conceptual groundwater model for Fill Area 1 suggests that the majority of the groundwater flow follows the topography as it passes the facility boundary. The downgradient edge of Fill Area 1 has historically been impacted by VOCs. The Discharger implemented a groundwater cleanup by installing an interceptor barrier.
61. Groundwater-monitoring wells for Fill Area 1 are listed in Monitoring and Reporting Program No. R5-2009-0055. Locations of monitoring wells are shown on Attachment C.
62. The unsaturated zone beneath Fill Area 1 is monitored by pan lysimeters designated VZM-A and VD (Unit 1), and VD2 (Unit 2). The Discharger proposes to monitor the unsaturated zone beneath Fill Area 2 with a pan lysimeter.
63. The Groundwater monitoring system for Fill Area 2 is listed in Monitoring and Reporting Program No. R5-2009-0055. Locations of monitoring wells are shown on Attachment C.
64. To monitor groundwater conditions on the northern boundary of Fill Area 2, an additional well must be installed in the weathered zone in the saddle area at the intersection of the West Fault and the northern extent of Fill Area 2. This Order requires a work plan for installation of a monitoring well at this location.
65. Title 27 requires that a detection monitoring well is installed at the downgradient edge of the Unit. Fill Area 2 will be filled in stages. As a result, the footprint of the waste management unit will expand over time. The Discharger must develop and implement a plan that will ensure there will be a groundwater monitoring well at the downgradient edge of the waste throughout the life of the facility.
66. The Discharger must propose a monitoring program for the two Class II surface impoundments which complies with Title 27. This Order requires installation of monitoring well(s) or other approved monitoring device for the two Class II surface impoundments.

#### **LEACHATE MONITORING**

67. Leachate produced within Fill Area 1 is monitored at locations designated as LS, LS2, and Wastewater Treatment Plant Effluent.
68. During 2007, Fill Area 1, Unit 1 and Valley Drain produced an average of 3,062 gallons of leachate per day. Fill Area 1, Unit 2 produced an average of 5,053 gallons of leachate per day for the same period.

69. The Discharger will monitor leachate produced in Fill Area 2 from the sump. The volume of leachate will vary with the amount of area exposed.

### **LANDFILL GAS**

70. The facility has installed vertical and horizontal landfill gas collection wells and piping into the waste of Fill Area 1, Unit 2. The collection system utilizes high-density polyethylene (HDPE) collection pipe and Schedule 80 PVC or steel riser pipe for wells. As the landfill expands, new wells and collection piping is brought online. Landfill gas collected from the system is collected and drawn to the landfill gas-to-energy facility, which consumes an average of 3.6 million cubic feet of landfill gases per day.
71. Landfill gas condensate generated within Fill Area 1 is collected and gravity flows through the lateral and header pipes to a storage tank located at the former landfill gas flare station. The condensate unable to gravity flow to the gas-to-energy plant is collected in sumps, which are pumped regularly to a point where they will gravity flow to the storage tank. The condensate is then removed from the storage tank for destruction in the landfill flare(s) or returned to a lined unit in accordance with CCR title 27. Alternatively, the Discharger may separate the aqueous phase from the landfill gas condensate for processing in the WWTP.
72. There are 15 landfill gas monitoring wells for Fill Area 1. A landfill gas monitoring program for Fill Area 2 must be developed and installed prior to placement of waste within the waste management unit.

### **GROUNDWATER DEGRADATION AND CORRECTIVE ACTION**

73. Low concentrations of VOCs were detected in groundwater below the Fill Area 1, Unit 1 landfill toe in 1982. Monitoring wells E-05 and E-07 were installed near the toe in 1985 to assist in the monitoring. A GWIB was installed in 1987 to contain and extract groundwater in the toe area. The toe area of the landfill was closed with a prescriptive cover liner system, and landfill gas collection and control were implemented as corrective actions. The VOCs reported during the initial operation of the GWIB have not been detected above reporting limits since 1992 (SCS Engineers, July, 2003). A detailed evaluation and pilot study program was conducted in 2003 and 2004 to assess the effectiveness of the GWIB. The results of the study indicated that extraction from the GWIB had no consequential effect on groundwater quality at the site, and groundwater extraction from the GWIB, therefore, was terminated in 2004. Based on review of the data, a Revised Engineering Feasibility Study was submitted in 2005, which included continued landfill gas extraction coupled with monitored natural attenuation as the appropriate remedial action. Groundwater monitoring continues in this area. These WDRs adopt the new corrective action measures for this area as described in the 2005 Revised Engineering Feasibility Study. Monitoring wells E-05 and E-07 are Point of Compliance wells in this area.

74. Low concentrations of VOCs were detected on the east side of Fill Area 1, Unit 1 at monitoring well E-20B in 1999. Monitoring data collected from the E-20B area over the past several years have shown a continuing decrease in the concentrations of VOCs. The lateral and vertical extent of groundwater impacts has been defined. The source of the low concentrations of VOCs detected in E-20B has been attributed to landfill gas. Landfill gas collection and extraction systems were installed as corrective actions to mitigate the impact. These efforts, in addition to natural attenuation processes, have resulted in improved groundwater quality at E-20B. Based on review of the data, a Revised Engineering Feasibility Study was submitted in 2005, which included continued landfill gas and condensate extraction coupled with monitored natural attenuation as the appropriate remedial action. These WDRs adopt the corrective action measures for this area as described in the 2005 Revised Engineering Feasibility Study. To facilitate the groundwater cleanup strategy outlined in Title 27, monitoring well E-20B is now identified as a corrective action well.
75. The following VOCs have been detected routinely in groundwater: dichlorofluoromethane, trichlorofluoromethane, dichlorodifluoromethane, diethyl ether, tetrahydrofuran, and vinyl chloride.

#### **LINER PERFORMANCE DEMONSTRATION**

76. On 15 September 2000, the Regional Water Board adopted Resolution No. 5-00-213 Request for the State Water Resources Control Board to review the adequacy of the prescriptive design requirements for landfill waste containment systems to meet the performance standards of Title 27. The State Water Resources Control Board responded, in part, that "a single composite liner system continues to be an adequate minimum standard" but added that the Regional Water Board "should require a more stringent design in a case where it determines that the minimum design will not provide adequate protection to a given body of groundwater."
77. In a letter dated 17 April 2001, the Executive Officer notified Owners and Operators of Solid Waste Landfills that "the Regional Water Board will require a demonstration that any proposed landfill liner system to be constructed after 1 January 2002 will comply with Title 27 performance standards. A thorough evaluation of site-specific factors and cost/benefit analysis of single, double, and triple composite liners will likely be necessary."
78. The Discharger submitted a liner performance appraisal for construction of the liner system at the facility Class II waste management units (Golder Associates, Inc. October 2001; and GeoSyntec Consultants, Inc., July 2004). The liner performance appraisals comply with the requirements in Title 27.

#### **CONSTRUCTION AND ENGINEERED ALTERNATIVE**

79. On 17 June 1993, and as amended on 21 July 2005, the State Water Resources Control Board adopted Resolution No. 93-62 implementing a policy for the construction, monitoring, and operation of MSW landfills that is consistent with the federal MSW regulations promulgated under Title 40, Code of Federal Regulations, Part 258 (Subtitle D).
80. Resolution No. 93-62 requires the construction of a specified composite liner system at new MSW landfills, or expansion areas of existing MSW landfills, that receive wastes after 9 October 1993.
81. Resolution No. 93-62 also allows the Regional Water Board to consider the approval of engineered alternatives to the prescriptive standard. Section III.A.b. of Resolution No. 93-62 requires that the engineered alternative liner systems be of a composite design and that its components, in combination, equal or exceed the waste containment capability of the prescriptive design .
82. Title 27 section 20080(b) allows the Regional Water Board to consider the approval of an engineered alternative to the prescriptive standard. In order to approve an engineered alternative in accordance with Title 27 sections 20080(c)(1) and (2), the Discharger must demonstrate that the prescriptive design is unreasonably and unnecessarily burdensome and will cost substantially more than an alternative which will meet the criteria contained in Title 27 section 20080(b), or would be impractical and would not promote attainment of applicable performance standards. The Discharger must also demonstrate that the proposed engineered alternative liner systems are consistent with the performance goal addressed by the particular prescriptive standard, and provides protection against water quality impairment equivalent to the prescriptive standard in accordance with Title 27 section 20080(b)(2).
83. California Water Code section 13360(a)(1) allows the Regional Water Board to specify the design, type of construction, and/or particular manner in which compliance must be met in WDRs or orders for the discharge of waste at solid waste disposal facilities.
84. The Discharger proposes liner systems for Fill Area 2 and the Class II surface impoundments which will be designed, constructed, and operated to prevent migration of wastes from the Unit to adjacent natural geologic materials, groundwater, or surface water during disposal operations, closure, and the post-closure maintenance period in accordance with the criteria set forth in Title 27 for a Class II waste management units.

### **Groundwater Separation**

85. The Discharger submitted a Report of Waste Discharge requesting approval of an engineered alternative to five feet of groundwater separation for Fill Area 2 similar to that constructed in Fill Area 1, Unit 2. This Order conditionally approves the

proposed three feet of separation for Fill Area 2 and requires that the Discharger monitor the water in the groundwater underdrain for impacts. If impacts are found and confirmed, the Discharger must provide five feet of separation in all future units in Fill Area 2 constructed after the impacts are found (Discharge Specification B.2), and also investigate and remediate the impacts as required in section E. Detection Monitoring Specifications of these WDRs.

### **Engineered Alternative Liner System for Fill Area 2**

86. The Discharger's proposed engineered alternative bottom liner system in Fill Area 2 consists of, from top to bottom:
  - a. A one-foot thick gravel LCRS;
  - b. A 60-mil thick HDPE geomembrane;
  - c. A two-foot compacted low-permeability soil layer;
  - d. A one-foot compacted general earth fill layer;
  - e. A geotextile separator;
  - f. A one-foot thick groundwater subdrain gravel layer; and
  - g. Prepared subgrade.
87. Side slope liners are proposed to be constructed of, from top to bottom:
  - a. A geocomposite drainage layer LCRS;
  - b. A 60-mil HDPE geomembrane;
  - c. A two-foot compacted low-permeability soil layer or a Geosynthetic Clay Layer (GCL);
  - d. A one-foot compacted general earth fill layer in the portion of the wetted footprint of the landfill;
  - e. A double-sided subdrain drainage geocomposite; and
  - f. Prepared subgrade.
88. The Discharger has adequately demonstrated that construction of a Subtitle D prescriptive standard liner would be unreasonable and unnecessarily burdensome when compared to the proposed engineered alternative design. The Discharger has demonstrated that the proposed engineered alternative is consistent with the performance goals of the prescriptive standard and affords at least equivalent protection against water quality impairment.
89. The LCRS for the bottom liner consists of a one-foot permeable gravel layer overlying a geotextile fabric and the HDPE geomembrane; intermediate perforated collection pipe network; a depressed sump area; and a side-slope riser with leachate pump. The leachate collection and removal system for the side-slope liner consists of a double-sided geocomposite. The design leachate generation rate is 580 gallons per minute. The design extraction rate is 1,160 gallons per minute.

90. Construction will proceed only after all applicable construction quality assurance plans have been approved by the Executive Officer.

### **Class II Surface Impoundments Liner System**

91. The Class II surface impoundments will have a lined area of approximately one acre in size and a maximum water storage depth of about 3 meters (10 feet) excluding the two-foot minimum freeboard requirement. The Discharger proposes an engineered alternative to the prescriptive liner requirements of Title 27 for the Class II surface impoundments. The engineered alternative consists of from the top down:
- a. 1.5 foot operations soil layer;
  - b. 40-mil sacrificial HDPE geomembrane;
  - c. the primary 60-mil-thick HDPE geomembrane;
  - d. HDPE Geonet;
  - e. LCRS gravel;
  - f. The secondary 40-mil HDPE geomembrane;
  - g. A GCL;
  - h. The pan lysimeter single sided geocomposite;
  - i. Pan lysimeter gravel;
  - j. A tertiary 40-mil HDPE geomembrane;
  - k. 4-inch select soil liner bedding; and
  - l. A compacted subgrade.

The Discharger proposed the soil operations layer and sacrificial geomembrane layer to protect the primary liner when the impoundments are cleaned out.

92. The Class II surface impoundments will be graded with positive slopes such that the geocomposite LCRS layer will drain to a LCRS collection sump. The LCRS sump will have minimum plan dimensions of 3 meters (10 feet) square, a thickness of 0.3 meters (one-foot), and a volume of about 2.83 meters<sup>3</sup> (~100 cubic feet). The LCRS sump will contain drainage gravel and a minimum 0.15-meter (6-inch) diameter perforated HDPE collection pipe for removal of any liquid from the leak detection system.
93. The LCRS geocomposite drainage layer will have a minimum transmissivity of  $4 \times 10^{-4}$  meters<sup>2</sup> per second ( $4 \times 10^{-3}$  feet<sup>2</sup> per second). Assuming a hypothetical damage to the primary geomembrane liner equal to a 1 millimeter diameter hole for every acre of lined area (suggested standard value for modern liner construction & CQA) and a maximum permitted hydraulic head of 0.3m (e.g., 12-inch maximum), the LCRS geocomposite will have a flow capacity of 20 meters<sup>3</sup> per acre per day (e.g., >5,000 gallons per acre per day). The minimum 0.15-meter (6-inch) diameter perforated HDPE collection pipe and LCRS sump will both have capacities of at least 21 meters<sup>3</sup> per acre per day

(~5,550 gallons per acre per day). Given a recommended Action Leakage Rate of 7.57 meters<sup>3</sup> per acre per day (2,000 gallons per acre per day) for the Class II Impoundments, the proposed LCRS geocomposite drainage layer, sump, and pump system will exceed the volume of leachate by 2.5 times. This exceeds the minimum requirement of 2.0 times as required by Title 27.

## CLOSURE

### Landfill Closure and Final Cover Design

94. The RWD/JTD submitted by the Discharger contains a final closure system for the Unlined Area, Fill Area 1, Unit I that consists of the following (from bottom-to-top): a two-foot foundation layer comprised of random soils; a one-foot low-permeability layer of compacted fine grained soils, which will yield a permeability of  $1 \times 10^{-7}$  cm/sec or less; and a one-foot vegetative layer comprised of random soils. This cover design has since been replaced (see Findings 97 through 102).
95. The RWD/JTD submitted by the Discharger contains a final closure system for Fill Area 1, Unit 2 and Fill Area 2 at the landfill. This cover system consists of the following (from bottom-to-top): a two-foot foundation layer comprised of random soils; a one-foot low-permeability layer of compacted fine grained soils, which will yield a permeability of  $1 \times 10^{-7}$  cm/sec or less; a flexible membrane liner (FML) consisting of a minimum 60-mil HDPE cover; a synthetic drainage layer (e.g., geonet) overlain by 16-ounce geotextile material; and a one-foot vegetative layer comprised of random soils. This cover design has since been replaced (see Findings 97 through 102).
96. In 1989, the Discharger closed approximately 9 acres of Fill Area 1, Unit 1 with a soil cover. In 1992, the Discharger closed approximately 17.8 acres of Fill Area 1, Unit 1 with a soil cover consisting of a one foot vegetative soil layer over a one foot compacted clay soil layer over existing interim cover.
97. The Discharger submitted a December 2008 *Alternative Final Cover Design Report* (AFC Report) for the remainder of Fill Area 1 (Units 1 and 2). The proposed alternative final cover is an evapotranspirative (ET) cover, also known as a water balance cover. This type of cover functions by storing moisture between the soil particles during the rainy season, and releasing that moisture during the growing season and dry season through plant uptake and evaporation. The AFC Report states that this type of cover has advantages over a prescriptive cover that include better ability to accommodate settling and subsidence, increased rooting depth for native vegetation, better static and seismic slope stability, reduced complexity for long-term maintenance, better ecological diversity and density, and potentially increased end-use capabilities.
98. Federal regulations allow for alternative final covers that provide an "equivalent reduction in flux" to the prescriptive standard, and State regulations under Title 27

indicate that a “similar low through-flow rate” should be achieved. State regulations also say that alternatives can be approved that “will continue to isolate the waste in the Unit from precipitation and irrigations waters at least as well as would a final cover built in accordance with applicable prescriptive standards.”

99. The AFC Report presented results from a five-year pilot study of a four-foot thick ET cover conducted under the Alternative Covers Assessment Project (ACAP), a US EPA program. The project was one of many ACAP projects conducted in California and the United States. The ACAP cover performed well until the third year of the study at which point increased percolation was measured in the underlying lysimeter. Moisture probe and lysimeter data indicated an immediate response to rainfall even at the deepest points in the cover. The Discharger concluded that preferential flow was occurring, and that it was caused by shrinkage of the soil away from the edges of the lysimeters and moisture probes. The Discharger also concluded that the cause was its placement at above-optimum moisture and with too much compaction that would cause the soil to shrink when it dried out during the summer.
100. The AFC Report also presented information from the examination of the existing final covers that were installed in 1989 and 1992. Several trenches were dug into the covers to examine the soil and rooting depths. The soil was found to be in generally good condition, with no evidence of preferential flow having developed during the almost 20 years since the covers were installed. The Discharger also conducted a borrow source investigation to verify the properties of the particular types of soil needed to complete the proposed final cover.
101. Based on the above information, the Discharger designed a proposed four-foot thick ET cover consisting of two feet of soil placed loosely at below-optimum moisture over two feet of compacted soil, a design similar to the cover placed in 1992. The cover would be vegetated using native annual and perennial species selected to maximize removal of moisture from the cover. The Discharger conducted extensive modeling of the proposed cover over a ten-year period, including the two wettest years on record (1982-83) using rainfall data from the nearby Livermore station. The cover was also modeled under conditions of five consecutive years of above average precipitation of 17.7 inches per year based on 2005 rainfall. Rainfall was measured at the ACAP test plot during the study and indicated rainfall at the site is similar to, but slightly less than that measured at the Livermore station that averages 14.8 inches per year. The modeling indicated that the proposed cover would allow percolation to a maximum depth of 23.2 inches into the cover over the ten year period under the above average precipitation conditions that included the wettest two years on record. The modeling also indicated that the proposed cover would allow percolation to a maximum depth of 20.1 inches over the five-year period of above-average rainfall. These results indicate that there would be no flux through the proposed four-foot

(48-inch) cover under either scenario, and that it would therefore meet both the State and federal regulatory requirements.

102. This Order approves the proposed alternative final cover design for closure of the remainder of Fill Area 1, Unit 1, with a contingency that it is shown to isolate the wastes from precipitation through monitoring (refer to Construction Specification D.15 and Provision 23.c of this Order). Prior to approval of an alternative final cover for Fill Area 1, Unit 2, or for Fill Area 2, this Order requires the Discharger to provide an additional study of the proposed final cover after it is installed on Fill Area 1, Unit 1. This Order requires that the Discharger provide a monitoring plan for review and approval by the Executive Officer to monitor the proposed cover. The purpose of the additional study and monitoring is to provide additional data upon which to evaluate whether the cover will perform as modeled, given that the ACAP cover did not perform as expected, prior to approval of an alternative cover for the remainder of the landfill. Once the study is completed, the Discharger may submit a proposal for an alternative final cover for Fill Area 1, Unit 2, and if desired, for Fill Area 2 with any necessary adjustments to the proposed design based on the results of the study.

### **Closure of Class II Surface Impoundments**

103. For the Class II surface impoundments Section 21400(b)(1) of CCR Title 27 states: Unless the Discharger demonstrates, and the RWQCB finds, that it is infeasible to attempt clean-closure of the impoundment, then all residual wastes, including sludges, precipitates, settled solids, and liner materials contaminated by wastes, shall be completely removed from the impoundment and discharged to an approved Unit. Remaining containment features shall be inspected for contamination and, if not contaminated, can be dismantled. Any natural geologic materials beneath or adjacent to the closed impoundment that have been contaminated shall be removed for disposal at an appropriate Unit. For surface impoundments that are successfully clean-closed, as herein described, the RWQCB shall declare the Unit no longer subject to the SWRCB-promulgated requirements of this title. If, after reasonable attempts to remove such contaminated materials, the Discharger demonstrates that removal of all remaining contamination is infeasible, the surface impoundment shall be closed as a landfill or land treatment unit, as appropriate, pursuant to 21400(b)(2) of CCR Title 27.

### **LEACHATE AND CONDENSATE MANAGEMENT**

104. As part of the amended RWD/JTD, the Discharger submitted a December 2008 *Leachate and Condensate Recirculation Plan* requesting approval for returning leachate and landfill gas condensate to units with similar classification and waste characteristics from which they originated to reduce leachate and condensate management costs. Title 27 CCR 20340(g) requires that leachate be returned to

the unit of origination (or unit of similar classification) or be discharged in a manner approved by the Regional Water Board. This section also references State Water Board Resolution No. 93-62 regarding liquids restrictions in 40CFR 258.28 for MSW landfills, which states that liquid waste may not be placed in MSW landfill units unless the waste is leachate or gas condensate derived from the landfill unit and it is designed with a composite liner and leachate collection system. Therefore, leachate and landfill gas condensate from composite lined units at the landfill may be returned to the unit from which they came or units of the same classification (Class II in this case). This Order includes requirements for returning leachate and landfill gas condensate back to the units in such a way that it is not exposed to surface water runoff, will not cause instability of the landfill, and will not seep from the edges of the units.

### **POST-EARTHQUAKE INSPECTION AND RESPONSE PLAN**

105. The Discharger will implement a Post-Earthquake Inspection and Response Plan as required by this Order. An inspection will be conducted following an earthquake of Magnitude ( $M_w$ ) 5.0 or greater within 25 miles of the facility or a Magnitude ( $M_w$ ) 6.0 or greater earthquake within 50 miles of the facility.

### **CLOSURE, POST-CLOSURE MAINTENANCE, AND FINANCIAL ASSURANCE**

106. The Preliminary Closure and Post Closure Maintenance Plan (PCPCMP) includes information required by Title 27 CCR Section 21769(b), and includes a lump sum estimate of the cost of carrying out all actions necessary to close each Unit, to prepare detailed design specifications, to develop the final closure and post-closure maintenance plan, and to carry out thirty years of post-closure maintenance. The total amount of the closure cost estimate is \$23.9 million for Fill Area 1 and Stage 1 of Fill Area 2, Unit 1, and the cost estimate for post-closure maintenance in this same area is \$36.7 million. The Regional Water Board hereby approves these cost estimates. This Order requires that the Discharger maintain financial assurance with the California Integrated Waste Management Board (CIWMB) in at least the amount of these cost estimates.
107. The Discharger has also submitted a cost estimate for corrective action of all known or reasonably foreseeable releases as required by Title 27 Section 22221. The amount of the approved cost estimate is \$793,877 for Fill Area 1. This Order requires that the Discharger maintain financial assurance with the CIWMB in at least the amount of this cost estimate. This Order also requires the Discharger to submit a cost estimate for corrective action of all known or reasonably foreseeable releases from the disposal facility.
108. Title 27 CCR Sections 21780(c)(3) and (d)(1) [sections promulgated by the CIWMB] require the Discharger to submit the final closure and post-closure maintenance plan, or for the closure of discrete units, the partial final closure and

post-closure maintenance plan, at least two years prior to the anticipated date of closure. This Order requires that the Discharger obtain WDRs from the Regional Water Board with closure and post-closure maintenance requirements prior to closure.

### CEQA AND OTHER CONSIDERATIONS

109. Waste Management of Alameda County owns and operates the facility under the existing Conditional Use Permit (CUP) C-6395. The March 1996 Final Environmental Impact Report (EIR), consisting of the Draft EIR together with the Response to Comments document, was certified by the Zoning Administrator and the Alameda County Board of Supervisors in 1996 for expansion of the landfill into Fill Area 2. The new CUP (C-5512) was issued by the Zoning Administrator in May 1996. It was appealed and upheld by the Alameda County Board of Supervisors through the adoption of Resolution No. R-97-284 on 5 December 1996, which imposed additional conditions on the approved expansion and reduced the expansion to 80 million tons. Subsequent litigation in California Superior Court in 1997 led to the withdrawal of CUP C-5512 by the Alameda County Board of Supervisors. A negotiated settlement to the lawsuit was reached by all parties in December 1999, approving the development of 40 million tons of MSW landfill capacity for Fill Area 2, plus additional associated capacity for daily and immediate cover soil, alternate daily cover materials, and final cover system. The settlement also limited the area of Fill Area 2 to 250 acres. The Alameda County Board of Supervisors certified and amended the Final EIR and reissued CUP C-5512 on 9 March 2000. The EIR identified the following potential significant impacts:
  - a. Leachate may infiltrate groundwater
  - b. Potentially increase leachate generation
  - c. Stormwater runoff contacting landfill waste
110. The EIR evaluated the impacts and found that compliance with Title 27 and Subtitle D will provide adequate water quality protection and reduce potential impacts to a less than significant level.
111. This order implements:
  - a. *The Water Quality Control Plan for the Sacramento River Basin and the San Joaquin River Basins, Fourth Edition;*
  - b. The prescriptive standards and performance goals of California Code of Regulations title 27 chapters 1 through 7, subdivision 1, division 2, effective 18 July 1997, and subsequent revisions;
  - c. The prescriptive standards and performance criteria of RCRA Subtitle D, Part 258; and

- d. State Water Resources Control Board Resolution No. 93-62, *Policy for Regulation of Discharges of Municipal Solid Waste*, adopted 17 June 1993, and revised on 21 July 2005.
- 112. California Water Code section 13267(b) provides that: "In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposed to discharge within its region, or any citizen or domiciliary, or political agency or entity of this state who had discharged, discharges, or is suspected of having discharged or discharging, or who proposed to discharge waste outside of its region that could affect the quality of the waters of the state within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs of these reports, shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports."
- 113. The technical reports required by this Order and the attached "Monitoring and Reporting Program No. R5-2009-0055" are necessary to assure compliance with these waste discharge requirements. The Discharger owns and operates the facility that discharges the waste subject to this Order.

### **PROCEDURAL REQUIREMENTS**

- 114. All local agencies with jurisdiction to regulate land use, solid waste disposal, air pollution, and to protect public health have approved the use of this site for the discharges of waste to land stated herein.
- 115. The Regional Water Board notified the Discharger and interested agencies and persons of its intent to prescribe waste discharge requirements for this discharge, and has provided them with an opportunity for a public hearing and an opportunity to submit their written views and recommendations.
- 116. The Regional Water Board, in a public meeting, heard and considered all comments pertaining to the discharge.
- 117. Any person aggrieved by this action of the Regional Water Board may petition the State Water Board to review the action in accordance with CWC section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date of the Order, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at:

[http://www.waterboards.ca.gov/public\\_notices/petitions/water\\_quality](http://www.waterboards.ca.gov/public_notices/petitions/water_quality)

or will be provided upon request.

**IT IS HEREBY ORDERED**, pursuant to California Water Code sections 13263 and 13267, that Order No. R5-2002-0119 is rescinded, and that Waste Management of Alameda County, Inc. its agents, successors, and assigns, in order to meet the provisions of California Water Code division 7 and the regulations adopted there under, shall comply with the following:

**A. PROHIBITIONS**

1. The discharge of 'hazardous waste' is prohibited. For the purposes of this Order, the term 'hazardous waste' is as defined in California Code of Regulations title 23 section 2510 et seq. However, the facility may accept asbestos.
2. The discharge of treated auto shredder wastes at the landfill facility is prohibited if DTSC makes the determination that this material requires management at a Class I facility. The discharge of untreated auto shredder waste is prohibited.
3. The discharge of wastes outside of a Unit or portions of a Unit specifically designed for their containment is prohibited.
4. The discharge of waste to a closed Unit is prohibited.
5. The discharge to landfill units of liquid or semi-solid waste (i.e., waste containing less than 50 percent solids), except leachate, landfill gas condensate, dewatered sewage or water treatment sludge as provided in Title 27 section 20220(c), is prohibited.
6. The discharge to landfill units of solid waste containing free liquid or moisture in excess of the waste's moisture holding capacity is prohibited.
7. The discharge of 'designated waste' to Class III landfill units is prohibited. For the purposes of this Order, 'designated waste' is as defined in Title 27 and described in Monitoring and Reporting Program No. R5-2009-0055.
8. The discharge of waste constituents to the unsaturated zone or to groundwater is prohibited.
9. The discharge of solid or liquid waste or leachate to surface waters, surface water drainage courses, or groundwater is prohibited.
10. The discharge of wastes that have the potential to reduce or impair the integrity of containment structures is prohibited.

11. The discharge of wastes which, if commingled with other wastes in the unit, could produce violent reaction, heat or pressure, fire or explosion, toxic by-products, or reaction products which in turn require a higher level of containment than provided by the unit, or are "restricted hazardous wastes", is prohibited.
12. The Discharge of any liquid wastes to the Class II surface impoundments prior to submittal of a final construction report and completion of electronic leak survey of each containment layer is prohibited.

## **B. DISCHARGE SPECIFICATIONS**

1. Wastes shall be discharged only into waste management units (WMUs) specifically designed for their containment and/or treatment, as described in this Order. Class II landfills shall include liner systems which prevent the movement of fluid, including waste and leachate from the waste management units, to waters of the State so long as such waste poses a threat to water quality.
2. A minimum separation of five feet shall be maintained between wastes or leachate and the highest anticipated elevation of underlying groundwater including the capillary fringe, except at Fill Area 1, Unit 2 and Fill Area 2 where minimum separation shall be three feet due to engineered drainage structures (i.e., underdrains) separating wastes (including leachate) from groundwater. If monitoring of the groundwater underdrain system at Fill Area 2 indicates landfill waste constituents have impacted groundwater, future modules of Fill Area 2 shall provide a minimum of five feet of separation between wastes or leachate and groundwater.
3. The discharge shall remain within the designated disposal area at all times.
4. "Treated wood" wastes may be discharged, but only to an area equipped with a composite liner and leachate collection and removal system, as described in Construction Specification D.2, and only if the wastes are handled in accordance with California Health and Safety Code sections 25143.1.5 and 250150.7.
5. Treated wood must be managed to ensure consistency with California Health and Safety Code sections 25143.1.5 and 25150.7. If a verified release is detected from the waste management unit where treated wood is disposed, the disposal of treated wood shall be terminated at the unit with the verified release until corrective action ceases the release.
6. Discharge Specifications B.4 and B.5, above, apply only to treated wood waste that is a hazardous waste solely due to the presence of a preservative in the wood, and is not subject to regulation as a hazardous waste under the federal act.

7. Treated wood waste shall not be discharged to landfill cells that are leaking. Treated wood waste shall not be discharged to any landfill cell after confirmation of a release from that cell to either the unsaturated zone or groundwater until corrective action results in cessation of the release.
8. The handling and disposal of friable asbestos-containing wastes at the facility shall be in accordance with all applicable federal and state laws and regulations.
9. Alternate Daily Cover (ADC) approved by the local enforcement agency (LEA) include: green waste material, shredded tires, solidified waste with an approved extender, biosolids, processed construction and demolition material, and/or a geo-synthetic blanket.
10. All wells within 500 feet of a waste management unit shall have a sanitary seal that meets the requirements of Zone 7 of the Alameda County Flood Control and Water Conservation District prior to the discharge of waste to the unit or the well(s) shall be properly abandoned. A record of the sealing and/or abandonment of such wells shall be sent to the Board and to the Zone 7 water agency.
11. Unsaturated zone monitoring systems shall be capable of measuring both saturated and unsaturated flows that may occur as a result of a release from the waste management unit.
12. Leachate or landfill gas condensate from a lined landfill module shall be discharged either to a publicly owned treatment works under permit, to the composite-lined landfill unit from which it was generated, or to units of the same or higher classification and of similar waste characteristics. Leachate and condensate returned to a landfill unit shall be managed such that it does not cause instability of the waste, does not cause leachate seeps, does not generate additional landfill gas that is not extracted from the landfill by an active landfill gas extraction system, does not cause contaminants to enter surface water runoff, and does not cause leachate volumes to exceed the maximum capacity of the LCRS or violation of Construction Specification No. D.10 of this Order. This shall be accomplished as proposed in the December 2008 *Leachate and Condensate Recirculation Plan* and any approved amendments to the plan.

### **C. FACILITY SPECIFICATIONS**

1. The Discharger shall, in a timely manner, remove and relocate any wastes discharged at this facility in violation of this Order. If the Discharger is unable to remove and relocate the waste, the Discharger shall submit a report to the Regional Water Board explaining how the discharge occurred, why the waste cannot be removed, and any updates to the waste acceptance program

necessary to prevent re-occurrence. If the waste is a hazardous waste, the Discharger shall immediately notify the DTSC.

2. The Discharger shall immediately notify the Regional Water Board of any flooding, unpermitted discharge of waste off-site, equipment failure, slope failure, or other change in site conditions that could impair the integrity of waste or leachate containment facilities or precipitation and drainage control structures.
3. Water used for facility maintenance shall be limited to the minimum amount necessary for dust control and construction. Liquid from the Class II surface impoundments shall only be used for dust control in lined Class II landfill areas.
4. The Discharger shall maintain in good working order any facility, control system, or monitoring device installed to achieve compliance with the waste discharge requirements.
5. Methane and other landfill gases shall be adequately vented, removed from the Unit, or otherwise controlled to prevent the danger of adverse health effects, nuisance conditions, degradation, or the impairment of the beneficial uses of surface water or groundwater due to migration through the unsaturated zone.
6. Surface drainage within the waste management facility shall either be contained on-site or be discharged in accordance with applicable storm water regulations.
7. The Discharger shall maintain a *Storm Water Pollution Prevention Plan and Monitoring Program and Reporting Requirements* in accordance with State Water Resources Control Board Order No. 97-03-DWQ, or retain all storm water on-site.

#### **SURFACE IMPOUNDMENT SPECIFICATIONS**

8. At no time shall the freeboard of the Class II surface impoundments be less than two feet.
9. Any direct-line discharge to a surface impoundment shall have fail-safe equipment or operating procedures to prevent overfilling.
10. The surface impoundments shall be maintained to prevent scouring and/or erosion of the liner and other containment features at points of discharge to the impoundment and by wind-caused wave action at the waterline.
11. Leachate removed from the secondary containment of the surface impoundments shall be placed back into the surface impoundments.
12. If the depth of fluid in an LCRS sump exceeds the level where leachate would back up into the drainage layer, then the Discharger shall immediately cease the discharge of waste (including leachate) to the surface impoundment and shall

notify the Regional Water Board in writing within seven days. Notification shall include a timetable for remedial action to repair the upper liner of the impoundment or other action necessary to reduce leachate production.

13. The **Action Leakage Rate** (ALR) for each Class II surface impoundment is **2,000 gpad** (gallons per acre per day) as averaged over a 30-day period. If leachate generation in an LCRS of a Class II surface impoundment exceeds the required ALR, the Discharger shall immediately take steps to locate and repair leak(s) in the liner system and notify the Regional Water Board. If repairs do not result in a leakage rate less than the required ALR, the Discharger shall immediately cease the discharge of waste, including leachate, to the surface impoundment and notify the Regional Water Board. The notification shall include a timetable for remedial action to repair the upper liner of the surface impoundment or action necessary to reduce leachate production.
14. The LCRS for each Class II surface impoundment shall be operated and maintained to collect twice the anticipated daily volume of leachate generated by the WMU and to prevent the buildup of hydraulic head on the underlying liner at any time. The depth of fluid in the LCRS sump shall be kept at the minimum needed to ensure efficient pump operation.
15. The LCRS shall be designed and operated to function without clogging through the scheduled closure of the surface impoundments. The surface impoundments shall be equipped to facilitate annual testing to demonstrate proper operation as required by §20340(d) of Title 27.
16. If leachate is detected in a Pan Lysimeter of a surface impoundment indicating a leak in the containment structures the Discharger shall:
  - a. Immediately cease discharge of waste (including leachate) to the surface impoundment until the leaks can be found and repaired,
  - b. Report to the RWQCB that the containment structures have failed within 72 hours of the discovery,
  - c. Submit written notification of the release to the RWQCB within seven days and include a time schedule to repair the containment structures, and
  - d. Discharge of wastes to the surface impoundment shall not resume until the RWQCB has determined that repairs to the liners are complete and there is no further threat to water quality.
17. The depth of the fluid in the leachate sump of the Class II surface impoundments shall be kept at the minimum needed for efficient pump operation (given the pump intake height and cycle frequency), and leachate shall not back up onto the secondary liner system outside of the sump area.

18. Leachate generation within a surface impoundment LCRS shall not exceed 85% of the design capacity of (a) the LCRS, or (b) the sump pump. If leachate generation exceeds this value and/or if the depth of the fluid in an LCRS exceeds the minimum needed for safe pump operation, then the Discharger shall immediately cease the discharge of waste (including leachate) to the impoundment and shall notify the Regional Water Board in writing within **seven days**. Notification shall include a timetable for a remedial action to repair the upper liner of the impoundment or other action necessary to reduce leachate production.
19. Sediment or solids that accumulate in the Class II surface impoundments shall be removed when necessary to maintain the designed storage capacity. Sludge and solids removal shall be accomplished in a manner that ensures the continued integrity of liners and leachate collection systems in accordance with the facility's operations plan. Prior to disposal of these solids, sufficient samples shall be taken for their characterization and classification pursuant to Title 27.
20. Following sediment/solids removal from the Class II surface impoundments, the liner system shall be inspected for damage within 30 days and any damage shall be repaired within 60 days prior to the discharge of additional wastewater.

#### **D. CONSTRUCTION SPECIFICATIONS**

1. The Discharger shall submit for review and approval **prior to** construction, design plans and specifications for new Units and expansions of existing Units, that include the following:
  - a. A Construction Quality Assurance Plan meeting the requirements of CCR title 27 section 20324; and
  - b. A geotechnical evaluation of the area soils, evaluating their use as the base layer; and
  - c. An unsaturated zone monitoring system, which is demonstrated to remain effective throughout the active life, closure, and postclosure maintenance periods of the Unit, which shall be installed beneath the composite liner system in accordance with CCR title 27 CCR section 20415(d).

#### **Landfill Liner System Components**

2. The Discharger shall install the proposed engineered alternative for the bottom liner system in Fill Area 2 similar to the one installed for Fill Area 1, Unit 2. The composite liner system shall consist of, from top-to-bottom, the following:
  - a. A one-foot thick gravel LCRS;
  - b. A 60-mil thick HDPE geomembrane;
  - c. A two-foot compacted low-permeability soil layer;
  - d. A one-foot compacted general earth fill layer;
  - e. A geotextile separator;
  - f. A one-foot thick groundwater subdrain gravel layer; and
  - g. Prepared subgrade.
3. The Discharger shall install the proposed engineered alternative for the side slope liner system in Fill Area 2. The side slope liner shall consist of, from top-to-bottom, the following:
  - a. A geocomposite drainage layer LCRS;
  - b. A 60-mil HDPE geomembrane;
  - c. A two-foot compacted low-permeability soil layer or GCL;
  - d. A one-foot compacted general earth fill layer in the portion of the wetted footprint of the landfill;
  - e. A double-sided subdrain drainage geocomposite; and
  - f. Prepared subgrade.

### **Class II Surface Impoundment Liner System**

4. The surface impoundment shall consist of the following layers from the top-to-bottom:
  - a. 1.5 foot operations soil layer;
  - b. 40-mil sacrificial HDPE geomembrane;
  - c. The primary 60-mil-thick HDPE Geomembrane;
  - d. HDPE Geonet;
  - e. LCRS gravel;
  - f. The secondary 40-mil HDPE geomembrane;
  - g. A GCL;
  - h. The pan lysimeter single sided geocomposite;
  - i. Pan lysimeter gravel;
  - j. A tertiary 40-mil HDPE geomembrane;
  - k. 4-inch select soil liner bedding; and
  - l. A compacted subgrade.
5. The surface impoundments and related containment structures shall be constructed and maintained to prevent, to the greatest extent possible, inundation, erosion, slope failure, washout, and overtopping under 1,000-year, 24-hour precipitation conditions, and shall be designed to contain the 100-year wet season precipitation without using the required two feet of freeboard.

### **General Construction Specifications**

6. The Discharger may propose changes to the liner system design prior to construction, provided that approved components are not eliminated, the engineering properties of the components are not substantially reduced, and the proposed liner system results in the protection of water quality equal to or greater than the design prescribed by Title 27 and this Order. The proposed changes may be made following approval by the Executive Officer. Substantive changes to the design require reevaluation as an engineered alternative and approval by the Regional Water Board.
7. If the Discharger proposes to construct a liner system in which a GCL is placed on top of a subgrade, the subgrade for the bottom and the side slopes of the Unit shall be prepared in an appropriate manner using accepted engineering and construction methods so as to provide a smooth surface that is free from rocks, sticks, or other debris that could damage or otherwise limit the performance of the GCL.
8. Materials used to construct liners shall have appropriate physical and chemical properties to ensure containment of discharged wastes over the operating life, closure, and post-closure maintenance period of the waste management unit.
9. Materials used to construct LCRSs shall have appropriate physical and chemical properties to ensure the required transmission of leachate over the life of the waste management unit and the post-closure maintenance period.
10. LCRSs shall be designed, constructed, and maintained to collect twice the anticipated daily volume of leachate generated by each waste management unit and to prevent the buildup of hydraulic head on the underlying liner at any time. The depth of the fluid in any LCRS sump shall be kept at the minimum depth needed for efficient pump operation.
11. Construction shall proceed only after all applicable construction quality assurance plans have been approved.
12. Following the completion of construction of any Unit (including the Class II surface impoundments) or portion of a Unit, the Discharger shall conduct a leak detection test on the bottom geomembrane layer of the floor or base containment system (excludes side-slope areas). The Discharger shall use the protocol outlined in ASTM standard 7007, or other equivalent standard. Any defects found shall be identified and repaired accordingly.
13. Prior to discharge onto the newly constructed liner system, the final documentation required in CCR title 27 section 20324(d)(1)(C) shall be submitted for review and approval. The report shall be certified by a registered civil engineer or a certified engineering geologist. It shall contain sufficient

information and test results to verify that construction was in accordance with the design plans and specifications, and with the prescriptive standards and performance goals of Title 27.

14. A third party independent of both the Discharger and the construction contractor shall perform all of the construction quality assurance monitoring and testing during the construction of a liner system.

### **Closure Construction Specifications**

15. For the remaining unclosed area of Fill Area 1, Unit 1, the Discharger shall install the proposed engineered alternative evapotranspirative cover described in Findings 97 through 102 of this Order, and as proposed in the Discharger's December 2008 *Alternative Final Cover Design Report*. The Discharger shall submit a monitoring and contingency plan for the alternative cover to demonstrate its effectiveness in isolating the waste from precipitation. If the cover fails to isolate the waste from precipitation, the contingency plan will be implemented. If cover meets the performance standards of Title 27, it demonstrates the adequacy of this cover for closure of Fill Area 1, Unit 2 and/or Fill Area 2 of the landfill (refer to Provision 23.c). Consideration of approval of an alternative cover for these units would require Regional Water Board approval in a future revision of the WDRs.
16. For Fill Area 1, Unit 2 and Fill Area 2 at the landfill, the final cover system shall consist of, from top-to-bottom, the following:
  - a. A one-foot vegetative layer comprised of random soils;
  - b. A synthetic drainage layer (e.g., geonet) overlain by 16-ounce geotextile material;
  - c. A flexible membrane liner (FML) consisting of a minimum 60-mil HDPE cover;
  - d. A one-foot low-permeability layer of compacted fine grained soils, which will yield a permeability of  $1 \times 10^{-7}$  cm/sec or less; and
  - e. A two-foot foundation layer comprised of random soils.
17. At closure, the Discharger must initiate an effort to clean close the Class II surface impoundments prior to closing the surface impoundments as a landfill if clean closure is found to be infeasible.
18. Prior to closure, the Discharger shall submit a Final Closure Plan or Partial Final Closure Plan for review and approval for the Unit or portion of the Unit to be closed. The Discharger shall also submit a Post-Closure Maintenance Plan.

## E. DETECTION AND CORRECTIVE ACTION MONITORING SPECIFICATIONS

1. The Discharger shall submit for review and approval a groundwater detection monitoring program demonstrating compliance with Title 27 for any landfill expansion.
2. The Discharger shall comply with the detection and corrective action monitoring program provisions of Title 27 for groundwater, surface water, and the unsaturated zone, as appropriate, and in accordance with Monitoring and Reporting Program No. R5-2009-0055. A detection monitoring program for any new Unit shall be installed, operational, and one year of monitoring data collected prior to the discharge of wastes [CCR, title 27, section 20415(e)(6)].
3. The Discharger shall provide Regional Water Board staff a minimum of **one week** notification prior to commencing any field activities related to the installation, repair, or abandonment of monitoring devices.
4. The Discharger shall comply with the Water Quality Protection Standard as specified in this Order, Monitoring and Reporting Program No. R5-2009-0055, and the Standard Provisions and Reporting Requirements, dated April 2000. If there is any conflicting or contradictory language between the Waste Discharge Requirements (WDRs), the Monitoring and Reporting Program (MRP), or the Standard Provisions and Reporting Requirements (SPRR), then language in the WDRs shall govern over either the MRP or the SPRR, and language in the MRP shall govern over the SPRR.
5. The Water Quality Protection Standard for organic compounds that are not naturally occurring and not detected in background groundwater samples shall be taken as the detection limit of the analytical method used (i.e., USEPA methods 8260 and 8270). The repeated detection of one or more non-naturally occurring organic compounds in samples above the Water Quality Protection Standard from detection monitoring wells is evidence of a release from the Unit.
6. The concentrations of the constituents of concern in waters passing the Point of Compliance shall not exceed the concentration limits established pursuant to Monitoring and Reporting Program No. R5-2009-0055. Title 27, section 20405(a) defines the Point of Compliance as: "a vertical surface located at the hydraulically downgradient limit of the Unit that extends through the uppermost aquifer underlying the Unit. For each Unit, the RWQCB shall specify Monitoring Points (as defined in §20164) along the Point of Compliance, and shall specify additional Monitoring Points at locations determined pursuant to §20415(b-d) at which the Water Standard under §20390 applies and at which monitoring shall be conducted."
7. For each monitoring event, the Discharger shall determine whether the landfill is in compliance with the Water Quality Protection Standard using procedures

specified in Monitoring and Reporting Program No. R5-2009-0055 and CCR, title 27, section 20415(e).

8. The Discharger shall establish and maintain an approved Sample Collection and Analysis Plan. The Sample Collection and Analysis Plan shall at a minimum include:
  - a. Sample collection procedures describing purging techniques, sampling equipment, and decontamination of sampling equipment;
  - b. Sample preservation information and shipment procedures;
  - c. Sample analytical methods and procedures;
  - d. Sample quality assurance/quality control (QA/QC) procedures; and
  - e. Chain of Custody control.
9. For any given monitored medium, the samples taken from all monitoring points and background monitoring points to satisfy the data analysis requirements for a given reporting period shall all be taken **within a span not to exceed 30 days**, unless a longer time period is approved by the Executive Officer, and shall be taken in a manner that ensures sample independence to the greatest extent feasible. Specific methods of collection and analysis must be identified. Sample collection, storage, and analysis shall be performed according to the most recent and appropriate version of USEPA Methods, such as the latest editions, as applicable, of: (1) Methods for the Analysis of Organics in Water and Wastewater (USEPA 600 Series), (2) Test Methods for Evaluating Solid Waste (SW-846, latest edition), and (3) Methods for Chemical Analysis of Water and Wastes (USEPA 600/4-79-020), and in accordance with the approved Sample Collection and Analysis Plan.
10. If methods other than USEPA-approved methods or Standard Methods are used, the exact methodology shall be submitted to Regional Water Board staff for review and approval prior to use.
11. The **methods of analysis and the detection limits** used must be appropriate for the expected concentrations. For the monitoring of any constituent or parameter that is found in concentrations which produce more than 90% non-numerical determinations (i.e., "trace" or "ND") in data from background monitoring points for that medium, the analytical method having the lowest method detection limit (MDL) shall be selected from among those methods which would provide valid results in light of any matrix effects or interferences.
12. **"Trace" results** - results falling between the MDL and the practical quantitation limit (PQL) - shall be reported as such, and shall be accompanied both by the estimated MDL and PQL values for that analytical run.
13. **MDLs and PQLs** shall be derived by the laboratory for each analytical procedure, according to State of California laboratory accreditation procedures.

These MDLs and PQLs shall reflect the detection and quantitation capabilities of the specific analytical procedure and equipment used by the lab, rather than simply being quoted from USEPA analytical method manuals. In relatively interference-free water, laboratory-derived MDLs and PQLs are expected to closely agree with published USEPA MDLs and PQLs.

14. If the laboratory suspects that, due to a change in matrix or other effects, the true detection limit or quantitation limit for a particular analytical run differs significantly from the laboratory-derived MDL/PQL values, the results shall be flagged accordingly, along with estimates of the detection limit and quantitation limit actually achieved. The **MDL shall always be calculated such that it represents the lowest achievable concentration associated with a 99% reliability of a nonzero result.** The PQL shall always be calculated such that it represents the lowest constituent concentration at which a numerical value can be assigned with reasonable certainty that it represents the constituent's actual concentration in the sample. Normally, PQLs should be set equal to the concentration of the lowest standard used to calibrate the analytical procedure.
15. QA/QC data shall be reported, along with the sample results to which they apply, including the method, equipment, analytical detection and quantitation limits, the percent recovery, an explanation for any recovery that falls outside the QC limits, the results of equipment and method blanks, the results of spiked and surrogate samples, the frequency of quality control analysis, and the name and qualifications of the person(s) performing the analyses. Sample results shall be reported unadjusted for blank results or spike recoveries. In cases where contaminants are detected in QA/QC samples (i.e., field, trip, or lab blanks), the accompanying sample results shall be appropriately flagged.
16. Unknown chromatographic peaks shall be reported, flagged, and tracked during COC monitoring for potential comparison to subsequent unknown peaks that may be observed in future sampling events. Identification of unknown chromatographic peaks that recur in subsequent sampling events may be required.
17. The statistical method shall account for data below the PQL with one or more statistical procedures that are protective of human health and the environment. Any PQL validated pursuant to Title 27 CCR Section 20415(e)(7) that is used in the statistical method shall be **the lowest concentration (or value) that can be reliably achieved** within limits of precision and accuracy specified in the WDRs for routine laboratory operating conditions that are available to the facility. The Discharger's technical report, pursuant to Title 27 CCR Section 20415(e)(7), shall consider the PQLs listed in Appendix IX to Chapter 14 of Division 4.5 of Title 22, CCR, for guidance when specifying limits of precision and accuracy. For any given constituent monitored at a background or downgradient monitoring point, an indication that falls between the MDL and the PQL for that constituent

(hereinafter called a “trace” detection) shall be identified. For a statistical method that is compatible with the proportion of censored data (trace and ND indications) in the data set, the Discharger can use the laboratory’s concentration estimates in the trace range (if available) for statistical analysis, in order to increase the statistical power by decreasing the number of “ties”.

18. Background for water samples or soil-pore gas samples shall be represented by the data from all samples taken from applicable background monitoring points during that reporting period (at least one sample from each background monitoring point). The Discharger may propose an alternate statistical method [to the methods listed under CCR, title 27, section 20415(e)(8)(A-D)] in accordance with CCR, title 27, section 20415(e)(8)(E), for review and approval.
19. The Discharger may propose an alternate statistical method [to the methods listed under CCR, title 27, section 20415(e)(8)(A-D)] in accordance with CCR, title 27, section 20415(e)(8)(E), for review and approval. Upon receiving written approval, alternate statistical procedures may be used for determining the significance of analytical results for common laboratory contaminants (e.g., methylene chloride, acetone, diethylhexyl phthalate, and di-n-octyl phthalate). Nevertheless, analytical results involving detection of these analytes in any background or downgradient sample shall be reported and flagged for easy reference by Regional Water Board staff.
20. The Discharger shall use the following non-statistical method for all analytes that are detected in less than 10% of the background samples. The non-statistical method shall be implemented as follows:
  - a. From the constituent of concern or monitoring parameter list, identify each analyte in the **current** sample that exceeds either its respective MDL or PQL. Unless a given monitoring point is already under corrective action monitoring for a given constituent, the Discharger shall conclude that the exceedance provides a preliminary indication of a release or a change in the nature or extent of the release, at that monitoring point, if **either**:
    - 1) The data contains two or more analytes that equal or exceed their respective MDLs; or
    - 2) The data contains one or more analyte that equals or exceeds its PQL.
  - b. **Discrete Retest** [CCR, title 27, section 20415(e)(8)(E)]:
    - 1) In the event that the Discharger concludes (pursuant to paragraph 20.a., above) that there is a preliminary indication of a release, then the Discharger shall immediately notify Regional Water Board staff by phone or e-mail and, within 30 days of such indication, shall collect two new

(retest) samples from the monitoring point where the release is preliminarily indicated.

- 2) For any given retest sample, the Discharger shall include, in the retest analysis, **only the laboratory analytical results for those analytes detected in the original sample**. As soon as the retest data are available, the Discharger shall conclude that there is measurably significant evidence of a release if two or more analytes equal or exceed their respective MDLs or if one or more analyte equals or exceeds its PQL and shall:
  - a) **Immediately** notify the Regional Water Board about any constituent or constituents verified to be present at the monitoring point, and follow up with written notification submitted by certified mail **within seven days** of validation; and
  - b) Comply with ¶21, below if any constituent or constituents were verified to be present.
- 3) Any analyte that is confirmed per this method shall be added to the monitoring parameter list such that it is monitored during each regular monitoring event.

21. If the Discharger determines that there is measurably significant evidence of a release from the Unit at any monitoring point, the Discharger shall **immediately** implement the requirements of **XI. Response To A Release, C. Release Has Been Verified**, contained in the Standard Provisions and Reporting Requirements.

#### F. LANDFILL GAS SYSTEM SPECIFICATIONS

1. Landfill gas collection and control systems shall be operated to minimize and control air intrusion and to prevent direct venting of the gas to the atmosphere.
2. Landfill gas collection and control systems shall be operated so that the methane concentration is less than 500 parts per million above background at the surface of the landfill.
3. There shall be a sufficient number and spacing of horizontal collectors or vertical gas collection wells to control landfill gas migration and emissions.
4. Landfill gas shall be extracted from the landfill's primary LCRS as necessary to control gas.
5. No waste may be placed into Fill Area 2 until the Discharger has an approved landfill gas monitoring program and the basal system components installed.

## G. PROVISIONS

1. The Discharger shall maintain a copy of this Order at the facility and make it available at all times to facility operating personnel, who shall be familiar with its contents, and to regulatory agency personnel.
2. The Discharger shall comply with all applicable provisions of Title 27 and 40 Code of Federal Regulations Part 258 (Subtitle D) that are not specifically referred to in this Order.
3. The Discharger shall comply with Monitoring and Reporting Program No. R5-2009-0055, which is incorporated into and made part of this Order.
4. The Discharger shall comply with the applicable portions of the Standard Provisions and Reporting Requirements for Waste Discharge Requirements for Nonhazardous Solid Waste Discharges Regulated by Title 27 and/or Subtitle D (CCR, title 27, section 20005 et seq. and 40 CFR 258 et seq.), dated April 2000, which are hereby incorporated into this Order. If there is any conflicting or contradictory language between the Waste Discharge Requirements (WDRs), the Monitoring and Reporting Program (MRP), or the Standard Provisions and Reporting Requirements (SPRR), then language in the WDRs shall govern over either the MRP or the SPRR, and language in the MRP shall govern over the SPRR.
5. In the event the Discharger does not comply or will be unable to comply with any prohibition or limitation of this Order for any reason, the Discharger shall notify the Regional Water Board office by telephone **as soon as** it or its agents have knowledge of such noncompliance or potential for noncompliance, and shall confirm this notification in writing **within two weeks**. The written notification shall state the nature, time, and cause of noncompliance, and shall describe the measures being taken to prevent recurrences and shall include a timetable for corrective actions.
6. All reports and transmittal letters shall be signed by persons identified below:
  - a. For a corporation: by a principal executive officer of at least the level of senior vice-president.
  - b. For a partnership or sole proprietorship: by a general partner or the proprietor.
  - c. For a municipality, state, federal or other public agency: by either a principal executive officer or ranking elected or appointed official.
  - d. A duly authorized representative of a person designated in a, b, or c above if;

- 1) The authorization is made in writing by a person described in a, b, or c of this provision;
  - 2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a Unit, superintendent, or position of equivalent responsibility. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and
  - 3) The written authorization is submitted to the Regional Water Board.
- e. Any person signing a document under this Section shall make the following certification:
- “I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.”
7. A copy of all documents submitted to the Regional Water Board shall be maintained in the facility's operating record.
  8. The Discharger shall take all reasonable steps to minimize any adverse impact to the waters of the State resulting from noncompliance with this Order. Such steps shall include accelerated or additional monitoring as necessary to evaluate the nature, extent, and impact of the noncompliance.
  9. The owner of the waste management facility shall have the continuing responsibility to assure protection of waters of the state from discharged wastes and from landfill gases and leachate generated by discharged waste during the active life, closure, and postclosure maintenance period of the Unit(s) and during subsequent use of the property for other purposes.
  10. The fact that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with this Order shall not be regarded as a defense for the Discharger's violations of the Order.
  11. To assume ownership or operation under this Order, the succeeding owner or operator must apply in writing to the Regional Water Board requesting transfer of the Order within 14 days of assuming ownership or operation of this facility. The request must contain the requesting entity's full legal name, the State of incorporation if a corporation, the name and address and telephone number of the persons responsible for contact with the Regional Water Board, and a

statement. The statement shall comply with the signatory requirements contained in Provision G.6 and state that the new owner or operator assumes full responsibility for compliance with this Order. Failure to submit the request shall be considered a discharge without requirements, a violation of the California Water Code. Transfer of this Order shall be approved or disapproved by the Regional Water Board.

12. The Discharger shall update the preliminary closure and post-closure maintenance plan (PCPCMP) any time there is a change that will increase the amount of the closure and post-closure maintenance cost estimate. The updated PCPCMP shall be submitted to the Regional Water Board, and if applicable, shall be submitted to the Local Enforcement Agency, and the CIWMB. The PCPCMP shall meet the requirements of CCR, title 27, section 21769(b), and include a lump sum estimate of the cost of carrying out all actions necessary to close each Unit, to prepare detailed design specifications, to develop the final closure and post-closure maintenance plan, and to carry out the first thirty years of post-closure maintenance. A final (or partial final) closure and post-closure maintenance plan shall be submitted prior to closure and closure shall not be conducted in the absence of closure WDRs.

#### **Financial Assurances for Corrective Action**

13. The Discharger shall maintain cost estimates and funding for initiating and completing corrective action for all known or reasonably foreseeable releases from Fill Area 1, each unit of Fill Area 2 prior to discharge of waste, and the Class II surface impoundments prior to discharge of waste.
14. Pursuant to Title 27, section 22221, the Discharger shall obtain and maintain financial assurances for corrective action of all known or reasonably foreseeable releases for **Fill Area 1** in at least the amount of the approved cost estimate described in Finding No. 107.
15. Pursuant to Title 27, section 22221, the Discharger shall submit a cost estimate and proposed financial assurance mechanism to the Regional Water Board for corrective action for a reasonably foreseeable release for each unit of **Fill Area 2**, prior to discharge, meeting the requirements of Title 27, chapter 6. Once approved, the Discharger shall establish an irrevocable fund for corrective action financial assurance with the CIWMB **prior to discharge** to each unit.
16. Pursuant to Title 27, section 22222, the Discharger shall submit a cost estimate and proposed financial assurance mechanism to the Regional Water Board for corrective action of all reasonably foreseeable releases from the **Class II surface impoundments**. Once approved, the Discharger shall establish an irrevocable fund for corrective action financial assurance with the Regional Water Board using the approved mechanism, in the amount of the approved cost estimate, and naming the "CIWMB" as beneficiary, **prior to discharge** to the units.

17. At least **annually** (as required by the CIWMB), the Discharger shall submit a report demonstrating that the financial assurance fund for corrective action for **Fill Area 1** has been updated in accordance with the fund balance calculations provided in Section 22226 of Title 27.
18. At least **annually** (as required by the CIWMB), the Discharger shall submit a report demonstrating that the financial assurance fund for a reasonably foreseeable release from **Fill Area 2** in accordance with the fund balance calculations provided in Title 27, section 22226.
19. At least **annually** (as required by the CIWMB), the Discharger shall submit a report demonstrating that the financial assurance fund for a reasonably foreseeable release from **Class II surface impoundments** in accordance with the fund balance calculations provided in Title 27, section 22226.

#### **Financial Assurances for Closure and Post-Closure Maintenance**

20. The Discharger shall obtain and maintain assurances of financial responsibility for closure and post-closure maintenance costs in the amount of the cost estimates in the approved preliminary or final closure and post-closure maintenance plan, as applicable. Pursuant to Title 27, sections 20950(f), 22207, and 22212, the Discharger shall obtain and maintain financial assurance for closure and post-closure maintenance of **Fill Area 1, and each unit of Fill Area 2** with the CIWMB in at least the amounts of the approved cost estimates described in Finding No. 106.
21. At least **annually** (as required by the CIWMB), the Discharger shall submit a report demonstrating that the financial assurance fund for closure and post-closure maintenance has been updated in accordance with the fund balance calculations provided in Title 27, section 22225.

#### **Required Technical Reports**

22. All technical reports required by this Order shall be submitted pursuant to California Water Code, section 13267.
23. The Discharger shall submit the following technical reports related to installation and initial sampling of new groundwater monitoring wells, landfill module construction, landfill gas, and seismic inspections:

##### **a. Groundwater Monitoring for Fill Area 2**

1. The Discharger shall submit a work plan or work plans to install groundwater monitoring wells for Fill Area 2 as necessary to complete well installation and required initial sampling prior to placement of waste in the corresponding units. The work plan(s) shall propose monitoring wells for

the following areas:

- i. In the weathered zone at the intersection of the northern extent of Fill Area 2 and the West Fault.
  - ii. At the downgradient edge of each module of Fill Area 2 as the area expands into the permitted landfill footprint.
2. **Within 60 days after installation of the wells**, the Discharger shall submit a well installation report.
  3. **Prior to discharge** to new modules in Fill Area 2, the Discharger shall submit a Water Quality Protection Standard for detection monitoring wells based on un-impacted background groundwater data.

**b. Groundwater Monitoring for Class II Surface Impoundments**

1. The Discharger shall submit a work plan proposing a monitoring program for the Class II surface impoundments. The work plan must be approved prior to discharge to the impoundments.
2. **Within 60 days after installation of a monitoring network** (if applicable), the Discharger shall submit a monitoring network installation report.
3. **Prior to discharge** to the Class II surface impoundments, the Discharger shall submit a Water Quality Protection Standard for detection monitoring based on un-impacted background groundwater data.

**c. Construction Report**

1. **Prior to discharge** to new modules of Fill Area 2, the Discharger shall submit a final construction report that contains all information concerning the placement of the containment system. These reports shall provide information demonstrating that the CQA plan was implemented as proposed and that the construction proceeded in accordance with design criteria, plans, and specifications. The Discharger shall submit copies of the Final Documentation report to the Regional Water Board as prepared by the CQA officer.
2. **Prior to discharge** to the Class II surface impoundments, the Discharger shall submit the final construction report that contains all information concerning the placement of the containment system. This document shall provide information demonstrating that the CQA plan was implemented as proposed and that the construction proceeded in accordance with design criteria, plans, and specifications. The Discharger

shall submit copies of the Final Documentation report to the Regional Water Board as prepared by the CQA officer.

**d. Alternative Cover Monitoring and Contingency Plan**

1. **Prior to construction** of the alternative final cover for Fill Area 1, Unit 1, the Discharger shall submit a Monitoring and Contingency Plan with a plan for monitoring the cover to demonstrate it is meeting regulatory performance standards, and shall propose alternatives for the cover if it fails to meet the performance standards. The plan shall include proposed criteria for demonstrating compliance with performance standards.

**e. Landfill Gas**

1. **Within 90 days of the adoption of this Order**, the Discharger shall submit a landfill gas extraction installation and monitoring plan for Fill Area 2 to the Regional Water Board and the CIWMB.

**f. Seismic Event Inspection**

1. **Within 90 days of the adoption of this Order**, the Discharger shall submit a revised post-earthquake inspection plan for review and approval. The revised plan shall include inspecting WMU liners and covers; LCRS riser pipes, sump pump operation, and storage tanks; including the flare station; drainage control facilities; and detection monitoring facilities for damage following an earthquake of Magnitude (M) 5.0 or greater within 25 miles of the facility or a M6.0 or greater earthquake within 50 miles of the facility.
2. An earthquake inspection shall be conducted in a timely manner following earthquakes of the magnitude as specified in Provision 23.f.1. A report of the inspection shall be submitted within 30 days after the inspection assessing any damage and shall contain proposals to repair or replace any damaged structures or facilities.

I, PAMELA C. CREEDON, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Central Valley Region, on 24 April 2009.

HFH/WLB

---

PAMELA C. CREEDON, Executive Officer