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SETTLEMENT AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGMENT DISTRICT
AND
WEST CONTRA COSTA SANITARY LANDFILL, INC.

1. The Bay Area Air Quality Management District ("District") and WEST CONTRA COSTA SANITARY LANDFILL, INC. ("WCCSL") knowingly and of their own free will enter into this Settlement Agreement.

2. The District and WCCSL (collectively, the "Parties") are separately represented by counsel of their choosing and have consulted about the terms of this Settlement Agreement with their separate and individual counsel.

3. The settlement of the matters addressed in this Settlement Agreement, which include the allegations in District Notices of Violation ("NOVs") Nos., A57892, A57893, A57894, A57895, A57899, A58648, A59537, A59538, A59539, A59540, A59550, A62066, and A62068, without further litigation, is fair, reasonable and in the interests of the District, WCCSL, and the public.

4. The District has issued the NOVs identified in Paragraph 3 above to WCCSL, which owns and operates an organic materials processing facility located on the site of a closed solid waste landfill located in Richmond, California ("Facility"), alleging that the Facility violated District Regulations as described in the NOVs. This Settlement Agreement precludes the District from seeking criminal or civil penalties under California Health and Safety Code Sections 42400 *et seq.* or taking administrative action for the same alleged actions and violations that are the basis for the NOVs identified in Paragraph 3 above or for violations that could have been asserted arising out of or relating to the alleged actions and violations that are the basis for the NOVs identified in Paragraph 3 above.

5. Within thirty (30) days of the execution of this Settlement Agreement, WCCSL shall pay by corporate check, made payable to the "Bay Area Air Quality Management District," the amount of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00). The payment shall be mailed or delivered to:

1 BAY AREA AIR QUALITY MANAGEMENT DISTRICT
2 OFFICE OF DISTRICT COUNSEL
3 ALEXANDER G. CROCKETT, DISTRICT COUNSEL
375 BEALE STREET, SUITE 600
4 SAN FRANCISCO, CALIFORNIA 94105

4 6. Upon execution, this Settlement Agreement will become final and binding upon the
5 Parties.

6 7. WCCSL's payment in full of the civil penalty described in Paragraph 5 above will settle
7 and conclude all claims that have been or could have been asserted between the District and WCCSL
8 arising out of or relating to the allegations and conduct that are the basis for the NOV's identified in
9 Paragraph 3 above.

10 8. This Settlement Agreement constitutes the entire agreement and understanding between
11 the Parties, and fully supersedes and replaces any and all prior negotiations and agreements of any kind
12 or nature, whether written or oral, between the Parties, concerning these claims.

13 9. WCCSL's entry into this Settlement Agreement is not and shall not be construed as an
14 admission of any liability for conduct, actions or violations of law as alleged in the NOV's identified in
15 Paragraph 3 above.

16 10. The District reserves the right to take future enforcement actions arising out of violations
17 not covered by this Settlement Agreement; in addition, the District reserves the right to demand, and
18 WCCSL reserves the right to contest increased penalties in connection with any future alleged violations
19 based on compliance history.

20 11. The District reserves the right to rely upon the alleged violations described in the NOV's
21 identified in Paragraph 3 above and may offer proof thereof in connection with any other administrative
22 or judicial proceeding not related to this proceeding for the purpose of showing a history of violation.
23 WCCSL reserves the right to contest DISTRICTS's offer of proof in any other administrative or judicial
24 proceeding alleging violations based on the NOV's identified in paragraph 3 as a history of violations.

25 12. WCCSL's failure to perform any of the terms or conditions of this Settlement Agreement
26 will render WCCSL in violation of the terms and conditions of this Settlement Agreement.

1 13. No agreement to modify, amend, extend, supersede, terminate, or discharge this
2 Settlement Agreement, or any portion hereof, shall be valid or enforceable unless it is in writing and
3 signed by the Parties.

4 14. This Settlement Agreement shall be interpreted and enforced in accordance with the laws
5 of the State of California, without regard to California's choice of law rules.

6 15. Each of the undersigned expressly represents that he or she is authorized to execute this
7 Settlement Agreement on behalf of the party for whom he or she signs below.

8 * * * * *

9 SO AGREED, STIPULATED AND EXECUTED:

10 BAY AREA AIR QUALITY
11 MANAGEMENT DISTRICT
12 375 Beale Street, Suite 600
San Francisco, California 94105

WEST CONTRA COSTA SANITARY
LANDFILL, INC.

13 By: 
7314B577922A46A...
14 PHILIP M. FINE
EXECUTIVE OFFICER/APCO

By: 
KEVIN DIVINCENZO
VICE PRESIDENT

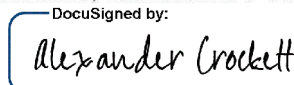
15 Date: 1/25/2024
16 _____

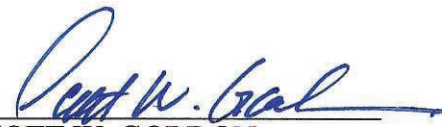
Date: 01/24/2024

17 APPROVED AS TO FORM BY:

18 BAY AREA AIR QUALITY
19 MANAGEMENT DISTRICT
20 DISTRICT COUNSEL
ALEXANDER G. CROCKETT
375 Beale Street, Suite 600
21 San Francisco, California 94105

SCOTT W. GORDON
LAW OFFICES OF SCOTT W. GORDON
A Professional Corporation
1990 North California Blvd., Suite 20
Walnut Creek, California 94596

22 By: 
6DC7110552B5451...
23 ALEXANDER G. CROCKETT
24 DISTRICT COUNSEL

By: 
SCOTT W. GORDON
ATTORNEY FOR WEST CONTRA
COSTA SANITARY LANDFILL, INC.

25 Date: 1/24/2024
26 _____

Date: 1/24/2024
