

**BOARD MINUTES
BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA**

**SUPERVISORS STEVE BENNETT, LINDA PARKS,
KATHY I. LONG, PETER C. FOY AND JOHN ZARAGOZA
March 20, 2012 at 8:30 a.m.**

21.3

PUBLIC WORKS AGENCY - County of Ventura - Approval of, and Authorization for, the Third Amended and Restated Agreement for the Operation and Closure of the Simi Valley Landfill and Recycling Center with Waste Management of California, Inc; Supervisorial District No. 4.

- (X) All board members are present; except Supervisors Bennett and Zaragoza.
- (X) Upon motion of Supervisor Parks, seconded by Supervisor Long, and duly carried, the Board hereby approves the staff recommendations as stated in the respective Board letters for Consent Items 10 – 16; Consent Agenda Item 17 is heard as a Regular Agenda Item.

By: _____

Rosa Gonzalez
Deputy Clerk of the Board

CLERK'S CERTIFICATE

I hereby certify that the annexed instrument is a true and correct copy of the document which is on file in this office.

MICHAEL POWERS, Clerk of the Board of Supervisors,
County of Ventura, State of California.

Dated: _____

March 23, 2012

By: _____

Deputy Clerk of the Board



Item # 15
3/20/12

COUNTY OF VENTURA

PUBLIC WORKS AGENCY
JEFF PRATT
Agency Director

Water & Sanitation Department
R. REDDY PAKALA
Director

Integrated Waste Management Division
Bruce Belluschi
Manager

March 20, 2012

Board of Supervisors
800 S. Victoria Avenue
Ventura, CA 93009

Subject: Approval of, and Authorization for, the Chair to Sign the Third Amended and Restated Agreement for the Operation and Closure of the Simi Valley Landfill and Recycling Center with Waste Management of California, Inc; Supervisorial District No. 4.

Recommendations:

Approval of, and Authorization for, the Chair to Sign the Third Amended and Restated Agreement for the Operation and Closure of the Simi Valley Landfill and Recycling Center with Waste Management of California, Inc; Supervisorial District No. 4.

Fiscal/Mandates Impact:

Mandatory: No

Source of Funding: Waste Management of California, Inc.

Funding Match Required: None

Impact on Other Departments: None

Summary of Revenue and Total Costs:	FY 2011-12	FY 2012-13
Revenue	\$2,570,000	\$3,030,000
Costs:		
Direct	\$0	\$0
Indirect – Agency/Department	0	0
Indirect – CAP	0	0
Total Costs	\$0	\$0
Net County Cost	(\$2,570,000)	(\$3,030,000)
Recovered Indirect Costs	\$0	\$0

Current FY 2011-12 Budget Projection for General Fund: General Purpose Revenue – Org. 1070				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated (Savings/Deficit)
Appropriations	0	0	0	-0-
Revenue	\$ 314,832,500	\$ 314,832,500	\$ 314,832,500	-0-
Net Cost	(\$ 314,832,500)	(\$ 314,832,500)	(\$ 314,832,500)	-0-

County Surcharge Revenue is included in the FY12 Adopted Budget. The Sustainability Fee is not included in the FY12 Adopted or Adjusted Budget.

Discussion:

In November 2002, your Board and Waste Management of California, Inc. ("Waste Management") entered into an Agreement for the Operation and Closure of the Simi Valley Landfill and Recycling Center ("Agreement"). The Agreement fulfilled a Ventura County Ordinance Code requirement for all permitted solid waste disposal facility operators either to franchise or contract with the County prior to operating within the unincorporated area of Ventura County. In general, the purpose of the Agreement is to regulate landfill disposal rates and other operational or administrative considerations outside the purview of the landfill's land use permit.

This is the third amendment to the Agreement, the first and second having occurred on April 6, 2004 and January 11, 2005 respectively. This amended Agreement shall become effective on March 20, 2012, if approved by your Board.

While most of the changes within this third amended Agreement are administrative in nature, some are more noteworthy as they reflect outcomes from Waste Management's recent expansion application for the Simi Valley Landfill and Recycling Center ("landfill") and the resulting Sustainability Fee Agreement (SFA); both the landfill expansion and SFA were approved by your Board on July 19, 2011. These changes include:

- The landfill's disposal rate methodology and fee schedule were amended to reflect additional charges for material originating from outside the jurisdictional boundaries of Ventura County, but from within the State of California, to reflect the terms of the new SFA;
- Section 3.5 was added to require Waste Management to give priority acceptance to Ventura County originating solid waste and recovered materials over non-Ventura County originating material each operating day at the landfill;

- The newly added Section 3.5 also requires the implementation of a materials origin monitoring and reporting process to more accurately track material delivered to the landfill originating both from within, and from outside of, Ventura County;
- Section 4.2.4, which describes the County surcharge fee, has been amended to reflect the terms of the SFA. Effective January 1, 2015, the County surcharge fee will apply to only certain recovered materials deposited within the landfill's boundaries to encourage recycling (the surcharge fee will continue to apply to all solid waste); and
- Sub-section 3.12.1 describes the cooperation between Waste Management, the County and other participating jurisdictions to develop conversion technology (i.e., technology which converts organic waste into sustainable sources of energy or alternative fuels) at the landfill as feasible.

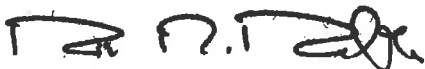
As with other current agreements between the County and Waste Management, the terms and conditions of this agreement, particularly with respect to general purpose revenue paid to the County by Waste Management, shall survive any potential, future annexation of the landfill by another jurisdiction.

We have included a strike-out version of the existing agreement (Exhibit 1) and a clean copy of the amended and restated agreement (Exhibit 2) for your use.

We are recommending your Board approve and authorize the Chair to sign the amended and restated Agreement for the Operation and Closure of the Simi Valley Landfill and Recycling Center with Waste Management (Exhibit 2).

This item has been reviewed by the County Executive Office, Auditor-Controller's Office, and County Counsel.

If you have any questions regarding this item, please contact the undersigned at 654-2075 or Bruce Belluschi at 658-4311.



R. R. PAKALA
Director, Water and Sanitation Department

Exhibit 1 - Existing Agreement (strike-out version)

Exhibit 2 - Amended and Restated Agreement (clean copy)

**COUNTY OF VENTURA
STATE OF CALIFORNIA
AMENDED AND RESTATED AGREEMENT FOR THE OPERATION AND CLOSURE OF
THE SIMI VALLEY LANDFILL AND RECYCLING CENTER**

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**COUNTY OF VENTURA
STATE OF CALIFORNIA
AMENDED AND RESTATED AGREEMENT FOR THE OPERATION AND CLOSURE OF
THE SIMI VALLEY LANDFILL AND RECYCLING CENTER**

This amended and restated AGREEMENT is made and entered into by and between the COUNTY OF VENTURA (hereinafter "the County") and WASTE MANAGEMENT OF CALIFORNIA, INC., a California corporation (hereinafter "Waste Management"), sometimes singularly referred to as the "Party" and collectively referred to as the "Parties" to this Agreement.

RECITALS

WHEREAS, a solid waste disposal facility may be operated within the unincorporated area of the County only upon the granting of a franchise by the County or upon the operator of a landfill entering into an agreement with the Ventura County Board of Supervisors to operate such facility as provided in Section 4760 of the Ventura County Ordinance Code; and

WHEREAS, the County has determined that the siting, operation, and closure of landfills in the unincorporated area of the County require public agency control and supervision and that this can best be accomplished through the use of an agreement between the County and the landfill operator; and

WHEREAS, Waste Management is the owner of the Simi Valley Landfill and Recycling Center (the "Landfill") and has the exclusive right to occupy and operate the Landfill as a sanitary landfill subject to obtaining the necessary governmental approvals and permits and complying with applicable laws; and

WHEREAS, in 2002 the Parties entered into the "Agreement for the Operation and Closure of the Simi Valley Landfill and Recycling Center" which the Parties amended in 2004 and 2005, and which the Parties now wish to amend and restate in its entirety with this Agreement.

NOW, THEREFORE, the County and Waste Management, for and in consideration of the covenants and agreements as hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do mutually agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 AGREEMENT. "Agreement" refers to this "Amended and Restated Agreement for the Operation and Closure of the Simi Valley Landfill and Recycling Center." This Agreement is in lieu of a franchise and nothing in this Agreement is to be construed as creating a franchise or deemed to be a franchise. Upon the Effective Date (as defined in Section 2.1, "Term"), this Agreement shall amend and restate the "Agreement for the

Operation and Closure of the Simi Valley Landfill and Recycling Center" between the Parties executed November 26, 2002, as amended in 2004 and 2005.

Section 1.2 ANNUAL PERIOD. "Annual Period" refers to twelve (12) consecutive calendar months beginning the first day of January of each year throughout the term of this Agreement.

Section 1.3 ANNUAL REPORT. The "Annual Report" is a summary document reporting Waste Management's activities and overall performance during the preceding July 1st through June 30th reporting period.

Section 1.4 BOARD. "Board" means the Board of Supervisors of the County of Ventura.

Section 1.5 CONTRACT COLLECTOR. "Contract Collector" means a Landfill user maintaining a contract or franchise agreement with any jurisdiction or governmental entity within Ventura County for the collection of Solid Waste.

Section 1.6 COUNTY. "County" means the County of Ventura, a political subdivision of the State of California.

Section 1.7 COUNTY SURCHARGE. "County Surcharge" means a special charge required by the County. The County Surcharge shall be five percent (5%) of the Mean Market Rate, pursuant to Section 4.2.4, and a component of the chargeable Rates for Solid Waste and Recovered Materials delivered to the Landfill. Except as provided in Section 4.2.4, and regardless of the Posted Gate Rate or other Rates actually charged or collected by Waste Management for the disposal of Solid Waste or for the acceptance of recovered Materials at the Landfill, the County Surcharge shall be collected in full and without discount or reduction for payment to the County pursuant to Section 3.9.3. The amount of the County Surcharge is established in accordance with Sections 4.2.4 and 4.2.5.

Section 1.8 DIRECTOR. "Director" means the Director of the County Public Works Agency, the Director's designee, or the Director's successor.

Section 1.9 DISPOSAL PRIVILEGES. "Disposal Privileges" means the privilege to dispose of Solid Waste at, and/or acceptance of Recovered Materials at, the Landfill in accordance with all applicable laws, regulations and permits.

Section 1.10 EMERGENCY. "Emergency" means a sudden, unexpected occurrence demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geological movements, as well as such occurrences as riots, accident and sabotage.

Section 1.11 GATE FEE COLLECTION SYSTEM. "Gate Fee Collection System" means all equipment, hardware, and accompanying software utilized for purposes of

assessing, collecting, and accounting for Tipping Fees for the disposal of Solid Waste and for the acceptance of Recovered Materials at the Landfill.

Section 1.12 HOURS OF OPERATION. "Hours of Operation" are those times during which the use of heavy equipment and other Landfill related machinery necessary for operation of the Landfill in compliance with all Permits and this Agreement shall be allowed. The Hours of Operation will likely be in excess of the Hours of Public Access, and shall be prescribed by the conditions of applicable Permits.

Section 1.13 HOURS OF PUBLIC ACCESS. "Hours of Public Access" means those times when the using public may enter the Landfill to dispose of Solid Waste and/or deliver Recovered Materials as are prescribed by the conditions of applicable Permits.

Section 1.14 INITIAL GATE RATES. The "Initial Gate Rates" refers to the Posted Gate Rates as shown on the Service and Fee Schedule attached as Exhibit A hereto.

Section 1.15 LANDFILL. "Landfill" means the Simi Valley Landfill and Recycling Center where the disposal of Solid Waste, the collection and processing of Recovered Materials, and any other allowed or permitted use occurs as described in the Permits for operation from Regulatory Agencies, including the Land Use Permit (LU07-0048) (Simi Valley Landfill Expansion and Modernization), as may be amended from time to time. For purposes of this Agreement, Landfill is synonymous with "Site".

Section 1.16 MANDATED FEES. Mandated Fees means those monies required from Waste Management by any Regulatory Agency for the purpose of funding federal, State or regional solid waste programs. Mandated Fees do not include the County Surcharge.

Section 1.17 MARKET INDEX. "Market Index" means the inventory of active municipal solid waste landfills shown within the Geographical Market Area Map and attached as Exhibit C, as may be amended from time to time pursuant to section 4.3 et seq.

Section 1.18 MARKET RATE VARIANCES. "Market Rate Variances" means the percentages by which the Posted Gate Rates may exceed the Mean Market Rate. For purposes of this agreement, the Market Rate Variance is five percent (5%) for material originating from within Ventura County or outside the State of California and ten percent (10%) for material originating outside of Ventura County but within the State of California. The purpose of the Market Rate Variances is to correct for annual fluctuations in the market or unique operating conditions that may not be accurately captured in the calculation of the Mean Market Rate.

Section 1.19 MAXIMUM GATE RATES. "Maximum Gate Rates" means the maximum allowable total per ton costs for disposing of solid waste and/or acceptance of Recovered Materials at the Landfill. The Maximum Gate Rates includes the County Surcharge and all applicable Mandated Fees as established and adjusted pursuant to Article 4 of this Agreement.

Section 1.20 MEAN MARKET RATE. "Mean Market Rate" means the dollar amount equal to the mean average posted gate rate as of July 1 of the current year for the disposal of solid waste at all municipal solid waste landfills as shown on Exhibit B.

Section 1.21 NONCONTRACT HAULER RATES. "Noncontract Hauler Rates" means the maximum rates chargeable by Waste Management to Noncontract Haulers, pursuant to Section 4.3.2 of this Agreement.

Section 1.22 NONCONTRACT HAULERS. "Noncontract Haulers" means all Landfill users other than Contract Collectors and/or users delivering Recovered Materials.

Section 1.23 PERMITS. "Permits" mean any and all governmental approvals, entitlements, clearances or classifications, including, without limitation, general plan amendments, environmental impact report(s), zoning approvals, conditional use permits, waste discharge requirements, facility permits, permits to operate, authorities to construct, closure plans, building permits, encroachment permits, grading permits, tree removals and replacements, tract/parcel maps and such other governmental permits, consents or approvals as may be necessary to allow Waste Management to expand and operate the Landfill.

Section 1.24 POST-CLOSURE MAINTENANCE. "Post-Closure Maintenance" means those activities as required by federal, State, and local laws and regulations to be undertaken at the Landfill following Site Closure to maintain the integrity of containment features, and to comply with and monitor compliance with, applicable performance standards as specified by law.

Section 1.25 POSTED GATE RATES. "Posted Gate Rates" is synonymous with the term "Tipping Fees" and are the actual fee amounts posted at the Landfill and chargeable for disposal of Solid Waste and/or acceptance of Recovered Materials as shown on the Service and Fee Schedule (Exhibit A). Two Posted Gate Rates will appear at the Landfill, one for Solid Waste originating from within Ventura County or outside the State of California and another for Solid Waste originating outside of Ventura County but within the State of California. The Posted Gate Rates include the County Surcharge and all applicable Mandated Fees, and shall be established in accordance with Article 4.

Section 1.26 POSTED GATE RATES FOR SPECIAL HANDLING WASTE. "Posted Gate Rates for Special Handling Waste" means the rates shown on the Service and Fee Schedule for receipt at the Landfill of any Special Handling Waste. Two schedules of Posted Gate Rates for Special Handling Waste may be appear at the Landfill, one for materials originating from within Ventura County and another for materials originating outside of Ventura County but within the State of California. The Posted Gate Rates for Special Handling Waste includes the County Surcharge and all applicable Mandated Fees.

Section 1.27 QUARTER. "Quarter" or "Quarterly" shall be defined as the time periods between January 1, April 1, July 1, and October 1.

Section 1.28 RATES. "Rates" mean collectively the Initial Gate Rates, the Maximum Gate Rates, the, Posted Gate Rates, the Special Handling Rates and the Noncontract Hauler Rates, wherever applicable.

Section 1.29 RECOVERED MATERIALS. "Recovered Materials" means all materials brought to the Landfill, including "alternative daily cover" (ADC), "alternative intermediate cover" (AIC) or "beneficial reuse", which are then retrieved or diverted from disposal for the purposes of recycling, re-use, composting or conversion, as these terms are defined in the Public Resources Code Section 40000 et seq. as may be amended from time to time, or other applicable law. "Recovered Materials" do not include materials generated on-site.

Section 1.30 REGULATORY AGENCY. "Regulatory Agency" or "Regulatory Agencies" means federal, State and local entities which regulate the operation and maintenance of sanitary landfills including, without limitation: the California Department of Resources Recycling and Recovery (CalRecycle); California Regional Water Quality Control Board; California Air Resources Board; California Department of Health Services; the Ventura County Environmental Health Department as Local Enforcement Agency for handling and disposal of Solid Waste; and the Ventura County Air Pollution Control District.

Section 1.31 SERVICE AND FEE SCHEDULE. "Service and Fee Schedule" means a list of Solid Waste and Recovered Materials types and corresponding fee amounts chargeable at the Landfill for disposal of Solid Waste and acceptance of Recovered Materials types as shown on Exhibit A hereto.

Section 1.32 SITE CLOSURE. "Site Closure" means the cessation of Solid Waste disposal at all or portions of the Landfill and subsequent operations necessary to prepare the Landfill for Post-Closure Maintenance in accordance with laws, regulations, Regulatory Agency requirements, and Permits.

Section 1.33 SOLID WASTE. "Solid Waste" means those nonhazardous solid waste products, as defined by the laws and regulations of the State of California, as amended from time to time, which are, or can be, appropriately disposed at a Class III landfill as defined by statute.

Section 1.34 SPECIAL HANDLING WASTE. "Special Handling Waste" means certain types and forms of Solid Waste permitted for disposal at, or Recovered Materials permitted for acceptance at, the Landfill which, because of their unusual size or type, will require special handling by Waste Management, such as, by example only, sewage sludge, tires, large appliances, large dead animals, telephone poles, concrete and asphalt. To the extent practical, Special Handling Wastes accepted at the Landfill will be identified in the Service and Fee Schedule.

ARTICLE 2. TERM OF AGREEMENT

Section 2.1 TERM. This Agreement shall become effective on the last date upon which it is approved by the Board and executed by the Parties ("Effective Date"), and shall

expire after Site Closure of the entire Landfill and Waste Management's compliance with all of its obligations under Section 7.1 pertaining to Site Closure and Post-Closure Maintenance.

Section 2.2 REVIEW AND RENEGOTIATION OF AGREEMENT. In addition to the provisions for five (5) year reviews in Section 4.3.5, the notice of application completeness for the issuance of a new Land Use (LU) Permit for the operation of the Landfill or a major modification of the existing LU Permit shall give either Party, in its sole discretion, the right to review and require renegotiations of such provisions of this Agreement directly relating to the operations affected by that new LU Permit or major modification thereof. Such right must be exercised, if at all, by notice to the other Party within forty-five (45) days following the notice of application completeness of the new LU Permit or major modification thereof.

Section 2.3 SURVIVAL OF CERTAIN AGREEMENT PROVISIONS. The following provisions shall survive expiration or termination of this Agreement: Section 7.1 (Site Closure/Post-Closure Maintenance Responsibilities); Section 9.3 (Condemnation); Section 9.4 (Right to Take/Right to Possession); Section 9.6 (Specific Performance); and Section 11.3 (Hold Harmless Agreement).

ARTICLE 3. PERFORMANCE OF WASTE MANAGEMENT

Section 3.1 OPERATION OF LANDFILL. Waste Management shall operate the Landfill in compliance with: all federal, State and local laws; applicable Permits; Regulatory Agency requirements; and all terms and conditions.

Section 3.1.1 COMMUNITY RELATIONS/COMPLAINT RESOLUTION. Waste Management shall notify the Director or designee via electronic email of all complaints received from the public relative to any aspect of the Landfill's operation or incidents of alleged violations of this Agreement no more than 24 hours (excluding weekends) after receiving such complaint. All such notifications from Waste Management shall include the date and time of the initial complaint; the nature of the complaint; the name of the person(s) initiating such contact (or "anonymous" if no name is given); the date and time of the response to such complaint or communication; and the method in which any such complaint or communication was, or will be, addressed and/or resolved. Waste Management shall respond to all complaints received from the public by the end of the next business day (excluding weekends).

Waste Management shall respond to any complaint received from the County, or other public employee, with regard to any portion of this Agreement no more than 24 hours after such complaint is received. Waste Management shall provide the Director via electronic mail, no more than 24 hours (excluding weekends) after complaint response, with the date and time of the response to such complaint or communication, as well as the method in which any such complaint or communication was, or will be, addressed and/or resolved.

A numerical count of all complaints received during each calendar year shall be maintained by Waste Management and listed within the company's Annual Report to the County, pursuant to Section 3.13.

Section 3.2 WASTE FLOW AND REVENUE STREAM. Neither the County nor this Agreement guarantees that Waste Management will receive revenue from the Landfill in any amount, including, without limitation, an amount equal to the Posted Gate Rate.

Nothing in this Agreement shall be construed as limiting any person or company, or the County or any other local government agency from entering into flow control or rate agreements with Waste Management. All flow control agreements and any related rate agreements between Waste Management and the County or any other local government agency shall be public documents. Waste Management has no authority to waive or reduce applicable Mandated Fees and the County Surcharge.

Section 3.3 WASTE TYPES ACCEPTED. Waste Management and the County shall allow disposal at the Landfill of Solid Waste and the acceptance of Recovered Materials as provided herein. Waste Management shall provide for disposal of municipal sewage sludge meeting criteria set forth in the California Code of Regulations, as amended from time to time.

Section 3.4 UNACCEPTABLE WASTE. Waste Management shall not allow disposal of waste other than Solid Waste at the Landfill. It is recognized that some non-approved materials, including hazardous wastes, may occasionally be unloaded at the Landfill by users thereof. Waste Management shall train all appropriate on-site employees to recognize unacceptable wastes. In the event unacceptable waste is deposited at the Landfill, it will be handled and caused to be removed by Waste Management in accordance with applicable laws and regulations. Nothing herein is intended to relieve the person or persons depositing or causing to be deposited such unacceptable waste from any liability. Waste Management retains the right to use all legal means to recover costs of removal and alternate disposal or treatment of unacceptable waste from such person or persons and may assign such cause of action to the County, if the County agrees to accept it.

Section 3.5 PRIORITY ACCEPTANCE OF VENTURA COUNTY SOLID WASTE AND RECOVERED MATERIALS. Prior to the Effective Date, Waste Management shall prepare and implement a Solid Waste and Recovered Materials origin monitoring and reporting program consistent with Title 14, CCR, Chapter 9, Article 9.2, §18800 et seq. and to comply with condition 55(b) of Ventura County Land Use Permit ((LU07-0048), Major Modification No. 8 to Conditional Use Permit 3142, Simi Valley Landfill and Recycling Center Expansion and Modernization), as may be amended from time to time and as further described in Section 3.9.2.

Condition 55(b) requires Waste Management to ensure Solid Waste and Recovered Materials originating from within Ventura County and delivered to the Landfill each day receive priority over Solid Waste and Recovered Materials originating from outside of Ventura County boundaries (i.e., "imported tons") and also delivered to, disposed or processed at the Landfill.

Section 3.6 INSPECTION, INVESTIGATION, AND EVALUATION OF LANDFILL. Waste Management shall inspect, investigate, and evaluate the Landfill as necessary to maintain its compliance with this Agreement and applicable laws, Regulatory Agency requirements and Permits. Waste Management shall ensure the Landfill is accessible during all Hours of Operation and at any other reasonable time to officials of Regulatory Agencies for any reasonable, lawful and proper purpose. During any inspection of the Landfill by such official(s), Waste Management's representatives shall be entitled to accompany such official(s).

Section 3.7 PERMITS. Upon receipt of any notices of violation or revocation of any permit relating to the Landfill, Waste Management shall immediately notify the Director in writing of such receipt within five (5) business days.

Section 3.8 GATE FACILITIES. Waste Management shall supply, construct, and thereafter maintain a Gate Fee Collection System, including such facilities designed and located as necessary so as to expedite the fee transactions. Landfill plans for the fee collection facilities must be consistent with the requirements of the current Conditional Use Permit for the Landfill. The Parties acknowledge and agree that certain types of materials are accepted on a per load or per item basis, as set forth in Exhibit A.

Section 3.8.1 TRUCK SCALES. Waste Management shall supply, construct, and maintain truck scales as necessary to expedite the fee transactions, prevent traffic backup, and allow for necessary preventive maintenance and occasional repairs. The scales shall be compatible with the computerized Gate Fee Collection System and with the County's reporting requirements. The following is applicable to the maintenance and use of the scales:

(1) The scales are to be open and in working order during all Hours of Public Access at the Landfill.

(2) Vehicle access to the Landfill for vehicles carrying Solid Waste and Recovered Materials must only take place at the Landfill entrance, and all Solid Waste disposal and Recovered Materials delivery vehicles shall be recorded by the Gate Fee Collection System.

(3) Waste Management shall make provisions for quick repairs of the scales by competent technicians to minimize downtime.

(4) The scales shall meet all applicable State and local requirements for design and accuracy.

(5) Only those scales functioning in accordance with all applicable regulations shall be used.

(6) Waste Management shall submit to periodic scale inspections and checks for accuracy during regular business hours by the State and the County Division of Weights and Measures and obtain required certifications the State of California and the County.

Waste Management shall supply, deliver and maintain utilities to the Landfill and is responsible for all on-site and off-site costs and service charges in connection therewith.

Section 3.8.2 OPERATION OF GATE FEE COLLECTION SYSTEM. During all Hours of Public Access, Waste Management shall operate the Gate Fee Collection System, including providing all labor and materials necessary with respect thereto except as otherwise specifically provided in this Agreement.

In the event no Landfill scale is operable at any given time and such condition cannot be avoided, the Landfill shall direct all loads to a nearby state certified scale, require such loads to obtain a certified weight ticket prior to entering the Gate Fee Collection area and notify Director of such circumstances via electronic mail by next business day.

Section 3.9 LANDFILL REPORTS AND PAYMENT OF FEES.

Section 3.9.1 MONTHLY REPORTS. Waste Management shall provide to the County a "Material Receipt Questionnaire" (Exhibit E), as may be amended by the County from time to time, each month during the term of this Agreement and within 15 days following the last day of the preceding month. Waste Management shall also provide to the County a monthly County Surcharge tonnage summary in an agreed upon format, or as may be amended by the County from time to time, when submitting the monthly County Surcharge payment.

Section 3.9.2 QUARTERLY REPORTS. Waste Management shall furnish the County with any Quarterly reports as required by state law or regulation, per Title 14, CCR, Chapter 9, Article 9.2, §18800 et. seq. In no case shall the delivery of such reports be more than 75 days following the end of the preceding Quarter.

In addition, Waste Management shall furnish the County with a Quarterly report pursuant to Ventura County Ordinance Code Section 4792 et seq. In no case shall the delivery of such reports be more than 30 days following the end of the preceding Quarter. The County reserves the right to implement reasonable modifications to the Quarterly reports as necessary and Waste Management shall exercise reasonable cooperation in implementing all such modifications.

Section 3.9.3 PAYMENT OF FEES. Except as provided in this Agreement, Waste Management shall account for all Solid Waste and Recovered Materials tonnage received at the Landfill. Concurrently with the reports indicated in Sections 3.9.1 and 3.9.2, Waste Management shall remit to the County all fees and County Surcharge amounts due on the applicable tonnage recorded by the Gate Fee Collection System during the preceding reporting periods as required by law, regulation, or this Agreement.

Section 3.10 HOURS OF PUBLIC ACCESS. For purposes of this Agreement, Hours of Public Access shall be the days and hours as determined by the terms of the Permits. Waste Management shall, at the request of the County, remain open at such times and on such days in addition to regular hours specified by the Permits, if allowed by Regulatory Agencies, as may be necessary and appropriate to respond to Emergencies as determined to exist by the County for the disposal of Solid Waste and the delivery of Recovered Materials generated or created by such Emergency conditions at no additional charge or increase in the Posted Gate Rate. The scheduled Hours of Public Access may be changed in a manner consistent with Permits as long as safe access to disposal and delivery areas are provided at all times.

Section 3.11 NONDISCRIMINATORY SERVICE. Waste Management shall provide nondiscriminatory service for all users of the Landfill, provided users abide by all rules and regulations of the Landfill. Waste Management retains the right to refuse Disposal Privileges to any user failing to abide by such rules and regulations or failing to pay the appropriate Rates, and in accordance with Section 3.5.

Section 3.12 RECYCLING PROGRAMS. Waste Management shall cooperate with the County and other participating jurisdictions by participating in, as required by law or Permit or, if not so required, as feasible, programs designed to meet the diversion and reporting requirements of the California Integrated Waste Management Act and other applicable federal, State and local laws and regulations. Such participation shall include the development and maintenance of Recovered Materials recycling or other diversion activities at the Landfill, as well as special collection facilities at the Landfill, such as certain electronic waste and antifreeze, battery, oil, and paints facilities, as feasible. For the purpose of this Section 3.12 et seq., "feasible" means "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social and technological factors."

Section 3.12.1 CONVERSION TECHNOLOGY. To extend Landfill disposal capacity and to create sustainable sources of energy or alternative fuels, Waste Management shall demonstrate good faith efforts, while cooperating with the County and participating jurisdictions, to identify, and develop, new conversion technology projects at the Landfill to process Solid Waste, including biosolids from Ventura County wastewater treatment plants, as feasible.

Waste Management shall provide reports concerning recycling and diversion activities as may be required by applicable laws, regulations and Permits, including, but not necessarily limited to, separately stated Recovered Materials recycling and diversion tonnage data to the County in a mutually agreed format.

Section 3.13 ANNUAL REPORT. Waste Management shall, by September 1 of each year, provide an Annual Report to the County for the preceding July 1 through June 30 reporting period.

The Annual Report summarizes Landfill related activities, including, without limitation: compliance with the provisions of this Agreement and Land Use Permit Number LU07-

0048, (Simi Valley Landfill and Recycling Center Expansion and Modernization), as may be amended from time to time; complaints pertinent to the provisions of this Agreement and corrective actions taken; waste stream volumes and waste type by jurisdiction of origin; actual per ton disposal costs for every local, State or federal government Landfill user, regardless of origin; recycling and material recovery efforts; evidence of compliance with State Site Closure and Post-Closure Maintenance funding and financial assurances; evidence of insurance coverage; proposed Posted Gate Rates for the next Annual Period; and proposed Posted Gate Rates adjustment calculations, as applicable.

Waste Management shall submit a hard copy of the Annual Report to the County and to any other Ventura County city requesting a copy. Each Annual Report shall include the information set forth in this Section. The Annual Report may rely upon information disclosed in prior Annual Reports by specifying and reaffirming the accuracy of such information as of the date of the current Annual Report.

Section 3.14 REMAINING LANDFILL CAPACITY. No later than July 15 of each year, Waste Management shall provide to the County, within the Material Receipt Questionnaire referenced in Section 3.9.1, the most recent calculation of remaining Landfill capacity in a methodology approved by the California Department of Resources Recycling and Recovery (CalRecycle).

Section 3.15 PENALTY FOR NONCOMPLIANCE. In the event of noncompliance by Waste Management with any condition or provision of this Agreement, the County shall notify Waste Management of the identified noncompliance.

Following the notification of noncompliance and reasonable opportunity to cure, the Director may impose penalties for non-compliance upon three (3) days notice to Waste Management in accordance with the following penalty schedule until such time as compliance is achieved:

\$ 500.00 per day during the first week of non-compliance
\$ 750.00 per day during the second week of non-compliance
\$ 1,000.00 per day during the third week of non-compliance
\$ 1,250.00 per day for each day thereafter

Notwithstanding either of the above paragraphs, no monetary penalties shall be imposed by the County in the event that Waste Management and/or said Regulatory Agency are diligently pursuing the process of correction or mitigation of the event(s) causing noncompliance.

Waste Management has the right to arbitrate any action taken by the County under this provision in accordance with Section 11.9 of this Agreement.

Section 3.16 RECORDS. Waste Management shall maintain separate and accurate books, records, documents and other evidence for the Landfill that are necessary to implement all provisions of this Agreement in accordance with accepted professional

practice and Generally Accepted Accounting Principles (GAAP). Waste Management shall retain these records for the Landfill for a period of at least the six (6) immediate past years.

Section 3.17 RIGHT TO AUDIT. The County has the right to audit the books and records of Waste Management, to the extent required to monitor Waste Management's performance under this Agreement, for at least four (4) immediate past years to verify accuracy of reporting and payments to County.

Section 3.18 RESIDENTIAL FREE DAYS. Waste Management shall coordinate with the County and the cities of Thousand Oaks, Simi Valley and Moorpark to provide residents of these jurisdictions an opportunity to deliver, at no cost to the residents, cities or County, Solid Waste and/or Recovered Materials to the Landfill ("Free Days") as jointly designated by Waste Management and the respective jurisdictions, except that unincorporated area residents may participate in all such events sponsored by Waste Management and the cities.

During Free Days, residents may dispose of domestic Solid Waste, including green waste as a Recovered Material, but not Special Handling Waste or Solid Waste from commercial generators, free of any charge. All tonnage received during free days shall be recorded by the Gate Fee Collection System by jurisdiction of origin and reported to the County on the appropriate monthly or Quarterly reports.

No later than March 1st of each year, Waste Management shall provide the County with a complete schedule, by specific date, of Free Day events for all cities and unincorporated area County residents for the current calendar year.

ARTICLE 4. RATES

Section 4.1 RATES GENERALLY. This Agreement sets forth the principles and procedures to be followed by the Parties to establish and adjust the Rates for each Annual Period. It is the intent and purpose of this Agreement that the Rates are to be based on, and reflective of, the solid waste landfill market area. Any construction of the terms of this Agreement shall be consistent with this intent.

Section 4.1.1 APPLICATION OF THE INITIAL GATE RATES. The Initial Gate Rates shall be the Posted Gate Rates as identified in the existing Service and Fee Schedule (Exhibit A), previously approved by the County.

Section 4.1.2 APPLICATION OF THE POSTED GATE RATES. Subject to the provisions of Sections 4.1- 4.3, the Posted Gate Rates are the maximum allowable Rates Waste Management may charge or receive from the public for disposing Solid Waste or for accepting Recovered Materials at the Landfill. Waste Management shall not charge or receive any Rates, charges or fees, or receive any other consideration, for disposing Solid Waste or for accepting Recovered Materials at the Landfill that is in excess of the Posted Gate Rates.

The Posted Gate Rates shall be: established by Waste Management annually; subject to the County's approval; effective January 1 of each year; and posted on the Landfill's Service and Fee Schedule. The Posted Gate Rates shall not exceed the Maximum Gate Rates, but may, at the discretion of Waste Management, be less than the Maximum Gate Rates.

Nothing in this Agreement precludes Waste Management from charging less than the Posted Gate Rates, provided such reduced Rates are permitted by law. If these reduced Rates are made available to any commercial haulers operating under a franchise or agreement with a Ventura County jurisdiction, the County's contract haulers automatically qualify to receive such reduced Rates.

Section 4.2 GENERAL RATE MAKING PROCEDURES. The following procedures establishing the Rates are applicable to each Annual Period adjustment following the first Annual Period.

Section 4.2.1 RATES ADJUSTMENT SCHEDULE. On or before August 15 of each year following the Effective Date and continuing throughout the term of this Agreement, the County shall submit to Waste Management the determination of the Mean Market Rate and Market Index including supporting evidence, as required by the Parties hereto.

No later than August 15 of each year, the County shall provide Waste Management both with the upcoming County Surcharge Fee adjustment, pursuant to the Rate calculation format in Section 4.2.4, which shall become effective January 1 of each following year, and the approved Maximum Gate Rates.

By September 1 of each year, Waste Management shall submit, within the Annual Report, the proposed Service and Fee Schedule to adjust the Posted Gate Rates and Special Handling Rates to become effective January 1 of each following year.

No later than October 1 of each year, the County shall complete its review and verification process of Waste Management's proposed Rates request.

No later than October 15 of each year, the County shall issue a Rate approval letter to Waste Management. Thereafter, the remaining procedures set forth in Section 4.2, and all subsections thereof, shall be implemented and the adjusted Posted Gate Rates and Special Handling Rates shall become effective.

Section 4.2.2 GENERAL RATES ADJUSTMENTS. Adjustments to any individual Rate listed on the Service and Fee Schedule may occur only once per calendar year, and shall become effective January 1 of the following year.

If a new process, material type or category of Rates not already identified on the current Service and Fee Schedule is subsequently identified, and such process, material type or category is required by Waste Management to comply with any reporting or fee payment requirement before the end of the current Annual Period,

Waste Management may propose a new Service and Fee Schedule be enacted before the expiration of the current calendar year. This proposed Service and Fee Schedule must be reviewed and approved by the County prior to becoming effective.

Section 4.2.3 COUNTY RATES REVIEW AND APPROVAL. Following the County's review and verification process, the County shall issue an approval letter for the Posted Gate Rates for the ensuing Annual Period. Posted Gate Rates shall be effective for the ensuing Annual Period unless and until the Rates may be adjusted in accordance with Sections 4.2.2, 4.2.4 or 4.2.5. Any disputes between the Parties as to the applicable Rates shall immediately be resolved pursuant to Section 4.4 of this Article.

Section 4.2.4 APPLICATION OF COUNTY SURCHARGE. The County may impose a County Surcharge on all Solid Waste or Recovered Materials received at the Landfill. Any County Surcharge imposed, including any reductions or increases, shall be added to the Mean Market-Rate, after the computation of the Mean Market-Rate variance, to compute the Maximum Gate Rate.

For example only:

	<u>Ventura County</u> (or outside CA)	<u>Non-Ventura County</u> (within CA)
Year One:		
Mean Market-Rate ⁴	= \$ 48.00	\$ 48.00
Market-Rate Variance	= \$ 2.40 (5%)	\$ 4.80 (10%)
County Surcharge	= \$ 2.40 (5%)	\$ 2.40 (5%)
Maximum Gate Rate	= \$ 52.80	\$ 55.20

	<u>Ventura County</u> (or outside CA)	<u>Non-Ventura County</u> (within CA)
Year Two:		
Mean Market-Rate ⁴	= \$ 50.00	\$ 50.00
Market-Rate Variance	= \$ 2.50 (5%)	\$ 5.00 (10%)
County Surcharge	= \$ 2.50 (5%)	\$ 2.50 (5%)
Maximum Gate Rate	= \$ 55.00	\$ 57.50

The County's right to impose a County Surcharge, including any reductions or increases in the County Surcharge, is limited to the following:

The County Surcharge shall be 5% of the Mean Market Rate and shall be adjusted annually by the County to be effective January 1 of each following year during the term of this Agreement. Any proposed change to the County Surcharge must be transmitted to Waste Management by the preceding August 15th to be included in Waste Management's proposed Service and Fee Schedule. The County Surcharge shall not be collected or assessed on residential Free Days as defined in Section 3.18.

Pursuant to Section 3(B) of the independent agreement entitled "Addendum Agreement for a Sustainability Fee at the Simi Valley Landfill and Recycling Center" ("Addendum Agreement") entered into by the parties in July 2011, no County Surcharge shall be payable by Waste Management to the County for any Recovered Materials for which Waste Management must pay the Sustainability Fee to the County pursuant to the Addendum Agreement. Conversely, the County Surcharge shall be payable by Waste Management to the County for: (a) all Recovered Materials for which Waste Management is not required to pay the Sustainability Fee to the County pursuant to the Addendum Agreement; and (b) all Solid Waste.

Beginning January 1, 2015, the County Surcharge as applied to Recovered Materials shall: (a) be calculated at 5% of the amount charged by Waste Management; (b) not apply to Recovered Materials received by the Landfill, sorted, or processed, and subsequently transported outside the Landfill's boundaries within 90 days of receipt for recycling purposes; and (c) apply to Recovered Materials received by the landfill, sorted, or processed, and not subsequently transported outside the Landfill's boundaries within 90 days of receipt.

For all Solid Waste or Recovered Materials generated either from within Ventura County or outside of California and utilized at the Landfill as beneficial reuse (e.g., concrete, asphalt or any other like material), alternative daily cover (ADC) (e.g., soil, green waste, dirt, auto shredder fluff, C&D debris or any other like material) or alternative intermediate cover (AIC), the County Surcharge shall apply.

Section 4.2.5 SUBSEQUENT ADJUSTMENT OF RATES. If the Rates, as stated in the County's Rate approval letter pursuant to Section 4.2.3, are subsequently modified by arbitration or settlement in accordance with Section 4.4 of this Agreement, Rates shall be adjusted at one time following completion of all such proceedings. Subject to Section 4.2.2, Mandated Fees shall be adjusted and added to the Posted Gate Rates for, and become effective in, the next Annual Period. For this purpose, "adjusted" means the Rates shall be modified up or down by the net amount of all such adjustments and such adjusted Rates shall be the Posted Gate Rates for the remainder of the Annual Period without being retroactive.

Any adjustment to Rates under this Section, except those Rates modified due to Mandated Fees, shall become effective on the date that the arbitration panel decision is effective, in accordance with Section 4.4.5 unless the Parties should otherwise settle the dispute pursuant to Section 4.4.6.

Section 4.3 SPECIAL RATES PROCEDURES. The Parties must use the Posted Gate Rates to establish and adjust Special Handling Rates and Noncontract Hauler Rates, in accordance with the following procedures:

Section 4.3.1 SPECIAL HANDLING RATES. At each Annual Period adjustment and included as part of the Annual Report, the Parties shall establish and adjust the Special Handling Rates for Special Handling Waste by determining the

additional cost to Waste Management of accepting such Solid Waste or Recovered Materials on a per-ton basis or some other mutually acceptable basis. The Special Handling Rates shall be justified by Waste Management and reasonably related to and determined, where possible, by reference to the Posted Gate Rates, taking into consideration the unusual nature or size of the particular Special Handling Waste. Depending upon the unusual nature or size of the particular Special Handling Waste, the Special Handling Rates may exceed the Maximum Gate Rates, but shall have been approved in advance by the County. Special Handling Rates must be posted in the Service and Fee Schedule.

Section 4.3.2 NONCONTRACT HAULER RATES. At each Annual Period adjustment and included as part of the Annual Report, the Parties shall establish and adjust the Noncontract Hauler Rates. The Noncontract Hauler Rates may be charged on a volume basis, or some other acceptable basis, rather than a per-ton basis. The charge shall be based on the likely equivalent tonnage, using an evaluation pursuant to 14CCR section 18810.2(d)(1), by reference to the current Posted Gate Rates to establish and adjust the actual charge. Noncontract Hauler Rates shall not exceed the Posted Gate Rates identified in the Service and Fee Schedule. Nothing in this Agreement precludes Waste Management from charging less than the Noncontract Hauler Rates, provided such reduced Rates are permissible by law.

Section 4.3.3 ANNUAL REVIEW ADJUSTMENTS. The annual review and possible amendment of the Rates setting formula, procedure, or both, shall be on the following basis and for the following reasons:

Section 4.3.3.1 MARKET INDEX MAINTENANCE. The Market Index shall be maintained annually according to the following criteria applied in the following order:

Section 4.3.3.1.1 ADJUSTMENT FOR NEW LANDFILLS. If a new Class III landfill commences operations within the area described on Exhibit C after the Effective Date, for purposes of calculations to be made in the ensuing annual period, that new landfill will be added to Exhibit B.

Section 4.3.3.1.2 ADJUSTMENT FOR CLOSED OR INACTIVE LANDFILLS. If any landfill listed on Exhibit B ceases to operate, closes, or otherwise becomes inactive during the current annual period, then such landfill shall be deleted from Exhibit B for purposes of calculations to be made in the succeeding annual period.

Section 4.3.3.1.3 PUBLICLY OWNED/OPERATED LANDFILLS. If publicly-owned or operated landfills represent seventy-five percent (75%) or more of the total landfills listed on Exhibit B, the publicly owned or operated landfill with the lowest posted gate rate shall be stricken from the list alternately followed by striking the publicly owned or operated landfill with the highest posted gate rate until the total number of such landfills equals less than seventy-five percent (75%) of the total landfills (all publicly owned or

operated and privately owned or operated) left on Exhibit B. This process is to be completed before the determination of the Market Rate Index as provided in 4.2.1.

Section 4.3.3.1.4 WASTE MANAGEMENT OWNED/OPERATED LANDFILLS. If Waste Management-owned or operated landfills exceed twenty-five percent (25%) of the total landfills listed on Exhibit B, the Waste Management-owned or operated landfill with the highest posted gate rate shall be stricken from the list alternately followed by striking the Waste Management-owned or operated landfill with the lowest posted gate rate until the total number of such landfills equals twenty-five percent (25%) or less of the total number of landfills (all privately owned or operated and publicly owned or operated) left on Exhibit B. This process is to be completed before the determination of the Market Rate Index as provided in 4.2.1 but after 4.3.3.1.3.

Section 4.3.3.1.5 TOTAL NUMBER OF LANDFILLS. No adjustment to Exhibit B or amendment to the Rates setting formula shall occur solely because the total number of landfills on such Exhibit falls below a particular number.

Section 4.3.4 INTERIM REVIEWS. In addition to the provisions of Sections 2.2 and 4.3.3, the County and Waste Management shall meet at any time during the term of this Agreement, and any extensions thereof, upon the request of either party for the purpose of resolving any Rates adjustment conflicts arising from the following circumstances:

a. An unusual or extraordinary quantified expense Waste Management may occur in connection with the operation of the Landfill beyond the control, or without fault or negligence by Waste Management, whether a one-time or recurring expense. The expense, to be considered within the framework of this provision, shall result in a per ton increase in the approved Gate Rates in excess of five percent (5%) of the Mean Market Rate at the time the expense becomes known if:

- i. the identified expense cannot be recovered from any other source; and
- ii. the identified expense is amortized, to the extent possible, for the longest period to and including the remaining life of the Landfill and in accordance with Generally Accepted Accounting Principles (GAAP).

Expenses within this Section 4.3.4(a) may include such matters as Emergencies or such causes as are stated in Section 9.5 for which insurance or other financial coverage is not otherwise available.

Failure to resolve any Rates adjustment conflicts arising under this section will be subject to the arbitration procedures set forth in Section 4.4, et seq.

Section 4.3.5 FIVE-YEAR REVIEWS. The County or Waste Management may only request a review of the Rates setting formula or procedure upon the submission of the fifth (5th) Annual Report and every fifth (5th) year thereafter. However, any other provision of this Agreement may be reviewed by the Parties at any time upon mutual agreement.

Section 4.4 ARBITRATION. The Parties' sole means of disputing any determination of Rates as described in Section 4.2.3 shall be through binding arbitration described as follows:

Section 4.4.1 NOTICE OF ARBITRATION. Arbitration must be commenced by either Party sending notice of its election to arbitrate. Such notice shall be provided by either party by either certified or registered mail or otherwise delivered to the other Party within sixty (60) days after the Rates approval letter is issued by the County pursuant to Section 4.2.3. Failure to mail or deliver notice of arbitration within sixty (60) days constitutes a waiver of any right to arbitrate the Rates for the ensuing Annual Period.

Section 4.4.2 ARBITRATION PROCEDURES. Subject to the specific provisions in Sections 4.4.2 through 4.4.7, the general arbitration provision in Section 11.9 will be applicable to arbitration of Rates. Unless otherwise agreed in writing, the arbitration panel shall be composed of three (3) arbitrators, one (1) chosen by each Party and a third chosen by the two (2) arbitrators named by the Parties or, if they cannot agree, by the Superior Court of the County. The third arbitrator shall be a retired judge of the courts of California.

Section 4.4.3 DISCOVERY, EVIDENCE AND COSTS. Each Party shall be entitled to all discovery rights pertaining to depositions, interrogatories and document production that are accorded litigants by the California Code of Civil Procedure, including, without limitation, subsection (e) of Section 1283.05 thereof. The arbitration panel shall be authorized and empowered to enforce those rights, exercising the same discretion accorded judges by the California Evidence Code and Code of Civil Procedure and may issue protective orders with respect to, among other things, the number or scope of interrogatories or other matters the arbitration panel deems appropriate. The arbitration panel may assess monetary penalties to enforce the same, which shall not be included within the Rates. As a part of its award, the arbitration panel may award costs of the arbitration, but not attorney fees, to the prevailing party, may require each party to bear its own costs, or may allocate those costs, including the arbitrators' fees, between the Parties in some other equitable fashion.

Section 4.4.4 BURDEN OF PROOF. The burden of proof is on the proponent of any Rates adjustment. Unless the Parties otherwise agree, the proponent of any adjustment to the Rates shall be Waste Management. The proponent must prove by a preponderance of evidence the pertinent Rates adjustment is in accordance with the terms of this Agreement, provided however, that if the County is the proponent and if Waste Management has been found by the arbitration panel to have

wrongfully refused to produce or disclose any relevant document or information, Waste Management has the burden of proving the pertinent Rates or adjustment is not in accordance with this Agreement.

Section 4.4.5 SCOPE AND STANDARD OF REVIEW. The arbitration panel's scope of review is limited to review of the proposed adjustments that the Parties have not agreed upon. As provided in Section 11.9, the arbitration panel shall review all issues on a de novo basis and additionally, its scope of review is not limited to the record before the County. The arbitration panel's standard of review is limited to determining whether the County properly followed the terms of the Agreement and whether a preponderance of evidence has been shown by the proponent that the proposed Rates or adjustment is in accordance with the terms of this Agreement. The arbitration panel may not adjust the Rates other than in accordance with this Agreement. The arbitration panel's ruling shall be in writing and mailed or delivered to the Parties within fifteen (15) days after conclusion of the hearing. The arbitration panel's decision, for purposes of Section 4.2.5, shall become effective thirty (30) days after the date of the decision.

Section 4.4.6 SETTLEMENT. The Parties may settle any dispute over Rates that have been reviewed, or are under review, by the arbitration panel. The Parties are not obligated to obtain approval of any settlement by the arbitration panel, provided however, the Board of the County shall approve any settlement prior to adjustment of the Rates and any such adjustment will be made in accordance with Section 4.2.5.

Section 4.4.7 BINDING ARBITRATION. The determination of the arbitration panel to allow or disallow a particular adjustment to the Rates shall be binding on the Parties and shall not be subject to appeal to any other court or body.

ARTICLE 5. PERSONNEL

Section 5.1 PERSONNEL. Waste Management shall assign qualified personnel to perform operations at the Landfill as may be required to assure a smooth and efficient operation in compliance with all applicable Permits, including a qualified supervisor or lead employed by Waste Management who must be present at the Landfill at all times that any operations are being conducted thereon.

Either Party has the right to request, in writing, administrative action, including the removal of any employee of the other who violates any provision of this Agreement, or who in the opinion of such requesting Party is unsafe, negligent, or discourteous to the public or others in the performance of his or her duties. Upon receipt of such a request, the employing Party shall immediately take whatever administrative steps, which, in its sole judgment, may be necessary to resolve the situation. Such steps may include removal of that employee from the Landfill or position.

Waste Management shall file and maintain with the Director a then-current list of names, addresses, and telephone numbers of the management representatives who can be contacted at any time in case of an Emergency. These representatives shall be fully authorized to respond so as to resolve or assist in resolving the Emergency.

ARTICLE 6. METHANE GAS

Section 6.1 METHANE GAS. A methane gas collection and flare system is operated at the Landfill as an environmental mitigation measure. The costs of this gas collection and flare system have been included in the Posted Gate Rate since June 27, 1989. Upon Waste Management's voluntary sale of produced gas and receipt of revenue or benefit from energy produced by burning or otherwise processing or converting said gas from the Landfill, Waste Management and the County negotiated an appropriate reimbursement to the public for the costs of the gas collection system which may have been contributed prior to this Agreement, as well as a share of the future revenues generated by the gas collection system. This negotiated reimbursement was memorialized by the *Simi Valley Landfill Gas Royalties Agreement* between the Parties dated June 24, 2003.

ARTICLE 7. SITE CLOSURE/POST-CLOSURE MAINTENANCE

Section 7.1 SITE CLOSURE/POST-CLOSURE MAINTENANCE RESPONSIBILITIES. Waste Management shall be responsible for Site Closure and Post-Closure Maintenance of the Landfill and in compliance with all Permits and requirements of Regulatory Agencies, including, without limitation, all responsibility for maintaining such financial assurances required by Title 27 of the California Code of Regulations and the California Department of Resources Recycling and Recovery (CalRecycle).

ARTICLE 8. VENTURA COUNTY UNINTERRUPTED OPERATION

Section 8.1 ASSURANCE OF UNINTERRUPTED OPERATION. Waste Management, by entering into this Agreement, shall provide uninterrupted operation of Solid Waste disposal and Recovered Materials delivery facilities at the Landfill for as long as the Landfill is useful and usable except as provided in Section 9.4. Waste Management acknowledges the hardship that would occur if the Landfill is not operated properly, is prematurely closed, or is otherwise unavailable for the use of Ventura County residents. The County and Waste Management recognize that, in the ordinary course of events, unexpected events may result and impede the requirement of uninterrupted Landfill operation. However, it is the purpose of this Article to establish Waste Management's unqualified obligation to avoid any interruption of operations or failure to provide services outlined within this Agreement

for Ventura County residents except for those interruptions outside of Waste Management's control, and listed within Section 9.5.

Section 8.2 LABOR DISPUTES. In the event of a labor dispute, the Landfill shall remain open to the public to the best ability of Waste Management and shall continue to be operated in accordance with the Agreement unless a mutually acceptable alternative is agreed upon between Waste Management and the County. Labor difficulties are not considered sufficient reasons for allowing exceptions to, or releases from, the obligations and responsibilities provided for herein.

Section 8.3 COUNTY ASSISTANCE. In the event of any labor dispute or Emergency which adversely affects the operation of the Landfill and its service to the public, the County shall provide available public safety assistance. In the event Waste Management desires other forms of assistance (including operations assistance) from the County, Waste Management shall request such assistance through the Director. Before the County provides such other assistance, the County and Waste Management shall agree in writing to the scope of the assistance and the terms and conditions under which such assistance will be provided.

ARTICLE 9. DEFAULT, REMEDIES

In the event of a breach of this Agreement by either Party, the following provisions apply:

Section 9.1 DEFAULT GENERALLY. If Waste Management fails to perform in conformity with this Agreement, the Director will provide written notice to Waste Management specifying in detail the defect or default in performance (the "First Notice") and Waste Management shall have the right remedy the same within a reasonable period of time.

If, after the First Notice is provided to Waste Management, Waste Management does not remedy the noted defect or default in performance, the Director shall serve further notice ("Second Notice") to Waste Management of the County's intention to take further action as provided by law. The Director shall make appropriate and detailed written findings of fact which specify the event of default.

Thereafter, the County may declare Waste Management in default and shall have the power and ability to take such actions as provided in law for remedying the same, including bringing suit in a court of appropriate jurisdiction for equitable or legal relief or both.

If the County fails to perform any of its obligations under this Agreement, Waste Management may declare the County in default after following the same notices, opportunity to cure, and findings provisions required above.

Thereafter, Waste Management shall have the power and ability, if the County is still in default, to take such actions as provided in law for remedying the same, including bringing suit in a court of appropriate jurisdiction for equitable or legal relief or both.

Section 9.2 CONVICTION OF CERTAIN CRIMES. In addition to the provisions of Section 9.1, the County may, at its option, declare Waste Management in default for substantial breach of this Agreement if Waste Management, its parent or any of its majority-owned affiliates, or any of their directors, officers, agents, or employees commits any of the following acts related to the Landfill:

- (1) Intentional misrepresentation or falsification of records, including, without limitation, intentional misrepresentation in connection with the Annual Report;
- (2) Unlawful price fixing, bid rigging or other violation of federal or State antitrust Laws;
- (3) Unlawful, intentional disposal at the Landfill of wastes not allowed at the Landfill actually known to be prohibited by applicable laws, Regulatory Agency requirements or Permits;
- (4) Bribery or attempted bribery of a public officer or of any local, State or federal official; or
- (5) Racketeering, extortion or obstruction of justice.

However, the County may not declare Waste Management in default based upon Section 9.2 until and unless:

- (1) There has first been a court adjudication by a plea of guilty or no contest or on the merits that Waste Management, its parent or any of its majority-owned affiliates, or any of their directors or officers, committed any criminal offense referred to in this section; or
- (2) The County established by a preponderance of evidence in a civil proceeding that one or more of the acts listed in this section were committed by Waste Management, its parent or any of its majority-owned affiliates, or by any of their directors, officers, agents or employees; and that, as to any agent or employee, Waste Management, its parent or any of its majority-owned affiliates, by or through any of their directors or officers either: (i) committed, participated in, conspired to commit, authorized, consented to, ratified, or knew of said conduct; or (b) failed to take appropriate disciplinary action against those agents or employees who committed said conduct; or (c) did not voluntarily return or restore any financial benefit that may have been received from such conduct.

Section 9.3 CONDEMNATION. In addition to any other remedy available, the County has the right and authority under law to condemn the Landfill for a proper public purpose.

Section 9.4 RIGHT TO TAKE/RIGHT TO POSSESSION. In the event that Waste Management chooses to prematurely cease operations and close the Landfill, Waste Management agrees to provide the County notice of its intention to cease operations at the earliest possible date, but not later than one-hundred eighty (180) days prior to the cessation. If, after receiving such notice, the County initiates eminent domain proceedings to acquire the Landfill, Waste Management agrees not to object to or contest the County's right to take, or right of possession of, the Landfill. Nothing contained herein will constitute a waiver of the right to contest valuation at any stage of the proceedings.

Section 9.5 FORCE MAJEURE. Waste Management shall not be liable for a default if the failure to perform under the provisions of the Agreement arises out of causes beyond the control or without the fault or negligence of Waste Management. Such causes may include, but are not limited to acts of God, acts of war or insurrection, acts of the County in its sovereign capacity, fires, floods, earthquakes, epidemics, quarantine, restrictions, suppliers' and vendors' strikes and all other labor disputes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without substantial default or negligence of Waste Management.

Waste Management shall make every reasonable effort to mitigate the effects of said causes.

Section 9.6 SPECIFIC PERFORMANCE. Notwithstanding any other available remedies at law or in equity, the obligations and rights of each Party under this Agreement shall be specifically enforceable by the other Party.

Section 9.7 NONEXCLUSIVE REMEDIES. The rights and remedies of either party to this Agreement as provided for in this Article 9 are not exclusive, and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 10. INSURANCE AND BONDS

Section 10.1 INSURANCE. Waste Management, at its sole cost and expense, shall obtain, and maintain in full force during the term of this Agreement, the following types of insurance:

- (1) Commercial General Liability "occurrence" coverage in the minimum amount of Fifteen Million Dollars (\$15,000,000) combined single limit (CSL) bodily injury and property damage each occurrence and Fifteen Million Dollars (\$15,000,000) aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket

contractual and Fifty Thousand Dollars (\$50,000) fire liability. Such policy may exclude liability for bodily injury and property damage caused by toxic wastes.

(2) Environmental Impairment (pollution) Liability coverage in the minimum amount of Five Million Dollars (\$5,000,000) CSL bodily injury and property damage each occurrence and Ten Million Dollars (\$10,000,000) aggregate, including clean-up costs.

(3) Commercial Automobile Liability coverage in the minimum amount of Fifteen Million Dollars (\$15,000,000) CSL bodily injury and property damage, including owned, non-owned and hired automobiles. MCS-90 endorsement must be included.

(4) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Waste Management and Employer's Liability in the minimum amount of One Million Dollars (\$1,000,000), Waste Management must comply with the provisions of applicable sections of the Labor Code with regard to its employees and must supply to the County forthwith upon execution of this Agreement, and annually thereafter, evidence of such compliance.

(5) Other insurance as may be required by law. Waste Management shall be solely liable for any claims or liabilities caused by failure to maintain any other insurance required by law.

All insurance required by this Article 10 shall be primary coverage with respect to the County, and any insurance or self-insurance maintained by the County must be excess of Waste Management's insurance coverage and will not contribute to it. The County shall be notified immediately when claims totals (paid and reserved) are within One Million Dollars (\$1,000,000) of any annual aggregate insurance limit except for Workers' Compensation claims. Additional coverage shall be purchased by Waste Management to meet requirements.

Waste Management shall furnish a copy of the Certificates of Liability Insurance to the Director for each policy before execution of this Agreement by the County and in each Annual Report submitted during the term of this Agreement.

The County, its boards, agencies, departments, officers, employees, agents and volunteers shall be named as additional insureds as respects work done by Waste Management under the terms of this Agreement on all policies required (except Workers' Compensation).

Section 10.1.1 OTHER INSURANCE PROVISIONS. Waste Management waives all rights of subrogation against the County, its boards, agencies, departments, officers, employees, agents and volunteers for losses

arising directly or indirectly from the activities and/or work performed by Waste Management under the terms of this Agreement.

Policies must be issued by a company or companies authorized to transact business in the State of California having an A.M. Best rating of B+ or higher and shall not be canceled, non-renewed or reduced in scope of coverage without obtaining a County approved replacement policy pursuant to Section 10.1 to meet the requirements herein, and without providing advance written notice to the Director as provided below.

Waste Management shall provide the County with the following insurance documents on or before the Effective Date of this Agreement:

- (1) Certificates of insurance for all required coverages;
- (2) Additional insured endorsements;
- (3) Waiver of subrogation endorsements; and
- (4) Thirty (30) days (ten (10) days in the event of cancellation for non-payment) notice of cancellation clause endorsements.

It is the responsibility of Waste Management to confirm any and all sub-contractors Waste Management retains for work at, or in connection with, the Landfill during the term of this Agreement comply with all terms and conditions of Section 10.1.

Section 10.1.2 DEDUCTIBLE OR SELF-INSURED RETENTION. The Certificates of Liability Insurance submitted to the County shall indicate the amount of any deductible or self-insured retention for each policy. Within thirty (30) days of receipt of the Certificates, should the County, in its reasonable judgment, have a concern over Waste Management's ability to pay future claims, Waste Management agrees to negotiate with the County in good faith regarding appropriate terms and conditions to address the County's concerns, which may include Waste Management posting additional financial assurance with respect to the deductible or self-insured retention amount(s).

Section 10.2 PERFORMANCE SECURITY. At all times this Agreement is in effect, Waste Management shall provide to the County either an irrevocable standby letter(s) of credit or a performance bond in the amount of \$ 1,000,000.00 in a form acceptable to the County guaranteeing Waste Management's performance under all provisions of this Agreement (except Article 7, relating to Site Closure and Post-Closure, for which separate security devices shall be provided). The County reserves the right to require a reasonable adjustment to either the letter of credit or performance bond amount as may be necessary and shall provide Waste Management sixty (60) days to provide County with evidence of such.

ARTICLE 11. GENERAL PROVISIONS

Section 11.1 FINANCIAL ASSURANCE BY WASTE MANAGEMENT. Prior to the Effective Date for all conditions and obligations of this Agreement, Waste Management shall provide to the Director proof of guaranty by Waste Management, Inc., meaning that company currently traded on the New York Stock Exchange (with ticker symbol "WM"), and its successors in interest, of the performance by Waste Management of California, Inc. of each provision of this Agreement to be performed by Waste Management of California, Inc. Proof of guaranty shall be in the form set forth in Exhibit D, as may be amended from time to time upon mutual consent.

Section 11.2 RELATIONSHIPS OF PARTIES. Neither Waste Management nor any of its agents, subcontractors or employees are, or shall be, considered to be principals, agents or employees of the County in connection with the performance of Waste Management's obligation under this Agreement.

Section 11.3 HOLD HARMLESS AGREEMENT

Section 11.3.1 HOLD HARMLESS. Except to the extent provided in subsection 11.3.2, Waste Management agrees to indemnify, defend and hold the County, its supervisors, directors, officers, employees, servants and agents, free and harmless from and against any and all claims, demands, lawsuits, administrative actions, liabilities, obligations, damages, fines, expenses, costs, and attorneys' fees, of whatsoever kind or nature including, but limited to, those regarding property damage, personal injury or death arising from, or related to, operations, maintenance and/or inspection carried on at the Landfill under this Agreement, unless caused by the sole negligence or willful misconduct of County, or to the extent caused by the active negligence of County.

Section 11.3.2 HAZARDOUS WASTE HOLD HARMLESS. In addition to the obligation of Waste Management provided for in subsection 11.3.1, Waste Management further agrees to indemnify, defend and hold harmless the County, and each of its supervisors, directors, officers, employees, servants and agents, (collectively "the County") from and against any and all liabilities, obligations, damages, fines, expenses, costs, and related attorneys' fees, resulting from lawsuits, actions, legal proceedings, claims, demands, administrative orders, damages, and administrative orders arising under or by virtue of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.) and any amendment thereof or regulation promulgated thereunder, or any other federal, State or local law or regulation pertaining to the cleanup or abatement of Solid Waste, hazardous waste, pollutants or contaminants of whatever nature. This indemnification and Waste Management's obligation to defend and hold harmless relates directly or indirectly to the Landfill, including, without limitation, its operation, maintenance, closure, or Post-Closure Maintenance. Said indemnification includes, without limitation, any remedial action or any environmental damage or damage to natural resources or property. Said indemnification shall apply whether or not such liability, obligation or cost arises because of the active or passive actions or

omissions to act at any time by anyone, provided, however, that Waste Management retains the right to seek reimbursement to the extent allowed by law from any party responsible for creating or causing the specific environmental damage, damage to natural resources or the specific need for the remedial action, including the County.

Section 11.4 ASSIGNMENT

Section 11.4.1 ASSIGNMENT GENERALLY. Neither Party to this Agreement shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement without the prior written consent of the other party. Any such assignment made without the consent of the other party, which consent shall not be unreasonably withheld, will be void and the attempted assignment will constitute a material breach of this Agreement. "Assignment" includes, but is not limited to, any of the following, without limitation:

- (1) a sale, exchange or other transfer to a third party of at least twenty-five percent (25%) of the assets of Waste Management which are dedicated to the Landfill;
- (2) a sale, exchange or other transfer to a third party, including other shareholders, of outstanding common stock of Waste Management which may result in a change of control of Waste Management; and
- (3) any dissolution, reorganization, consolidation, merger, recapitalization, stock issuance or reissuance, voting trust, polling agreement, escrow arrangement, liquidation or other transaction which Waste Management or any of its shareholders are a party which results in a change of ownership or control of Waste Management;
- (4) any assignment by operation of law, including insolvency or bankruptcy, assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Waste Management's property; and
- (5) any combination of the foregoing whether or not in related or contemporaneous transactions, which has the effect of any such transfer or change of ownership, or change of control of Waste Management.

Notwithstanding any provision to the contrary, "Assignment" does not include a sale, exchange, transfer, consolidation, or merger with an affiliate of Waste Management under the ultimate ownership of Waste Management, Inc.

Section 11.4.2 CONTINUING LIABILITY AFTER ASSIGNMENT BY WASTE MANAGEMENT. In the event the County Board of Supervisors approves any assignment, sale, subcontract or transfer, said approval does not relieve Waste Management of any obligation or duty within this Agreement whether arising before or after said approval, unless this Agreement is modified in writing to that effect, pursuant to Section 11.6.

Section 11.4.3 REQUIREMENTS FOR ASSIGNMENT. The following standards shall ensure any assignment will not negatively impact Landfill operations. At a minimum, no request by Waste Management for consent to an assignment need be considered by the County until Waste Management meets the following requirements:

(1) Waste Management shall pay the County's reasonable expenses for attorney's fees to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving such an assignment;

(2) Waste Management shall furnish the County with audited financial statements of the proposed assignee's operation for the immediately preceding three (3) operating years; and

(3) Waste Management shall furnish the County with satisfactory proof:

(a) the proposed assignee has at least five (5) years of municipal solid waste landfill management experience on a scale equal to or exceeding the operations conducted by Waste Management under this Agreement;

(b) the proposed assignee conducts solid waste management practices in full compliance with all federal, State and local laws regulating the collection and disposal of solid waste, including hazardous wastes;

(c) in the last five (5) years, the proposed assignee, or affiliate, has not been subject to any order resulting in the termination of operations, including without limitation a cease and desist order, from any federal, State, or local agency having jurisdictions over its waste management operations due to failure to comply with the State, federal or local environmental laws, and that the assignee has provided the County with a complete list of any and all citations and censures to which it has been subject during the last five (5) years; and

(d) any other information reasonably required by the County to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe, and effective manner.

Under no circumstances will the County be obliged to consider any proposed assignment if Waste Management is in default at any time during the period of consideration.

Section 11.4.4 LIMITATIONS ON ASSIGNMENT BY THE COUNTY. The County shall not sell, assign or transfer this Agreement to Ventura Regional Sanitation District, a competitor of Waste Management. The County may, however, assign its rights and delegate its obligations to a joint powers authority without the prior written consent of Waste Management.

Section 11.4.5 RELATION OF ASSIGNMENT TO RATE ADJUSTMENTS. In the case of any assignment, sale, lease, subcontract or transfer of all or any part of Waste Management's assets or stock, the acquiring party shall not be entitled to request any adjustment in rates based on the purchase price or any other consideration associated with said assignment, purchase, lease, subcontract or transfer. In addition, any such acquiring party shall not be entitled to request any adjustment in rates under this Agreement for any costs which said acquiring party incurs prior to the assignment, sale, lease, subcontract or transfer of Waste Management's assets or stock.

Section 11.5 EFFECT OF ANNEXATION. If the real property on which the Landfill is situated is annexed to any city, this Agreement shall remain in full force and effect, and Waste Management shall continue to pay the County the full County Surcharge provided for in this Agreement.

In the event an annexation process is initiated, the County agrees that it will enter into good faith negotiations with all parties with the intent to reach agreement on revenue sharing issues which will, at a minimum, keep the County revenue from the County Surcharge at the then current level. Thereafter, in the event the parties are unable to reach agreement they then agree to participate in mediation to resolve the revenue sharing issues.

Waste Management does not, by virtue of this Agreement, waive any rights to request a reconsideration hearing, participate in protest proceedings, or challenge any future boundary change that may be proposed as provided for under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. Although Waste Management and the County expressly acknowledge the inability of this Agreement to conflict with State law, including the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Waste Management and the County nevertheless acknowledge their mutual intent that in the event of annexation or incorporation, and subject to final LAFCO determination, each of their respective obligations to one another under this Agreement will remain unchanged or substantially similar such that each Party remains whole through the life of this Agreement.

Section 11.6 COMPLETE AGREEMENT/INCONSISTENCY WITH PERMITS AND REGULATIONS. This Agreement contains the entire agreement of the Parties with respect to the subject matter therein, and supersede all prior negotiations, agreements and understandings with respect thereto unless to the extent this Agreement expressly provides otherwise. Notwithstanding the foregoing, the Parties acknowledge that in July 2011, they entered into an independent agreement entitled "Addendum Agreement for a Sustainability Fee at the Simi Valley Landfill and Recycling Center" which remains in full force and effect. To the extent of any inconsistency between: (a) the provisions of Agreement; and (b) any provisions, conditions or requirements of any Permits, governmental entitlements, laws, rules or regulations of Regulatory Agencies having jurisdiction over the matters covered by

this Agreement, the latter shall control and supersede the conflicting provisions of this Agreement.

Section 11.7 AMENDMENTS. This Agreement may not be amended except by a written agreement, signed by both Parties, specifically providing that same is an amendment to this Agreement.

Section 11.8 SEVERABILITY. Should any court of competent jurisdiction, or arbitrator(s) with the authority to issue a final and binding award, determine that any provision of this Agreement is invalid, void, or unenforceable, the remainder of this Agreement shall not be affected, shall continue in full force and effect, and shall be enforceable to the fullest extent permitted by law.

Section 11.9 NO THIRD PARTY BENEFICIARY ENFORCEMENT. While this Agreement benefits the public interest throughout Ventura County, it is an Agreement between only Waste Management and the County and, accordingly, only Waste Management and the County may enforce the Agreement. No claims, demands, or causes of action by any entity, party, or person claiming to be a third party beneficiary hereunder are enforceable.

Section 11.10 ARBITRATION. Except as otherwise required by Article 4, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, may be settled by arbitration in accordance with the rules of JAMS/ENDISPUTE or the American Arbitration Association, as modified herein, as the parties may agree. California judicial rules of evidence shall apply to the arbitration proceedings. The arbitration decision will be decided under and in accordance with California law, supported by preponderance of evidence and in writing in the form of a Statement of Decision pursuant to Code of Civil Procedure Section 632.

This Section neither constitutes a remedy for, nor procedure for remedying, any disputes between the parties arising out of the issuance or terms and conditions of Land Use Permit (LU07-0048) (Simi Valley Landfill and Recycling Center Expansion and Modernization), as may be amended from time to time, or any extensions thereof, for determinations made by a third party, such as the California Department of Resources Recycling and Recovery (CalRecycle) or any state entity or entities assuming CalRecycle responsibilities, or for any disputes arising out of a condemnation proceeding by the County or by an assignee or any other governmental entity.

Section 11.11 CAPTIONS. The captions and headings used in this Agreement are for convenience and reference only and are not to be construed as controlling over the text of this Agreement.

Section 11.12 GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 11.13 NOTICES. All notices or other communications required pursuant to this Agreement, shall be in writing and mailed by registered or certified United States mail, addressed to the Parties as follows:

To County:
County of Ventura
Attention: Director, Public Works Agency
800 South Victoria Avenue
Ventura, California 93009-1600

To Waste Management:
Waste Management of California, Inc.
c/o Simi Valley Landfill and Recycling Center
Attention: General Manager
2801 Madera Road
Simi Valley, California 93062

IN WITNESS WHEREOF, this Agreement shall become effective on the last date upon which it is approved by the Board and executed by the Parties.

Dated: 12/21/11

Dated: 12/27/11

Dated: MARCH 20, 2012

WASTE MANAGEMENT OF CALIFORNIA, INC.

By: [Signature]
Larry Metter,
Vice President

By: [Signature]
Lawrence Galek,
Vice President and Assistant Treasurer

By: [Signature]
COUNTY OF VENTURA
Chair, Pro Tempore
BOARD OF SUPERVISORS

Attest:

Michael Powers,
Clerk of the Board of Supervisors
County of Ventura, State of California

By: [Signature]
Deputy Clerk of the Board



EXHIBIT INDEX

Exhibit A	SERVICE AND FEE SCHEDULE (2012)
Exhibit B	MARKET AREA RATE STUDY (MARS) MEAN MARKET RATE
Exhibit C	GEOGRAPHIC MARKET AREA MAP
Exhibit D	GUARANTY FORM
Exhibit E	MATERIAL RECEIPT QUESTIONNAIRE

SIMI VALLEY LANDFILL AND RECYCLING CENTER

Service and Fee Schedule

Exhibit A

Rates*

	Ventura County (or outside CA)	**Non-Ventura County (within CA)
Disposal Materials		
Municipal Solid Waste (MSW)	\$56.00/ton	\$60.00/ton
MSW - Transfer Trailers	\$47.00/ton	\$51.00/ton
MSW - Pick-up trucks to height of cab or trailers 8 feet and under***	\$36.00/load	\$38.00/load
MSW - Cars up to 500 lbs	\$21.00 min.	\$22.00 min.
Recyclable Materials		
Asphalt & Concrete (clean only)	\$22.00/ton	\$23.76/ton
Dirt (clean only)	\$22.00/ton	\$23.76/ton
Mixed Inerts (clean only)	\$27.00/ton	\$29.16/ton
Construction & Demolition (C&D) for Processing	\$54.00/ton	\$56.00/ton
C&D - Pick-up trucks to height of cab or trailers 8 feet and under***	\$36.00/load	\$38.00/load
C&D - Cars up to 500 lbs	\$21.00 min.	\$22.00 min.
C&D Certification	Addl. \$7.50/ton	Addl. \$7.50/ton
Wood and Greenwaste	\$39.00/ton	\$42.12/ton
Wood and Greenwaste - Pick-up trucks to height of cab or trailers 8 feet and under***	\$26.00 min.	\$28.08 min.
Special Handling Waste		
Industrial, Process, & Sewage Sludge Wastes (pre-approval required)	\$56.00/ton	\$60.00/ton
Preservative Treated Wood, Treated Medical Waste (pre-approval required)	\$66.00/ton	\$70.00/ton
Non Friable Asbestos (pre-approval required)	\$112.00/ton	\$116.00/ton
Appliances	\$16.00 ea.	\$16.00 ea.
Dead Livestock	\$104.00 ea.	\$104.00 ea.
Pull-Offs (landfill assisted only non-refundable)	\$55.00 ea.	\$55.00 ea.
Tires: Passenger/pick-up truck	\$7.50 ea.	\$7.50 ea.
Tires: Large truck	\$21.00 ea.	\$21.00 ea.
Tires: Off-road/heavy equipment	\$160.00 ea.	\$160.00 ea.
Hard-to-handle items (charged on a case-by-case basis)	\$75.00 (partial) to \$175.00 ea.	\$75.00 (partial) to \$175.00 ea.
Vehicle Weights Only	\$6.00 ea.	\$6.00 ea.

All Ventura County, non-account customers will be required to fill out a "Waste Origin Reporting Form". State law requires all loads to be securely covered.

* CIWMP fee of \$.05/ton collected on all disposed tons, excluding waste collected from contract with any Ventura County jurisdiction.

** Non-Ventura County materials originating within California.

*** Per ton charge will apply if any minimum vehicle exceeds one ton.

Non-Acceptable Materials

- Hazardous materials, including but not limited to:
 - Batteries
 - Automotive fluids (fuel, antifreeze, oils)
 - Paint, lacquer, stain, thinner, varnish, and wood preservatives
 - Chemicals of any kind (pool chemicals, pesticides, weed killer)
- Televisions and Computer Monitors
- Fluorescent Light Tubes and Ballasts
- Liquids
- Water-Soluble Solids (salts, borax, lye, caustics/acids)
- Biological/Medical Waste
- Empty Containers (that may have contained or have contained hazardous materials)
- Septic Tank or Chemical Toilet Waste
- Automobile Bodies
- Radioactive Materials
- Universal Wastes

For information about disposing of prohibited material; household hazardous waste collection event dates, times and locations; and other waste-related information, please contact your local City or the County at the number below.

City of Simi Valley	www.ci.simi-valley.ca.us	805-583-6321
City of Moorpark	www.ci.moorpark.ca.us	805-583-6321
City of Thousand Oaks	www.toaks.org	805-449-7283
County of Ventura	www.wasteless.org	805-658-4321

Hours of Operation

Monday-Saturday, 7:00am - 4:00pm
Open 3rd Sunday of every month from 10:00am - 4:00pm
All vehicles must be unloaded by 4:30pm Monday-Saturday.
No refunds for partially unloaded vehicles.

2801 Madera Road, Simi Valley, Ca 93065
Phone (805) 579-7267 FAX (805) 579-7482
www.KeepingVenturaCountyClean.com

Payment Information

Cash, American Express, Visa, or Mastercard. No checks accepted. Volume discounts are available by contract. Please inquire with the District Manager for details. There is a one ton minimum on all per ton charges. We reserve the right to refuse any load.



SIMI VALLEY LANDFILL AND RECYCLING CENTER

Important Information

Random Load Checks

This facility conducts load checks. Illegally disposal of materials may result in further action as described by State law. Please cooperate with landfill personnel if they request to inspect and document your refuse load.

No Scavenging Allowed!

To protect human health and the environment, State law prohibits the removal, from this facility, of any materials intended for disposal. Materials recovered and recycled in accordance with State issued permits excluded.

Recyclable Material Definitions

Clean Dirt: Granular soil such as clay, sand, or silt that breaks apart when handled by light duty construction equipment such as small backhoe or skip loader. No trash, metal, or wood. Less than 10% root and/or grass contamination. *Loads with these contaminants will be charged as MSW.* Loads with excessive rock, concrete, or asphalt will be charged as "Mixed Inert" as described below.

Clean Asphalt/Concrete: Any combination of rock, concrete, gravel, brick, asphalt, or asphalt grindings which is less than 24 inches in any 2 dimensions. Loads containing debris exceeding this size limitation will be charged as MSW. Loads greater than 6 feet in any dimension may be assessed and additional handling fee (hard-to-handle fee). Concrete debris should have minimal re-bar protruding from the individual pieces of concrete. No trash, excessive metal, wood, roots, or grass contaminants. *Loads with these contaminants will be charged as MSW.* Loads with soil content greater than 10% will be charged as "Mixed Inert" as described below.

Mixed Inerts: Any combination of Clean Dirt (as described above) and Clean Asphalt/Concrete (as described above). No trash, metal, or wood. Less than 10% root and/or grass contamination. *Loads with these contaminants will be charged as MSW.*

Woodwaste and Greenwaste: Any combination of clean wood, dimensional lumber (no painted or treated wood), tree trimmings, grass and other plant matter. Minimal roots and soil content allowed. No trash content allowed. *Loads with these contaminants will be charged as MSW.*

Construction and Demolition (C&D): Combination of materials derived from construction activities such as; lumber, drywall, glass, metal, roofing material, tile, carpeting, window coverings, plastic pipe, concrete, asphalt, air ducting, appliances, furnishings and fixtures, plant material, cardboard packaging and tools. All materials must be free of lead paint, chemical additives and asbestos and contain less than 1% putrescible waste. Demolition projects must provide demolition permit. C&D Certification available for an additional fee per ton.

Industrial & Sewage Sludge Waste Requires Pre-Approval

Industrial wastes, non friable asbestos, treated wood and municipal waste water treatment plant sludges all require pre-approval prior to delivery and acceptance. Loads not pre-approved will be rejected. For these types of wastes, please contact our office at (805) 579-7267 or visit www.wmsolutions.com.

Additional Services

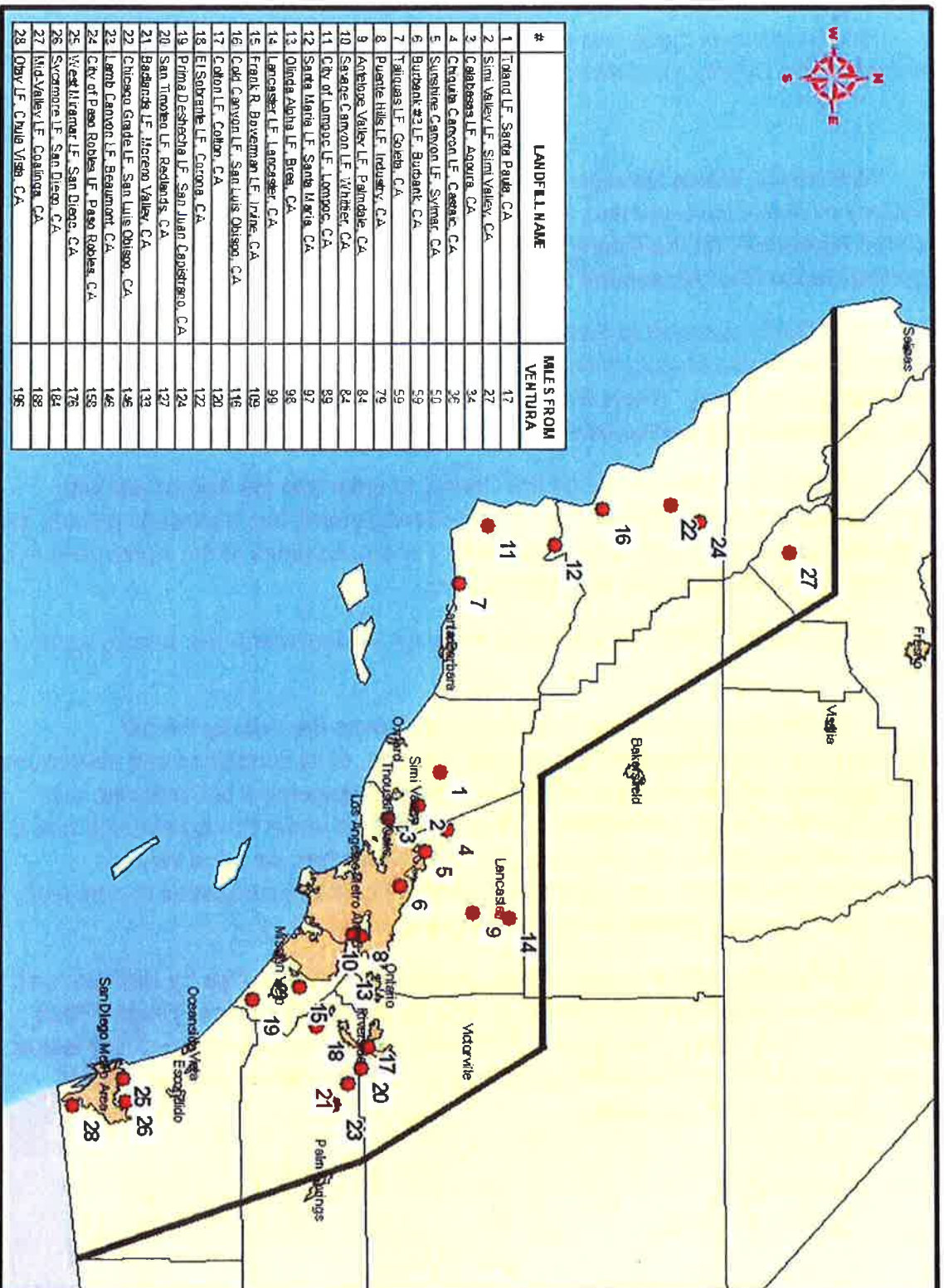
How can I be a better steward of the environment? Visit our website www.KeepingVenturaCountyClean.com for more information related to trash and recycling services, holiday schedule, free dump days, and landfill tours.

Market Area Rate Study (MARS)

Mean Market Rate

Inventory of Active Municipal Solid Waste Landfills		Owned or Operated Publicly	Owned or Operated by Waste Mgmt.	Posted Landfill Gate Rate as of July 1, 2011	Notes on Following Pages	Exhibit D
Notes (1), (2), (3)		(4)	(5)			
1	Antelope Valley Public Landfill I & II	No	Yes	\$ 54.74	(7), (8)	a
2	Badlands Sanitary Landfill	Yes	No	\$ 34.37		b
3	Burbank Landfill Site No. 3	Yes	No	\$ 40.79	(9)	c
4	Calabasas Sanitary Landfill	Yes	No	\$ 40.82		d
5	Chicago Grade Landfill	No	No	\$ 47.00		e
6	Chiquita Canyon Sanitary Landfill	No	No	\$ 57.00		f
7	Cold Canyon Landfill Solid Waste DS	No	No	\$ 59.00		g
8	Colton Sanitary Landfill	Yes	No	\$ 55.89	(10)	h
9	El Sobrante Landfill	No	Yes	\$ 34.37		b
10	Frank R. Bowerman Sanitary LF	Yes	No	\$ 54.30		i
11	Lamb Canyon Sanitary Landfill	Yes	No	\$ 34.37		b
12	Lancaster Landfill & Recycling Center	No	Yes	\$ 54.74	(11)	a
13	Lompoc Sanitary Landfill, City of	Yes	No	\$ 73.18		j
14	Mid-Valley Sanitary Landfill	Yes	No	\$ 55.89		h
15	Olinda Alpha Sanitary Landfill	Yes	No	\$ 54.30		i
16	Otay Landfill	No	No	\$ 70.72	(12)	k
17	Paso Robles Landfill, City of	Yes	No	\$ 46.85		l
18	Prima Deshecha Sanitary Landfill	Yes	No	\$ 54.30		i
19	Puente Hills Landfill	Yes	No	\$ 42.14		d
20	San Timoteo Sanitary Landfill	Yes	No	\$ 55.89		h
21	Santa Maria Landfill	Yes	No	\$ 69.26	(13)	m
22	Savage Canyon Landfill	Yes	No	\$ 38.00		n
23	Scholl Canyon Sanitary Landfill	Yes	No	\$ 48.99		d
24	Simi Valley Landfill & Recycling Cntr.	No	Yes	\$ 52.00		o
25	Sunshine Canyon City/County Landfill	No	No	\$ 60.67	(14), (15)	p
26	Sycamore Sanitary Landfill	No	No	\$ 70.72	(12)	k
27	Tajiguas Sanitary Landfill	Yes	No	\$ 72.25		q
28	Toland Road Landfill	Yes	No	\$ 39.60		r
29	West Miramar Sanitary Landfill	Yes	No	\$ 54.00	(16)	s
Number of "YES"→		19	4	\$ 1,526.15	←Mean Market Rate	
Divided By Number of Landfills:		29	29	29		
Percent "Yes"→		66%	14%	\$52.63		
Compare to threshold (Result)		✓ 75% (ok)	✓ 25% (ok)			

GEOGRAPHIC MARKET AREA MAP



April 7, 2011

0 30 60 120 Miles

Map by DLS

GUARANTY

This Guaranty is made and entered into by and between the County of Ventura (hereinafter "the County") and Waste Management, Inc., a Delaware corporation.

Recitals

WHEREAS, Waste Management of California, Inc., an indirect wholly-owned subsidiary of Waste Management, Inc., desires to enter into a certain Amended and Restated Agreement for the Operation and Closure of the Simi Valley Landfill and Recycling Center (the "Agreement") with the County;

WHEREAS, pursuant to Section 11.1 of the Agreement, the County has demanded that Waste Management of California, Inc. obtain certain assurances from its ultimate parent company, Waste Management, Inc., as to all conditions and obligations of the Agreement to be fulfilled by Waste Management of California, Inc.; and

WHEREAS, in order to induce the County to enter into the Agreement with Waste Management of California, Inc., Waste Management, Inc. desires to provide the County with said assurances as to all conditions and obligations of the Agreement to be fulfilled by Waste Management of California, Inc.

NOW, THEREFORE, the County and Waste Management, Inc. hereby agree as follows:

1. Waste Management, Inc. hereby guarantees to the County the full performance by Waste Management of California, Inc. of all conditions and obligations in the Agreement which are to be fulfilled by Waste Management of California, Inc., provided that the County has fulfilled all of its obligations under the Agreement, and in particular, without limiting the foregoing, that the County has provided Waste Management of California, Inc. with the requisite notice(s), opportunities to cure and options to arbitrate as provided for in the Agreement.

2. The County agrees to give Waste Management, Inc. notice by certified mail, return receipt requested, at 1001 Fannin Street, Suite 4000, Houston, Texas 77002 (Attention: General Counsel) each time that the County becomes aware of any fact or circumstance which may give rise to an obligation of Waste Management, Inc. to perform pursuant to this Guaranty.

3. The County shall not sell, assign or otherwise transfer this Guaranty, or its rights or obligations hereunder, without the written consent of Waste Management, Inc., which consent shall not be unreasonably withheld if the assignment is to a municipal corporation.

IN WITNESS WHEREOF, this Guaranty has been executed herein.

**Waste Management Inc.,
A Delaware Corporation:**

Dated: 3 Jan 2012

By: Cherie C Rice
Cherie C. Rice,
Vice President and Treasurer

Dated: January 4, 2012

By: Devina Rankin
Devina Rankin,
Assistant Treasurer

Dated: MARCH 20, 2012

County of Ventura:
By: [Signature]
Board of Supervisors
CHAIR, PRO TEMPORE



MATERIAL RECEIPT QUESTIONNAIRE

Complete all information and submit no later than the 15th of the following month.

SOLID WASTE DISPOSAL FACILITY: _____

MONTH/YEAR: _____

Complete the following inventory of selected materials received:

Sewage Sludge:	_____	Tons
Tires:	_____	Units
Appliances/Metallic Discards:	_____	Units

1. Complete the following table for all materials received:

Material	Amounts	Material	Amounts
A. Total Clean up tons:		B. Asphalt/Concrete	_____ Tons
1. MSW	_____ Tons	C. Dirt (Cover)	_____ Tons
2. Wood/GW	_____ Tons	D. TASW (Cover)	_____ Tons
3. Dirt	_____ Tons	(Treated Auto Shredder Waste)	
4. Asphalt/Concrete	_____ Tons	E. Wood (Greenwaste)	_____ Tons
5. C & D Processed	_____ Tons	F. C & D Processed	_____ Tons
6. Appliances	_____ Units	G. Processed C & D	_____ Tons
7. Tires	_____ Units	(ADC)	

2. A. Total tons of all material:	_____	Tons/Month*
B. Less cover material (1A3+1C+1D)	0	Tons/Month
C. Total tons assessed	0	Tons/Month
(Waste Control Fee)		

3. A. Total tons of all material (2A)	0	Tons/Month*
B. Less cover material (1 A3+1C+1D)	0	Tons/Month
C. Less concrete/asphalt (1A4+1B)	0	Tons/Month
D. Less wood/greenwaste (1A2+1E)	0	Tons/Month
E. Less C&D processed (1A5+1F)	0	Tons/Month

TOTAL MSW:	0	Tons
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MATERIAL RECEIPT QUESTIONNAIRE

Continued page 2

Total operating days this month: _____

This facility has received an average of _____ tons of MSW per operating day during this month (total MSW divided by operating days this month).

4. A. Remaining airspace (cubic yards) _____
B. Airspace utilization factor (AUF) _____
C. Estimated remaining life span _____

* Includes all incoming materials: MSW, sludge, recovered materials, no charge loads, etc.

I have reviewed this Questionnaire and declare under penalty of perjury the information herein is true and correct to the best of my knowledge.

Signed _____ Date _____

Print Name _____

Title _____

Please return to: Shari Holloway at: shari.holloway@ventura.org
Environmental Health Department (EHD)

Gloria Whitcomb at: gloria.silvestri-whitcomb@ventura.org
Integrated Waste Management Division (IWMD)

REVISED 12/12/2011