

SETTLEMENT AGREEMENT
BETWEEN AND AMONG
THE COUNTY OF ALAMEDA, THE CITY OF LIVERMORE,
THE CITY OF PLEASANTON, SIERRA CLUB,
NORTHERN CALIFORNIA RECYCLING ASSOCIATION,
ALTAMONT LANDOWNERS AGAINST RURAL MISMANAGEMENT AND
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

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

RECITALS

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

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

C. Sierra Club, NCRA, the Measure D Committee, ALARM and Castle & Cooke California, Inc. filed suit challenging the County's actions in Sierra Club et al. vs. County of Alameda, et al., Alameda County Superior Court Case No. 77721-7 (the "Sierra Club Lawsuit").

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.1. WMAC will dismiss its appeal.

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

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

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

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

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

5.1. Community Monitor Committee.

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

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

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

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

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

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

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

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

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

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

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

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

5.3. Compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Additional Rights and Obligations.

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

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

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

7. Imposition, Collection and Allocation of Fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Attorneys' Fees and Costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Execution of the Agreement.

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

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

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

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

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

COUNTY: THE COUNTY OF ALAMEDA,
a California county

By: William M.

Chair, Board of Supervisors

Attest: [Signature]
~~County Clerk~~ Clerk, Board Of Supervisors



Dated: November 30, 1999

LIVERMORE: THE CITY OF LIVERMORE,
a municipal corporation

By: _____
Cathie Brown, Mayor

Attest: _____
City Clerk

Dated: _____, 1999

PLEASANTON: THE CITY OF PLEASANTON,
a municipal corporation

By: _____
Deborah Acosta, City Manager

Attest: _____
City Clerk

Dated: _____, 1999

[SIGNATURES CONTINUED ON NEXT PAGE]