

**AGREEMENT NO. \_\_\_-\_\_\_**

(License Agreement for Remote Monitoring and Control System for Landfill Gas)

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the County of Yolo, a political subdivision of the State of California ("County") and Loci Controls, Inc. ("Contractor"), a Delaware Corporation.

**WITNESSETH**

**WHEREAS**, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

**WHEREAS**, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as providing equipment and services for remote monitoring and control of the landfill gas extraction wells; and

**WHEREAS**, the Yolo County Division of Integrated Waste Management operates the Yolo County Central Landfill, an active landfill and biogas plant at its location at 44090 County Road 28H, Woodland, CA 95776 ("Landfill" or "Landfill Premises"); and

**WHEREAS**, biogas is extracted from the Landfill through a series of wells that extend into the waste mass and as part of current operations, the wells are manually monitored and tuned on a regular basis;

**WHEREAS**, the Landfill has over 150 landfill gas wells that qualify for an automatic well-head control, as well as eight anaerobic digester cell gas wells and six header line locations;

**WHEREAS**, the County desires to obtain services that monitor and measure methane and other greenhouse gases ("GHG's") in a manner such that GHG (including methane) emissions can be more efficiently managed, controlled and limited ; and

**WHEREAS**, the County circulated and distributed a Request for Proposals, an excerpt of which is attached as Exhibit A; and

**WHEREAS**, the Contractor submitted a proposal to provide real time data and an automated landfill gas collection control system, an excerpt of which is attached as Exhibit B; and

**WHEREAS**, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to complete and operate the System (defined herein) and provide the services, goods and materials that are described in this Agreement, and that it will be able to perform the herein described services at no cost to the County in accordance with Contractor's "Scenario B" in cost proposal described in Exhibit B attached hereto; and

**WHEREAS**, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

**WHEREAS**, Contractor understands that the County is relying upon these representations in entering into this Agreement.

**NOW, THEREFORE**, the County and the Contractor agree as follows:

**I. INCORPORATION OF RECITALS: EXHIBITS.**

The foregoing recitals are incorporated into this Agreement. The complete Agreement shall include the following Exhibits, which are attached hereto and incorporated herein:

Exhibit A	RFP Excerpt
Exhibit B	Proposal Excerpt
Exhibit C	Workers' Comp. Certificate
Exhibit D	Well Sites Map
Exhibit E	Anaerobic Digester Cell Gas Wells Map
Exhibit F	Requirements Applicable to System Installation and Operation
Exhibit G	Air Permits
Exhibit H	Payment Bond
Exhibit I	Performance Bond

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

**II. THE SYSTEM**

- A. At its sole cost and expense, Contractor shall design, construct, install, operate and maintain a real time data and an automated landfill gas collection control system with monitoring at each of the Landfill well sites (150 sites) identified and depicted in Exhibit D hereto and at the eight anaerobic digester cell gas wells identified and depicted in Exhibit E hereto ("the System"). The System shall be installed, constructed, operated, and maintained in accordance with

all applicable laws and Exhibits A, B, and F including provision of remote and on-site labor, as well as necessary software and equipment, to support the System. The Landfill well sites and anaerobic digester cell gas wells, identified and depicted in Exhibits D and E, are located on a portion of the Landfill Premises and are collectively referred to herein as the "Landfill Wellfield." The System shall have the ability to make continuous, incremental adjustments to maximize the collection of methane from the Landfill Wellfield, as further described in Exhibits A and B.

- B. Contractor as System Owner and Operator. The System will be owned by Contractor and will be operated and maintained and, as necessary, repaired by Contractor at its sole cost and expense; provided that any repair or maintenance costs incurred by Contractor as a result of the County's negligence or breach of its obligations hereunder shall be reimbursed by the County. The County shall be notified at least five (5) days in advance of such maintenance, unless emergency maintenance is required.

### III. LICENSE

- A. Subject to the receipt by the County of the required insurance and bonds required herein, the execution of this Agreement shall be deemed to constitute the granting of a revocable non-exclusive license coterminous with the Term of this Agreement to the Contractor to utilize the Landfill Wellfield for all purposes of this Agreement, including ingress and egress rights for Contractor and its employees, contractors and subcontractors. Contractor may enter upon, occupy and use the Landfill Wellfield to design, construct, install, start-up, test, operate and maintain the System and to receive Landfill Gas in accordance with the provisions of this Agreement and for no other purpose (the "License"). With respect to Contractor's access to the Landfill Wellfield, however, the License shall be limited to access during Landfill business hours (or non-business hours if approved in writing by the County) and during non-business hours in the event of an emergency or circumstance posing an imminent risk to human health, the environment, or the System and in a manner that minimizes inconvenience to and interference with the County's use of the Landfill Premises or Landfill business operations to the extent commercially practical, as further provided in Section V herein.
- B. Except as expressly otherwise provided, Contractor shall assume all risks associated with such activities and shall indemnify, defend and hold harmless the County and the County Indemnitees in accordance with Section XIV herein.
- C. The right of access contained herein does not grant the Company access to any portion of the Landfill Premises or any other structures, improvements, equipment, or any other systems, fixtures, or real or personal property owned, leased, operated, maintained, or occupied by the County except as necessary for the Contractor to access the System.

The County shall not, and shall ensure that its employees, agents and invitees do not, utilize the Landfill Wellfield in a manner that will materially interfere with the Contractor's installation, operation, maintenance and removal of the System.

- D. The Contractor shall keep the Landfill Wellfield and the System free of all liens and shall further keep the Landfill Wellfield and the System neat, clean and substantially litter-free at all times, ensure that the operation of the System does not create any odor, litter, noise, fugitive dust, vector or other adverse environmental effects constituting a nuisance condition or violation of the County's air permit requirements under applicable laws or applicable permits, including the County's state and federal air permit requirements., as those permits may be amended, attached hereto as Exhibit G for reference. If such a nuisance condition occurs, the Contractor shall expeditiously remedy the condition, make all commercially reasonable improvements and changes in operating and management practices necessary to prevent a recurrence of the nuisance condition.
- E. As compensation for the granting of the License by the County, Contractor shall pay the County the License Payment described in Section IV herein. The License granted by this Agreement shall terminate upon the termination of this Agreement in accordance with its terms.

#### **IV. LICENSE FEE; CREDITS**

- A. No Cost to County. Contractor shall design, construct, install, operate, and maintain the System at no cost to the County. The System will be owned by Contractor and will be operated and maintained and, as necessary, repaired by Contractor at its sole cost and expense, as provided in Section I.B herein.
- B. Tax Credits; License Fee. Contractor represents and warrants that it will apply for and participate in the federal 45Q tax credit program at the earliest opportunity authorized by the 45Q tax credit program or any other federal, state, or other local tax credit, tax benefit, or grant that may be available for the System ("Credits").

The County hereby agrees that the Contractor has the sole and exclusive right to make all filings and otherwise do all things necessary to avail the Credits, if any, to the Contractor, and expressly assigns, sells, sets over and transfers to the Contractor all right, title, and interest in any Credits determined from the Effective Date and continuing throughout the term of the Agreement. Credits shall be owned solely by the Contractor and may be transferred, dealt in, traded, or shared by the Contractor in its sole discretion. The County shall execute all documents and perform all acts reasonably requested by the Contractor to effect ownership of the Credits by the Contractor and as needed to facilitate the qualification for, management, and transactions of the Credits. The County agrees that the

Contractor shall have clear, unique, and uncontested title to all Credits, unencumbered by any liens or conditions of the County.

The Contractor has complete discretion to “market” and arrange the assignment and sale of the Credits. The appointment and engagement of the Contractor to market Credits is exclusive and may not be assigned to any other person. Further, the County shall not undertake to directly market and sell any Credits.

In consideration of the License being granted by the County pursuant to this Agreement, if Contractor obtains Credits in connection with the System, 20% (twenty percent) of the “net realized value” of such Credits actually received by the Contractor shall be shared with the County (“License Fee”). “Net realized value” shall mean all cash revenue realized by the Contractor from the use as a taxpayer or the sale of Credits from the Project, net of all direct costs up to \$25,000 per calendar year, including but not limited to legal, accounting, and other fees and costs to assess the qualification of the Contractor and the Project Site for Credits, costs to validate the Project, and verify the Credits claimed to be available, costs for filings and other compliance (including the costs to prepare and make all IRS and other filings), necessary fees paid to regulatory entities and other third parties, and minus any sharing of Credits to third parties if and only if as mutually agreed, and any costs otherwise incurred by the Contractor to monetize the Credits. No Contractor internal costs shall be included in the net realized value calculation.

The License Fee shall be paid to County within 30 days of the Contractor’s receipt of the actual net realized value of the Credit. Contractor’s obligation to pay the License Fee to the County shall survive the expiration or termination of the Agreement with respect to any applicable grant, tax credit, or other related net tax benefit realized for the System after the expiration or termination of this Agreement.

The Contractor makes no representation or warranties in regard to the qualification for, validation, marketability, or “pricing” of the Credits. The County acknowledges there are uncertain dynamics associated with availing the Credits from landfill operations and that no such Credits may be obtained or be obtainable by the Contractor or any other operator of the gas process system at the Project Site. Further, the market for the Credits is likely to be dynamic and unstructured and no assurance is provided as to the ability to market and sell, or otherwise benefit from the Credits and that the market can change at any time for reasons beyond the control of the Contractor. Any regulatory compliance associated with the activities at the Project Site (including by way of example, obligations to any federal, state, or local environmental regulator or agency) remain the sole obligation of the County, and by undertaking the services, the Contractor does not

assume any such obligation for regulatory oversight.

- C. Environmental Credits. The Contractor understands and acknowledges that the County, as the successor to MM Yolo Power LLC, is a party to a Renewable Power Purchase Agreement (“Renewable PPA”) with the Sacramento Municipal Utility District (SMUD) dated November 7, 2005, pursuant to which SMUD is entitled to receive and must purchase all “Environmental Attributes,” as defined in that a Renewable PPA up to 3.8 megawatts (MW). Contractor acknowledges having received a copy of the Renewable PPA. The Renewable Energy Credits or “RECs” related to the Environmental Attributes belong only to SMUD in accordance with the Renewable PPA and Contractor may not claim entitlement to any gas collected by the System or RECs generated by the System.

## **V. COUNTY OPERATIONS; COOPERATION**

- A. Notwithstanding anything in this Agreement to the contrary, it is understood and agreed by the Contractor that the County’s primary obligation and purpose is the efficient and safe undertaking of its solid waste management operations at the Landfill in accordance with applicable laws and permits, and that the rights granted to the Contractor hereunder are secondary to such Landfill business operations (including the minimization of odors) and the requirements of the County under applicable laws and permits. The construction and operation of the System shall not materially interfere with the operational requirements of the County with respect to the Landfill. Subject to the preceding sentences, the County agrees to use good faith efforts to cooperate with the Contractor with respect to Contractor requests (in writing and upon reasonable notice) regarding reasonable accommodations necessary for planned construction and maintenance activities; provided, however, that it is the responsibility of the Company to use reasonable efforts to schedule and perform construction and maintenance activities of the System in a manner which will not materially interfere with the ability of the County to operate the Landfill.
- B. Contractor further acknowledges and understands that the County will need to monitor the System periodically to ensure compliance with the County’s applicable air permits (see Exhibit G hereto). Contractor shall not impede or interfere with such inspections by the County and County shall not be required to provide prior notice of such inspections to Contractor.

## **VI. SITE SUITABILITY CONFIRMATION**

The Contractor acknowledges that the Company’s agents and representatives have visited, inspected and are familiar with the surface conditions of the Landfill Premises and the Landfill Wellfield. To the best of the Contractor’s knowledge as of the date of this Agreement, (1) the surface physical condition of the Landfill Wellfield relevant to the obligations of the Contractor

pursuant to this Agreement, including surface conditions, normal and usual soil conditions, roads, utilities, topographical conditions and air and water quality conditions; (2) all local and other conditions that may be material to the Contractor's performance of its obligations under this Agreement (including, but not limited to, transportation; seasons and climate; access, availability, disposal, handling and storage of materials and equipment); and (3) availability and quality of labor and utilities are adequate for an acceptable and suitable site for the construction of the System. The Contractor further acknowledges that it has received and reviewed all information or documents regarding the Site provided to it by the County related to the Site or obtained in the course of performing its obligations hereunder including, but not limited to, any geotechnical data provided by the County; and that based on the foregoing, to the best of the Contractor's knowledge as of the date of this Agreement the Landfill Wellfield constitutes an acceptable and suitable site for the construction of the System.

## **VII. REPORTS**

**A.** Contractor shall provide such reports as are required by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, at the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may terminate the agreement pursuant to the specifications herein.

**B.** County shall provide Contractor with all information pertinent to the System required of Contractor by this Agreement that is requested by Contractor and is within County's possession. No charge will be made for these materials.

## **VIII. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS; INTELLECTUAL PROPERTY**

**A. Professional and Technical Documents.** Excluding intellectual property developed by Contractor with respect to the System, all professional and technical documents and information developed under this Agreement, and all work products, including plans, writings, work sheets, reports, and related data, materials, and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. In addition, basic data prepared or obtained under this Agreement, including the System's as-build plans, shall be made available and will be the property of the County without restriction or limitation on their use. No additional charge will be made for any of the foregoing.

**B. Intellectual Property and Licenses.** Contractor owns, or is authorized to use under patent rights, licenses, franchises, trademarks or copyrights, the technology necessary for the System without any known material conflict with the rights of

others. Contractor grants the County a limited right to use such intellectual property directly relating to the System for any County purpose directly relating to the System during the Term of this Agreement.

#### **IX. RECORDS; ACCESS, RETENTION**

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after termination of this Agreement or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the five years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

#### **X. DISPUTES**

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

#### **XI. TERM AND TERMINATION**

**A.** The term of this Agreement shall be from the Effective Date through June 30, 2024 unless sooner terminated as hereinafter provided ("Term"). The Term of this Agreement may be extended by mutual consent for up to four optional one-year periods with a maximum term of five years.

**B.** Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified

in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. To the extent this Agreement may require payment by County to Contractor, if any, the Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for the County to satisfy any payment obligations it may have under this Agreement, the County may terminate this Agreement by ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 60 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute, or otherwise circulate any of the materials developed pursuant to this

Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

## **XII. APPLICABLE LAWS; PREVAILING WAGE**

**A.** In the performance of its obligations under this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, regulations, directives, orders, judgments, permits, approvals, laws, or other requirement of any governmental agency having jurisdiction, that apply to or govern the Landfill Premises or the System in force on the Effective Date and as they may be enacted, issued, or amended during the term of this Agreement.

**B.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

**C.** Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8 Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the project available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site, including a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. Contractor shall defend, indemnify, and hold the County, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1. If total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements that may apply under the Prevailing Wage Laws, including Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by

the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor-caused delay and shall not be compensable by the County.

2. The County will not recognize any claim for additional compensation because of the payment by Contractor of any wage rate as a result of the applicability of the Prevailing Wage Laws. The possibility of wage increases is one of the elements to be considered by Contractor in determining a bid and will not under any circumstances be considered as the basis of a claim against the County on the Agreement.

### **XIII. NON-DISCRIMINATION**

Contractor certifies that any service provided or work performed pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

### **XIV. CONTRACTOR'S RESPONSIBILITIES; INDEMNIFICATION**

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. General Indemnification. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by

any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

C. Hazardous Waste Indemnification. Contractor shall indemnify, defend with counsel acceptable to the County, and hold harmless the County, its officers, agents, employees and volunteers from and against all claims, damages, (including but not limited to special, consequential, natural resources and punitive damages) injuries, response mediation and removal costs, losses, demands, debts, liens liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorneys' fees for the adverse party and expenses (including costs and fees) of any kind whatsoever paid, incurred or suffered by, or asserted against, the County arising from or attributable to any acts or omissions of Contractor, its agents, employees, contractors or subcontractors including but not limited to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any hazardous substance or Hazardous Wastes brought to the Facility, the Landfill site or the Licensed Premises during the term of this Agreement, or handled by Contractor or its agents, employees, contractors, or subcontractors at any place where the Contractor conducts operations pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c) and California Health and Safety Code section 25364, to defend, insure, protect, hold harmless and indemnify the County from liability. In circumstances where the indemnified parties are determined or alleged to also have been negligent, California's law on comparative negligence shall apply. The Contractor's obligations under this section shall survive termination of this Agreement.

D. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Contractor and/or subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. In providing any defense under this Section, Contractor shall use counsel reasonably acceptable to the County Counsel.

E. Possessory Interest Tax. Contractor shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes, including any possessory interest taxes that may be created as provided in Revenue & Taxation Code section 107 and 107.6, and any and all franchise fees or similar fees assessed against it due to its ownership of the System, use of the Landfill Premises, or grant of the License provided herein.

## **XV. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general

liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
  - a. **Comprehensive General Liability** – \$2,000,000/occurrence and \$4,000,000/aggregate
  - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
  - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
  - d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
  
2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. [NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.] It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
  - a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
  
  - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a

written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- F.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- G.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.
- H.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

**XVI. WORKERS' COMPENSATION**

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

**WORKERS' COMPENSATION CERTIFICATE**

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

**XVII. NOTICE**

**A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:

Attn: Peter Quigley  
Loci Controls, Inc.  
14 Kendrick Road, Suite 2  
Wareham, MA 02571  
peter@locicontrols.com

County:

Attn: Director  
Department of Community Services  
Division of Integrated Waste Management  
44090 County Road 28H  
Woodland, CA 95776  
marissa.juhler@yolocounty.org

**B.** Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days

prior to the effective date of the change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

**XVIII. CONFLICT OF INTEREST**

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

**XIV. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**XX. AUDITS**

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the

State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

**B.** Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

**C.** Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

**D.** Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

#### **XXI. ASSIGNMENT AND SUBCONTRACTS**

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

#### **XXII. STATUS OF CONTRACTOR; RELATIONSHIP OF PARTIES**

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.
- B. Is further understood that the relationship between the County and Contractor shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. The parties, in performing any of their respective obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.
- C. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.
- D. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

### **XXIII. AMENDMENT**

This Agreement may be amended only by written instrument signed by the County and Contractor.

### **XXIV. WAIVER**

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

### **XXV. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

### **XXVI. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

### **XXVII. ADDITIONAL PROVISIONS**

**A.** Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

**B.** Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons or third parties (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been

given by case law.

**C. Debarment**

1. By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;
  - d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
  - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
  - f. Will included a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this

Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.

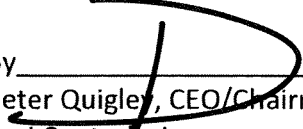
4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

**XXVIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first set forth above.

**CONTRACTOR**

By  \_\_\_\_\_  
Peter Quigley, CEO/Chairman  
Loci Controls, Inc.

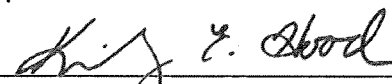
**COUNTY OF YOLO**

By \_\_\_\_\_  
Oscar E. Villegas, Chair  
Board of Supervisors

Attest:  
Julie Dachtler, Senior Deputy  
Board of Supervisors

By \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:

 \_\_\_\_\_  
Kimberly Hood, Assistant County Counsel

# Exhibit A - RFP Excerpt

## I. INTRODUCTION

### A. STATEMENT OF PURPOSE

The County of Yolo, Department of Community Services, Division of Integrated Waste Management ("County"), is requesting proposals from qualified developers ("Respondents") to provide appropriate software and hardware installation which will enable the monitoring and measuring of methane and other gases in a manner such that methane emissions can be more efficiently managed, controlled and limited. Additionally, the Yolo County Central Landfill requires access to the data associated with the monitoring and measuring services that will be used to calculate, validate and determine eligibility for the 45Q tax credit associated with the capture of methane.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

### B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
  - a. Supplier, Vendor, Contractor
  - b. Purchase Order, Contract, Agreement
  - c. Services, Work, Scope, and Project
  - d. Bidder, Offeror, Proposer, Respondent
2. "The County" refers to the County of Yolo, California.

### C. SCOPE OF WORK

#### 1) GENERAL DESCRIPTION/BACKGROUND INFORMATION:

- a. The Yolo County Division of Integrated Waste Management operates the Yolo County Central Landfill, an active landfill and biogas plant at its location at 44090 County Road 28H, Woodland, CA 95776. Biogas is extracted from the landfill through a series of wells that extend into the waste mass and as part of current operations, the wells are manually monitored and tuned on a regular basis.
- b. The County has over 150 landfill gas wells (see Attachment 3) and estimates that approximately 150 landfill gas wells qualify for an automatic well-head control. In addition, the County has eight anaerobic digester cell gas wells (see Attachment 4) and 6 header line locations. It is up to the Respondent to determine which of the landfill gas wells would be best to monitor and control based on the historical data the County can provide.
- c. This project will include the installation of remote monitoring equipment and automated control valves that will have the ability to make continuous, incremental adjustments to maximize the collection of methane from the wellfield.
- d. The County is aware of the 45Q tax credit and is interested in partnering with a Respondent that would share revenues from such tax credit.
- e. 45Q tax credit is for investment in new equipment to enhance the performance of an existing gas capture system from a large emission source.
- f. Threshold for a qualifying facility is 12,500 metric tons/year of CO<sub>2</sub> captured (1,000-1,500 scfm of LFG captured depending on CO<sub>2</sub> concentration). See Attachment 6 for historical CO<sub>2</sub> equivalent emissions (2016-2021).
- g. 45Q requires that a Life Cycle Analysis be conducted on the utilization process considering the global warming potential of all greenhouse gases captured with the

carbon oxides and utilized in the manufacturing process – the destruction of the methane as part of the process of generating electricity from landfill gas results in a very significant emission reduction from this application as demonstrated by the Life Cycle Analysis.

- h. Contractual relationships are permitted for credit ownership between multiple owners of the gas capture system, as well as “utilizer” of the captured landfill gas.
- i. Respondent must provide rationale for percentage of revenue sharing from tax credit based on recovery of capital cost and the annual operation and maintenance costs for either Pricing A or Pricing B. Higher revenue sharing proposal to the County will result in more evaluation criteria points.
- j. Respondent must be familiar with all site conditions to respond to this RFP. Upon finding any omissions or discrepancy in the Proposal documents, the Respondent shall notify the Issuer immediately so that any necessary addenda may be issued. Failure of the Respondent to completely investigate the locations and/or to be thoroughly familiar with the contract documents and all addenda shall in no way relieve the Respondent from any obligation with respect to the Proposal.
- k. The County is seeking proposals from qualified developers for three scenarios:
  - **Pricing A:** County purchases license for software and purchases all equipment. Respondent installs all equipment and provides ongoing monitoring and maintenance services.
  - **Pricing B:** County purchases license for software and Respondent supplies and owns all equipment and provides ongoing monitoring and maintenance services.
  - **Pricing C:** County does not purchase software or hardware, nor pays for maintenance. County receives only a revenue sharing proposal.

Proposals may address any one of the scenarios or provide proposals for more than one scenario, or a combination thereof.

## 2) TECHNICAL SPECIFICATIONS:

### a) CONTRACTOR MINIMUM GENERAL WORK REQUIREMENTS: Contractor shall:

- Furnish all equipment, tools, and labor for the installation of monitoring equipment and controls and any required maintenance for the period of the agreement.
- Provide field service support for continued maintenance, repair, or replacement of the equipment for the period of the agreement. Response to on-site service calls shall be within 1 business day. All costs for labor and materials associated with this support shall be included in the proposed cost.
- Provide remote operating and wellfield tuning support from a landfill gas collection analyst for the period of the agreement. Response times to email or telephone communications shall be within 1 hour during normal business hours. All costs associated with this support shall be included in the proposed cost.
- Be able to demonstrate improvements in the quantity and quality of landfill gas collected from the wellfield as a result of the installation of the equipment.

- Provide the monitoring and verification of the total carbon reduction, as well as preparation and submission of this information for the 45Q tax credit. The County shall be provided access to audit this paperwork at any time. Contractor shall be responsible for reporting accurate information when filing for this tax credit and will be solely responsible for any reporting errors. Contractor shall not take back any County shared revenue based on any discrepancies or errors when filing.
- Contractor shall keep all records, reports and historical data for a period of seven (7) years.

**3) VENDOR MINIMUM REQUIREMENTS:**

- Vendor shall have at least three years' experience with installation of monitoring equipment and controls related to the monitoring and measuring of methane and other gases.
- Vendor shall have at least three years' experience with the monitoring & measuring of methane and other gases.
- The Respondent must hold all current State required contractor licenses to perform this work.
- Vendor shall comply with Prevailing Wage requirements (Labor Code 1720 et sq.) since this is considered a Public Works Project. Per Public Works Contractor Registration Law [SB 854], Contractors and Subcontractors who intend to bid or perform work on this Project must be registered with the Department of Industrial Relations.
- Vendor shall have completed at least one project of the size and scope of this proposal in the last two years.

**4) SOFTWARE/EQUIPMENT SPECIFICATIONS:**

- Vendor shall state the proposed software and hardware required to be used for the monitoring and measuring of gases.
  - This system shall remotely monitor wellfield data and automatically or manually make adjustments to gas targets and valve settings real-time via computer, tablet or cell phone.
  - Yolo County shall have immediate access and ownership of gas well-head data from the County Landfill.
- Vendor shall describe in detail what changes will be made to the existing gas well-heads. Normal and mandatory adjustment of well-heads will continue and any equipment or changes to the well-heads shall not interfere with third-party reporting.
- Regarding valves & controls, vendor shall remotely and automatically make adjustments to the applied pressure at each landfill gas well to optimize gas quality and flow and maximize methane collection
- Vendor shall provide analyzing & monitoring equipment which meets the following requirements:
  - Shall be Solar Powered
  - Shall be compatible with 2", 4" or 6" HDPE or PVC piping
  - Shall include Wireless Communication
  - Shall include Automatic Calibration

- Shall allow Yolo County immediate access to the well-head data as being collected

e) Vendor shall provide the analyzing and monitoring of equipment remotely at each landfill gas well location (assume 158 locations in which 8 locations will be anaerobic digester gas wells) based on sensor accuracy specifications below:

- Methane (with an accuracy +/- 0.5% by volume)
- Carbon Dioxide (with an accuracy +/- 0.5% by volume)
- Oxygen (with an accuracy +/- 0.25% by volume)
- Balance Gas (with an accuracy +/- 1.25% by volume)
- Flow (scfm)
- System Vacuum (in. w.c.)
- Temperature

**NOTE:**

The County will be able to increase or decrease the number of monitoring locations without any additional cost or penalties to the County for the yearly software license fee. Equipment shall be added or delete without penalty to the County. The Vendor shall supply additional equipment at the rates agreed upon in the proposal and any increase rates allowed in the RFP for additional contract extensions.

f) Vendor shall provide the analyzing and monitoring of equipment remotely at each landfill location within the landfill gas header piping (assume 6 locations), based on sensor accuracy specifications below:

- Methane (with an accuracy +/- 0.5% by volume)
- Carbon Dioxide (with an accuracy +/- 0.5% by volume)
- Oxygen (with an accuracy +/- 0.25% by volume)
- Balance Gas (with an accuracy +/- 1.25% by volume)
- Flow (scfm)
- System Vacuum (in. w.c.)
- Temperature

**NOTE:**

The County will be able to increase or decrease the number of monitoring locations without any additional cost or penalties to the County for the yearly software license fee. Equipment shall be added or deleted without penalty to the County. The Vendor shall supply additional equipment at the rates agreed upon in the proposal with any negotiated rate increases allowed in the final agreement for additional contract extensions, consistent with Section VI.I of this RFP (Price Escalation).

g) Vendor shall provide cloud access to the system in real time, 24/7, 365 days a year.

**5) SOFTWARE/HARDWARE ACCEPTANCE TESTING:**

- a) The County reserves the right to test the software/hardware and equipment for a period of ninety (90) days prior to acceptance to determine that the product functions as outlined in this document. During the final phase of acceptance testing if the system is not fully functional the time will reset for a period of thirty (30) days to complete the process.
- b) If problems are still being encountered during this acceptance period, or for any reason, the County isn't satisfied with the performance of the Contractor, software or equipment,

all products will be removed from the site and any service fees or installation costs paid to the Contractor will be reimbursed to the County.

- c) As noted above, failure by the Contractor to provide a system that performs as stated in their RFP response shall result in rejection by the County. If Bidder has any exceptions to this clause, they must be stated clearly in the response.

**6) SOFTWARE/HARDWARE FIXES, UPGRADES & FUTURE SOFTWARE OPTIONS:**

- a) For a period of not less than twelve (12) months, after the County's acceptance of any software or hardware used in this proposal, the Respondent shall correct any and all errors in the software regardless of whether the error is brought to the attention of the Respondent by another user of the software by the County, or by any other person. This shall be considered the minimum warranty period.
- b) **Upgrades/Enhancements**  
For a period of not less than twelve (12) months after the project completion and the County's acceptance of any software used in this proposal, the Respondent shall provide to the County, at no additional cost, any changed or enhanced versions of the software within thirty days after the changed or enhanced versions are made available to customers.
- c) **Future Software Options and Replacement Software**  
The Respondent shall make available after the acceptance date of any software licensing that the County has initially paid, the opportunity for the County to acquire any future software or replacement software within the following options:
  - At the lesser of the Respondent published purchase price for the software license options or replacement software, or
  - The difference between the Respondent's published purchase price for the replacement software or software options and the current or most recent purchaser license fee for the software or software options previously acquired by the County under this Agreement.This provision shall remain in effect for the duration of the lifetime of the software.  
The respondent also will register all software used in this implementation to Yolo County
- d) All software system licensing & maintenance support shall be billed on a yearly basis.

**7) AWARDED CONTRACTOR REQUIREMENT:**

The successful Awarded contractor(s) must supply all insurance requirements as required in the sample County contract Attachment "1," which includes the Yolo County Insurance Requirements in Section XI of the sample contract, as well as a performance bond and a payment bond in the forms attached hereto as Attachment "2" for 100% of the project construction costs.

**D. CONTRACT TERM:** Contractor(s) agrees to provide services as specified in the RFP document for an initial one (1) year term with the option of renewing for up to four (4) additional one year terms based upon mutual agreement for a maximum contract term of five (5) years.

**E. PROPOSAL DEADLINE**

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

**F. SUBMITTING PROPOSALS**

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for vendor support.

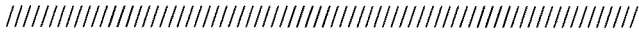
Late proposals shall not be accepted nor shall additional time be granted to any potential Bidder/Offerer.

**G. ADDENDA**

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.



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# Exhibit B- Proposal Excerpt

Yolo County - Bid GSDRFPKK2207

## Exhibit "A" Proposal Transmittal Letter

### Monitoring and Measuring Methane & other Gases

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a) Name and address of Proposer/Contractor.

**LoCI Controls, Inc**  
14 Kendrick Road, Suite 2  
Wareham MA, 02571  
(617) 575-2716

b) A statement that the proposal is in response to this Request for Proposal (RFP).

This proposal from LoCI Controls, Inc. is in response to Yolo County Solicitation GSDRFPKK2207, Monitoring and Measuring Methane and other Gases

c) Affirm that the Proposer meets the minimum qualifications stated in this RFP and understands the work to be done. Provide a statement demonstrating your firm or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the County.

LoCI Controls meets the minimum qualifications stated in this RFP and understands the work to be done. Founded in 2013 by two graduates of Massachusetts Institute of Technology, Loci Controls has developed automated landfill gas collection control technology that increases landfill gas collection and reduces harmful CO<sub>2</sub> and methane emissions from landfills. Loci Controls' automated landfill gas collection control system uses solar-powered measurement sensors mounted directly on each collection well at a landfill and uses cloud-based algorithms and analytics to make frequent, small flow adjustments to each collection well to optimize the gas collection process. Based on an independent, peer-reviewed study, Loci Controls' automated landfill gas collection system resulted in a 13% – 24% increase in landfill gas captured (and, correspondingly, emissions reduced) compared to industry standard manual well-field tuning. Through their technology and process, and as verified by independent lifecycle analysis, Loci has demonstrated the capture and utilization of carbon oxides to generate electricity from landfill gas reduces carbon oxide emissions by on an average 50,000 metric tons per year at a single project.

d) State the names of the persons who will be authorized to make representations for the Proposer, their job titles, addresses, telephone numbers and e-mail addresses.

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**LOCI CORPROATE OFFICE**  
14 Kendrick Road, Suite 2  
Wareham, MA 02571



Yolo County - Bid GSDRFPKK2207

**Peter Quigley**  
CEO/Chairman  
14 Kendrick Road, Suite 2  
Wareham, MA 02571  
Mobile: 508-728-4426  
Email: [peter@locicontrols.com](mailto:peter@locicontrols.com)

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Email: [raynor@locicontrols.com](mailto:raynor@locicontrols.com)

**Matt Taylor**  
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**Nicole Neff**  
Director of Environmental Attributes  
14 Kendrick Road, Suite 2  
Wareham, MA 02571  
Mobile: 360-801-0899  
Email: [nicole@locicontrols.com](mailto:nicole@locicontrols.com)

- e) The name, title and original signature of the individual who is authorized to commit the contractor to the proposal. State that the person signing the letter is authorized to bind the Proposer. (Contractor additionally to fill out supplied County Signature Page)

**Peter Quigley**  
CEO/Chairman  
14 Kendrick Road, Suite 2  
Wareham, MA 02571  
Mobile: 508-728-4426  
Email: [peter@locicontrols.com](mailto:peter@locicontrols.com)

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## Exhibit B – Proposal Questionnaire

### Monitoring and Measuring Methane & other Gases

#### INSTRUCTIONS:

- The Evaluation Criteria specified below will be used to score proposals as stated in the RFP **Section III., Paragraph Q.** Award of Proposal.
- Proposers shall provide the information requested in the Evaluation Criteria specified below, in the order given.

#### I. General Company Information

- A. Company Overview—provide an introduction and general description of Proposer’s background, nature of business activities and experience in providing the services requested by this RFP. If Proposer is the subsidiary of a larger corporation, describe the relationship and also the extent to which your parent corporation is financially obligated to uphold the commitments made by Proposer.

LoCI is a real time data and control platform company that uses a patented technology to increase methane capture and reduce emissions from landfills.

Founded in 2013 by MIT graduates, the Company’s patented technology combines on-site measurement system with cloud-based software, data management and automation, and field as well as remote operating support. The result is improved methane capture and emission reduction from landfills for our gas collection system operators who convert methane to Renewable Natural Gas or Renewable Electricity. More methane captured means increased revenue and financial returns for both landfills and the downstream RNG or Electricity producers who use landfill gas as a feedstock.

LoCI is led by Peter Quigley, CEO & Chairman, a seasoned leader in disruptive energy technologies. The Company’s proprietary platform leverages algorithms and automation to optimize the gas collection process based on real-time data and is also supported by a team of analysts who operate remotely, monitor measurements, and respond in real-time to atmospheric or changing gas collection system conditions.

LoCI is the lowest cost, no land-use, high-impact solution to slow the rate of global warming and generate environmental attributes across the methane reduction ecosystem.

- B. Describe your agency’s background and depth of ability to ensure services are provided, including:
1. The total number of employees.  
41 Employees

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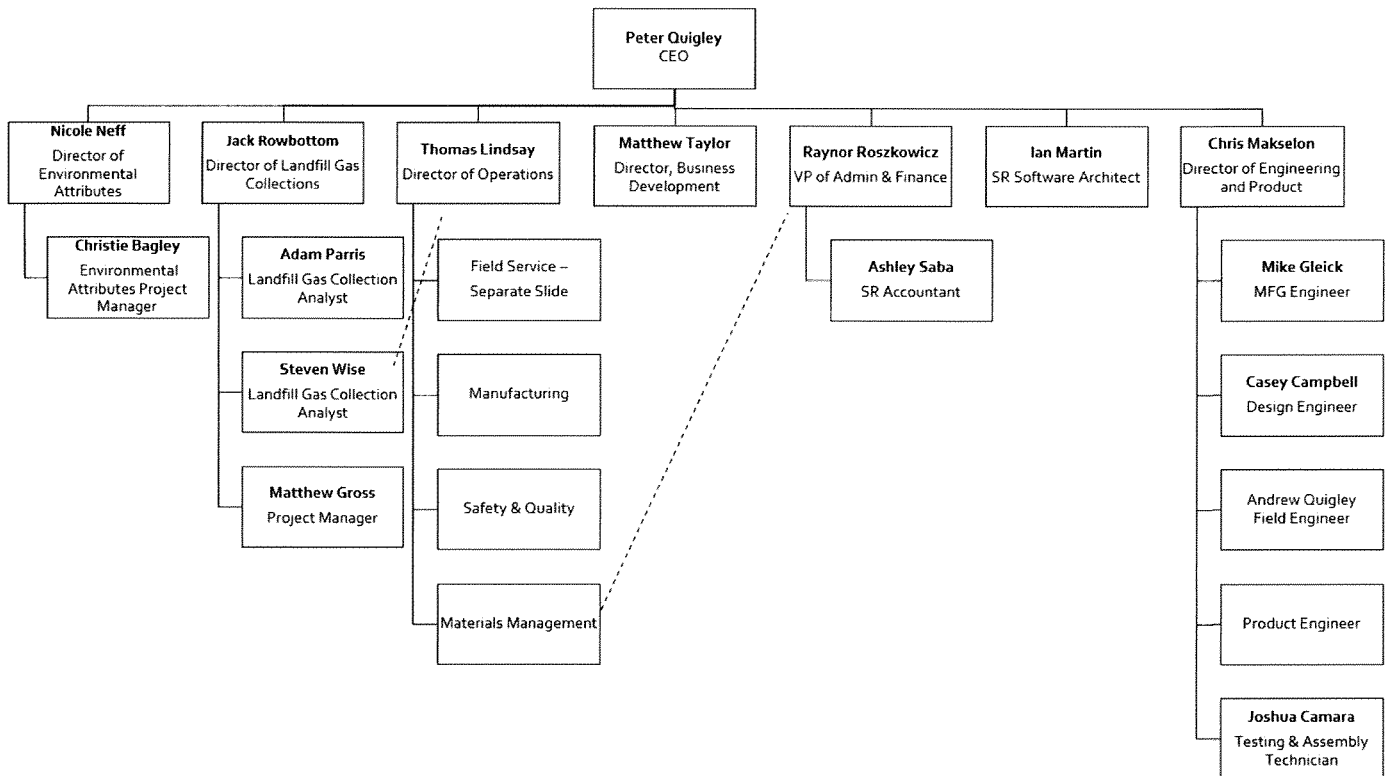
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2. A description of your agency's business structure, including an organizational chart, and names and descriptions of key personnel, who will be assigned to provide services.

LoCI Controls is a corporation, org chart attached

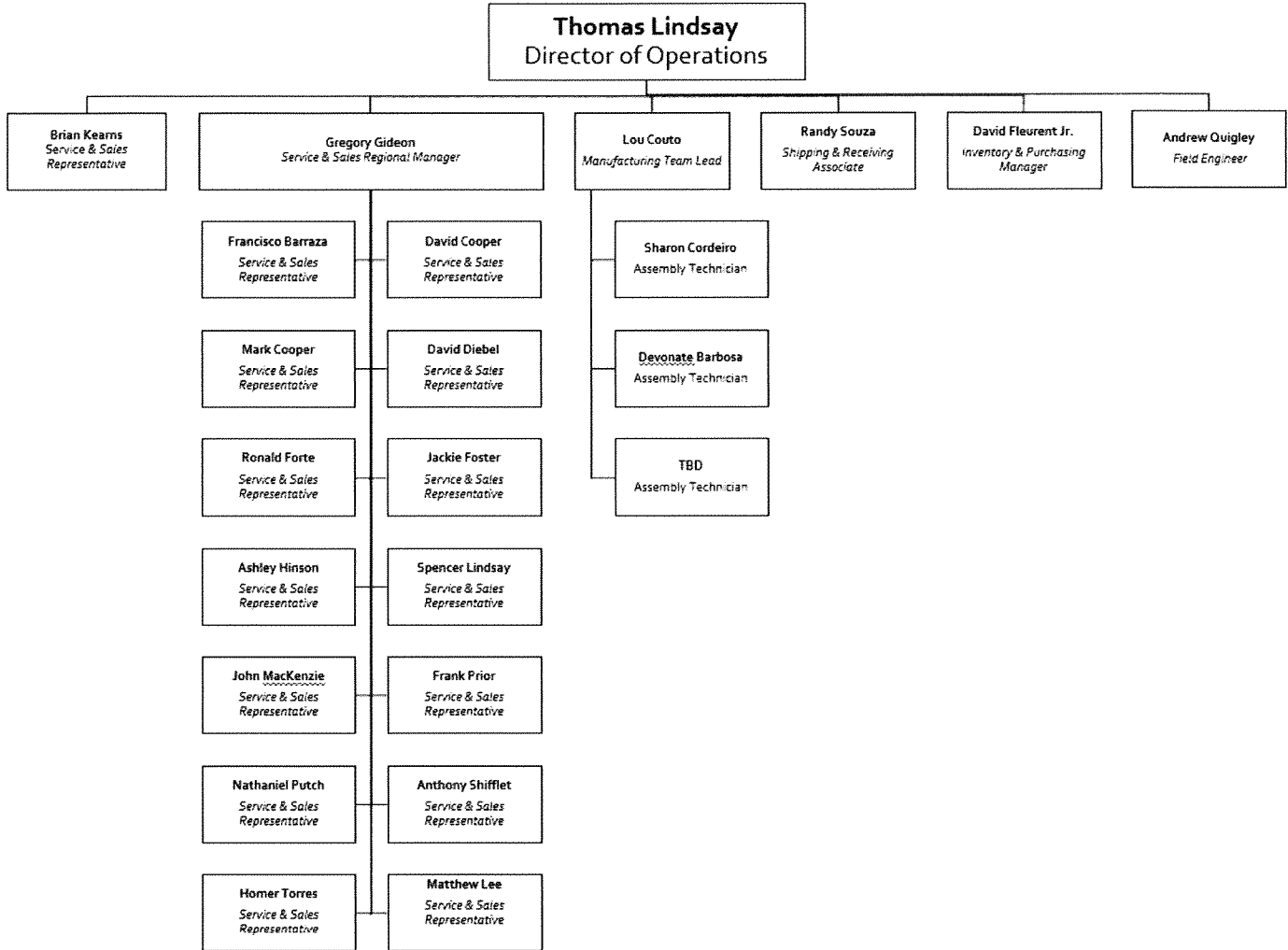
LOCI CONTROLS, INC.  
Organization Chart  
2022



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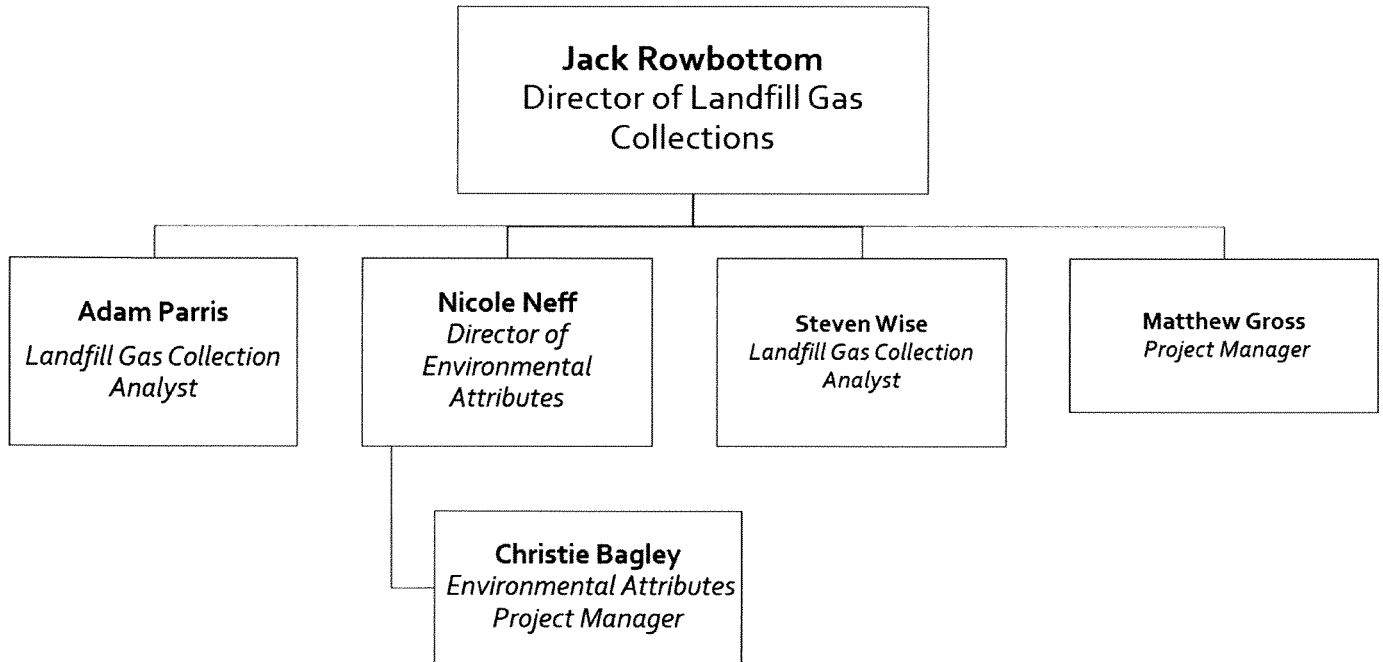
LOCI CONTROLS, INC.  
Organization Chart  
2022  
Operations



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LOCI CONTROLS, INC.  
Organization Chart  
2022  
Landfill Gas Collection Team



**Key Personnel:**

Peter Quigley - CEO / Chairman

Raynor Roszkowicz - VP of Admin & Finance / Corporate Secretary

**Providers of Services:**

Thomas Lindsay – Director of Operations

Jack Rowbottom – Director of landfill gas collection

3. List all applicable licenses, certifications, and expiration dates including DIR Registration#

No applicable licenses. NO DIR # - LoCI can apply if needed

## II. Experience & Qualifications

### A. Vendor Minimum Requirements

**Provide documentation regarding how you meet the following minimum requirements:**

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1. Vendor shall have three years' experience with installation of monitoring equipment and controls related to the monitoring and measuring of methane and other greenhouse gases.

LoCI Controls was founded in 2013 by MIT graduates, LoCI Controls is the first company to provide automated landfill gas collection. LoCI utilizes patented and patent pending technology and control algorithms to monitor and control the landfill gas -collection process. Through continuous monitoring and control of the landfill gas-collection system, LoCI increases gas-collection system efficiency. LoCI increases methane collection, gas quality, and profits for landfill gas-to-energy project operators. Through the use of wellhead monitoring and automated control, both plant and employee productivity are also improved, and there is a significant reduction in man-hours spent manually tuning wells in vast wellfields. LoCI's products and services are proven to improve gas-collection efficiency while reducing fugitive emissions and odors emanating from landfills.

2. Vendor shall have three years' experience with the monitoring & measuring of methane and other greenhouse gases.

LoCI has more than five years of experience operating on a commercial basis real time data and automated landfill gas control systems at landfills in the United States. LoCI's automated landfill gas collection equipment is currently operating at over 30 landfills as of December, 2022, with just under 2,000 collection points at these landfills with LoCI Controller or Sentry hardware units installed and operating. LoCI has published three joint industry papers with Energy Power Partners McCommas Bluff RNG project, who has used LoCI's real time data and automated control system since 2017 (with over 225 collection points with LoCI Controllers), Enerdyne Power System, Lawrence, KS RNG project in July 2018 – with over 200 Controllers installed currently, along with Aria RNG project at OK City which operated between 2018 and Aria's sale to Archaea Energy, in 2021.

LoCI is currently provided real time data and control systems at 17 landfill RNG projects, and three landfill gas to electricity projects. Two of the landfill gas to electricity projects have validated/verified carbon credit projects per the American Carbon Registry voluntary carbon credit standard, and one of these projects will be the first project where Federal 45Q tax credits for carbon capture and utilization will be filed – South Wake County landfill, North Carolina.

**Energy Power Partners – [www.energypowerpartners.com](http://www.energypowerpartners.com)**

**McCommas Bluff Landfill** – Dallas, TX

Project Start – July 2017

Current Configuration – 225 Controllers, 20 Sentries

Video – DCEMB Case Study [https://youtu.be/33\\_WcvJxidY](https://youtu.be/33_WcvJxidY)

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**Enerdyne Power Systems Inc.** – <http://landfillgroup.com/enerdyne/>

**Aria, OK City Project** – [www.locicontrols.com](http://www.locicontrols.com)

3. Vendor shall have completed at least one project of the size and scope of this proposal in the last two years.

As noted above, LoCI's South Wake County Project which started in January, 2022 will be the first project to generate 45Q tax credits. Landfill gas collection at this project is over 2,600 scfm, with a on-site electricity generating facility owned/operated by Ingenco, with an installation of LoCI's real time data and control system on all collection wells, aggregate header monitoring, and also includes 29 real time liquid level measurement systems on collection wells with pumps.

As outlined above, LoCI has extensive operating experience on a commercial basis on landfill renewable natural gas projects, of similar and larger scale to the Yolo County landfill gas collection system.

### III. Capabilities and Skill

#### Vendor shall:

1. Provide information showing they possess the knowledge, understanding and specialized experience required in methods, techniques, technology, and guidelines required for the performance of the required work in this RFP.

LoCI is the market leader in the development, and commercialization of real time data and automated control technology to improve landfill gas collection operations, and to minimize emissions. LoCI's data, hardware, automation platform is the subject of nineteen issued US Patents, and additional US and foreign patents are pending.

LoCI has also been the market leader in leveraging public policy opportunities to add value to landfills that use real time data and control technology. LoCI worked with the American Carbon Registry to create a peer reviewed carbon credit standard that could generate emission reduction voluntary carbon credits at NSPS regulated landfills. In addition, LoCI has been a leading advocate with the US Government – Treasury, IRS, DOE and EPA, involving the application of the 2018 tax credit, 45Q – Carbon Capture, Sequester, Storage and Utilization – by submitting public comment during the rule making process in both 2019 and 2020, as well as giving public oral testimony to the US Treasury Department during rule making process in September 2020. With the recent passage, August 2022, of the Inflation Reduction Act, LoCI has continued this leading advocacy position with further submission of public comment in response to the IRS and US

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Treasury department request for public comment on 45Q law based on modifications made in the Inflation Reduction Act.

The LoCI - South Wake County - Ingenco landfill gas to electricity project, which commenced in January, 2022, will be the first 45Q project in the landfill gas to energy industry to be filed under the 2018 law.

2. Provide a summary of relevant background information to demonstrate the vendor, employees and subconsultants/subcontractors have the capacity and capability to perform the work required in this RFP. Include resumes of key personnel and subconsultants who will be working on this project.

As outlined above, LoCI's real time data and control system has been operating for up to five years, and today is on more than thirty landfills in the US, with approximately 20% of all of the operational landfill gas to renewable natural gas projects in the US utilizing LoCI's real time data and automated control system to optimize gas collection operations.

3. Provide information demonstrating comprehensive knowledge and experience of relevant emission and environmental laws and regulations, and experience with implementation of projects related to such laws and regulations.

As noted above, LoCI worked with the oldest voluntary carbon registry in the United States, the American Carbon Registry, to develop a new standard that allows landfills which use LoCI's real time data and automated control system to generate carbon credits for incremental improvement in methane capture, and emission reduction, compared to historical manual well field tuning performance at landfills.

<https://americancarbonregistry.org/carbon-accounting/standards-methodologies/landfill-gas-destruction-and-beneficial-use-projects>

In addition, LoCI has been in discussions with the California Air Resource Board, and has submitted public comment on the ongoing LCFS rule making process, to advocate methane emission reduction recognition under the Low Carbon Fuel Standard program, to allow landfills which use a real time data and control system and which increase methane capture, and reduce emissions – to generate methane emission credit (-500 carbon intensity) – which we are optimistic could be incorporated in CARB LCFS regulations in the future.

On most significant for this proposal, the public record supports that no company has advocated more consistently and forcefully for the application of the 2018 45Q tax credit to the landfill gas

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to energy sector. As noted above, the LoCI, Wake County, Ingenco project will be the first project in the landfill gas to energy sector, to file a 45Q tax credit for 2022 results at this project.

#### IV. Proposer's Understanding of Project & Location:

##### Vendor shall:

1. Provide a summary of your understanding of your responsibilities should you be awarded this contract.

This should include the following:

- a) Describe in detail what changes will be made to the existing gas well-heads. Normal and mandatory adjustment of well-heads will continue and any equipment or changes to the well-heads shall not interfere with third-party reporting.
- b) Regarding valves & controls, vendor shall remotely and automatically make adjustments to the applied pressure at each landfill gas well to optimize gas quality and flow and maximize methane collection. Vendor shall explain how their system performs this function and provide a sample of the reports that can be generated.

##### LoCI – Controller

The LoCI Controller is a core component of LoCI's well-mounted landfill gas collection system, increasing gas collection system efficiency, improving productivity, and reducing environmental, health, and safety risks. The LoCI Controller is recommended for all active collection wells in the landfill gas collection system.

##### Features

- Measures landfill gas composition (methane, oxygen, carbon-dioxide, calculated balance gas), landfill gas temperature and ambient temperature and barometric pressure
- Measures flow at each collection well using patented Venturi Flo-Wing to reliably measure flow
- Pressure applied to the collection well, as well as system or available vacuum (pressure above or below the LoCI actuated valve).
- Actuated ball valves available in 2", 3" or 4" sizes
- Data displayed in real-time on the WellWatcher® user interface
- Automated, precision-controlled ball valve that regulates flow at each well
- Automated control based on LoCI's control algorithms or landfill collection system operators' collection system set points, or via "remote manual" valve adjustments.

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### **LoCI – Sentry**

Used in conjunction with LoCI's Controller, the Sentry monitors gas composition at headers or at the inlet to the plant, to provide aggregate or sectional data for wellfield oversight. Where a flow meter is installed in a header, or at the aggregate gas collection point, the data from the flow meter can be integrated into the Sentry system. Installation of the LoCI Sentry is recommended to integrate plant-level aggregate gas quality into the LoCI Control system and also Sentry's should be used at gas collection system header lines to provide wellfield sectional analysis to help diagnose sub-surface or air intrusion from a section of the collection system.

### **Features**

- Measures landfill gas composition in header ((methane, oxygen, carbon-dioxide, calculated balance gas))
- Input of external thermister for header or aggregate landfill gas temperature, or input of external flow meter data.
- Data displayed in real-time on the WellWatcher® user interface

### **LoCI – Liquid Level Measurement**

Liquid levels inside individual collection wells in a landfill gas collection system can significantly impact overall gas collection system efficiency. Proper control and measurement of liquid levels ensures that a sufficient length of perforated wellbore is exposed, ensuring effective gas collection.

LoCI Controls can integrate liquid level measurement into the LoCI Automated Landfill Gas Collection System and WellWatcher® user interface to improve landfill gas operations, reduce field response times, and ensure more efficient downhole pump maintenance.

### **Features**

- Air-tight measurement system that measures liquid levels inside wellbore within +/- 1 ft. accuracy
- Electronic alerts (texts or e-mails) to notify on-site personnel when liquid levels exceed thresholds
- Standard well caps can be used with LoCI's liquid level measurement system

### **WellWatcher®**

At the heart of the LoCI system is the WellWatcher® analytics and control platform. It is cloud-connected data and control technology that provides landfill gas collection system operators 24/7/365 real-time visibility into the entire wellfield, increasing methane collection system efficiency, improving productivity, and reducing harmful emissions.

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### Features

- Cloud-based user interface and data analytics platform providing landfill gas collection visibility, improved safety, boosted performance, and streamlined operations
  - Graphical user interface allows real-time wellfield accessibility 24/7/365 via desktop, laptop, or tablet
  - Map view or table view with exportable data for both individual wells and aggregate wellfield data
  - Operator configured automation and alert thresholds, on a system basis as well as on an individual collection well basis.
  - Monthly gas collection system reporting.
  - All landfill gas collection system data is secured using TLS encryption and certificate-based host authentication; servers are hosted at Amazon Web Services (AWS), an ISO-27001-certified cloud provider
- c) Be able to demonstrate improvements in the quantity and quality of landfill gas collected from the wellfield as a result of the installation of the equipment. Provide information on how vendor is able to do this with their system.

LoCI will prepare quarterly reports on the gas collection operations, using the methodology established pursuant to the peer reviewed American Carbon Registry, to calculate the incremental methane captured, and decrease in emissions, resulting from leveraging real time data and automated control technology to enhance gas collection system operations at Yolo County. It would also be expected that aggregate gas collection and MMBTU flow to the Yolo County electricity generating facility will reflect an increase in methane capture, and resulting emission reduction through leveraging of real time data and control technology to support Yolo County operations.

- d) Provide knowledge of and any experience filing for the 45Q tax credit.

The IRS did not finalize rules for 45Q tax credits pursuant to the 2018 law until January 2021, and immediately upon the transition to the Biden Administration, it was made clear in public statements that a top environmental priority of the Biden Administration was to change 45Q to increase the incentives, and accelerate the impact of emission reduction which is the goal of the tax credit. Throughout 2021 there were very public announcements about these planned policy changes, and it wasn't until late 2021 that finally the opposition by US Senator Joe Manchin to the "Build Back Better" law prevented changes to 45Q. LoCI held off starting our first 45Q project while these very public deliberations were ongoing, and decided to launch our first 45Q project which started operation in January, 2022 at Wake County North Carolina, to ensure that we were in a position to file a 45Q tax credit for 2022 results. Since 45Q is a tax credit, the filing of tax



returns is only done once per year, so the Wake County project will be the first 45Q landfill gas to electricity tax credit filed under the 2018.

In August, 2022 the Inflation Reduction Act (IRA) included changes to 45Q that had been discussed previously, and any project, including Yolo County project if LoCI is successful with this response to request for proposal, will have the benefit of enhancements made to the 45Q tax credit program and passed into law per the IRA.

- e) Provide information on how their system monitors and verifies of the total carbon reduction in order to file for the 45Q tax credit

The 45Q tax credit is a credit to stimulate investment to improve the gas capture system at an industrial facility which captures at least 12,500 metric tons per year of Carbon di-oxide. The credit in the case of 45Q applied to LoCI – Yolo County landfill gas to electricity project, would be equal in a tons per year, the total amount of CO<sub>2</sub> which is collected by the landfill gas collection system with the new real time data and control system, which is used as integral component part of landfill gas – to generate electricity. It is necessary to measure the CO<sub>2</sub> concentration, and flow of aggregate gas collected that is used in the electricity production process., as well as reporting on the amount of electricity produced from the landfill gas.

- f) Provide rational for percentage of revenue sharing from tax credit based on recovery of capital cost and the annual operation and maintenance costs for Pricing A, Pricing B and/or Pricing C scenarios.

LoCI has pioneered the qualification of landfill gas to electricity, and real time data and automated controls – and has incurred exclusively at our expense both the development of LoCI’s patented system, as well as the “pathway” to create 45Q tax credits through the use of LoCI system at landfills.

Two cost proposals are provided in response to this RFP:

Scenario A where Yolo County purchases the equipment and LoCI provides support both on location, and remote, and would result one time expense for Yolo County to purchase LoCI hardware platform of \$1,552,600, and on an annual operating expense and software license to operate LoCI’s real time data and automated control system for \$367,600 per year. Based on a projected capture and use of CO<sub>2</sub> with the LoCI system, of approximately 16,000 Metric Tons per year pursuant to 45Q tax credit, this would generate just under \$1M per year of 45Q tax credit, of which 50% would be to the benefit of Yolo County. In addition, through the use of LoCI’s real time data and automated control system, it is expected that methane and CO<sub>2</sub> capture will increase by 10% - 20% as compared to gas collection with manual wellfield tuning operations –

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which should result in incremental electricity produced from the Yolo County landfill gas to electricity plant.

Scenario B – LoCI would provide a software license, the real time data and control system hardware, as well as both on site as well as remote support for Yolo County’s gas collection system operations, would cost Yolo County \$0 annually, and would generated approximately \$200,000 45Q tax credits annually during the term of this project.

**V. Proposer’s Approach to Project & Project Schedule:**

Vendor shall:

1. Provide a detailed plan for changes to the present system. This implementation plan must include all work scope required by the County.

LoCI Controller is mounted downstream of the manual valve on Yolo County wellheads, on the vacuum riser, and minimum if any modification to the Yolo County infrastructure is required – repairs of ageing kanaflex hoses, or wellhead caps/seals are often recommended at time of LoCI system installation to ensure overall gas collection system is in good working order, and to minimize leaks/air intrusion. Individual Controller installations normally require one man hour per unit, and can be removed and system restored to condition before LoCI system installation in less than one man hour per unit.

Sentry devices are header monitoring devices, and depending on header locations – if buried or above ground – and if there are any sample ports, little or no modification to headers are required for Sentry monitoring equipment installation.

2. Provide a detailed explanation of the vendor’s approach to this implementation.

LoCI’s field service organization will conduct an installation survey, and have a follow up planning discussion with Yolo County personnel to agree upon installation plan, timing, schedule, and responsibilities. Ordinarily, a pre install survey would be conducted within two weeks of having signed agreements to move forward, and installation could be scheduled by mutual agreement after installation planning review meeting.

After LoCI system is installed, for one to two weeks LoCI’s Controllers would have the valve 100% opened and the manual valve would continue to control vacuum applied to the collectors. This time period is to troubleshoot the installation, and LoCI equipment, and begin to characterize the individual gas collection wells performance and behavior. In consultation with Yolo County operations – a transition to LoCI control would be agreed, and would normally occur in phases over the course of one week, say with 20% of the collectors being transitioned to LoCI system control – by

slowing opening the manual valve, while close the LoCI valve, until the applied vacuum after transition to LoCi control, matches the applied vacuum immediately before transition.

Transition to LoCI system control would be expected within 2 – 3 weeks from installation.

3. Provide an estimated implementation plan with various milestones for both the software and equipment hardware.

Upon transition, Yolo County personnel would be given access to LoCI WellWatcher User Interface and operating platform, and working in coordination with LoCI analyst supporting Yolo County gas collection operations, individual gas collection well automation and alerting set points will be discussed and agreed, and implemented.

4. Provide the personnel available on a daily basis and on an emergency basis if the system fails.

To support this project, and Yolo County's gas collection operations, LoCI will employ a full time field service representative who will be available on daily basis to support this project. The manual valve will remain as is and can always be adjusted on an emergency basis by Yolo County on site personnel – and in addition to LoCI field service representative dedicated to this project, LoCI will designate a lead analyst who will be providing remote support for the operation of LoCI's system and to ensure that the use of our real time data and control system provides value for Yolo County. LoCI has an analyst on call and reachable by phone 24/7/365 for emergency support as needed.

5. Discuss how involved County staff will need to be in the installation of the system. Include how many staff members will be needed and how many estimated hours the County personnel will be devoted to the implementation.

There would be very little if any county staff needed to support the installation of LoCI system, other than if issues with the collection system were identified by LoCI field service personnel while in the process of installing LoCi Controllers or Sentry hardware.

LoCI's analyst and field service representative would work closely with Yolo County gas collection operating team to work collaboratively to ensure the gas collection system is operated in accord with Yolo County's objectives. LoCI system generates a daily site status report, to identify collectors on a daily basis that warrant priority follow up – and generally a brief meeting is held daily with LoCI on site and remote personnel who would be involved with this project to discuss priorities and follow up action. Any Yolo County personnel could participate if they chose in this daily site review – normally 15 min – 30 min per day. We would also recommend higher level review of performance, concerns, and opportunities to improve collection on a weekly basis to start – ½ - 1 hr meeting weekly.

## **VI. Cost Proposal**

When preparing cost worksheet, Contractor shall submit pricing as follows:

The Cost Proposal must be recorded on the forms, included as Exhibit C-1, C-2 and C-3 to this RFP, or an exact duplicate thereof. The Cost Proposal shall specifically record the exact cost amounts proposed. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period. The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the County may determine the proposal to be nonresponsive and reject it.

**(The cost proposal must be uploaded as a separate document from the rest of the proposal.)**

## **VII. Responsiveness/Responsibility**

1. Have you ever defaulted on a contract? If yes, where and why? - No
2. Has your firm ever been suspended or debarred by any government agency? If yes, please explain. - No
3. In the past five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration? - No
4. Describe the process by which your firm resolves problems with clients.

LoCI's system must deliver value to our customers if we are going to continue to provide our service or support for our customer's operations. If our customer is not satisfied with our performance, it is incumbent upon LoCI to resolve issue to the satisfaction of our customer – or we do not believe we will continue to provide our products and services in the future. If problems can not be resolved with personnel on site, meetings and or discussions with management would be expected to clearly identify the root cause of the conflict, and to find solutions. LoCI's business model depends on ongoing service and support so we fully recognize that if our customer, Yolo County is not satisfied with our performance, that it is our responsibility to make sure we take effective correction action.

5. Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal. There are no conflict of interests which we have had or anticipate associated with LoCI's services pursuant to this proposal.



**VIII. Past Performance/References**

Using Exhibit D-Previous Customer Reference Form, length may exceed one (1) page, provide Previous Customer References with a list of contacts (including names, phone numbers, e-mails and date of original contracts) for whom you have performed comparable emission-collection projects, preferably during the past five (5) years. Preference for California state or local government agencies or within the greater Sacramento area. Using Yolo County or its employees as references is not recommended. If possible, references should be from the projects listed above.

RFP Coordinator will conduct reference checks using the information provided on the Customer Reference Form.



**Monitoring and Measuring Methane & other Gases RFP  
COST PROPOSAL FORM-EXHIBIT C-3**

Item#	Proposal Scenario C Description of Services
	TOTAL COST - \$0 – LoCI will provide LoCI real time data and automated control system, and necessary remote and on-site labor to support the gas collection operations – and be responsible for all cost for preparing 45Q tax credit filing. A license to use LoCI WellWatcher UI/software also is included in this \$0 cost Scenario C proposal.
1	Revenue Share (Percentage to County for tax credit) All software, equipment & maintenance would be provided at no cost to the County) – 20% share of 45Q tax credits for Yolo County.
<b>Amount</b>	

The Cost Proposal must be recorded on the forms, included as Exhibit C-1, C-2 and C-3 to this RFP, or an exact duplicate thereof. The Cost Proposal shall specifically record the exact cost amounts proposed. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period. The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the County may determine the proposal to be nonresponsive and reject it.

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**Exhibit C**  
**WORKERS' COMPENSATION CERTIFICATE**

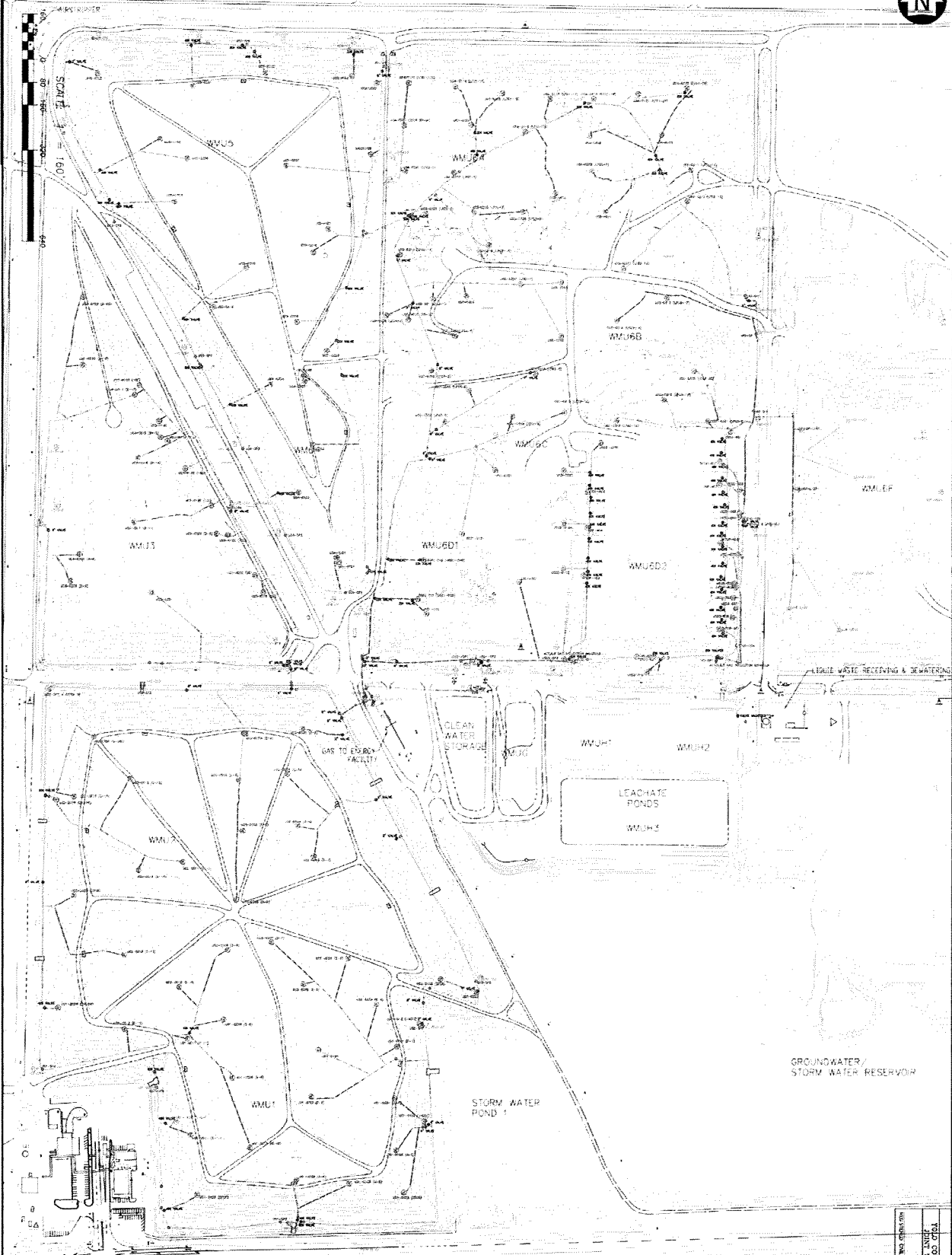
I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

**CONTRACTOR**

By  \_\_\_\_\_  
Peter Quigley, CEO/Chairman  
\_\_\_\_\_  
Print Name/Title

**EXHIBIT D**



SHEET NUMBER 1	YOLO COUNTY CENTRAL LANDFILL JOINT TECHNICAL DOCUMENTS <b>FIGURE 11</b> LANDFILL GAS COLLECTION SYSTEM	YOLO COUNTY DEPARTMENT OF COMMUNITY SERVICES DIVISION OF INTEGRATED WASTE MANAGEMENT 44090 County Road 2811 Woodland, CA 95776 9101 Phone: (930) 666-8852 FAX: (930) 666-8853	DESIGN BY	REVISIONS	APP
			DRAWN BY: BD CHECK BY: JK	01/03/22 1. MM/20/YY MM/20/YY 2. MM/20/YY MM/20/YY 3. MM/20/YY MM/20/YY 4. MM/20/YY	

WARNING: THE ORIGINAL OCCURS IN GREEN, RED, BLUE AND A BLACK GROUND RESERVOIR



## Exhibit F

### Requirements Applicable to the System Installation and Operation

**Section F.1** Prohibition Against Use of Tobacco. All properties and facilities owned, leased or operated by the County are tobacco-free workplaces. No person on, at or in any County-controlled property or facility, including, without limitation, the Landfill Premises, may smoke, chew or otherwise use tobacco products. Contractor shall be responsible for: (i) informing any and all persons present on or at the Landfill Premises on account of the Installation Work about the County's tobacco-free policy; and (ii) strictly enforcing such policy with respect to the Landfill Premises. The Contractor and each of its subcontractors shall require that any person present on or at the Landfill Premises on account of the Installation Work who violates such policy must permanently leave the Landfill Premises and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Landfill Premises.

**Section F.2** Prohibition Against Use of Drugs.

(a) County Drug-Free Policy. All properties and facilities owned, leased or operated by the County are drug-free workplaces. No person on, at or in any County-controlled property or facility, including, without limitation, the Landfill Premises, may: (i) engage in the unlawful manufacture, dispensation, possession, or use, including being under the influence, of any controlled substance, (ii) possess or use any alcoholic beverage, or (iii) use any substance which may cause significant impairment of normal abilities. Contractor shall be responsible for: (i) informing any and all persons present on or at the Landfill Premises on account of the Installation Work about the County's drug-free policy; and (ii) strictly enforcing such policy with respect to the Landfill Premises. The Contractor and each of its subcontractors shall require that any person present on or at the Landfill Premises on account of the Installation Work who violates such policy must permanently leave the Landfill Premises and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Landfill Premises.

(b) Drug-Free Workplace Certification. Contractor is hereby made subject to the requirements of Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990.

**Section F.3** Compliance with Labor Requirements. The Installation Work is a "public works" project as defined in Section 1720 of the California Labor Code ("Labor Code") and made applicable pursuant to Section 1720.6 of the Labor Code. Therefore, the Installation Work is subject to applicable provisions of Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 et seq. (collectively, "Labor Law"). Contractor acknowledges that, as provided by Senate Bill 854 (Stats. 2014, Ch. 28), the Project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").

**Section F.4** Compliance with Labor Code Requirements. Contractor must be, and shall be deemed and construed to be, aware of and understand the requirements of the Labor Law that require the payment of prevailing wage rates and the performance of other requirements on public works projects. Contractor, at no additional cost to the County, must: (i) comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of prevailing wage rates, inspection and submittal (electronically, as required) of payroll records, interview(s) of workers, et cetera; (ii) ensure that its Subcontractors are aware of and comply with the Labor Law requirements; (iii) in connection with Labor Law compliance matters, cooperate with the DIR, the County and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the Installation Work, including, without limitation, postings required by DIR regulations. A Subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Installation Work. Wage rates for the Installation Work shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Contractor shall be responsible for compliance therewith:

- (a) Section 1735: Anti-Discrimination Requirements;
- (b) Section 1775: Penalty for Prevailing Wage Rate Violations;
- (c) Section 1776: Payroll Records;
- (d) Sections 1777.5, 1777.6 and 1777.7: Apprenticeship Requirements;
- (e) Sections 1810 through 1812: Working Hour Restrictions;
- (f) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and
- (g) Section 1815: Overtime Pay.

**Section F.5** Requirements for Payroll Records. Contractor must comply with all applicable provisions of Labor Code Sections 1776 and 1812, which relate to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the County, the DIR Division of Labor Standards Enforcement, and the DIR Division of Apprenticeship Standards. The payroll records must be certified and made available as required by Labor Code Section 1776.

**Section F.6** Contractor Registration. On and after March 1, 2015, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works

project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

**Section F.7** Failure to Comply with Applicable Prevailing Wage Requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's completion of the Installation Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by County. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any of its subcontractors.

**Section F.8** Permits and Licenses. Contractor, its subcontractors, and all of their respective employees and agents: (i) shall secure and maintain in force at all times during installation, operation and maintenance of the System such licenses and permits as are required by law; and (ii) shall comply with all federal and State, and County laws and regulations, and other governmental requirements applicable to the System as provide in Section XII of the Agreement. Contractor or its subcontractors shall obtain and pay for all permits and licenses required for the performance of, or necessary in connection with, the installation, operation and maintenance of the System, shall give all necessary notices and deliver all necessary certificates to the County, and shall pay all license fees arising from the use of any material, machine, method or process used in installing, operating and maintaining the System. Contractor shall be solely responsible for all charges, assessments and fees payable in connection with any such licenses, permits, materials, machines, methods, and processes.

**Section F.9** Installation Work; County Option to Review. Contractor shall provide County with an opportunity to review all construction plans and designs, including engineering evaluations of the impact of the System prior to Contractor commencing installation. Contractor shall provide the County with at least 30 days' notice prior to commencement of System installation so County has a reasonable opportunity to review the construction plans and designs. Contractor shall perform the System installation work at the Landfill Wellfield between the hours of 7:00 a.m. and 7:00 p.m. in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

**Section F.10** System Testing. Contractor shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by providers of similar systems in the United States. Contractor shall provide the County with reasonable advanced notice of such testing and shall permit the County or the County's representative to observe such testing. The County's observation of such testing shall not be

construed as or deemed an approval of such testing or test results.

**Section F.11** Contractor's Covenants. Contractor covenants and agrees to the following:

(a) Notice of Damage or Emergency. Contractor shall: (i) promptly notify the County if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (ii) immediately notify the County if it becomes aware of any event or circumstance relating to the System, the Landfill Wellfield or the Premises that poses a significant risk to human health, the environment, the System the Landfill Wellfield or the Premises. In the event of damage to the Landfill Wellfield or the Premises caused by, or as the result of, the System, Contractor shall, at its sole cost, repair said Landfill Wellfield or the Premises to the condition existing prior to such damage.

(b) Liens. Contractor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Contractor's performance or non-performance of its obligations hereunder. If Contractor breaches its obligations under this Section, it shall (i) immediately notify the County in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to the County, and (iii) defend and indemnify County against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) System Condition. Contractor shall take all actions reasonably necessary, including but not limited to repair and maintenance, to ensure that the System is capable of operating at a commercially reasonable continuous rate throughout the Term.

(d) Capture Data. Contractor shall provide the County with access to System gas capture data in electronic format, such as tabular Excel or csv with each production unit in a separate cell, or in another format reasonably requested by the County. Capture data could be delivered monthly or by granting the County access to a web portal.

**Section F.12** The County's Covenants. The County covenants and agrees as follows:

(a) Notice of Damage or Emergency. The County shall: (i) promptly notify Contractor if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (ii) immediately notify Contractor it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises. In the event of damage to the County's premises caused by, or as the result of, the System, however, Contractor shall, at its sole cost, repair said Premises to the condition existing prior to such damage.

(b) Liens. The County shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If the County

breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) Consents and Approvals. To the extent that only the County is authorized to request, obtain or issue any necessary approvals, Governmental approvals, rebates or other financial incentives, the County shall cooperate with Contractor to obtain or issue such approvals, governmental approvals, rebates or other financial incentives in the name of Contractor.

**Section F.13. Removal of the System.** Upon the expiration or termination of the Agreement, Contractor shall remove the System remove all of its tangible property comprising the System from the Landfill Wellfield and the Premises on a mutually convenient date but in no case later than ninety (90) days after the expiration or termination of this Agreement. The Premises shall be returned to its original condition, except for ordinary wear and tear. Contractor's removal of the System shall not affect the integrity of the County's wellheads, which shall be restored to the condition as existed prior to installation of the System (other than ordinary wear and tear). Contractor shall leave the Premises in neat and clean order. If Contractor fails to remove or commence substantial efforts to remove the System by such agreed upon date, the County shall have the right, at its option, to remove and dispose of the System and restore the Premises to its original condition at Contractor's sole cost.

**Section F.14. Bonds.** Contractor shall provide the County with payment and performance bonds in the forms attached as Exhibits H and I to the Agreement in the amount commensurate with 100 percent of the mutually agreed upon System construction costs, which the parties have agreed is \$100,000.

**YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT**  
 1947 Galileo Court, Suite 103; Davis, CA 95618  
 Phone (530) 757-3650 Fax (530) 757-3670

**FACILITY NUMBER:** 01392  
**SIC CODE:** 4953  
**DATE EXPIRES:** April 14, 2024  
 Unless Renewed

**PERMIT TO OPERATE  
 P-15-05(a)  
 IS HEREBY GRANTED TO**

**YOLO COUNTY CENTRAL LANDFILL  
 44090 County Road 28H  
 Woodland, CA 95776**

**EQUIPMENT LOCATION:** 44090 County Road 28H; Woodland, CA

**TO OPERATE**

**PROCESS DESCRIPTION:** Municipal solid waste (MSW) landfill

**EQUIPMENT INVENTORY:** MSW landfill not to exceed a total maximum design capacity of 49.0352 million cubic yards of waste

- Total Billing: Schedule 8, Misc. -

**CONTROL EQUIPMENT INVENTORY:**

Negative pressure landfill gas collection system serving the conventional and non-conventional portions of the landfill (previously referred to as Abioreactors@) and LFG Specialties, F-2000 enclosed flare (shared with P-26-98)

**PERMITTED EMISSION LIMITS:**

Pollutant	Daily [lb]	Qtr #1 (Jan 1-Mar 31) [lb]	Qtr #2 (Apr 1-June 30) [lb]	Qtr #3 (July 1-Sept 30) [lb]	Qtr #4 (Oct 1-Dec 31) [lb]	Yearly [tons]
VOC	279.6	25,165	25,445	25,725	25,725	51.03

**PERMITTED PROCESS LIMITS:**

	Daily [tons]	Qtr #1 (Jan 1-Mar 31) [tons]	Qtr #2 (Apr 1-June 30) [tons]	Qtr #3 (July 1-Sept 30) [tons]	Qtr #4 (Oct 1-Dec 31) [tons]	Yearly [tons]
Municipal Solid Waste Received	1,800	160,200	162,000	162,000	162,000	646,200

The following information is included to inform and assist the Permit Holder in achieving compliance with applicable provisions of Federal, State, and District Rules and Regulations. The following set of referenced regulations are not intended to be either comprehensive or exclusive, nor are they intended to be emission limiting permit conditions, but they are still applicable rules of the District. Occasionally laws are amended. The amended versions of the referenced rules shall be deemed to be in effect. It is the Permit Holder's responsibility to comply with all applicable Rules and Regulations.

1. The Permit Holder shall firmly affix this permit to operate, an approved facsimile, or other approved identification bearing the permit number upon the facility, article, machine, equipment, or other contrivance in such a manner as to be clearly visible and accessible. In the event that the facility, article, machine, equipment, or other contrivance is so constructed or operated that the permit to operate cannot be so placed, the permit to operate shall be mounted so as to be clearly visible in an accessible place within 25 feet of the facility, article, machine, equipment, or other contrivance, or maintained readily available at all times on the operating premises. [District Rule 3.1, '408]
2. The Permit Holder shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public or which endanger the comfort, repose, health, or safety of any such persons or the public or which cause to have a natural tendency to cause injury or damage to business or property. [District Rule 2.5]
3. Commencing work or operation under this permit shall be deemed acceptance of all of the conditions so specified. [District Rule 3.1, '402]
4. The Permit Holder shall notify the District of any occurrence which constitutes an upset/breakdown condition as soon as reasonably possible. Verbal notification shall occur no later than one (1) hour after the detection of an upset/breakdown condition. The verbal notification shall be followed by a written notification to the Air Pollution Control Officer no later than four (4) hours after the detection of an upset/breakdown condition. If the upset/breakdown occurs when the District cannot be contacted, the report of breakdown shall be made at the commencement of the next regular working day. The notification shall identify the time, specific location, equipment involved, and to the extent known the cause(s) of the occurrence. [District Rule 5.2, '301.1 and '301.2]

5. The Permit Holder shall submit an annual throughput/production report at the end of each calendar year. This report is due no later than March 31 for the previous year. This report must include actual operating hours and actual amounts of materials processed (for materials that have process limits listed on the Permit to Operate). Each type of material and each type of process must be listed separately. [District Rule 3.1, '405.1]
6. This permit shall not be transferable, by operation of law or otherwise, from one location to another or from one piece of equipment to another. It shall be the transferee's responsibility to inform the District on assumption of ownership or operating control of any item under a permit from the District and for which a permit to operate will be required. For any such transfer as hereinabove described, said transferee shall submit an application for authorization in accordance with applicable District Rules. [District Rule 3.1, '304]
7. Modifications to this permit, as defined by District Rules and Regulations, require prior District approval. A modification is defined as any physical change, change in method of operation, addition to or any change in hours of operation, or change in production rate, which: would necessitate a change in permit conditions; or is not specifically limited by a permit condition; or results in an increase in emissions not subject to an emissions limitation. [District Rule 3.4, '223]
8. This permit to operate shall be renewable annually on the permit's anniversary date, commencing one (1) year after the date of issuance. The Permit Holder shall pay a fee for the annual permit renewal. If the annual renewal fee is not paid by the specified due date, the District shall assess a penalty of not more than 50% of the fee due. Non-payment of renewal fees is grounds for permit cancellation. [District Rule 3.1, '305 and District Rule 4.1, '303 and '401]

The following sets of conditions are established by the District to provide enforceable operating parameters as authorized by California Health and Safety Code Section 42301 and District Rule 3.1, Section 402. If any of the rules and regulations referenced below are amended subsequent to the issuance date of this permit, resulting in the amended rule differing from or superseding the corresponding condition, then the Permit Holder shall be required to comply with the amended rule or regulation and shall no longer be required to comply with the superseded condition.

9. The Permit Holder shall not discharge into the atmosphere from any single source of emissions whatsoever, any air contaminant for a period or periods aggregating more than three (3) minutes in any one (1) hour which is:
  - a. As dark or darker in shade than No. 1 on the Ringelmann Chart; or
  - b. Greater than 20% opacity. [District Rule 2.3]

10. No location on the landfill surface may exceed a methane concentration of 500 ppmv (other than non-repeatable, momentary readings) as determined by instantaneous surface emissions monitoring, or an average of 25 ppmv as determined by integrated surface emissions monitoring except:
  - a. For individual wells involved in well raising provided that new waste is being added or compacted in the immediate vicinity around the well and installed gas collection well extensions are sealed or capped until the raised well is reconnected to a vacuum source;
  - b. For individual Landfill Gas Collection and Control System (GCCS) system components that must be temporarily shut down in order to repair them due to catastrophic events, to connect new GCCS components, to extinguish landfill fires, or to perform construction activities provided that any new components are included in the most recent design plan and landfill gas emissions are minimized during the shutdown;
  - c. For the working face of the landfill; or
  - d. For areas of the landfill surface where the landfill cover material has been removed and refuse has been exposed for the purpose of installing, expanding, replacing, or repairing components of the landfill gas, leachate, or gas condensate collection and removal system, or for law enforcement activities requiring excavation. [District Rule 3.1, §402]
11. The Permit Holder shall operate the GCCS and route collected gas to the control system continuously except:
  - a. For individual wells involved in well raising provided that new waste is being added or compacted in the immediate vicinity around the well and installed gas collection well extensions are sealed or capped until the raised well is reconnected to a vacuum source; or
  - b. For individual GCCS system components that must be temporarily shut down in order to repair them due to catastrophic events, to connect new GCCS components, to extinguish landfill fires, or to perform construction activities provided that any new components are included in the most recent GCCS design plan and landfill gas emissions are minimized during the shutdown. [District Rule 3.1, §402]
12. The Permit Holder shall operate the GCCS so that there is no landfill gas leak that exceeds 500 ppmv (as methane) at any component under positive pressure. [District Rule 3.1, §402]
13. The GCCS shall be designed and operated to draw all landfill gas toward the VOC control devices. [District Rule 3.1, §402]
14. The Permit Holder shall monitor indicators to detect any bypass of emissions from the landfill GCCS and enclosed flare (or other landfill gas combustion units) to the atmosphere. [40 CFR 64.3(a)(2)]

15. The flare shall reduce methane emissions by 99% (by weight). Landfill gas may also be directed to other VOC control devices located at another stationary source or operated under a separate permit which achieve a methane destruction efficiency of at least 99% (by weight). Lean burn internal combustion engines must reduce outlet methane concentration to less than 3,000 ppmvd @ 15% O<sub>2</sub>. [District Rule 3.1, §402]
16. The minimum flare operating temperature shall be 1,400 degrees Fahrenheit (°F). The flare combustion flame temperature shall be measured in units of degrees F and shall be monitored at the thermocouple in the exhaust stack. Flame temperature shall be monitored with a continuous recording temperature sensor, which is installed, calibrated, maintained, and operated according to manufacturer's specifications. [District Rule 3.4]
17. The flare shall be equipped with automatic dampers, an automatic shutdown device, a flame arrester, and continuous recording temperature sensors. [District Rule 3.1, §402]
18. The flare shall be maintained and operated according to the manufacturer's specifications and shall be equipped with a temperature monitoring device with a continuous recorder which has an accuracy of plus or minus (±) 1% of the temperature being measured expressed in degrees Fahrenheit. At least one (1) gas flow rate measuring device must record the flow to the control device(s) at least every 15 minutes. For other control devices the Permit Holder shall provide the District with information describing operating parameters that would indicate proper performance and appropriate monitoring methods (or propose alternative monitoring procedures). [District Rule 3.1, §402]
19. During restart or startup there must be a sufficient flow of pilot gas to the flare burners to prevent unburned collected methane from being emitted to the atmosphere. [District Rule 3.1, §402]
20. The flare (or other landfill gas control device) shall be operated within the parameter ranges established during the most recent source test. [District Rule 3.1, §402]
21. Annual source tests shall be conducted for landfill gas control devices. [District Rule 3.1, §402]
22. Unless otherwise approved by the APCO, EPA Method 25, 25A, 25C, or 18 shall be used to determine the efficiency of the control device using the formula:  
Destruction efficiency =  $[1 - (\text{mass of methane at control device outlet} / \text{mass of methane at control device inlet})] \times 100\%$ . [District Rule 3.1, §402]

23. Each wellhead in the GCCS shall be operated under a vacuum except:
  - a. For individual wells involved in well raising provided that new waste is being added or compacted in the immediate vicinity around the well and installed gas collection well extensions are sealed or capped until the raised well is reconnected to a vacuum source;
  - b. For individual GCCS system components that must be temporarily shut down in order to repair them due to catastrophic events, to connect new GCCS components, to prevent/extinguish landfill fires, or to perform construction activities provided that any new components are included in the most recent design plan and landfill gas emissions are minimized during the shutdown;
  - c. For use of a geomembrane or synthetic cover for which acceptable pressure limits for the included wellheads have been developed and included in the GCCS design plan; or
  - d. For decommissioned wells. [District Rule 3.1, §402]
24. The Permit Holder shall, at all times, maintain the monitoring systems required for the landfill and enclosed flare including, but not limited to, maintaining necessary parts for routine repairs of the monitoring equipment. Except for monitoring malfunctions, associated repairs, and required quality assurance or quality control activities the Permit Holder shall conduct all monitoring according to required intervals while the associated process is in operation. [40 CFR 64.7(a)-(c)]
25. Upon detecting an excursion or exceedance as defined in 40 CFR 64, the Permit Holder shall restore operation of the landfill and/or enclosed flare to the normal manner of operation as expeditiously as practicable in accordance with good air pollution control practices for minimizing emissions. [40 CFR 64.7(d)]
26. If it is determined that acceptable procedures were not used in response to an excursion or exceedance, the Permit Holder may be required to develop and implement a Quality Improvement Plan (QIP) as specified in 40 CFR 64.8(a) through (c). Implementation of a QIP shall not excuse the Permit Holder from compliance with existing emission limitations and monitoring, testing, reporting, and record-keeping requirements. [40 CFR 64.8]
27. Any instrument used for the measurement of methane must be a gas detector or other equivalent instrument approved by the APCO that meets the calibration, specifications, and performance criteria of EPA Reference Method 21, Determination of Volatile Organic Compound Leaks. For the purposes of demonstrating compliance with this permit methane replaces all references to volatile organic compounds (VOC) in Method 21 and methane shall be used as the calibration gas for the detector. The instrument shall be calibrated before and after each test using zero air and an approximately 500 ppmv methane based standard calibration gas in accordance with the manufacturer's recommendations. The instrument serial number and instrument calibration data shall be recorded for each calibration and maintained as a permanent record. [District Rule 3.1, §402]

28. In conducting measurements of landfill surface methane concentration the entire landfill must be divided into individually identified 50,000 square foot grids. The grids must be used for both instantaneous and integrated surface emissions monitoring. Testing must be performed by holding the hydrocarbon detector's probe within three (3) inches of the landfill surface (or at the height of vegetation in areas covered by low-lying vegetation) while traversing the grid. The walking pattern must be no more than a 25-foot spacing interval and must traverse each monitoring grid. If there are no exceedances of the surface methane concentration standards of this permit after any four (4) consecutive quarterly monitoring periods, the walking pattern spacing may be increased to 100-foot intervals. The Permit Holder must return to a 25-foot spacing interval upon any exceedances that cannot be remediated within ten (10) calendar days or upon exceedances detected during a compliance inspection. Surface testing must be terminated when the average wind speed exceeds five (5) miles per hour or the instantaneous wind speed exceeds ten (10) miles per hour. The APCO may approve alternatives to this wind speed surface testing termination for landfills consistently having measured winds in excess of these specified limits. Average wind speed must be determined on a 15-minute average using an on-site anemometer with a continuous recorder for the entire duration of the monitoring event. Surface emissions testing must be conducted no earlier than the time periods in the following table after precipitation has fallen according to the listed ranges of precipitation (as measured by an onsite gauge).

Precipitation (Inches)	Minimum time before monitoring (Hours)
0.01–0.15	24
0.16–0.24	48
0.25 and greater	72

[District Rule 3.1, §402]

29. In conducting instantaneous surface emissions monitoring the Permit Holder shall record any instantaneous readings of methane 200 ppmv or greater (other than non-repeatable, momentary readings). Surface areas of the landfill that exceed a methane concentration of 500 ppmv must be marked and remediated as required by this permit. The wind speed must be recorded during the sampling period. Landfill surface areas with cover penetrations, distressed vegetation, cracks or seeps must be inspected visually and with a hydrocarbon detector. [District Rule 3.1, §402]
30. In conducting integrated surface emissions monitoring the Permit Holder shall record readings and then average them for each grid. Individual monitoring grids that exceed an average methane concentration of 25 ppmv must be identified and remediated as required by this permit. The wind speed must be recorded during the sampling period. [District Rule 3.1, §402]

31. The Permit Holder shall conduct instantaneous and integrated monitoring of surface methane concentrations every calendar quarter. If the landfill has no monitored exceedances of the surface methane concentration limits specified in this permit after four consecutive quarterly monitoring periods, then any closed or inactive areas may be monitored annually. Any exceedances detected during annual monitoring that cannot be remediated within ten (10) calendar days or any exceedances detected during any compliance inspections will result in a return to quarterly monitoring of the location. [District Rule 3.1, §402]
32. When any monitoring reading exceeds the instantaneous surface methane concentration limit the Permit Holder shall record the date, location, and value of each exceedance, along with re-test dates and results. The location of each exceedance must be clearly marked and identified on a topographic map of the landfill, drawn to scale with the location of both the grids and the gas collection system clearly identified. The Permit Holder shall take corrective action and re-monitor the location within ten (10) calendar days of the measured exceedance. If re-monitoring shows a second exceedance, additional corrective action must be taken and the location re-monitored again no later than ten (10) calendar days of the second exceedance. If the re-monitoring shows a third exceedance the Permit Holder shall install a new or replacement well as determined to achieve compliance no later than 120 days after detecting the third exceedance. [District Rule 3.1, §402]
33. When any monitoring reading exceeds the integrated surface methane concentration limit the Permit Holder shall record the average surface concentration for each grid along with re-test dates and results. The location of the grids and the gas collection system must be clearly marked and identified on a topographic map of the landfill drawn to scale. The Permit Holder shall take corrective action and re-monitor the location within ten (10) calendar days of the measured exceedance. If re-monitoring shows a second exceedance, additional corrective action must be taken and the location re-monitored again no later than ten (10) calendar days of the second exceedance. If the re-monitoring shows a third exceedance the Permit Holder shall install a new or replacement well as determined to achieve compliance no later than 120 days after detecting the third exceedance. [District Rule 3.1, §402]
34. Components containing landfill gas and under positive pressure must be monitored quarterly for leaks. Such monitoring may be conducted prior to scheduled maintenance or planned outage periods for landfill gas-to-energy facilities. Any component leak must be tagged and repaired within ten (10) calendar days. [District Rule 3.1, §402]

35. The Permit Holder shall monitor each individual wellhead monthly to determine the gauge pressure. If there is any positive pressure reading other than as provided for well raising or repairs or temporary shutdowns of GCCS components in Title 17 CCR Section 95464 (d) and (e), or as otherwise provided for in this permit, the Permit Holder shall initiate corrective action within five (5) calendar days of the positive pressure measurement. If the problem cannot be corrected within fifteen (15) days of the date the positive pressure was first measured, the owner or operator must initiate further corrective action. Corrective actions must be completed and any new wells must be operating with 120 days of the date the positive pressure was first measured. [District Rule 3.1, §402]
36. Gauge pressure shall be determined using a hand-held manometer, magnahelic gauge, or other pressure measuring device approved by the APCO that is calibrated and operated in accordance with manufacturer's specifications. [District Rule 3.1, §402]
37. The Permit Holder shall operate the anaerobic non-conventional WMUs with an average moisture content less than 40% by weight. [District Rule 3.1, §402]
38. The Permit Holder shall prepare a moisture report for the anaerobic non-conventional WMUs documenting the average moisture content by weight using the procedures specified in 40 CFR Part 63.1980(g) and (h) or other District approved methods. [District Rule 3.1, §402]
39. The Permit Holder shall submit the moisture report to the District for the anaerobic non-conventional WMUs in accordance with 40 CFR 63.1980, at least once every six (6) months until such time that liquid addition has permanently ceased. Unless otherwise approved in writing by the District, the following shall apply:
  - a. The first six (6) month monitoring period will begin on April 1 and end on September 30, and the report will be due by November 30; and
  - b. The second six (6) month period will begin on October 1 and end on March 31, and the report will be due on May 31. [District Rule 3.1, §402]
40. Prior to beginning any landfill mining operations, the Permit Holder shall submit for approval a mining and sorting plan to the District. The Permit Holder shall only mine (e.g. excavation, reclaiming, etc.) and sort waste from the aerobic non-conventional WMU 6D-Phase 1. [District Rule 3.1, §402]
41. Prior to beginning any removal of composted organic waste, the Permit Holder shall submit for approval a composting plan to the District. The Permit Holder shall only remove composted waste from the anaerobic digester cells located in WMU 6D-Phase 2. [District Rule 3.1, §402]
42. The Permit Holder shall install and operate a biofilter that serves the anaerobic digester cell located on WMU 6D-Phase 2 during aerobic composting phase of the waste. [District Rule 3.1, §402]

43. Whenever buried solid waste is brought to the surface during the installation or preparation of wells, trenches, piping, or other equipment or when landfill solid waste is excavated or moved, the Permit Holder shall cover the excavated solid waste using fresh soil, plastic sheeting, or vapor retarding foam as necessary in order to prevent odorous emissions and to minimize the release of landfill gas. [District Rule 3.1, §402]
44. The Permit Holder shall at start-up, and at least once every fourteen (14) days thereafter, monitor the landfill gas emissions from any open faces, active mining surfaces, and/or any liquids present during the mining of a waste cell in order to determine that the total organic compound surface emission concentration limit of 500 ppmv (measured as methane) is not exceeded. [District Rule 3.1, §402]
45. The Permit Holder shall submit a Non-Methane Organic Compound (NMOC) (Tier 2) report to the District using the procedures specified in 40 CFR Part 60.754(a) at least once every twelve (12) months, except as provided in 40 CFR Part 60.757(b)(1)(ii) or 40 CFR Part 60.757(b)(3). Unless otherwise approved in writing by the District, testing shall be complete by February 28 and the report will be due by April 30. [District Rule 3.1, §402, 40 CFR Part 60.752(b)(1), and 40 CFR Part 60.757(b)(3)]
46. The District must be notified prior to any NMOC related sampling event and a protocol must be submitted for approval fourteen (14) days prior to sampling. The results of a sampling event shall be submitted to the District within sixty (60) days of the sample date. The protocol and report shall be mailed to the attention of the Supervising Air Quality Engineer. [District Rule 3.1, §402 and 40 CFR Part 60.8(d)]
47. If the estimated NMOC emission rate as reported in the annual report to the District is less than 50 Mg per year in each of the next five (5) consecutive years, the Permit Holder may elect to submit an estimate of the NMOC emission rate for the next 5-year period in lieu of the annual report. This estimate shall include the current amount of solid waste-in-place and the estimated waste acceptance rate for each year of the five (5) years for which an NMOC emission rate is estimated. All data and calculations upon which this estimate is based shall be provided to the District. This estimate shall be revised at least once every five (5) years. If the actual waste acceptance rate exceeds the estimated waste acceptance rate in any year reported in the 5-year estimate, a revised 5-year estimate shall be submitted to the Administrator. The revised estimate shall cover the 5-year period beginning with the year in which the actual waste acceptance rate exceeded the estimated waste acceptance rate. [40 CFR Part 60.757(b)(1)(ii)]
48. Upon achieving a calculated NMOC emission rate of 50 megagrams or greater per year, the Permit Holder shall comply with the requirements of 40 CFR Part 60.752(b)(2). [District Rule 3.1, §402 and 40 CFR Part 60.752(b)(2)]
49. Prior to utilizing new or modified monitoring equipment, the Permit Holder shall submit for District approval verification procedures, which shall consider the monitoring equipment manufacturer's requirements or recommendations for installation, calibration, and start-up operation. [40 CFR 64.3(b)(2)]

50. The Permit Holder may request alternatives to the compliance measures, monitoring requirements, test methods, and procedures of Sections 95464, 95469, and 95471 of Title 17 of the California Code of Regulations by submitting a written application to the APCO. [District Rule 3.1, §402]
51. Either there must be no visible emissions to the outside air from any active waste disposal site where asbestos-containing waste material has been deposited, or:
- a. At the end of each operating day (or once every 24-hour period while the site is in continuous operation) the asbestos-containing waste material shall be covered with at least 15 centimeters (6 inches) of compacted non-asbestos-containing material or be covered with a resinous or petroleum-based dust suppression agent that effectively binds dust and controls wind erosion used in the manner and frequency recommended by the dust suppressant manufacturer to achieve and maintain dust control (or other equally effective dust suppression agents may be used upon prior approval by the Administrator); or
  - b. Use an alternative emissions control method that has received prior written approval by the U.S. EPA Administrator. [40 CFR 61.154(a), (c), and (d)]
52. Unless a natural barrier adequately deters access by the general public:
- a. Warning signs and fencing must be installed and maintained as specified in 40 CFR 61.154(b); or
  - b. The Permit Holder shall cover the asbestos-containing waste material with at least 15 centimeters (6 inches) of compacted non-asbestos-containing material at the end of each operating day (or once every 24-hour period while the site is in continuous operation). [40 CFR 61.154(b)]
53. The Permit Holder shall not knowingly vent or otherwise release into the environment any refrigerant or substitute with the exception of the following:
- a. Ammonia in commercial or industrial process refrigeration or in absorption units;
  - b. Hydrocarbons in industrial process refrigeration (processing of hydrocarbons);
  - c. Chlorine in industrial process refrigeration (processing of chlorine and chlorine compounds);
  - d. Carbon dioxide in any application;
  - e. Nitrogen in any application; and
  - f. Water in any application. [40 CFR 82.154(a)(1)]
54. The Permit Holder shall not dispose of appliances except for small appliances, Motor Vehicle Air Conditioner (MVAC), or MVAC-like appliances:
- a. Without observing the required practices set forth in 40 CFR 82.156; and
  - b. Without using equipment that is certified for that type of appliance pursuant to 40 CFR 82.158. [40 CFR 82.154(b)]
55. The Permit Holder shall not import recycling or recovery equipment for use during the disposal of appliances except small appliances, MVACs, and MVAC-like appliances, unless the equipment is certified pursuant to 40 CFR 82.158(b) or (d), as applicable. [40 CFR 82.154(c)]

56. The Permit Holder shall not alter the design of certified refrigerant recycling or recovery equipment in a way that would affect the equipment's ability to meet the certification standard set forth in 40 CFR 82.158 without resubmitting the altered design for certification testing. Until it is tested and shown to meet the certification standards set forth in 40 CFR 82.158 such altered equipment will be considered uncertified. [40 CFR 82.154(d)]
57. The Permit Holder shall not dispose of appliances except for small appliances, MVACs, or MVAC-like appliances, unless the Permit Holder has certified to the U.S. EPA Administrator pursuant to 40 CFR 82.162 that the Permit Holder has acquired certified recovery or recycling equipment and is complying with the applicable requirements of 40 CFR 82 Subpart F. [40 CFR 82.154(e)]
58. The Permit Holder shall not recover refrigerant from small appliances, MVACs, and MVAC-like appliances for purposes of disposal of these appliances unless such person has certified to the Administrator pursuant to 40 CFR 82.162 that the Permit Holder has acquired recovery equipment that meets the standards set forth in § 82.158 (l) and/or (m), as applicable, and that such person is complying with the applicable requirements of this subpart. [40 CFR 82.154(f)]
59. The Permit Holder may not sell, distribute, or offer for sale or distribution for use as a refrigerant any class I or class II substance consisting wholly or in part of used refrigerant unless:
  - a. The class I or class II substance has been reclaimed as defined in 40 CFR 82.152 by a person who has been certified as a reclaimer pursuant to 40 CFR 82.164;
  - b. The class I or class II substance was used only in an MVAC or MVAC-like appliance and is to be used only in an MVAC or MVAC-like appliance and recycled in accordance with 40 CFR 82.34(d);
  - c. The class I or class II substance is contained in an appliance that is sold or offered for sale together with the class I or class II substance; or
  - d. The class I or class II substance is being transferred between or among a parent company and one or more of its subsidiaries, or between or among subsidiaries having the same parent company. [40 CFR 82.154(g)]
60. The Permit Holder shall not release more than 1.5% of the refrigerant received if reclaiming refrigerant. [40 CFR 82.154(i)]
61. The Permit Holder shall not sell or distribute, or offer for sale or distribution, any appliances, except small appliances, unless such equipment is equipped with a servicing aperture to facilitate the removal of refrigerant at servicing and disposal. [40 CFR 82.154(j)]
62. The Permit Holder shall not sell or distribute, or offer for sale or distribution any small appliance unless such equipment is equipped with a process stub to facilitate the removal of refrigerant at servicing and disposal. [40 CFR 82.154(k)]

63. The Permit Holder may not sell or distribute, or offer for sale or distribution, any substance that consists in whole or in part of a class I or class II substance for use as a refrigerant to any person unless:
- a. The buyer has been certified as a Type I, Type II, Type III, or Universal technician pursuant to 40 CFR 82.161;
  - b. The buyer complies with 40 CFR 82.166(b) and employs at least one (1) technician who is certified as a Type I, Type II, Type III, or Universal technician in accordance with 40 CFR 82.161;
  - c. The buyer has been certified in accordance with 40 CFR part 82, subpart B and the refrigerant is either R-12 or an approved substitute consisting wholly or in part of a class I or class II substance for use in motor vehicle air conditioners in accordance with 40 CFRE part 82, subpart G;
  - d. The buyer complies with 40 CFR 82.166(b) and employs at least one (1) technician who is certified in accordance with 49 CFR part 82, subpart B, and the refrigerant is either R-12 or an approved substitute consisting wholly or in part of a class I or class II substance for use in motor vehicle air conditioners pursuant to 40 CFR part 82, subpart G (nothing in this provision shall be construed to relieve persons of the requirements of 40 CFR 82.34(b) or 40 CFR 82.42(b));
  - e. The refrigerant is sold only for eventual resale to certified technicians or to appliance manufacturers;
  - f. The refrigerant is sold to an appliance manufacturer; or
  - g. The refrigerant is contained in an appliance with a fully assembled refrigerant circuit. [40 CFR 82.154(m)]
64. The Permit Holder shall not accept a signed statement pursuant to 40 CFR 82.156(f)(2) that refrigerant has been evacuated from the appliance or shipment of appliances if the Permit Holder knew or had reason to know that such a signed statement is false. [40 CFR 82.154(n)]
65. When disposing of appliances, except for small appliances, MVACs, and MVAC-like appliances the Permit Holder must evacuate the refrigerant, including all the liquid refrigerant, in the entire unit to a recovery or recycling machine certified pursuant to 40 CFR 82.158. A technician must verify that the applicable level of evacuation has been reached in the appliance before it is opened. The Permit Holder must evacuate to the levels in table 1 unless, due to leaks in the appliance, evacuation to the levels in table 1 is not attainable, or would substantially contaminate the refrigerant being recovered. If, due to leaks in the appliance, evacuation to the levels in table 1 is not attainable, or would substantially contaminate the refrigerant being recovered, persons disposing of the appliance must:
- a. Isolate leaking from non-leaking components wherever possible;
  - b. Evacuate non-leaking components to the levels specified in table 1; and
  - c. Evacuate leaking components to the lowest level that can be attained without substantially contaminating the refrigerant. In no case shall this level exceed 0 psig. [40 CFR 82.156(a)]

**Table 1 – Required Levels of Evacuation for Appliances**  
(Except for small appliances, MVACs, and MVAC-like appliances)

Type of appliance	Inches of Hg vacuum (relative to standard atmospheric pressure of 29.9 inches Hg)	
	Using recovery or recycling equipment manufactured or imported before November 15, 1993	Using recovery or recycling equipment manufactured or imported on or after November 15, 1993
Very high-pressure appliance	0	0
High-pressure appliance, or isolated component of such appliance, normally containing less than 200 pounds of refrigerant	0	0
High-pressure appliance, or isolated component of such appliance, normally containing 200 pounds or more of refrigerant	4	10
Medium-pressure appliance, or isolated component of such appliance, normally containing less than 200 pounds of refrigerant	4	10
Medium-pressure appliance, or isolated component of such appliance, normally containing 200 pounds or more of refrigerant	4	15
Low-pressure appliance	25	25 mmHg absolute

- 66. The Permit Holder shall have at least one (1) piece of certified, self-contained recovery or recycling equipment available at the facility if disposing of appliances, except small appliances, MVACs, and MVAC-like appliances. [40 CFR 82.156(b)]
  
- 67. The Permit Holder shall not use system-dependent recovery equipment with appliances normally containing more than 15 pounds of refrigerant, unless the system-dependent equipment is permanently attached to the appliance as a pump-out unit. [40 CFR 82.156(c)]
  
- 68. The Permit Holder shall use all recovery or recycling equipment in accordance with the manufacturer's directions unless such directions conflict with the requirements of 40 CFR part 82 subpart F. [40 CFR 82.156(d)]
  
- 69. When disposing of a small appliance, room air conditioning, MVACs, or MVAC-like appliances the Permit Holder must either:
  - a. Recover any remaining refrigerant from the appliance in accordance with 40 CFR 82.156(g) or (h); or

- b. Verify that the refrigerant has been evacuated from the appliance or shipment of appliances previously. Such verification must include a signed statement from the person from whom the appliance or shipment of appliances is obtained that all refrigerant that had not leaked previously has been recovered from the appliance or shipment of appliances in accordance with 40 CFR 82.156(g) or (h), as applicable. This statement must include the name and address of the person who recovered the refrigerant and the date the refrigerant was recovered or a contract that refrigerant will be removed prior to delivery. If the Permit Holder will not recover any remaining refrigerant at the facility, notification must be provided (by warning signs, letters to suppliers, or other equivalent means) that refrigerant must be properly removed before delivery of the items to the facility. [40 CFR 82.156(f)]
  
- 70. When recovering refrigerant from MVACs and MVAC-like appliances prior to disposal, the Permit Holder shall reduce the system pressure to or below 102mm of mercury vacuum, using equipment that meets the standards set forth in 40 CFR 82.158(l). [40 CFR 82.156(g)]
  
- 71. When recovering refrigerant from small appliances prior to disposal, the Permit Holder shall:
  - a. Recover 90% of the refrigerant in the appliance when the compressor in the appliance is operating, or 80% of the refrigerant in the appliance when the compressor in the appliance is not operating; or
  - b. Evacuate the small appliance to four inches of mercury vacuum. [40 CFR 82.156(h)]
  
- 72. Equipment used to evacuate refrigerant from MVACs and MVAC-like appliances before they are disposed of must be certified in accordance with 40 CFR 82.36(a). [40 CFR 82.158(l)]
  
- 73. Equipment used to evacuate refrigerant from small appliances before they are disposed of must be capable of either:
  - a. Removing 90% of the refrigerant in the small appliance when the compressor in the appliance is operating, or 80% of the refrigerant in the appliance when the compressor in the appliance is not operating, when used in accordance with the manufacturer's instructions under the conditions of appendix C of 40 CFR part 82, subpart F; or
  - b. Evacuate the small appliance to four inches of mercury vacuum when tested using a properly calibrated pressure gauge. [40 CFR 82.158(m)]
  
- 74. Technicians must be certified by an approved technician certification program under the requirements of 40 CFR 82.161(a) to the following standards:
  - a. Technicians who dispose of medium, high, or very high pressure appliances, except small appliances, MVACs, and MVAC-like appliances, must be properly certified as Type II technicians;
  - b. Technicians who dispose of low-pressure appliances must be properly certified as Type III technicians; and

- c. Apprentices are exempt from the certification requirements provided the apprentice is closely and continually supervised by a certified technician while performing any disposal that could reasonably be expected to release refrigerant from appliances into the environment. The supervising certified technician is responsible for ensuring that the apprentice complies with 40 CFR part 82, subpart F. [40 CFR 82.161(a)]
75. If a technician's certificate is revoked, the technician would need to recertify before disposing of any appliances. [40 CFR 82.161(f)]
76. The Permit Holder shall submit the following to the APCO:
- a. A diagram of the collection system showing collection system positioning including all wells, horizontal collectors, surface collectors, or other gas extraction devices, including the locations of any areas excluded from collection and the proposed sites for the future collection system expansion;
  - b. The data upon which the sufficient density of wells, horizontal collectors, surface collectors, or other gas extraction devices and the gas mover equipment sizing are based;
  - c. The documentation of the presence of asbestos or nondegradable material for each area from which collection wells have been excluded based on the presence of asbestos or nondegradable material;
  - d. The sum of the gas generation flow rates for all areas from which collection wells have been excluded based on nonproductivity and the calculations of gas generation flow rate for each excluded area;
  - e. The provisions for increasing gas mover equipment capacity with increased gas generation flow rate, if the present gas mover equipment is inadequate to move the maximum flow rate expected over the life of the landfill; and
  - f. The provisions for the control of off-site migration. [District Rule 3.1, §402 and 40 CFR 60.758(d)]
77. The Permit Holder shall submit an annual report to the APCO for the period of January 1 through December 31 by March 15 of the following year. The report must contain the following information:
- a. Landfill name, owner and operator, address, and Solid Waste Information System (SWIS) identification number;
  - b. Total volume of landfill gas collected (in standard cubic feet);
  - c. Average composition of the landfill gas collected over the reporting period (reported in % methane and % carbon dioxide);
  - d. Emission control device type, year of installation, rating, fuel type, and total amount of landfill gas combusted in each control device;
  - e. The date that the GCCS was installed and in full operation;
  - f. The % methane destruction efficiency of each control device;
  - g. Type and amount of pilot fuels burned in each control device;
  - h. Total volume of landfill gas shipped off-site, the composition of the landfill gas collected (reported in % methane and % carbon dioxide by volume), and the recipient of the gas;

- i. The most recent topographic map of the site showing the areas with final cover and a geomembrane and the areas with final cover without a geomembrane with corresponding percentages over the landfill surface; and
  - j. Gas collection or control system downtime required to be recorded, expected gas generation flow rate, landfill surface methane concentrations required to be recorded, positive wellhead gauge pressure measurements required to be recorded, annual solid waste acceptance rate and the current amount of waste-in-place, source test results, and equipment monitoring parameters required to be recorded including periods of operation during which the parameter boundaries established during the most recent source test are exceeded. [District Rule 3.1, §402 and 40 CFR 60.758(c)]
78. The Permit Holder shall report in writing to the local, State, or EPA Regional office responsible for administering the asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) program for the waste generator (identified in the waste shipment record) and the District by the following working day if a shipment contains a significant amount of improperly enclosed or uncovered waste. Submit a copy of the waste shipment records along with the report. [40 CFR 61.154(e)(1)(iv)]
79. The Permit Holder shall send a copy of the signed waste shipment record to the waste generator no later than 30 days after receipt of the waste. [40 CFR 61.154(e)(2)]
80. Upon discovering a discrepancy between the quantity of asbestos-containing waste designated on the waste shipment records and the quantity actually received, the Permit Holder shall attempt to reconcile the discrepancy with the waste generator. If the discrepancy is not resolved within 15 days after receiving the waste, immediately report in writing to the local, State, or EPA Regional office responsible for administering the asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) program for the waste generator (identified in the waste shipment record) and the District. Describe the discrepancy and attempts to reconcile it, and submit a copy of the waste shipment record along with the report. [40 CFR 61.154(e)(3)]
81. The Permit Holder shall notify the District in writing at least 45 days prior to excavating or otherwise disturbing any asbestos-containing waste material that has been deposited at a waste disposal site and is covered. If the excavation will begin on a date other than the one contained in the original notice, notice of the new start date must be provided to the Administrator at least ten (10) working days before excavation begins and in no event shall excavation begin earlier than the date specified in the original notification. Include the following information in the notice:
- a. Scheduled starting and completion dates;
  - b. Reason for disturbing the waste;
  - c. Procedures to be used to control emissions during the excavation, storage, transport, and ultimate disposal of the excavated asbestos-containing waste material. If deemed necessary, the District may require changes in the emission control procedures to be used; and
  - d. Location of any temporary storage site and the final disposal site. [40 CFR 61.154(j)]

82. The Permit Holder shall notify the District if a failure to achieve compliance with emissions limits of the landfill and/or enclosed flare for which the required monitoring did not provide an indication of an excursion or exceedance while providing valid data, or if the results of source testing document a need to modify the existing indicator ranges or designated conditions of the monitoring systems. [40 CFR 64.7(e)]
83. The Permit Holder shall submit revised monitoring system design and performance information required by 40 CFR 64.4 prior to any modification of the landfill and/or enclosed flare that qualifies a significant modification to the Title V permit. [40 CFR 64.5]
84. The Permit Holder shall perform such certifications as required in 40 CFR 82.154(e) and (f) by submitting a statement signed by the Permit Holder and setting forth:
- a. The name and address of the purchaser of the recovery or recycling equipment, including the county name;
  - b. The name and address of the facility where the equipment is or will be located; and
  - c. The manufacturer name, the date of manufacture, and if applicable, the model and serial number of the equipment.
- The certification must also include a statement that the equipment will be properly used in disposing of appliances and that the information given is true and correct. The certifications shall be sent to EPA Region IX; Mail Code AIR-5; 75 Hawthorne Street; San Francisco, CA 94105. [40 CFR 82.162]
85. Unless the Permit Holder has properly certified under this section prior to May 11, 2004, if reclaiming used refrigerant for sale to a new owner, the Permit Holder must certify to the Administrator that the Permit Holder will:
- a. Reprocess refrigerant to all of the specifications in Appendix A of 40 CFR part 82, subpart F that are applicable to that refrigerant;
  - b. Verify that the refrigerant meets these specifications using the analytical methodology prescribed in Appendix A, which includes the primary methodologies included in the appendix to the ARI Standard 700-1995;
  - c. Release no more than 1.5% of the refrigerant during the reclamation process; and
  - d. Dispose of wastes from the reclamation process in accordance with all applicable laws and regulations.
- The certification must include the name and address of the reclaimer and a list of equipment used to reprocess and analyze the refrigerant. The responsible official must sign the certification stating that the facility will comply with the above operating standards, that the facility will maintain records and submit reports in accordance with 40 CFR 82.166(g) and (h), and that the information given is true and accurate. The certification should be sent to U.S. Environmental Protection Agency; Global Programs Division (6205J); 1200 Pennsylvania Avenue, NW., Washington, DC 20460; Attn: Section 608 Recycling Program Manager – Reclaimer Certification. [40 CFR 82.164(a)-(e)]
86. Certificates are not transferable. In the event of a change in ownership of an entity which reclaims refrigerant, the new Permit Holder shall certify within 30 days of the change of ownership pursuant to 40 CFR 82.164. [40 CFR 82.164(f)]

87. Failure to abide by the provisions of 40 CFR Part 82, Subpart F may result in the revocation or suspension of the refrigerant reclaimer certification of 40 CFR 82.164. The administrator (or designated representative) shall give notice of an impending suspension to the Permit Holder setting forth the facts or the conduct that provide the basis for the revocation or suspension. The Permit Holder may choose to request a hearing and must file the request in writing within 30 days of the date of the notice of revocation or suspension at Section 608 Recycling Program Manager; Global Programs Division; Mail Code 6205J, U.S. Environmental Protection Agency; 1200 Pennsylvania Avenue, NW.; Washington, DC 20460. The hearing request shall set forth the objections to the revocation or suspension and the data to support the objections. If no written request for a hearing is received within 30 days of the date of the notice, the revocation or suspension will become effective upon the date specified in the notice of an impending suspension. [40 CFR 82.169(a)-(c)]
88. Any report, or information submitted by the Permit Holder must contain certification by a responsible official of truth, accuracy, and completeness. This certification, and any other certification required under Title 17, California Code of Regulations, Sections 95460 through 95476, must state that, based on information and belief formed after reasonable inquiry, the statements and information in the document are true, accurate, and complete. [District Rule 3.1, §402]
89. The Permit Holder shall maintain daily records (in tons) of the total amount of MSW accepted at the landfill. [District Rule 3.1, §402]
90. The Permit Holder shall maintain daily records (in tons) of the amount of MSW placed in the anaerobic non-conventional WMUs until such time that placement has permanently ceased. [District Rule 3.1, §402]
91. The Permit Holder must maintain records of each startup, shutdown, or malfunction in the operation of the landfill gas collection system or the VOC control devices (and any periods during which a required monitoring device is inoperative) including the date and duration of the event, the actions taken, and whether or not such actions are consistent with the startup, shutdown, or malfunction plan. The Permit Holder must also maintain records of all maintenance performed on the air pollution control and monitoring equipment. [40 CFR 60.7(b), 40 CFR 63.6(b)(2)(i)-(v), 40 CFR 63.10(d)(5), and Rule 3.1, §402]
92. The Permit Holder shall maintain a file of all measurements, including continuous monitoring system, monitoring device, and performance testing measurements; all continuous monitoring system performance evaluations; all continuous monitoring system or monitoring device calibration checks; adjustments and maintenance performed on these systems or devices; and all other information required by this part recorded in a permanent form suitable for inspection. [40 CFR 60.7(f)]
93. The Permit Holder shall maintain the following records:
  - a. All gas collection system downtime exceeding five (5) calendar days, including individual well shutdown and disconnection times, and the reason for the downtime;

- b. All emission control system downtime in excess of one hour, the reason for the downtime, and the length of time the gas control system was shutdown;
  - c. Expected gas generation flow rate calculations;
  - d. All instantaneous landfill surface readings of 200 ppmv of methane or greater, all leaks from components under positive pressure greater than 500 ppmv (as methane), all instantaneous surface monitoring readings greater than 500 ppmv, all integrated surface monitoring readings greater than 25 ppmv, the location of the leak (or affected grid), leak concentration in ppmv, date and time of measurement, the action taken to repair the leak, date of repair, date of any required re-monitoring and the re-monitored concentration in ppmv, wind speed during surface sampling, and the installation date and location of each well installed in a GCCS expansion;
  - e. Records of any positive wellhead gauge pressure measurements, the date of the measurements, the well identification number, and the corrective action taken;
  - f. Annual solid waste acceptance rate and current amount of waste-in-place;
  - g. Records of the nature, location, amount, and date of deposition of non-degradable waste for any landfill areas excluded from the GCCS;
  - h. Results of any source tests;
  - i. Records describing the mitigation measures taken to prevent the release of methane or other emission into the atmosphere: when solid waste was brought to the surface during the installation or preparation of wells, piping, or other equipment; during repairs or temporary shutdown of gas collection system components; or when solid waste was excavated and moved;
  - j. Records of any construction activities including: a description of the actions being taken, the areas of the landfill affected by these actions, the reason the actions are required, and any landfill gas collection system components affected by these actions; construction start and finish dates, projected equipment installation dates, and projected shut down times for individual gas collection system components; a description of the mitigation measures taken to minimize methane emissions and other potential air quality impacts; and
  - k. Records of the emission control device operating parameters required to be monitored as well as periods of operation during which the parameter boundaries established during the most recent source test are exceeded including: all three (3) hour periods of operation during which the average flare temperature was more than 50 °F below the average combustion temperature during the most recent source test. [District Rule 3.1, §402]
94. The Permit Holder shall maintain the following records for the life of the emissions control device:
- a. The control device vendor specifications;
  - b. The gas generation flow rate measured during the initial source tests; and
  - c. The percent reduction of methane achieved by the control devices during the initial source tests. [District Rule 3.1, §402]
95. The Permit Holder shall maintain records for shipments all asbestos-containing waste received including:
- a. The name, address, and telephone number of the waste generator;
  - b. The name address, and telephone numbers of the transporter(s);

- c. The quantity of asbestos-containing waste in cubic meters or cubic yards;
  - d. The presence of improperly enclosed or uncovered waste, or any asbestos-containing waste not sealed in leak tight containers; and
  - e. The date of receipt. [40 CFR 61.154(e)(1)]
96. The Permit Holder shall maintain (until closure) records of the location, depth and area, and quantity in cubic meters or cubic yards of asbestos-containing waste within the disposal site on a map or diagram of the landfill. [40 CFR 61.154(f)]
97. The Permit Holder shall furnish upon request, and make available during normal business hours for inspection by the District, all records of asbestos waste shipments and disposal locations and quantities. [40 CFR 61.154(i)]
98. If the Permit Holder sells or distributes or offers to sell or distribute any refrigerant, the Permit Holder shall retain invoices that indicate the name of the purchaser, the date of sale, and the quantity of refrigerant purchased. [40 CFR 82.166(a)]
99. If reclaiming refrigerant, the Permit Holder shall maintain records of the names and addresses of persons sending material for reclamation and the quantity of the material (the combined mass of refrigerant and contaminants) sent for reclamation. Such records shall be maintained on a transactional basis. [40 CFR 82.166(g)]
100. If reclaiming refrigerant, the Permit Holder shall maintain records of the quantity of material sent for reclamation, the mass of refrigerant reclaimed, and the mass of waste products. The Permit Holder shall report this information to the U.S. EPA Administrator annually within 30 days of the end of the calendar year. [40 CFR 82.166(h)]
101. If disposing of small appliances, MVACs, and MVAC-like appliances the Permit Holder shall maintain copies of signed statements pursuant to 40 CFR 82.156(f)(2) that refrigerant had been evacuated prior to arriving at the facility. [40 CFR 82.166(i)]
102. Technicians certified under 40 CFR 82.161 shall keep a copy of their certificates at the facility. [40 CFR 82.166(l)]
103. The Permit Holder shall retain records of all required monitoring data and support information for a period of at least five (5) years from the date of sample collection, measurement, report, or application and these records shall be made readily available to District personnel upon request. [District Rule 3.1, §402 and District Rule 3.8, '302.6(b)]
104. Upon closure of the landfill, the Permit Holder shall comply with all the provisions of 40 CFR 61.151 and submit to the District a copy of records of asbestos waste disposal locations and quantities. [40 CFR 61.154(g) and (h)]
105. Upon closure of the landfill the GCCS may be capped or removed provided:
- a. The GCCS was in operation for at least 15 years, unless the Permit Holder can demonstrate to the satisfaction of the APCO that due to declining methane rates

the landfill will be unable to operate the gas collection and control system for a 15-year period;

- b. Surface methane concentration measurements do not exceed the limits specified in this permit; and
- c. The Permit Holder submits an Equipment Removal Report as required by this permit. [District Rule 3.1, §402]

106. The Permit Holder shall submit a Closure Notification to the APCO within thirty (30) days of waste acceptance cessation. The Closure Notification must include the last day solid waste was accepted, the anticipated closure date of the landfill, and the estimated waste-in-place. The APCO may request additional information to confirm that the landfill has been permanently closed. [District Rule 3.1, §402 and 40 CFR 60.757(d)]

107. The Permit Holder shall submit a GCCS Equipment Removal Report to the APCO thirty (30) days prior to well capping, removal or cessation of operation of the gas collection, treatment, or control system equipment. The report must contain all of the following information:

- a. A copy of the Closure Notification required by Title 17 CCR, Section 95470(b)(1);
- b. A copy of the documentation demonstrating that the gas collection and control system has been installed and operated for a minimum of 15 years, unless the Permit Holder can demonstrate to the satisfaction of the APCO that due to declining methane rates the landfill is unable to operate the gas collection and control system for a 15-year period; and
- c. Surface emissions monitoring results needed to verify that landfill surface methane concentrations do not exceed either the instantaneous or integrated monitoring limits. [District Rule 3.1, §402 and 40 CFR 60.757(e)]

This permit does not authorize the emission of air contaminants in excess of those allowed by Division 26, Part 4, Chapter 3, of the Health & Safety Codes of the State of California or the Rules and Regulations of the Yolo-Solano Air Quality Management District.

Paul Hensleigh  
INTERIM AIR POLLUTION CONTROL OFFICER

By: Paul C. Hensleigh

Date of Issuance: March 06, 2023

**ANNIVERSARY DATE: April 14**

SB 04/06/2023

**YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT**

1947 Galileo Court, Suite 103; Davis, CA 95618

Phone (530) 757-3650 Fax (530) 757-3670

**FACILITY NUMBER:** 01419  
**SIC CODE:** 4953  
**DATE EXPIRES:** April 14, 2024  
Unless Renewed

**PERMIT TO OPERATE  
P-26-98(t2)  
IS HEREBY GRANTED TO**

**YOLO COUNTY CENTRAL LANDFILL  
44090 County Road 28H  
Woodland, CA 95776**

**EQUIPMENT LOCATION:** 44090 County Road 28H; Woodland, CA

**TO OPERATE**

**PROCESS DESCRIPTION:** Negative pressure landfill gas collection system that collects landfill gas from the conventional and non-conventional portions of the landfill

**EQUIPMENT INVENTORY:** Landfill gas collection system, including: methane gas collection wells not to exceed 350 vertical and horizontal wells serving the conventional portions of the landfill; condensate traps; one (1) collection system blower (rated at 1,897 SCFM); and associated piping and valves.

**- Total Billing: Schedule 8, Misc. -**

**CONTROL EQUIPMENT INVENTORY:**

One (1) 54.6 MMBtu/hr landfill gas fired LFG Specialties enclosed flare, Model F-2000, with a one (1) second residence time (shared with PTO P-15-05)

**PERMITTED EMISSION LIMITS:**

Pollutant	Daily [lb]	Qtr #1 (Jan 1-Mar 31) [lb]	Qtr #2 (Apr 1-June 30) [lb]	Qtr #3 (July 1-Sept 30) [lb]	Qtr #4 (Oct 1-Dec 31) [lb]	Yearly [tons]
VOC	14.9	1,344	1,359	1,374	1,374	2.73
CO	484.8	43,636	44,121	44,606	44,606	88.48
NO <sub>x</sub>	78.6	7,076	7,155	7,233	7,233	14.35
SO <sub>x</sub>	78.4	7,058	7,136	7,215	7,215	14.31
PM <sub>10</sub>	6.3	566	572	579	579	1.15

**PERMITTED PROCESS LIMITS:**

	Daily	Qtr #1 (Jan 1-Mar 31)	Qtr #2 (Apr 1-June 30)	Qtr #3 (July 1-Sept 30)	Qtr #4 (Oct 1-Dec 31)	Yearly
Total Amount of Landfill Gas Gathered by the Collection System [million standard cubic feet]	2.732	245.9	248.6	251.3	251.3	997.1
Landfill Gas Combusted in the Flare [million British Thermal Units]	1,310.4	117,936	119,246	120,557	120,557	478,296

The following information is included to inform and assist the Permit Holder in achieving compliance with applicable provisions of Federal, State, and District Rules and Regulations. The following set of referenced regulations are not intended to be either comprehensive or exclusive, nor are they intended to be emission limiting permit conditions, but they are still applicable rules of the District. Occasionally laws are amended. The amended versions of the referenced rules shall be deemed to be in effect. It is the Permit Holder's responsibility to comply with all applicable Rules and Regulations.

1. The Permit Holder shall firmly affix this permit to operate, an approved facsimile, or other approved identification bearing the permit number upon the facility, article, machine, equipment, or other contrivance in such a manner as to be clearly visible and accessible. In the event that the facility, article, machine, equipment, or other contrivance is so constructed or operated that the permit to operate cannot be so placed, the permit to operate shall be mounted so as to be clearly visible in an accessible place within 25 feet of the facility, article, machine, equipment, or other contrivance, or maintained readily available at all times on the operating premises. [District Rule 3.1, '408]

2. The Permit Holder shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public or which endanger the comfort, repose, health, or safety of any such persons or the public or which cause to have a natural tendency to cause injury or damage to business or property. [District Rule 2.5]
3. Commencing work or operation under this permit shall be deemed acceptance of all of the conditions so specified. [District Rule 3.1, '402]
4. The Permit Holder shall notify the District of any occurrence which constitutes an upset/breakdown condition as soon as reasonably possible. Verbal notification shall occur no later than one (1) hour after the detection of an upset/breakdown condition. The verbal notification shall be followed by a written notification to the Air Pollution Control Officer no later than four (4) hours after the detection of an upset/breakdown condition. If the upset/breakdown occurs when the District cannot be contacted, the report of breakdown shall be made at the commencement of the next regular working day. The notification shall identify the time, specific location, equipment involved, and to the extent known the cause(s) of the occurrence. [District Rule 5.2, '301.1 and '301.2]
5. The Permit Holder shall submit an annual throughput/production report at the end of each calendar year. This report is due no later than March 31 for the previous year. This report must include actual operating hours and actual amounts of materials processed (for materials that have process limits listed on the Permit to Operate). Each type of material and each type of process must be listed separately. [District Rule 3.1, '405.1]
6. This permit shall not be transferable, by operation of law or otherwise, from one location to another or from one piece of equipment to another. It shall be the transferee's responsibility to inform the District on assumption of ownership or operating control of any item under a permit from the District and for which a permit to operate will be required. For any such transfer as hereinabove described, said transferee shall submit an application for authorization in accordance with applicable District Rules. [District Rule 3.1, '304]
7. Modifications to this permit, as defined by District Rules and Regulations, require prior District approval. A modification is defined as any physical change, change in method of operation, addition to or any change in hours of operation, or change in production rate, which: would necessitate a change in permit conditions; or is not specifically limited by a permit condition; or results in an increase in emissions not subject to an emissions limitation. [District Rule 3.4, '223]
8. This permit to operate shall be renewable annually on the permit's anniversary date, commencing one (1) year after the date of issuance. The Permit Holder shall pay a fee for the annual permit renewal. If the annual renewal fee is not paid by the specified due date, the District shall assess a penalty of not more than 50% of the fee due. Non-payment of renewal fees is grounds for permit cancellation. [District Rule 3.1, '305 and District Rule 4.1, '303 and '401]

The following sets of conditions are established by the District to provide enforceable operating parameters as authorized by California Health and Safety Code Section 42301 and District Rule 3.1, Section 402. If any of the rules and regulations referenced below are amended subsequent to the issuance date of this permit, resulting in the amended rule differing from or superseding the corresponding condition, then the Permit Holder shall be required to comply with the amended rule or regulation and shall no longer be required to comply with the superseded condition.

9. The combined VOC emissions from all landfill gas combustion equipment being served by this collection system shall not exceed 114.6 lb per day, 10,325 lb/1<sup>st</sup> calendar quarter, 10,440 lb/2<sup>nd</sup> calendar quarter, 10,554 lb/3<sup>rd</sup> calendar quarter, 10,554 lb/4<sup>th</sup> calendar quarter, and 20.94 tons per year. [District Rule 3.4]
10. The combined CO emissions from all landfill gas combustion equipment being served by this collection system shall not exceed 844.2 lb per day, 75,980 lb/1<sup>st</sup> calendar quarter, 76,825 lb/2<sup>nd</sup> calendar quarter, 77,669 lb/3<sup>rd</sup> calendar quarter, 77,669 lb/4<sup>th</sup> calendar quarter, and 154.07 tons per year. [District Rule 3.4]
11. The combined NO<sub>x</sub> emissions from all landfill gas combustion equipment being served by this collection system shall not exceed 234.5 lb per day, 21,106 lb/1<sup>st</sup> calendar quarter, 21,341 lb/2<sup>nd</sup> calendar quarter, 21,575 lb/3<sup>rd</sup> calendar quarter, 21,575 lb/4<sup>th</sup> calendar quarter, and 42.80 tons per year. [District Rule 3.4]
12. The combined SO<sub>x</sub> emissions from all landfill gas combustion equipment being served by this collection system shall not exceed 126.0 lb per day, 11,346 lb/1<sup>st</sup> calendar quarter, 11,472 lb/2<sup>nd</sup> calendar quarter, 11,598 lb/3<sup>rd</sup> calendar quarter, 11,598 lb/4<sup>th</sup> calendar quarter, and 23.01 tons per year. [District Rule 3.4]
13. The combined PM<sub>10</sub> emissions from all landfill gas combustion equipment being served by this collection system shall not exceed 100.0 lb per day, 9,011 lb/1<sup>st</sup> calendar quarter, 9,111 lb/2<sup>nd</sup> calendar quarter, 9,211 lb/3<sup>rd</sup> calendar quarter, 9,211 lb/4<sup>th</sup> calendar quarter, and 18.27 tons per year. [District Rule 3.4]
14. The combined landfill gas usage for all combustion equipment being served by this collection system shall not exceed 2.732 million standard cubic feet per day, 245.9 million cubic feet /1<sup>st</sup> calendar quarter, 248.6 million cubic feet /2<sup>nd</sup> calendar quarter, 251.3 million cubic feet /3<sup>rd</sup> calendar quarter, 251.3 million cubic feet /4<sup>th</sup> calendar quarter, and 997.1 million cubic feet per year. [District Rule 3.4]
15. The Permit Holder shall not discharge into the atmosphere from any single source of emissions whatsoever, any air contaminant for a period or periods aggregating more than three (3) minutes in any one (1) hour which is:
  - a. As dark or darker in shade than No. 1 on the Ringelmann Chart; or
  - b. Greater than 20% opacity. [District Rule 3.4]

16. The Permit Holder shall operate the enclosed flare with a minimum combustion zone residence time of one (1) second, and shall equip the flare with automatic temperature controls designed to control the average minimum temperature at or above a minimum temperature of 1400 °F. The enclosed flare shall also be equipped with an automatic shutoff gas valve and an automatic re-start system. [District Rule 3.4]
17. Only landfill gas shall be burned in the flare. No supplemental fuel may be burned in the flare, excluding pilot gas. [District Rule 3.4]
18. The number and types of components used by the operation shall match the equipment listed in the EQUIPMENT INVENTORY section of the permit. The Permit Holder shall maintain a complete list of all associated gas collection equipment serving the conventional portions of the landfill, which includes a description of each system component. Any wells, piping, or valves installed in the non-conventional portions of the landfill are not covered under this permit. This list shall be kept onsite and shall be made available to the District upon request. [District Rule 3.4]
19. All landfill gas gathered by this gas collection system shall be collected using only an approved blower with a maximum rating of 1,897 SCFM. [District Rule 3.4]
20. A non-resettable, totalizing gaseous fuel flow meter shall be installed and utilized to measure the quantity (in standard cubic feet) of landfill gas collected and delivered to the site by system=s collection blower. The meter shall be accurate to plus or minus five (5) percent and shall be calibrated at least once every twelve (12) months. [District Rule 3.4]
21. A non-resettable, totalizing gaseous fuel flow meter shall be installed and utilized to measure the quantity (in standard cubic feet) of landfill gas combusted in the flare. The meter shall be accurate to plus or minus five (5) percent and shall be calibrated at least once every twelve (12) months. [District Rule 3.4]
22. The Permit Holder shall install and maintain such facilities on the flare stack as are necessary for sampling and testing purposes. The number, size, and location of sampling ports shall be in accordance with Air Resources Board Test Method 1. The location and access to the sampling platform shall be in accordance with the General Industry Safety Orders of the State of California. [District Rule 3.4]
23. The particulate matter (as PM<sub>10</sub>) emission concentration for the enclosed flare shall not exceed 0.0035 gr/dscf at standard conditions. [District Rule 3.4]
24. The hydrogen sulfide (H<sub>2</sub>S) content of the landfill gas combusted in the enclosed flare shall not exceed 162 ppmv. [District Rule 3.4]
25. The Permit Holder shall analyze the fuel=s higher heating value (wet basis) and sulfur content (as H<sub>2</sub>S) at least once every twelve (12) consecutive month period. [District Rule 3.4]

26. The emission concentrations for the flare shall not exceed the following:
  - a. VOC (measured as hexane): 0.0114 lb/MMBTU;
  - b. CO: 0.370 lb/MMBTU; and
  - c. NO<sub>x</sub> (as NO<sub>2</sub>): 0.060 lb/MMBTU. [District Rule 3.4]
27. The Permit Holder shall perform a source test at least once every twelve (12) months in order to demonstrate compliance with the VOC, CO, and NO<sub>x</sub> emission limits. [District Rule 3.4]
28. Source testing shall be conducted using the following test methods:
  - a. VOC - EPA Method 18, or other District approved methods;
  - b. CO - EPA Method 10 or CARB Method 100;
  - c. NO<sub>x</sub> (as NO<sub>2</sub>) - EPA Method 7E or CARB Method 100; and
  - d. Stack gas oxygen - EPA Method 3A or CARB Method 100. [District Rule 3.4]
29. The District must be notified prior to any emissions testing event and a protocol must be submitted for approval thirty (30) days prior to testing. The results of an emissions testing event shall be submitted to the District within sixty (60) days of the test date. The protocol and report shall be mailed to the attention of the Supervising Air Quality Engineer. [District Rule 3.4]
30. The Permit Holder shall maintain a written log of all maintenance work performed that requires the shutdown of the gas collection system. The log shall include a description of work, the date work was performed, and the amount of time needed to complete the maintenance work. Emissions of landfill gas to the atmosphere shall be minimized during each shutdown. [District Rule 3.4]
31. The Permit Holder shall operate the gas collection system in a manner which maximizes the amount of landfill gas extracted from the landfill, while preventing overdraw that can cause a fire or the damage of the gas collection system. [District Rule 3.4]
32. Except for active disposal areas, or areas undergoing maintenance or repair, or areas not served by the gas collection system, the Permit Holder shall operate the gas collection system in such a manner that the surface emissions testing of the landfill demonstrates the concentrations of total organic compounds (measured as methane) do not exceed 500 ppmv at any point on the surface of the solid waste disposal site or along the gas transfer path of the gas collection system. [District Rule 3.4]
33. The Permit Holder shall comply with all applicable standards, criteria and requirements of Section 60.752(b) of 40 CFR Part 60, Subpart WWW, Standards of Performance for Municipal Solid Waste Landfills, upon determination by the District that the Yolo County Central Landfill's uncontrolled non-methane organic compounds (NMOC) emission rate exceeds 50 megagrams per year. [District Rule 3.4]
34. The Permit Holder shall monitor and record on a daily basis the following quantities of landfill gas:
  - a. Measured amount of landfill gas collected by the system's collection blower (in standard cubic feet);

- b. Measured amount of landfill gas combusted in the flare (in standard cubic feet);  
and
  - c. Calculated amount of landfill gas combusted in the flare (in British thermal units). [District Rule 3.4]
35. The Permit Holder shall calculate and record the actual combined quarterly and annual VOC, CO, NO<sub>x</sub>, SO<sub>x</sub> (converted from the inlet H<sub>2</sub>S concentration using mass balance), and PM<sub>10</sub> emissions from all landfill gas combustion equipment served by this collection system. The calculations shall use each emissions unit's actual fuel usage and either:
- a. For pollutants with on-going source testing requirements, the emission factors from the most recent source test submitted to, and approved in writing by, the District; or
  - b. For pollutants without on-going testing requirements, the established emission factor for the emissions unit used in the most recent emission evaluation. [District Rule 3.4]
36. The Permit Holder shall maintain all records on site for a period of five (5) years from the date of entry and these records shall be made readily available to District personnel upon request. [District Rule 3.8, '302.6(b)]

This permit does not authorize the emission of air contaminants in excess of those allowed by Division 26, Part 4, Chapter 3, of the Health & Safety Codes of the State of California or the Rules and Regulations of the Yolo-Solano Air Quality Management District.

Paul Hensleigh  
INTERIM AIR POLLUTION CONTROL OFFICER

By: Paul And Hensleigh

Date of Issuance: April 6, 2023

**ANNIVERSARY DATE: April 14**

SB 04/06/2023

EXHIBIT H  
PAYMENT BOND

BOND NO. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the County of Yolo, State of California, ("Owner") has awarded to \_\_\_\_\_ ("Contractor/Principal") a contract (County Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, YEAR, referred to as the "Agreement") for the work described as \_\_\_\_\_. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we, \_\_\_\_\_, \_\_\_\_\_ the undersigned Contractor/Principal, and \_\_\_\_\_, ("Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the County of Yolo, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), which such sum being not less than one hundred percent (100%) of the total amount payable by the Owner under the terms of the Agreement, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants

otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor/Principal (SEAL)

By: \_\_\_\_\_  
Contractor/'s Representative

\_\_\_\_\_  
Contractor/Principal's Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Surety (SEAL)

By: \_\_\_\_\_  
Surety's Representative

\_\_\_\_\_  
Surety's Address

\_\_\_\_\_  
City, State, Zip

---

Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be on file with the Yolo County Clerk.

EXHIBIT I  
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Yolo, organized and operating under the laws of the State of California, (hereinafter referred to as the "County") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for **Contract No.** \_\_\_\_\_, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the County in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the County, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the County in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally

protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the County to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the County's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the County to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the County may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the County, when declaring the Contractor in default, notifies Surety of the County's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Title \_\_\_\_\_

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_

