

**SECOND AMENDMENT TO
NEW LANDFILL OPERATING AGREEMENT**

THIS SECOND AMENDMENT TO NEW LANDFILL OPERATING AGREEMENT (this “**Amendment**”) is entered into on October 17, 2019 (the “**Amendment Effective Date**”) by and between the County of San Benito (the “**County**”) and Waste Solutions Group of San Benito, LLC, a Delaware limited liability company (the “**Contractor**”). The County and the Contractor may be referred to individually as a “**Party**” and jointly as the “**Parties**.”

RECITALS:

WHEREAS, the County and the Contractor entered into that certain New Landfill Operating Agreement, dated as of December 21, 2010 (the “**Original Agreement**”), and that certain First Amendment to New Landfill Operating Agreement, dated as of April 30, 2013 (the “**First Amendment**” and, together with the Original Agreement, the “**Agreement**”);

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement;

WHEREAS, the Contractor and the County have mutually engaged in an enterprise to provide County residents with waste disposal services;

WHEREAS, the Contractor is in the process of permitting an expansion to the Landfill (the “**Expansion**”) on a parcel of property located adjacent to the Landfill also known as the “Lima Property” (the “**Lima Property**”);

WHEREAS, the County is obligated under State law to act as a neutral permitting authority, and as a regulator as between the Contractor and affected members of the public;

WHEREAS, in connection with obtaining the necessary approvals for the Expansion, the Contractor is willing to make certain payments and take other actions during the Expansion approval process and following the final approval of the Expansion;

WHEREAS, the Parties acknowledge that the compensation to the County under the Agreement, except where expressly described as for recovery of a specific cost, constitutes compensation for the use of County property. It therefore constitutes a discretionary resource of the County’s general fund under California Constitution, article XIII C, section 1, subdivision (e)(4). The Parties further agree that the consideration to the County is fairly proportionate to the value Contractor derives from use of County assets under this Agreement; and

WHEREAS, the Parties desire to amend the Agreement to set forth certain new agreements and obligations of the Parties in connection with the Expansion.

AMENDMENT AND AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are agreed to, accepted and incorporated herein by reference.
2. Specific Amendments to this Agreement.

(a) Amendments to Section 1 (Definitions). Section 1 of the Agreement is hereby amended to add or amend, as applicable, the following defined terms:

“Agency Manager” means the County Administrative Officer or his or her designee.

“Amendment Effective Date” means the date this Amendment is executed by the later of the Parties to do so.

“Average Daily Tonnage” means the average tonnage of Acceptable Waste disposed of at the Landfill over a given Quarter; provided, however, that calculation shall only be made using those days on which the Landfill is open and accepting Acceptable Waste.

“COLA Suspension Termination Date” is defined in Section 6.2.A below.

“Disposal Capacity” means the volume of Solid Waste the Landfill is designed and allowed to accept over the life of the site as designated in the Landfill’s Joint Technical Document (the **“JTD”**), excluding Final Cover.

“Environmental Laws” means all federal and state statutes, and County ordinances concerning public health, safety and the environment including, by way of example and not limitation, AB 341, AB 939, AB 1594, AB 1826, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

“Fees and Taxes” means any current or future federal, state, local or other taxes, assessments, fees, host charges, surcharges or similar charges (as same may be increased from time to time) directly or indirectly related to the acceptance, processing, storage, or

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Disposal of Waste which are imposed or relates in any way to the acceptance of Waste at the Landfill by law, ordinance, rule or regulation and/or agreement with a governmental authority, whether imposed retroactively or prospectively. As of the Amendment Effective Date, the Fees and Taxes imposed on or at the Landfill include, without limitation, a Possessory Interest Tax of Seventy-Four Thousand Five Hundred Forty-Nine and 88/100 Dollars (\$74,549.88) charged by the San Benito County Assessor; annual permit fees totaling Six Thousand Eight Hundred Fifty-Five and 00/100 (\$6,855.00) from the Monterey Bay Air Resources District; an annual permit fee of Twenty Thousand Five Hundred Ten and 00/100 Dollars (\$20,510.00) from the California State Water Resources Control Board; an annual permit fee of Seven Thousand Three Hundred and Seven Dollars (\$7,307) from the Environmental Health Division of the Health and Human Services Agency; and a One Dollar and Forty Cents (\$1.40) per Disposal ton tax assessed by the California State Board of Equalization.

“Final Expansion Approval” means the Contractor’s receipt of the final approval of the Expansion on the Lima Property, including all permits and approvals necessary for the expansion on the Lima Property and the expiration of all applicable statutes of limitations for timely suit to challenge any such permits and approvals or, if timely suit is filed, the date such suit is finally resolved by settlement or by a final judgment not subject to appeal.

“Gross Revenue” means revenue or compensation actually received by the Contractor for Acceptable Waste received at the gate of the Landfill. Gross Revenues does not include non-gate revenue from the sale of Diversion Material, landfill gas or any other current or potential sources of non-gate revenue.

“Landfill” means the John Smith Road Landfill as described in **Exhibit A** (which is attached and which, by this reference, is incorporated into this Agreement) and any expansion of the John Smith Road Landfill on adjacent or nearby property as described in **Exhibit B**. If the Landfill is incapable of accepting Acceptable Waste or if the provisions of **Section 3.2** of the Agreement apply, then Contractor shall, at its sole cost, make provisions to dispose of the In-County Waste at an alternative permitted solid waste disposal facility.

“Landfill Closure” means the placement of final cover over portions of the Landfill that have been filled to the final approved elevation in accordance with Applicable Law and any technical documents approved by CalRecycle.

“Landfill Gas Royalty” is defined in **Section 7.4** below.

“Liquidated Damages” means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in **Section 11.2** and **Exhibit K**.

“Post-Closure” means all activities undertaken at the Landfill following Closure to maintain the integrity of the containment features and to monitor compliance with applicable performance standards which are required for Post-Closure of the Landfill

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under the closure plan and Applicable Law. Post-Closure shall not be complete until the Post-Closure Date.

“Post-Closure Date” means the date on which all governmental authorities with jurisdiction over Post-Closure of the Landfill have accepted the Contractor’s certification that the Post-Closure and any then-required remediation work has been completed in accordance with Applicable Law, or alternatively when all such governmental authorities or the County have indicated in writing that the remediation and Post-Closure of the Landfill has been completed.

“Quarter” means each of the three (3)-month periods ending March 31, June 30, September 30 or December 31 of any year.

“Special Waste” means Waste that requires special handling procedures at the Landfill either during unloading or burial.

“Termination of the Expansion” means Contractor has formally withdrawn any and all applications to agencies with jurisdiction over the Expansion on the Lima Property and informed the County of that fact in writing. If Contractor determines not to further pursue the Expansion before it submits any such application, the “Termination of the Expansion” means Contractor has made a good-faith decision to cease all efforts to pursue the Expansion on the Lima Property, cease all such efforts, and informs the County in writing it has done so.

(b) Amendment to Section 2.2 (Term). Section 2.2 of the Agreement is hereby amended to change the reference to “the (to be named) Landfill” to read as “the Landfill”.

(c) Amendment to Section 3.1 (Disposal Capacity). Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“3.1 Reservation of Disposal Capacity. The Parties acknowledge that as of the Amendment Effective Date, the Landfill has in excess of fifteen (15) years of available Waste Disposal capacity to accommodate the In-County Waste Disposal needs. On or before each anniversary of the Amendment Effective Date, the Contractor shall hire a third-party registered geologist and/or engineer to prepare an analysis of remaining Waste Disposal capacity (the **“Annual Waste Disposal Capacity Report”**) in the Landfill and shall provide that analysis to the County by August 1st each year. For the purposes of this analysis, the Contractor shall utilize the average annual Waste Disposal of the previous three years as reported to the State for purposes of establishing an annual rate of In-County Waste Disposal. During the term of this Agreement, the Contractor agrees to reserve no less than fifteen (15) years of Waste Disposal capacity for the In-County Waste. If at any time the quantity of remaining Waste Disposal Capacity falls below the quantity needed to accommodate fifteen (15) years of In-County Waste Disposal, the Contractor shall suspend the acceptance of Out-of-County Waste to ensure and maintain the minimum fifteen (15) years of Waste Disposal Capacity for In-County Waste. Such suspension of the acceptance of Out-of-County waste shall remain in effect until additional Disposal capacity is available for the Out-of-County waste while still

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maintaining the minimum 15 years of Waste Disposal Capacity for In-County Waste. An example of the determination of this reservation of Disposal Capacity is shown in Exhibit C. Notwithstanding anything to the contrary in the foregoing, if Final Expansion Approval has not been received within twenty-four (24) months following the Amendment Effective Date, Contractor may request to dispose of In-County Waste at an alternative permitted solid waste disposal facility, at Contractor's sole cost, and the County shall consider such request in good faith."

(d) Amendment to Section 3.4 (Permits). Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

"3.4 Permits. Contractor shall promptly obtain and keep in full force and effect, and comply with all permits and approvals from governmental agencies necessary for operation of the Landfill, including but not limited to those listed on Exhibit L which is attached and which, by this reference, is incorporated into this Agreement, and including specifically, the permit required of operators of Solid Waste facilities, by Public Resources Code §44001. The County shall cooperate with Contractor in its efforts to obtain any permits and approvals not in place at the time of signing of this Amendment. The County, if requested by Contractor, shall assist Contractor in obtaining those permits in all reasonable ways including, without limitation, (i) furnishing information, attending meetings and hearings, and (iii) timely signing permit documents where appropriate as "Landfill Owner".

Contractor shall submit a draft of all applications for all permits relating to the construction, improvement and/or operation of the Landfill (and for subsequent renewals or modifications thereof) to the County for review and approval at least 30 days prior to filing an application with the permitting agency. Contractor shall keep the County fully informed at all times on the status of all permit applications, including meetings with County staff and hearings on permit applications before the County Board. Contractor shall apply for permits in its own name as the Operator and in the name of the County as the Owner, as directed and approved by the County. Contractor shall not agree to permit terms and conditions on any permit which is to be issued in the name of the County or which potentially will have a monetary impact on the County and/or the users of the Landfill, without consultation with, and approval by, the County, and if requested by the County, exploring alternatives to such permit conditions. Copies of all permits issued in the Contractor's name and originals of all permits issued in the County's name (and any renewals or amendments) shall be delivered to the County promptly, and in any case within five (5) working days of their receipt by Contractor.

Contractor agrees that it will provide the Agency Manager with copies of all documents and correspondence that are to be submitted to regulatory agencies that relate to existing or future permits when such documents are forwarded to the regulatory agency.

Contractor shall keep all licenses, permits and approvals governing the Landfill in force, including, but not limited to the permits required by §44001 of the Public Resources Code (and paying the fees required by §48000 of the Public Resources Code) and shall comply with their terms, including any which require improvement or modification to the Facility

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and/or to operating procedures at the Facility, and the payment of all fees. Without limiting the generality of the foregoing, Contractor will comply with the terms and conditions contained in the Use Permit issued by the County for the Landfill (the “CUP”). The County shall not use the CUP to impose requirements on the Expansion other than those recommended by the environmental impact report prepared pursuant to Section 10 of this Amendment. In the event of any disagreement regarding the adequacy or content of the CUP, the Parties shall cooperate to resolve any such disagreement through meetings, discussions and shared information to the extent needed. In the event the Parties fail to resolve any such disagreement, Contractor reserves the right to abandon the Expansion, following which the provisions of the Agreement (without giving effect to this Amendment) shall govern the relationship between the Parties.

Contractor shall be solely responsible for paying any and all fees required for, or as a condition of, such licenses, permits and approvals, and shall be solely responsible for paying any and all fines and penalties imposed on Contractor and/or the County based on Contractor’s noncompliance with permit terms, its failure to obtain necessary permits, and / or Contractor’s violation of any Applicable Law. Notwithstanding any provision in this Agreement to the contrary, any fines and/or penalties shall not constitute a basis for increases in Total Tipping Fees or in any manner be taken into consideration in determining the Total Tipping Fees Contractor receives as compensation per Section 6 of the Agreement.”

(e) Amendment to Section 4.6 (Community Involvement). Section 4.6 of the Agreement is hereby amended and restated in its entirety to read as follows:

“4.6 Community Involvement. In partial consideration for the exclusive right to operate the Landfill, the Contractor shall commit to actively participating in and financially supporting community activities and functions of its choice in San Benito County. Upon the Final Expansion Approval and through the remaining term of this Agreement, the Contractor shall contribute at least Twenty-Five Thousand Dollars (\$25,000) per year to such community activities and functions. In addition, Contractor shall make good faith efforts to buy goods and services from vendors within the County. Contractor shall report to the Board of Supervisors by March 1st of each year regarding these community involvement activities and functions and local purchasing efforts. The Contractor shall also conduct an annual open house for County residents and businesses to learn more about operations and recycling opportunities available at the Landfill.”

Contractor will maintain a daily written record of communications (“**Communications Log**”) between customers and Contractor related to Facility operations and service, including complaints and disputes. Contractor shall include at a minimum, the following information in the Communications Log:

- Date and time communication was made;
- Individual’s name and address (if customer is willing to give this information);

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- Description of the communication; and
- Date and description of response to communication (or reason for non-response), including resolution of any complaint or dispute.

Contractor will provide the County access to those records during office hours, Monday through Friday, in an electronic format. Contractor will handle complaints and resolve disputes, under its customer-service policy.

Contractor will provide a live Customer Service representative during Business Hours from 8:00 a.m. to 4:00 p.m. Monday through Friday to answer e-mail inquiries and phone calls from customers. Furthermore, to the extent staff of Contractor are present at the Landfill on the weekends and are available to do so, such staff shall answer e-mail inquiries and phone calls from customers. After Business Hours, an answering machine or answering service shall take messages of calls received outside of Business Hours. Contractor shall respond to all messages received by any means, no later than the following operating day.

Contractor will also maintain at least one local emergency telephone number for use by the County outside of Business Hours. Contractor will return any call made to that number as soon as possible and not later than twenty-four (24) hours after such calls are received.

Contractor shall designate one or more employees to monitor John Smith Road as well as the vicinity of the Landfill for any large items that have been illegally dumped there. Upon the discovery of any such illegally-dumped large items, Contractor shall collect and dispose of such items within twenty-four (24) hours of their discovery.

During the Term of this Agreement, Contractor shall use commercially reasonable efforts to retain a subcontractor to collect and dispose of litter deposited along John Smith Road in the County; provided, however, that the County shall reimburse Contractor, in advance, on a quarterly basis, for the cost of retaining such subcontractor. Contractor shall use its reasonable discretion in selecting the litter collection subcontractor, which subcontractor may be RJR Environmental Professional Services, Inc. or such other subcontractor as Contractor may reasonably determine. The annual amount to be paid to Contractor to retain such litter collection subcontractor shall be Forty Thousand Dollars (\$40,000) per year (the “**Litter Subcontractor Payment**”); provided, however, such dollar amount shall be increased each year pursuant to the COLA adjustment provisions set forth in Section 6.2.A. The County shall pay to Contractor one-fourth (1/4) of the annual Litter Subcontractor Payment at least ten (10) days in advance of each calendar quarter. In the event Contractor notifies the County that the annual cost of the litter collection subcontractor exceeds Forty Thousand Dollars (\$40,000) per year (as adjusted for annual COLA increases), the Parties agree to meet and confer in good faith to determine an increased amount necessary to retain the services of a litter collection subcontractor. If the Parties are unable to reach an agreement after sixty (60) days from the date that Contractor first notifies the County of the need to meet and confer, then Contractor’s obligations pursuant to this paragraph shall immediately terminate.

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Furthermore, Contractor's obligations pursuant to this paragraph shall also immediately terminate in the event that: (i) the County fails to make any quarterly payments contemplated hereby in a timely manner; or (ii) Contractor is unable to retain the services of a litter collection subcontractor for the dollar amounts specified herein.

(f) Amendment to Section 4.9 (Diversion Activities). Section 4.9 of the Agreement is hereby amended and restated in its entirety to read as follows:

“4.9 Diversion Activities. The Contractor shall use commercially reasonable efforts to assist the County in attaining the goals set forth in AB 939 and related statutes as more fully described in the San Benito County Integrated Waste Management Regional Agency Summary Plan. The Contractor and the County shall cooperate to establish additional diversion programs (“**Diversion Programs**”) to divert waste from the Landfill. Currently, the Diversion Programs include diversion of materials such as wood waste, yard waste, tires, white goods, scrap metal, mattresses, CRTs and other e-waste and inert waste. In this effort, the Contractor, upon approval of the County, may use the Landfill for Diversion and ancillary uses, including Diversion Material stockpiling, organic waste composting, operation of a materials recovery facility, beneficial reuse, recycling, materials salvaging activities, waste processing, waste treatment, waste transformation, energy recovery and such other uses as may be allowed by Applicable Law at solid waste disposal facilities. The County will cooperate with the Contractor if the Contractor chooses to undertake any additional Diversion Activities. Contractor and County shall meet and confer to review and evaluate the cost and expense of implementing any new Diversion Programs that cannot be recovered from Contractor's customers, and the means and methods of compensating Contractor for same. The Contractor is under no obligation to perform legal mandates of the County at significant unreimbursed costs other than as provided in the Agreement and this Amendment. In no respect shall this Agreement affect County's authority to undertake Diversion Activities that reduce flows to the Landfill without affecting the Contractor's operating costs.

(g) Amendment to Section 4.12 (Weighing and Incoming Waste Reports). Section 4.12 of the Agreement is hereby amended and restated in its entirety to read as follows:

“4.12 Weighing and Incoming Waste Reports. The Contractor shall operate and maintain the weigh scale system including all hardware requirements and the scale-house at the Facility; provided, however, that any software used in connection with the weigh scale system and the scale house may be stored and maintained in an off-site location selected by the Contractor or one or more of its affiliates. Weighing operations shall be conducted in accordance with Acceptable Industry Practices. The Contractor shall generate incoming waste reports as provided in **Exhibit E** which, by this reference, is incorporated into this Agreement. Notwithstanding any other provision in this Agreement, the Contractor shall furnish the County, in a form that is mutually agreed upon between the Contractor and the County, a report describing: (a) the type and volume of Acceptable Waste disposed of or processed at the Facility; (b) daily vehicle counts by customer type; (c) the fees paid to the County; and (d) such other information reasonably requested by the County pertaining to the Acceptable Waste brought to the Facility. The

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Contractor shall submit such report on the 15th of each month as to activities in the preceding month.”

(h) Amendment to Section 5.3 (County’s In-County Disposal Commitment and Flow Control). Section 5.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

“5.3 County’s In-County Disposal Commitment and Flow Control. The County, as lead agency for the San Benito County Integrated Waste Management Regional Agency, consisting of the Cities of Hollister and San Juan Bautista and unincorporated San Benito County, shall ensure that any Designated Hauler(s) franchise agreement(s) direct all Acceptable Waste that is intended for Disposal to the Landfill. This commitment excludes recyclable Construction and Demolition waste, source separated recyclables, recyclable organic materials, and post-processing residue generated by Designated Haulers and their third-party recycling processors. County shall take reasonable steps to ensure that any Designated Hauler(s) do not misclassify Acceptable Waste as post-processing residue and shall respond promptly to any complaint by Contractor that such misclassification has occurred.

(i) Amendment to Section 6.2.A (‘Cost of Living Adjustments’ (COLA)). Section 6.2.A of the Agreement is hereby amended and restated in its entirety to read as follows:

“A. ‘Cost-of-Living Adjustments’ (COLA). On or before March 1st each year, Contractor shall provide County with the COLA index adjustment factors, for implementation on July 1st of each year. To modulate fluctuations in the annual COLA, Contractor shall never receive COLA-related compensation increases of more than six percent (6%) per year or less than two percent (2%) per year. The following indices shall be utilized in determining the Cost of Living Adjustment:

i. Consumer Price Index for Urban Consumer All Items for the San Francisco – Oakland – Hayward Area Series CUURS49BSAO for General and Administrative costs.

ii. Producer Price Index-Commodities for #2 Diesel Fuel compiled and published by the BLS, using the following parameters:

- Not Seasonally Adjusted
- Group – Fuels and Related Products and Power
- Item – #2 Diesel Fuel
- Base Date – 198200
- Series Identification Number – WPU057303

iii. Employment Cost Index for Total Compensation, Not Seasonally Adjusted, for Private Industry Workers by Occupation, Series ID CIU2010000405000I for Labor costs.

iv. Indices for December 31 will be used.

v. An example COLA calculation is attached in Exhibit H for demonstration purposes. Exhibit H is incorporated herein by this reference.”

(j) Temporary Suspension of COLA Increase. Commencing July 1, 2019, and continuing until the earlier to occur of the following: (a) Termination of the Expansion, and (b) July 1, 2023 (the “**COLA Suspension Termination Date**”), the Contractor hereby agrees to forgo any potential COLA increases to which it may be entitled pursuant to Section 6.2.A. (‘Cost-of-Living Adjustments’ (COLA)) of the Agreement. Following the COLA Suspension Termination Date, the Contractor shall again be entitled to request any and all COLA increases to which it may be entitled pursuant to Section 6.2.A. of the Agreement.

(k) Amendment to Section 6.2.F. (Unresolved Cost Compensation.). Section 6.2.F. of the Agreement is hereby amended to change the reference to “Section 14” to “Section 12”.

(l) Amendment to Section 7.4 (Landfill Gas Royalty). Section 7.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

“7.4 Landfill Gas Royalty. The Contractor shall study the feasibility of a range of project alternatives for a landfill gas-to-energy plant, including, but not limited to, a compressed natural gas fueling facility. If any project is deemed feasible, Contractor shall implement it. If the Contractor determines that no project is feasible or that a project previously deemed feasible has become or become known to be infeasible, it shall so inform the County, which may conduct its own feasibility study. If the County determines any project is feasible, the County may invite the Contractor to implement that project. If the Contractor, after notice from the County, declines to do so, the County may implement the project. The Contractor shall cooperate with the County as necessary to accomplish the project, including, but not limited to, through site access agreements. All costs incurred by Contractor relating to any such County-implemented project shall be reimbursed by the County.

If the Contractor pursues the project, then the Contractor shall pay the County a royalty (the “**Landfill Gas Royalty**”) of twelve percent (12%) of the gross revenue the Contractor receives for the sale of the landfill gas and from all other landfill gas-related activities. If the County implements the Project, then the Contractor shall not participate in profit-sharing unless it also shares in the costs to design, permit, construct and operate the project.

(m) Amendment to Section 8 (Indemnity, Insurance, Performance Bond). Section 8 of the Agreement is hereby amended and restated in its entirety to read as follows:

SECTION 8. INDEMNITY; PERFORMANCE SECURITY.

8.1 Indemnification; General.

A. Contractor Indemnification. Contractor shall protect, indemnify, defend and hold harmless the County, its officers, employees, agents, contractors, consultants and professionals (collectively, “**Indemnitees**”) from and against any and all loss,

liability, penalty, forfeiture, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature including, but not limited to, injury to and death of any person and damage to property, or economic loss of any nature, or for contribution or indemnity claimed by third parties (collectively, “**Claims**”), arising out of, related to, or occasioned in anyway by: (1) actions, omissions, negligence or willful misconduct of Contractor, its officers, employees, agents, and subcontractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents, and subcontractors to comply in any respect with of this Agreement, Applicable Law (including, without limitation, the Environmental Laws), ordinances and regulations, or applicable permits and licenses; (3) the acts of Contractor, its officers, employees, agents, and subcontractors in performing services under this Agreement for which strict liability is imposed by Applicable Law (including without limitation, the Environmental Laws); or (4) otherwise arising out of or resulting in any way from the awarding or execution of, or Contractor’s performance under, this Agreement, including the provision of services under this Agreement. Contractor shall, at its own expense, defend any suit or action founded upon a Claim. In the event of any Claim, Contractor, at Contractor’s sole cost and expense, shall defend (with attorneys reasonably acceptable to County), and indemnify the County. Contractor’s duty to indemnify and defend shall survive the expiration or termination of this Agreement. The foregoing promises to defend and indemnify shall not apply to a Claim caused solely by the negligence or intentional misconduct, or wrongful acts or omissions of County, its officers, employees, or agents, but shall apply to the extent a Claim is caused or alleged to be caused by the joint negligence of Contractor, County or other persons.

- B. County Indemnification. The County shall protect, indemnify, defend and hold harmless Contractor, its officers, employees, agents, contractors, consultants and professionals (collectively, “**Contractor Indemnitees**”) from and against any Claim caused solely by: (1) actions, omissions, negligence or willful misconduct of the County, its officers, employees, agents, and subcontractors; (2) the failure of the County, its officers, employees, agents, and subcontractors to comply in any respect with of this Agreement, Applicable Law (including, without limitation, the Environmental Laws), ordinances and regulations, or applicable permits and licenses; or (3) the acts of the County, its officers, employees, agents, and subcontractors in performing services under this Agreement for which strict liability is imposed by Applicable Law (including without limitation, the Environmental Laws). The County shall, at its own expense, defend any suit or action founded upon a Claim. In the event of any Claim, the County, at the County’s sole cost and expense, shall defend (with attorneys reasonably acceptable to Contractor), and indemnify Contractor. The County’s duty to indemnify and defend shall survive the expiration or termination of this Agreement. The foregoing promises to defend and indemnify shall not apply to a Claim caused solely by the negligence or intentional misconduct, or wrongful acts or omissions of Contractor, its officers, employees, or agents, but shall apply to

the extent a Claim is caused or alleged to be caused by the joint negligence of the County, Contractor or other persons.

C. Survival. The Parties' respective duties to indemnify and defend under this Section 8.1 shall survive expiration or termination of this Agreement.

8.2 Third Party Claims. Without limiting the generality of Section 8.1, Contractor shall protect, indemnify, defend and hold harmless the Indemnitees from and against any and all claims by government agencies or other third parties, whether judicial, administrative, or otherwise, with respect to the provision of services hereunder or the fees or rates to be charged for such services, including, but not limited to, claims over the definitions of "solid waste" or "recyclable material;" claims as to the limits of County's authority with respect to contracting, granting concessions, or leasing of County property; any claim seeking to set aside the County's approval of this Agreement; claims alleging violation of the California Labor Code; claims arising from or related to breach of any of Contractor's representations or warranties in this Agreement; claims arising from or related to the sale or other disposal of recyclable solid Waste and/or recyclable materials delivered to the Landfill, or the possession or use by Contractor or any third party of recyclable solid Waste and/or recyclable materials delivered to the Landfill; claims under the Dormant Commerce Clause, anti-trust laws, or any other federal or state law or local ordinance; claims under Article XIII C or XIII D of the California Constitution ("**Proposition 218**" and "**Proposition 26**") or related provisions of state law. The foregoing duty to defend and indemnify the Indemnitees shall not apply to a Claim caused solely by the negligence or intentional misconduct of the County, its officers, employees, or agents, but shall apply to the extent the Claim is caused or alleged to be caused by the joint negligence of Contractor, the County or other persons. In the event of any such Claim, Contractor, at Contractor's sole cost and expense, shall defend (with attorneys reasonably acceptable to County), and indemnify the County. Contractor's duty to indemnify and defend shall survive the expiration or termination of this Agreement.

8.3 Labor Code Indemnity. Contractor represents that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor expressly represents and warrants to the County that it has independently determined that the Prevailing Wage Laws are not applicable to any services performed under this Agreement. Without limiting Sections 8.1 and 8.2, Contractor shall defend, indemnify and hold the Indemnitees free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of Contractor or another Contractor Indemnitee to comply with the Prevailing Wage Laws. Contractor agrees to release and waive any right to make any demand or claim against the Indemnitees or to institute suit against an Indemnitee seeking reimbursement for any payments or costs associated with any subsequent allegation or determination by any person, entity or court that work performed under this Agreement is or was subject to the Prevailing Wage Laws. Without limiting the generality of the foregoing,

Contractor specifically acknowledges that the County has not affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the services performed under this Agreement are not “public works” or “maintenance.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781. In the event that the Prevailing Wage Laws are finally determined by a court or administrative agency to apply to any services performed hereunder, or are made applicable by a change in statute, regulation, or administrative interpretation, Contractor agrees to fully comply with and to require all Contractor Indemnitees to fully comply with such Prevailing Wage Laws, at no expense to any Indemnitee. In the event of any such Claim, Contractor, at Contractor’s sole cost and expense, shall defend (with attorneys reasonably acceptable to County), and indemnify the County. The foregoing indemnification shall not apply to a Claim caused solely by the negligence or intentional misconduct of the County, its officers, employees, or agents, but shall apply to the extent the Claim is caused or alleged to be caused by the joint negligence of Contractor, the County or other persons. Contractor’s duty to indemnify and defend under this paragraph 8.3 shall survive the expiration or termination of this Agreement.

8.4 Hazardous Substances Indemnification.

- A. Without limiting Sections 8.1, 8.2, or 8.3, Contractor shall indemnify, defend, protect and hold harmless the Indemnitees and any successor or successors to any of them from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to reasonable attorneys’ and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) (collectively the “**Environmental Claims**”), of any kind whatsoever paid incurred or suffered by, or asserted against, the Indemnitees, and any successor or successors to any of them to the extent arising from or concerning any Hazardous Waste or Unacceptable Waste brought onto the Landfill or disposed of at the Landfill during the term of this Agreement. Notwithstanding the foregoing, Contractor shall not indemnify the Indemnitees for, and shall not be responsible for, any hazardous substance or other solid waste disposed of at the Landfill before August 1, 2003 and/or after the termination of this Agreement, unless brought to the Landfill by Contractor.
- B. Without limiting the generality of and obligations under Sections 8.1, 8.2 and 8.3, County shall indemnify, defend, protect and hold harmless the Contractor Indemnitees, and any successor or successors to any of them from and against all Environmental Claims of any kind whatsoever paid, incurred or suffered by, or asserted against, the Contractor Indemnitees to the extent arising from any Hazardous Waste or Unacceptable Waste accepted for disposal at the Landfill

before August 1, 2003, or after the termination of this Agreement, unless brought to the Landfill by Contractor.

- C. These indemnifications are intended to be an agreement pursuant to § 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), 42 U.S.C. § 9607(e), and California Health and Safety Code § 25364, to defend, protect, hold harmless and indemnify the County and Contractor from all forms of liability under CERCLA, the Resource Conservation and Recovery Act (“**RCRA**”), 42 U.S.C. §§ 6901 et seq. or other similar federal, state or local law or regulation for any and all matters addressed in this Section 8.4. This provision shall survive the expiration or termination of this Agreement.

8.5 AB 939 Indemnification. Without limiting the generality of Sections 8.1, 8.2, 8.3 and 8.4, Contractor shall protect, defend the Indemnitees with counsel reasonably acceptable to the County, indemnify and hold the Indemnitees harmless from any and all fines, penalties and assessments levied against or threatened to be levied against the County for the County’s failure to meet the requirements of AB 939, its amendments or any successor legislation and/or all rules and regulations promulgated thereunder to the extent such fines, penalties and assessments are directly caused by Contractor’s failure to comply with this Agreement and/or Contractor’s failure to comply with said laws, rules or regulations binding on Contractor, including but not limited to failing to timely supply the County with information or reports needed to comply with AB 939, but only to the extent Contractor or the County is required by Applicable Law to maintain such information or reports.

8.6 Civil Code Section 1542 Waiver. Contractor hereby waives any and all rights and benefits that it now has, or in the future may have conferred upon it by virtue of the provisions of section 1542 of the Civil Code of the State of California (or any other statute or common law principles of similar effect), which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

In this connection, Contractor hereby agrees, represents, and warrants that it realizes and acknowledges that facts now unknown to it may have given or may hereafter give rise to claims that are presently unknown, unanticipated and unsuspected, and it further agrees, represents, and warrants that this release has been negotiated and agreed upon in light of that realization and it nevertheless hereby intends to release the Indemnitees from the losses and matters described in Section 8.

8.7 Notice of Indemnity Claim.

- A. An Indemnitee or a Contractor Indemnitee shall notify (the “**Claim Notice**”) the Contractor or the County, as the case may be (each an “**Indemnitor**”) of the assertion of any Claim against which it asserts a right to be indemnified hereunder

within five (5) days of receipt of such Claim. The Claim Notice shall describe the Claim and the specific facts and circumstances in reasonable detail, and shall indicate the amount, if known, or an estimate, if possible, of the losses that have been or may be incurred or suffered by the Indemnitee or the Contractor. Failure to timely deliver a Claim Notice or otherwise notify Indemnitor of the commencement of such actions in accordance with this Section 8.7.A. shall not relieve an Indemnitor from the obligations to defend and indemnify hereunder except to the extent that Indemnitor establishes by competent evidence that it has been prejudiced thereby.

- B. An Indemnitor shall have the right to join or intervene in any Claim by Indemnitor's own counsel at Indemnitor's expense. If so, Indemnitor shall control the defense of such Claim. Notwithstanding the foregoing, Indemnitee may participate, at Indemnitee's own expense, in the defense of any Claim joined or intervened in by Indemnitor.
- C. An Indemnitor shall keep each Indemnitee or Contractor Indemnitee reasonably informed at all times of the progress and development of its defense of, and compromise efforts with respect, to any Claim and shall furnish Indemnitee with copies of all relevant pleadings, correspondence and other papers. In addition, the Indemnitor and the Indemnitees or Contractor Indemnitees shall cooperate and make available to each other and their representatives all available relevant records or other materials required by them for their use in defending, compromising or contesting any Claim.
- D. An Indemnitor shall not consent to the entry of any judgment, or enter into any settlement, with respect to a Claim without the consent of each Indemnitee or Contractor Indemnitee, which consent shall not be unreasonably withheld, conditioned, or delayed.

8.8 Performance Security. Within 60 days of the Amendment Effective Date, Contractor shall provide an irrevocable Letter of Credit or Performance Bond (collectively referred to herein as the "**Performance Security**") from an institution satisfactory to the County, on terms acceptable to the County and its legal counsel, evidencing an irrevocable commitment to the County, in the amount of Five Hundred Thousand Dollars (\$500,000.00), guaranteeing Contractor's faithful performance of this Agreement. Such Performance Security shall be maintained in effect throughout the period during which Landfill operation services are to be provided under this Agreement.

Upon Contractor's failure to timely perform any of its obligations under this Agreement or to pay the County any fees or other sums owed under this Agreement, the Performance Security may be assessed by the County, for purposes including, but not limited to:

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- a. Reimbursement of costs borne by the County to correct violations of the Agreement not corrected by Contractor, after the County provides notice in accordance with Section 11.1.
- b. To provide monetary remedies or to satisfy damages assessed against Contractor due to a material breach of this Agreement; or
- c. To satisfy an order of the referee.

In the event that the County assesses any sum against the Performance Security, Contractor shall deposit a replacement instrument sufficient to restore the Performance Security amount to the original amount within 30 days after notice from the County that any amount has been levied against the Performance Security. County acknowledges that the Performance Bond (Annual Form) attached hereto as Exhibit N is a form acceptable to the County.

Contractor shall be relieved of the foregoing requirement to replenish the Performance Security during the pendency of an appeal from the County's decision to draw on the Performance Security. The amount of the Performance Security shall be adjusted annually on the anniversary of the execution of this Amendment. The annual adjustment shall be in the annual percentage change from September 1st of the prior year to the month ending with August in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-Hayward area or any successor to that index.

If the County draws on the Performance Security, all of the County's costs of collection and enforcement of the provisions of this Agreement relating to the Performance Security, including reasonable attorneys' fees and costs, shall be paid by Contractor and/or may be assessed against the Performance Security.

Any decision or order of the County under this Section may be appealed by Contractor pursuant to Section 11.3 of this Agreement.

Upon termination of this Agreement, the Performance Security shall be released and returned to Contractor 90 days after satisfactory completion of all Contractor's obligations under this Agreement.

(n) Amendment to Section 9 (Insurance). Section 9 of the Agreement is hereby amended and restated in its entirety to read as follows:

SECTION 9. INSURANCE.

9.1 Types and Amounts of Coverage. Contractor, at Contractor's sole cost and expense, shall procure from an insurance company or companies licensed to do business in California and maintain in force at all times during the Term, the following types and amounts of insurance:

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- A. Workers' Compensation and Employers' Liability. Contractor shall maintain workers compensation insurance covering its employees in statutory amounts and otherwise in compliance with the law. Contractor shall maintain employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or disease. Provided, however, that Contractor shall not be obligated to carry such insurance if (i) it qualifies under California law, and continuously complies with its permit obligations, to self-insure against such risks; (ii) provides a certified copy of its state-issued permit evidencing such qualification; and (iii) provides a certified copy of a permit renewing authorization for such self-insurance at least 10 days before expiration of the previous permit.
- B. Comprehensive General Liability. Contractor shall maintain Comprehensive General Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, plus Seven Million Dollars (\$7,000,000) of Umbrella Coverage, covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, Contractor's performance of, or its failure to perform, services under this Agreement. The insurance required by this subsection shall include:
1. Premise operations;
 2. Independent contractors;
 3. Products and Completed Operations, protecting against possible liability resulting from the use of recyclable materials by another person;
 4. Personal Injury Liability with Employment Exclusion deleted;
 5. Broad Form Blanket Contractual with no exclusion for bodily injury, personal injury or property damage;
 6. Owned, Non-Owned, and Hired Motor Vehicles; and
 7. Broad Form Property Damage, including Completed Operations.
- C. Pollution/Environmental Health Insurance. In addition to all other policies of insurance Contractor must provide under this Agreement, Contractor shall provide and maintain at all times during the term of this Agreement pollution / environmental hazards insurance, in form and content reasonably acceptable to the County and its counsel, covering any pollution or contamination on the Landfill Property attributable to Contractor or as to which Contractor is responsible under this Agreement, in a minimum amount of Five Million Dollars (\$5,000,000.00). The policy required by this paragraph may be a "stand-alone" policy or an endorsement to the general liability or pollution insurance policy required above, and shall be with companies reasonably acceptable to the County. Said policy or policies shall name the County as additional insured, and shall

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contain a provision giving the County notice delivered in accordance with the policy provisions as an additional insured should any of the above-described policies be cancelled before the expiration date thereof. Contractor shall provide County certificates of such insurance. Contractor's failure to maintain or to renew such insurance shall be grounds for immediate termination of this Agreement by the County without notice. The Comprehensive General Liability and Pollution/Environmental Hazards insurance required under this Agreement shall be written on an "occurrence," rather than a "claims made" basis, if such coverage is obtainable. If it is not obtainable, no later than six months before termination of this Agreement, Contractor shall obtain "tail coverage" to protect the County from claims filed after the expiration or termination of this Agreement relating to incidents that occurred before such expiration or termination. Any excess or umbrella policies shall be on a "following form" basis and shall be subject to the acceptance of County and its legal counsel. If this Agreement terminates or expires before the full term hereof and any extensions, Contractor shall promptly obtain and tender to County the policy of "tail coverage" described above and if such a policy is not obtained within 60 days of any such termination, County may purchase same and deduct the cost from the Performance Security provided by Contractor under this Agreement. To the extent that the Performance Security is not sufficient to cover the cost of any such policy of "tail coverage" for any reasons Contractor shall be liable to the County for any such additional costs.

- D. Sudden and Accidental Coverage During Hazardous Materials Storage and Transport. Contractor shall maintain insurance coverage of not less than \$1,000,000 per location for personal injury or property damage arising out of the sudden and accidental release of any Hazardous Materials or Wastes during temporary storage at the Landfill and transport of such materials by vehicles owned, operated or controlled by Contractor in the performance of the services under this Agreement.
- E. The insurance required by this Agreement shall be with insurers which are Best A-: VII rated or better, and licensed to do business in California. The County shall be included as an additional insured on each of the policies and policy endorsements (except for Workers' Compensation and Physical Damage). The insurance required by this Agreement is in addition to, and not in lieu or limitation of, the defense and indemnification provisions of Section 8 above. Regardless of the foregoing, Contractor may meet the insurance limits and coverage required by this Agreement with any combination of primary, umbrella, excess insurance or deductibles.

9.2 Required Endorsements.

- A. The Workers' Compensation policy shall contain endorsements in substantially the following form:

"Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in

accordance with the policy provisions. Such notice shall be sent to:

County of San Benito
County Counsel
481 Fourth Street, 2d Floor
Hollister, CA 95023

“Insurer waives all rights of subrogation against the County and its officers and employees arising from work performed for the County.”

- B. The General Liability policy shall contain endorsements in substantially the same form:

“Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. Such notice shall be sent to:

County of San Benito
County Counsel
481 Fourth Street, 2d Floor
Hollister, CA 95023

“This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the County, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only.”

- C. The physical damage policy shall contain the following endorsements:

“Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. Such notice shall be sent to:

County of San Benito
County Counsel
481 Fourth Street, 2d Floor
Hollister, CA 95023

Severability of Interest Endorsement;
Waiver of subrogation against the County.”

- 9.3 Delivery of Proof of Coverage.** Within 60 days of the Amendment Effective Date, or of any change in policy provisions, Contractor shall provide the County

with certificates of insurance for the policies required hereunder. Upon reasonable request by the County (but not more often than once per year), Contractor shall, within ten business days of such request, provide the County with copies of each policy of insurance required hereunder. Contractor may redact all proprietary and/or confidential information from such policies, as may be determined in Contractor's reasonable discretion; provided, however, Contractor may not redact any information which is applicable to Contractor's operation of the Landfill or reasonably necessary for the County to ensure compliance with the insurance coverage requirements of this Agreement.

9.4 Other Insurance Requirements.

- A. If Contractor delegates any services under this Agreement to a subcontractor, Contractor shall require such subcontractor to provide statutory worker's compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The liability insurance required by this Section 9 shall cover all subcontractors or the subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of Sections 8 and 9.
- B. Contractor shall comply with all requirements of insurers. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement, including those imposed by Sections 8 and 9. If any claim is made by any third person against Contractor on account of any occurrence related to this Agreement, Contractor shall promptly report the facts in writing to the relevant insurance carrier(s) and to the County. If Contractor fails to procure and maintain any insurance required by this Agreement, the County may take out and maintain, at Contractor's expense, such insurance as it may deem proper and deduct the cost thereof from any monies due Contractor or assess it against the Performance Security required by this Agreement.

(o) Amendment to Section 10 (Representations and Warranties of Company). Section 10 of the Agreement is hereby amended to change the references to "11.1", "11.2" and "11.3" to read as "10.1", "10.2" and "10.3", respectively.

(p) Amendment to Section 12 (Administrative Remedies; Termination). Section 12 of the Agreement is hereby amended and restated in its entirety to read as follows:

SECTION 11. DEFAULTS AND REMEDIES.

11.1 Notice of Breach and Response.

- A. Notice of Contractor Breach; Response. If the Agency Manager determines that Contractor has, by its actions or omissions, materially breached or otherwise failed to perform any obligation or duty under this Agreement, including without limitation any failure to comply with Applicable Law, the Agency Manager may advise Contractor in writing of any suspected deficiencies, specifying the deficiency ("**County Notice**"). The Agency Manager shall issue a written

notification of deficiencies or a notice of breach and may, as to any breach, take one or more of the actions as set forth below. Unless the County Notice indicates the circumstances necessitate prompter response, Contractor shall respond in writing to any County Notice within 72 business hours of its delivery (“**Contractor’s Response**”) and shall cure any such deficiency within 30 days unless such cure reasonably requires additional time, in which case the Contractor’s Response shall state the additional time required to cure the deficiency and/or breach and provide a detailed explanation of the delay in effecting a cure, and Contractor shall promptly commence and diligently pursue that cure to completion. If a cure cannot reasonably be made within 30 days of the date of the Contractor’s Response, the County may take one or more of the actions set forth below.

1. If Contractor disagrees with statements set forth in County Notice (including without limitation any proposed assessment of liquidated damages), Contractor shall be entitled to a hearing before the County Board of Supervisors or a hearing officer it designates, upon submission to the County Manager of a written Request for Hearing. Within 10 days of the submission of its Request for Hearing, Contractor shall provide the County Manager a detailed written statement together with all of the documentary or other evidence supporting its contest of the County Notice. Failure to submit that statement and supporting documents shall waive Contractor’s right to an appeal or to contest the validity of the County Notice or the imposition of liquidated damages as provided herein.

The hearing shall be set not less than 10, nor more than 30, days after Contractor submits a Request for Hearing.

2. If, at the end of a cure period, or following the exhaustion of any Hearing, Contractor has not cured the breach, then the County may take one or more of the following actions:
 - a. Provide additional time to effect a cure of the breach;
 - b. Take such action as the County determines is reasonable to cure the breach, with the County’s resources and/or through such independent contractors and/or consultants as the County may elect to retain;
 - c. Assess liquidated damages pursuant to Section 11.2;
 - d. Make a demand on or assessment against Contractor’s Performance Security or other funds owed to Contractor;
 - e. Terminate this Agreement, in which case a written notice of termination of this Agreement shall be immediately delivered to Contractor.

- B. Notice of County Breach; Response. If Contractor determines that the County has, by its actions or omissions, materially breached or otherwise failed to perform any obligation or duty under this Agreement, Contractor shall advise the County in writing of any such notice in writing together with all supporting evidence and documentation of the claimed breach. The County shall respond to any such notice in writing, within seven business days and shall cure any such deficiency within 30 days from the receipt by Contractor of such written notice unless such cure reasonably requires additional time, in which case the County shall state in its written notice the additional time required to cure the deficiency and/or breach and provide a detailed explanation of the delay in effecting a cure, and the County shall promptly commence and diligently pursue that cure to completion.

11.2 Performance Standards and Liquidated Damages

- A. General. The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by the County because of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that:
- (i) substantial damage results to members of the public who are denied services or denied quality or reliable service;
 - (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms;
 - (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and,
 - (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.
- B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The Parties further acknowledge that consistent, reliable Disposal services are of utmost importance to the County and that the County has considered and relied on Contractor's representations as to its quality of service commitment in awarding this Agreement. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards or fails timely to

submit required documents, County and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of those damages. Therefore, without prejudice to County's right to treat such non-performance as an event of default, the Parties agree that the Liquidated Damages amounts established in Exhibit K of this Agreement represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Amendment Effective Date, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

- C. Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Performance Standards and Liquidated Damages, Exhibit K.
- D. In addition to considering the reports submitted by Contractor pursuant to Section 4.12, County may determine the occurrence of events giving rise to liquidated damages through its own observations, through discussions with Customers, and through investigation of Customer complaints to the County. Before assessing Liquidated Damages based on such observations or investigations, the County shall give Contractor notice of its intent to do so. The notice will also include a brief description of the incident(s) of non-performance. Contractor may review (and make copies at its own expense) all non-confidential information in County's possession relating to incident(s) of non-performance. Contractor may, within 10 days after receiving the notice, request a meeting with Agency Manager. Contractor may present evidence in writing and through testimony relevant to the incident(s) of non-performance. The Agency Manager will provide Contractor with a written explanation of his or her determination on each incident(s) of non-performance before assessing Liquidated Damages. If the County assesses Ten Thousand Dollars (\$10,000) or more of Liquidated Damages against the Contractor in any given year, then Contractor may appeal the Agency Manager's decision to assess any additional Liquidated Damages in excess of such Ten Thousand Dollar (\$10,000)-amount to the Board of Supervisors. The Board of Supervisors shall hear and consider Contractor's appeal in good faith, and any determination by the Board of Supervisors with regard to such appeal shall be final and binding upon Contractor.
- E. Two-Phase Performance Management. The Parties desire to minimize the time and cost involved in monitoring Contractor's performance under this Agreement, particularly about the assessment of Liquidated Damages. Exhibit K to this Agreement identifies each "Failure to Meet Obligations" for which the County will impose a Liquidated Damage.
- F. Amount. The County may assess Liquidated Damages for each event it determines Contractor to be liable in accordance with this Agreement in the amounts specified in Exhibit K.

- G. **Timing of Payment.** Subject to Contractor's right to appeal set forth herein, Contractor shall pay any Liquidated Damages assessed by the County within 10 business days of their assessment. If not, County may proceed against the Performance Security required by the Agreement, order the termination of this Agreement, or both.

11.3 Appeal to Referee. Except as otherwise provided in this Agreement, Contractor may appeal any decision of the County after appeal finding a material breach of this Agreement, as provided in Section 12, below, by filing with the County Manager a Notice of Decision to Mediate and Appeal, within 10 business days of Contractor's receipt of the decision by the County on the appeal, and following the procedures set forth in Section 12 below. Contractor may not appeal a decision of the County Manager to refer any matter to the County Board.

11.4 Reservation of Rights by the County. Subject to Contractor's rights to cure and appeal set forth herein, the County further reserves the right to terminate this Agreement upon any of the following.

- A. If the County determines that Contractor has practiced, or attempted to practice, any fraud or deceit upon the County or practiced any fraud or deceit or made any intentional misrepresentations in the negotiations of this Agreement or any amendment to it which preceded the execution of this Agreement or any amendment to it, the County may proceed pursuant to this subsection 11.4.A. The County may provide written notice to Contractor of its conclusion that the Contractor has practiced or attempted to practice any fraud or deceit within the reach of this subdivision, which notice shall summarize the evidentiary basis for the claim of fraud or deceit or intentional misrepresentation. If the County provides such a notice, the Parties will negotiate in good faith for a period not to exceed fifteen (15) calendar days to attempt to resolve the issue, which time period may be extended by mutual agreement of the Parties. If, on the expiration of the good faith negotiation period, the Parties have not been able to resolve the issue, the County may provide written notice to Contractor that it intends to terminate this Agreement in thirty (30) calendar days. During this thirty (30) day period, Contractor may seek a temporary restraining order, preliminary injunction or other preliminary relief from a court of competent jurisdiction. If the reviewing court ultimately determines that the County did not have a sufficient basis for the claim of fraud or deceit or intentional misrepresentation, Contractor shall be entitled to recover its reasonable and actual attorneys' fees for the court proceeding, including without limitation any motion for preliminary relief as well as the determination of the merits of the claim. The Parties may, but need not, invoke the provisions of Section 12 of this Agreement regarding mediation in resolving any dispute under this subsection, except that notwithstanding anything to the contrary in Section 12, the consent of both Parties shall be required to require mediation of any issue of claimed fraud or deceit or intentional misrepresentation;

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- B. If Contractor becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order in a bankruptcy proceeding for relief in favor of Contractor;
 - C. If Contractor fails to provide or maintain in full force, effect and amount, insurance and/or Performance Security as required by this Agreement;
 - D. If Contractor receives an order to cease and desist from any regulatory body having jurisdiction over Contractor which precludes Contractor's ability to operate the Landfill pursuant to this Agreement, in any material manner, provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered;
 - E. If Contractor fails to make any payments required under this Agreement or refuses to timely provide the County with information, reports or test results required to be provided pursuant to this Agreement or Applicable Law as to any material matter; and
 - F. If Contractor is the subject of labor unrest, including work stoppage or slowdown, sick out, picketing or other concerted job action which materially interferes with Contractor's operation of the Landfill or other obligations under this Agreement.
- 11.5 Cumulative Rights.** The County's and Contractor's rights of termination are in addition to any other rights of the County and Contractor upon a failure of the other to perform its obligations under this Agreement.
- 11.6 Reservation of Rights by Contractor.** Contractor reserves the right to terminate this Agreement upon any material breach of this Agreement by the County, including, but not limited to, any of the following: (1) upon three months' written notice following a final refusal by the County to approve a rate adjustment due to Contractor; (2) upon 30 days' notice if the County refuses to provide Contractor with required information, reports or test results as to any material matter, as provided by the Agreement; or (3) any other act or omission by the County which materially violates this Agreement and which is not corrected or remedied within the time sent forth in Contractor's written notification of deficiencies to the County.
- 11.7 Force Majeure.** Except for the payment of amounts owed hereunder, a Party shall not be in default under this Agreement in the event its performance is delayed, interrupted or it is prevented from exercising its rights or performing its obligations by reason of an event of Force Majeure, then in each such event, the Party making a claim of Force Majeure shall be excused, without liability or fault, from performance of its obligations under this Agreement for so long as the condition causing the Force Majeure event is in existence. The Party claiming Force Majeure shall give the other Party notice within twenty-four (24) hours of the occurrence of any event of Force Majeure that affects its performance and

shall use reasonable commercial efforts to eliminate the cause of the Force Majeure event and resume performance of its obligations.

- 11.8 Survival of Contract Provisions in Event of Termination or Expiration.** It is the intent of the Parties that, upon termination or expiration of this Agreement, each of the following clauses shall continue to apply and the obligations and rights thereunder shall remain in full force and effect:

Subsections 4.1, 4.9, 11.1, 11.2, 11.3 and all of Sections 8, 9, and 12.

(q) Amendment to Section 14 (Arbitration). Section 14 of the Agreement is hereby amended and restated in its entirety to read as follows:

SECTION 12. MEDIATION, REFERRAL TO REFEREE, HEARING PROCEDURES

- 12.1 Mediation.** Any dispute concerning a material breach of this Agreement shall, upon the request of either Party, first be mediated between the Parties. Within 30 days of receiving notice from the other Party of a request to mediate, the Parties shall mutually agree on a mediator and shall thereafter promptly meet with the mediator in an effort to resolve any such dispute. Unless otherwise agreed at mediation, the Parties shall bear costs of mediation equally.
- 12.2 Post Mediation.** At any time after the exhaustion of administrative remedies and mediation, either Party may refer a disputed matter for resolution under this Section 12.
- 12.3 Applicability.** If either the County or Contractor refers a matter to a referee, as provided herein, this Section shall apply to obtain prompt and expeditious resolution of any and all disputes arising as to this Agreement.
- 12.4 Reference of Dispute.** Any dispute seeking damages and/or equitable relief, such as but not limited to specific enforcement, shall be heard and determined by a referee pursuant to California Code of Civil Procedure §§638 *et. seq.* Venue of any proceeding hereunder shall be in Santa Clara County, California.
- A. Procedure for Appointment. The Party seeking reference shall file in court and serve on the other Party a complaint describing the dispute. If John B. Bates, Jr. is available to hear the matter, the Parties shall consent to his doing so. Otherwise, within 15 days of service, the Parties shall apply to JAMS to nominate five or more prospective referees who can hear the matter in San Jose, California. If the Parties are unable to agree on a referee from the JAMS panel within 10 business days after written request to do so by either Party, the Parties, starting with Contractor, shall alternate in striking one prospective referee each until only one referee remains.
- B. Ex Parte Communications Prohibited. Neither Party may communicate separately with the referee after he or she is selected. All subsequent communications between a Party and a referee shall be simultaneously delivered to the other Party.

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This provision shall not apply to communications made to schedule a hearing or request a continuance.

- C. Cooperation. The Parties shall diligently cooperate with one another and the referee and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute. If either Party refuses to diligently cooperate, and the other Party, after first giving notice of its intent to rely on the provisions of this Section 12, incurs additional expenses or attorneys' fees solely as a result of such failure to diligently cooperate or of the other Party's violation of Code of Civil Procedure section 128.5, the referee may award such additional expenses and attorneys' fees to the Party giving such notice, even if such Party is not the prevailing party in the dispute.
- D. Discovery. Within 60 days of his or her appointment, the referee shall set a discovery schedule and shall schedule the matter for hearing, unless the County and Contractor agree otherwise, or unless the referee shall determine otherwise for cause stated. Either Party may issue a request to compel reasonable document production by the other. Disputes concerning the scope of document production and enforcement of document requests shall be subject to agreement by the Parties, or if agreement is not reached within twenty (20) days of a document request, by the referee. Any document request shall be subject to the privilege of the Parties, and the referee shall adopt procedures to protect such rights, trade secrets and other reasonable expectations of confidentiality of either Party. Except as the Parties may agree, or the referee may order, no other form of discovery shall be available to the Parties.
- E. Standards for Decision. The provisions of California Code of Civil Procedure, sections 640, 641, 642, 643, 644 and 645 shall be applicable to dispute resolution by a referee hereunder. To amplify the provisions of California Code of Civil Procedure, sections 644 and 645, the Parties agree the referee shall decide issues of fact and law they submit for decision as required for a trial by court as set forth in California Code of Civil Procedure, sections 631.8 and 632, and California Rules of Court, Rule 232. The referee shall try and decide the dispute according to all of the substantive and procedural laws of California, unless the Parties stipulate otherwise.
- F. Evidence and Findings. The referee shall consider the administrative record, including the County Notices or Contractor's notice of deficiencies or breach, Contractor's Response or the County's response to any such notices, any decision of the County, any Notice of Appeal to the County, and County decision on an appeal, in addition to other relevant evidence. Before issuing findings, the referee shall submit a proposed ruling, setting forth proposed findings of fact and conclusions of law, to counsel for the Parties for comment. When the referee has decided the dispute, the referee shall prepare a judgment.
- G. Remedial Authority. A referee to whom a matter is referred shall have the authority to (i) order either Party to undertake remedial action to cure a breach

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and to prevent occurrence of similar breaches in the future; (ii) assess damages and/or levy a penalty consistent with this Agreement or (iii) find there has been no breach.

- H. Stay Pending Entry of Final Judgment. The imposition or enforcement of any penalties or sanctions provided in this Agreement and related to the subject matter of the hearing shall be stayed until 60 days after the referee renders a final judgment to allow an appeal or other post judgment motion and, if such is taken or filed, until it is resolved. The referee may modify or cancel any proposed penalties or sanctions upon a finding that the Party subject thereto acted with substantial justification or that the interests of justice so require.
- I. Allocation of Referee's Costs. The referee's costs for the proceeding shall be apportioned by the referee. The costs of the proceeding shall be borne initially by the Parties equally, but the prevailing party in such proceeding shall be entitled to recover reasonable costs of the referee as apportioned by the referee. If either Party refuses to pay its share of the costs of the proceeding when due, the other Party may do so, in which event that Party will be entitled to recover (or offset) the amount advanced, with interest at the maximum rate permitted by law, even if that Party is not the prevailing party. The referee shall include such costs in his or her judgment or award.

12.5 Decision. The decision of the referee may be excepted to in accordance with Code of Civil Procedure §645.

(r) Amendment to Section 15 (Assignment). Section 15 of the Agreement is hereby amended to change the references to "15", "15.1" and "15.2" to read as "13", "13.1" and "13.2", respectively.

(s) Amendment to Section 16 (General Provisions). Section 16 of the Agreement is hereby amended to change the references to "16" to read as "14".

(t) Amendment to Section 16.9 (Notices). Section 16.9 of the Agreement is hereby amended and restated in its entirety to read as follows:

14.9 Notices. All notices, including any correspondence required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by overnight courier or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To County: County of San Benito
Integrated Waste Management Department
3220 Southside Road
Hollister, CA 95023

Execution Version

To Company: Waste Solutions Group of San Benito LLC
2650 John Smith Road
Hollister, CA 95023
Attn: District Manager

With a copy to: Waste Connections, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attn: Legal Department

or to such other address as County or Company from time to time may designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served, the day after such notice is sent via overnight courier or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

3. Contingent Amendment to Section 7.1 (Landfill Depletion Fee). Upon the Contractor's receipt of the Final Expansion Approval, Section 7.1 of the Agreement shall be amended and restated in its entirety to read as follows:

“7.1 Landfill Depletion Fee. Upon the Final Expansion Approval, the Contractor shall pay the County a Landfill Depletion Fee (the “**Landfill Depletion Fee**”) for Acceptable Waste received at the gate of the Landfill. The Landfill Depletion Fee shall be due and be paid quarterly to the County, on or before the 30th day of the first calendar month following the calendar quarter in which the Contractor accepted Waste at the Landfill. The Depletion Fee shall be calculated as follows:

A. If the Average Daily Tonnage in the Quarter is 1,000 tons or less, the Landfill Depletion fee shall be 16% of Gross Revenue for that Quarter, initially \$4.84/ton (if calculated as of the Amendment Effective Date).

B. If the Average Daily Tonnage in the Quarter is greater than 1,000 tons, but less than or equal to 1,250 tons, the Landfill Depletion fee shall be 18% of Gross Revenue for that Quarter, initially \$5.14/ton (if calculated as of the Amendment Effective Date).

C. If the Average Daily Tonnage in the Quarter is greater than 1,250 tons, but less than or equal to 1,500 tons, the Landfill Depletion fee shall be 22% of Gross Revenue for that Quarter, initially \$6.14/ton (if calculated as of the Amendment Effective Date).

D. If the Average Daily Tonnage in the Quarter is greater than 1,500 tons, the Landfill Depletion fee shall be 27% of Gross Revenue for that Quarter, initially \$7.44/ton (if calculated as of the Amendment Effective Date).

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Should the Landfill Depletion Fee be received after the due date, a penalty of 5% of the payment shall be immediately due and payable.

4. **General Fund Payments.** On the first day of the month following the Amendment Effective Date and annually thereafter, Contractor shall pay the County \$200,000 which County shall use for improvements along the Landfill haul route. Contractor agrees to continue such annual payments until the soonest of: (a) Termination of the Expansion; (b) the Final Expansion Approval; and (c) Contractor has paid County \$2,000,000 under this paragraph 4. If Contractor receives the Final Expansion Approval before it has paid the County \$2,000,000 pursuant to this Section 4, Contractor shall pay County the balance of that sum within 30 days of Final Expansion Approval. For example, if the Contractor has made three payments of \$200,000 as of Final Expansion Approval, Contractor shall pay the County \$1,400,000.

5. **Lowering of In-County Tipping Fees.** On the first day of the month January following the Amendment Effective Date, Contractor agrees that (i) the Tipping Fee for disposal of loose material at the Landfill shall initially be set as follows:

<u>Loose Material Waste Type</u>	<u>Tipping Fee</u>
<u>Municipal solid waste (MSW)</u>	\$57.00/ton
<u>Mix Demo (C&D Disposal)</u>	\$57.00/ton
<u>Brush/Trimmings/Wood</u>	\$28.00/ton
<u>Minimum charge for loads of MSW or Mixed Demo weighing under 382 pounds</u>	
	\$11.00 per load.

and (ii) that Contractor shall maintain the foregoing Tipping Fees at no more than 100% of the average of the posted Tipping Fees for similar materials by the Marina Landfill and the Salinas Valley Solid Waste Authority Landfill. For example, if the posted Tipping Fee for C&D Disposal at Marina Landfill is \$80 per ton and the posted Tipping Fee for C&D Disposal at the Salinas Valley Solid Waste Authority Landfill is \$60 a ton, the Tipping Fee for C&D Disposal at the Landfill shall not exceed $\$80 + \$60 = \$140 / 2 = \$70 \times 100\% = \$70.00$. In return, the County agrees to accept these limits on Tipping Fees for In-County loose material in lieu of its (a) existing control over the Tipping Fees for In-County loose materials, and (b) ability to lower the Tipping Fees for packers delivering In-County Waste; provided, however, that the County reserves the right to lower the in-County packer Tipping Fees to such lower figure as it identifies, with any such reduction to be funded entirely by the County through payments owed pursuant to this Agreement or otherwise and provided such reduction does not further reduce Contractor's revenue for the services provided hereunder. In the event County exercises its right to further reduce the in-County packer Tipping Fees, Contractor shall separately invoice the County for such amount on the same terms and conditions Contractor invoices other solid waste haulers that pay the in-County packer Tipping Fees, and the County agrees to pay such timely invoices according to such terms and conditions. The foregoing sentences do not confer power on Contractor to set packer Tipping Fees for In-County Waste or eliminate the County's power to do so. It conditions the County's power to lower packer Tipping Fees for In-County Waste once it has approved them.

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6. Purchase of Lima Property; Mitigation Land.
 - a. Contractor agrees to bear the option payments and purchase price for approximately 388 acres of the Lima Property, which purchase price Contractor currently anticipates will approximate \$7,000,000. Upon the Final Expansion Approval, Contractor shall deed the Lima Property to the County.
 - b. The County agrees that, if the Final Expansion Approval requires dedication of mitigation land, the County will make up to 70 acres of County-owned property located south of John Smith Road, as defined by **Exhibit O**, available for that purpose.
7. Additional Road Impacts Payments. Commencing with the Amendment Effective Date, Contractor shall pay County \$1.00 per ton of Waste accepted at the Landfill for which the Contractor receives Tipping Fee revenue (the “**Additional Road Impact Payments**”). The Contractor agrees to continue the Additional Road Impact Payments until the earliest to occur of the following: (a) Termination of the Expansion; (b) Final Expansion Approval; and (c) the third anniversary of the Amendment Effective Date. Contractor shall be permitted to increase the out-of-County packer rate as necessary to recover the amount of the Additional Road Impact Payments.
8. Increased Landfill Depletion Fee. Commencing with the first quarterly payment after the Amendment Effective Date (*i.e.*, the quarterly payment for the first full quarter to elapse following the Amendment Effective Date), the Landfill Depletion Fee Contractor is obliged to pay to the County pursuant to Section 7.1 of the Agreement shall be \$3.84 per ton (the “**One-Time Depletion Fee Increase**”). The One-Time Depletion Fee Increase shall continue until the soonest of: (a) Final Expansion Approval, (b) Termination of the Expansion; and (c) the third anniversary of the Amendment Effective Date (*i.e.*, October 17, 2022 (the “**Landfill Depletion Fee Increase Termination Date**”). The Landfill Depletion Fee shall decrease by \$0.90 per ton with the first quarterly payment after the Landfill Depletion Fee Increase Termination Date.
9. Project to Realign Intersection of John Smith Road and Fairview Road. County shall use good faith efforts to realign and repave the intersection of John Smith Road and Fairview Road to accommodate traffic from both directions on Fairview Road (the “**Realignment Project**”). Upon Final Expansion Approval, Contractor shall pay County \$2,000,000 to fund the Realignment Project. If the County determines that the Realignment Project is not practical or cost-effective, it may spend this sum on other improvements to the landfill haul route after notice to Contractor of its intent to do so.
10. CEQA Review of the Expansion; Cooperation with Expansion.
 - a. The Parties understand that mitigation and other costs arising from review of the Expansion under the California Environmental Quality Act (CEQA) are not yet known and could make the Expansion economically infeasible. County and Contractor agree to meet and confer in good faith to address those mitigations and costs when they are known. The County and Contractor shall consider appropriate cost-sharing means to avoid or mitigate costs. The County agrees that the payments

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- made pursuant to Sections 4, 7 and 9 of this Amendment shall constitute a dollar-for-dollar credit against any CEQA mitigation measures for Expansion payable to the County.
- b. County and Contractor agree that the CEQA review for the Expansion shall be in the form of an environmental impact report (“**EIR**”) prepared by a consultant retained by the Contractor, working with a separate consultant retained by County to provide the required independent County review of the EIR, with the cost of both consultants to be funded by Contractor, pursuant to the provisions set forth below in Sections 10.c through 10.j of this Agreement.
 - c. Contractor shall retain a consultant firm or firms (“**Contractor’s Consultant**”) to conduct and prepare the EIR, including the Draft EIR, required responses to comments, and Final EIR, at Contractor’s sole expense. For this purpose, Contractor shall enter into a direct agreement with Contractor’s Consultant, and such agreement shall govern the entire scope of their arrangement. Such agreement shall comply with all applicable terms and conditions set forth in this Agreement, and no term therein shall be inconsistent with any provision herein. Contractor shall have discretion to determine which consultant firm(s) to obtain, but shall consult with County regarding the consultant(s) to be selected.
 - d. Contractor’s Consultant shall prepare a complete administrative draft EIR, with supporting studies as may be needed and determined in consultation with Contractor, for submission to the County. Contractor’s Consultant and Contractor shall periodically consult with the County regarding the scope of the draft EIR, supporting studies, and public meetings and outreach.
 - e. County shall retain a consultant firm (“**County’s Consultant**”) to conduct an independent review of the administrative draft EIR submitted by Contractor’s Consultant, at Contractor’s sole expense. For this purpose, the County and the County’s Consultant shall enter into a direct agreement for such independent review, and such agreement shall govern the entire scope of their arrangement. Such agreement shall comply with all applicable terms and conditions set forth in this Agreement, and no term therein shall be inconsistent with any provision herein. Such agreement shall also provide that the County and County’s Consultant will provide reasonably requested billing backup information if Contractor requests it, and shall provide for a process whereby Contractor may review bills from the County’s Consultant and seek to resolve any concerns regarding such bills, with a 30-day time period to allow for such review when needed. The County shall provide a draft of the direct agreement between the County and County’s Consultant to Contractor for review prior to execution of such agreement and the County and Contractor agree to work in good faith to resolve any disputes or concerns regarding the provisions of such agreement. The County shall have discretion to determine which consultant firm(s) to retain for the independent review, but shall consult with Contractor regarding the consultant(s) to be selected.

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- f. Following the independent review by County's Consultants, the Parties shall meet and confer to confirm revisions to be made to the administrative draft EIR, and Contractor's Consultant shall make such revisions as are needed to satisfy the County's independent review, and prepare a Draft EIR for public circulation. Contractor's Consultant shall provide such assistance as is needed to the County to provide for public circulation of the Draft EIR, includes required notices and hearings. The Parties acknowledge that the decision to circulate the Draft EIR and the form of the Draft EIR to circulate are reserved by law to the County.
- g. Following circulation of the Draft EIR for public review, Contractor's Consultant shall prepare an administrative draft of responses to comments and a final EIR, also for submission to the County. County's Consultant shall provide the required independent review of the responses to comments and Final EIR, and Contractor's Consultant shall make appropriate revisions and prepare a public version of the Final EIR for release to the public and consideration by County decisionmakers. The Parties acknowledge that the decision to circulate the Final EIR and the form of the Final EIR to circulate are reserved by law to the County.
- h. County and County's Consultant agree to consult with Contractor regarding the scope and cost of the County's independent review, but County shall have sole discretion to determine all issues relating to the scope of review and related matters. County and County's Consultant shall meet with Contractor and Contractor's Consultant periodically during the EIR preparation process, the independent review process for the Draft EIR, the Final EIR preparation process, and the independent review process for the Final EIR, to share and discuss information regarding the EIR, the methodologies to be employed in EIR analyses, and related topics. County and Contractor shall cooperate to prepare a legally adequate and defensible EIR, and shall act reasonably and in good faith in preparing the EIR and conducting the independent review of the EIR.
- i. Contractor shall be responsible for one hundred-percent (100%) of all costs associated with the work of both Contractor's Consultant and County's Consultant, including but not limited to, any sub-consultant(s) costs, EIR preparation and document circulation costs, and all costs associated with participation in scoping meetings or community outreach meetings, as necessary.
- j. The Parties acknowledge that County, as lead agency under CEQA, has the sole right and discretion to determine the adequacy and content of the Draft EIR and Final EIR. In the event of any disagreement regarding the adequacy or content of the EIR, the Parties shall cooperate to resolve any such disagreement through meetings, discussions and shared information to the extent needed. In the event the Parties fail to resolve any such disagreement, Contractor reserves the right to abandon the Expansion, following which the provisions of the Agreement (without giving effect to this Amendment) shall govern the relationship between the Parties.

11. Haul Route. Contractor agrees to work with County in good faith to regulate, inform and/or redirect Contractor's out-of-County customers to avoid interference with student drop-off

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and pick-up traffic at the 7th Day Adventist Elementary School located on McCloskey Road west of Fairview Road.

12. Change of Law Costs. Contractor hereby waives its claim to “change of law costs” under Section 6.2.B of the Agreement through the Amendment Effective Date without prejudice to the Parties’ respective rights under that paragraph thereafter.

13. Termination of the Expansion. Upon a Termination of Expansion, this Amendment shall automatically terminate and cease to be effective, and the relationship between the Parties shall be governed by the Agreement as if this Amendment had never been executed.

14. Negotiation; Preparation. This Amendment has been arrived at through negotiation between the Parties. Neither Party is to be deemed drafter of this Amendment within the meaning of California Civil Code section 1654 and the rule of construction it provides shall have no application to this Amendment.

15. Authority. Each person executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

16. Counterparts. This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument. Signatures may be exchanged by facsimile or emailed pdf or other electronic means with the same force as wet originals.

17. Ratification. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term “Agreement” in this Amendment and/or Agreement shall include this Amendment.

18. Conflicting Provisions. In the event of any conflict between the terms of the Agreement as amended to the date of this Amendment and this Amendment, this Amendment shall prevail.

***[Remainder of Page Intentionally Left Blank;
Signature Page Follows.]***

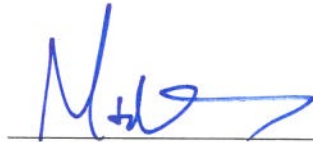
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IN WITNESS WHEREOF, the County and Contractor have executed this Second Amendment to New Landfill Operating Agreement as of the Amendment Effective Date.

“COUNTY”

APPROVED AS TO LEGAL FORM

By:



Mark Medina, Chair
Board of Supervisors

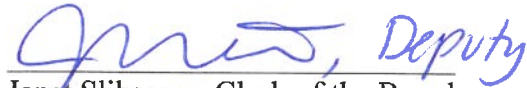
Date:

10-17-19

Date:

10/19/19

ATTEST:



Janet Slibsager, Clerk of the Board

“CONTRACTOR”

APPROVED AS TO LEGAL FORM

By:



James M. Little, Senior Vice President
– Engineering and Disposal

Date:

October 17, 2019

By:



Robert M. Cloninger, Vice President,
Deputy General Counsel

Date:

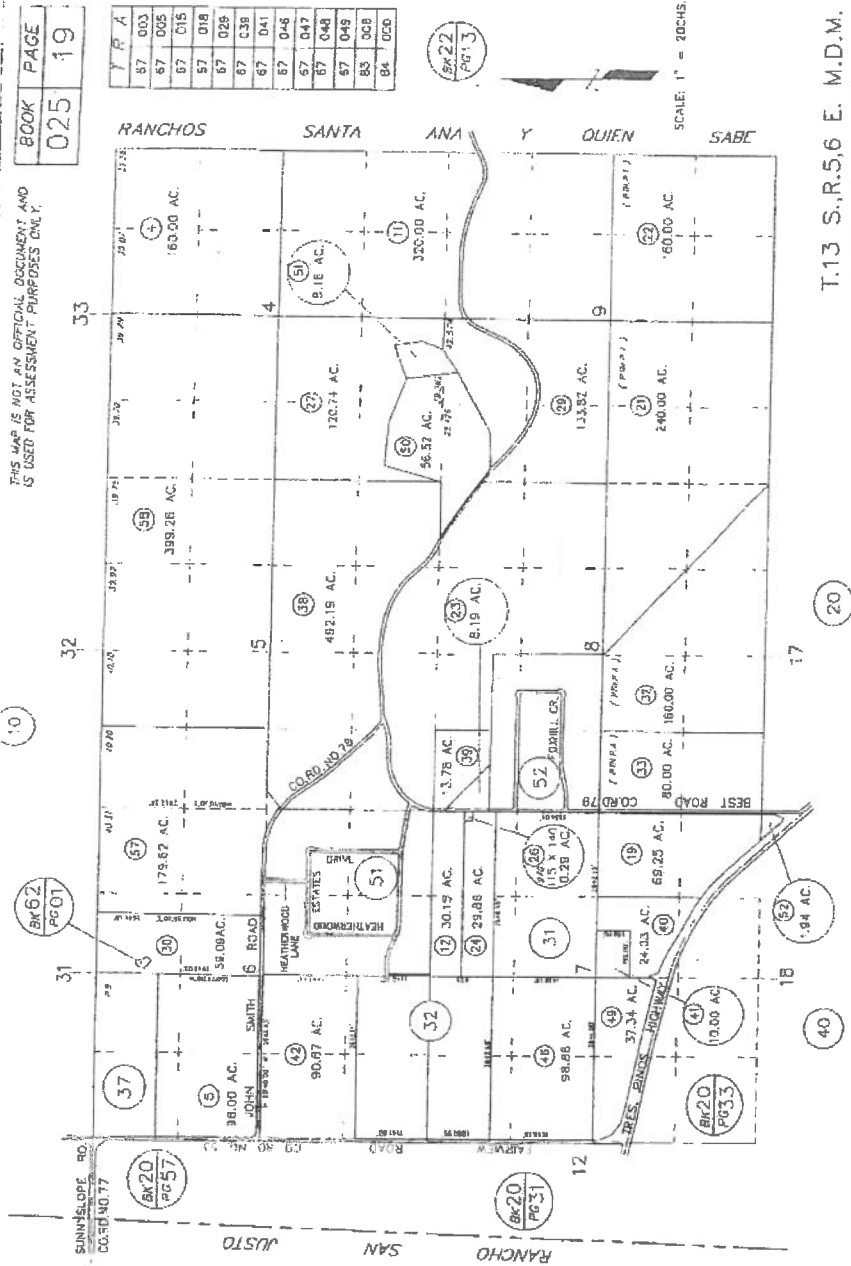
October 17, 2019

EXHIBIT A
Legal Description of Existing Landfill

Attached hereto.

EXHIBIT "A"

John Smith Road Landfill Property



T.13 S., R.5, 6 E. M.D.M.
ASSESSOR'S OFFICE, COUNTY OF SAN BENITO, CA.



2013-0006938

RECORDING REQUESTED BY**AND WHEN RECORDED MAIL TO:**

County of San Benito
Planning Department
2301 Technology Parkway
Hollister, CA 95023

Recorded | REC FEE 0.00
Official Records |
County of |
San Benito |
JOE PAUL GONZALEZ |
Clerk-Auditor-Recorder |
11:40AM 05-Jul-2013 | JS
Page 1 of 6

Space Above This Line for Recorder's Use Only

A.P.N.: 025-190-050 amd Ptn. 025-190-051

File No.:

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$-0-; CITY TRANSFER TAX \$-0-;
SURVEY MONUMENT FEE \$-0-

[] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[X] unincorporated area; [] City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **City of Hollister, a municipal corporation and the County of San Benito, a political subdivision of the State of California**

hereby GRANTS to **County of San Benito, a political subdivision of the State of California**

the following described property in the unincorporated area, County of **San Benito**, State of California:

See Exhibit "A" attached hereto and made a part hereof

***This Deed is being recorded to perfect that certain Correction to Lot Line Adjustment recorded November 14, 2012, Recorder's Series No. 2012-0010985, San Benito County Records.**

Dated: _____

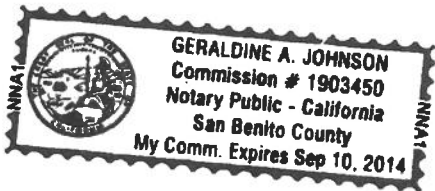

by: **Clint G. Quilter, City Manager**


by: **Anthony Botelho, Chair**

Mail Tax Statements To: **SAME AS ABOVE**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Benito }
July 3, 2013 before me, GERALDINE A. JOHNSON, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared CLINT S. QUILTER
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature: Geraldine A. Johnson
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

- | | |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____ Signer Is Representing: _____

CERTIFICATION OF ACCEPTANCE AND CONSENT TO RECORD:

GRANTEE:

This is to certify that the interest in real property conveyed by *(check those of the following that apply)*

- ☒ the deed or grant
- ☐ the permanent easement grant(s)
- ☐ the temporary easement grant(s)

dated _____ from the City of Hollister, a Municipal Corporation and County of San Benito, a political subdivision of the State of California Grantor(s), to the County of San Benito, a political subdivision of the state of California, is hereby accepted by order of the San Benito County Board of Supervisors on January 22, 2013 pursuant to authority conferred by resolution of the Board of Supervisors, Resolution No. 2013- 4 adopted on January 22, 2013, and the grantee consents to recordation thereof by its duly authorized officer.

ACCEPTED:


San Benito County Board of Supervisors

By:  
Anthony Botelho, Chair

Date: 1/22/13

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: 
Shirley L. Murphy, Deputy County Counsel

Date: Jan. 8, 2013

***State of California
County of San Benito***

CERTIFICATE OF ACKNOWLEDGMENT

On January 22, 2013, before me, Janet Slibsager, Assistant Clerk of the Board of Supervisors, San Benito County, State of California, personally appeared:

ANTHONY BOTELHO

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

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

Witness my hand and official seal.

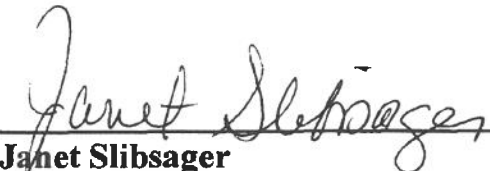

Janet Slibsager
Assistant Clerk of the Board of Supervisors
County of San Benito

EXHIBIT A

5

NEW PARCEL 2

Being all of that certain parcel of land described in the Grant Deed from Frank Thomas and Filomena, also known as Filimine Thomas, his wife, to San Benito County, recorded January 29, 1965 in Volume 305 of Official Records, page 128, San Benito County Records.

Excepting therefrom the following described parcel of land:

BEING A PORTION of Section 4, Township 13 South, Range 6 East, Mount Diablo Base and Meridian, and being also a portion of Parcel 1 conveyed to the City of Hollister, a Municipal Corporation, by Grant Deed recorded June 5, 1984 as Recorder's File No. 8402760, San Benito County Records, and being bounded by a line more particularly described as follows:

BEGINNING at the northwesterly corner of said Parcel 1 and running thence along the northerly line thereof North 77° 15' 36" East 574.43 feet to the northeasterly corner thereof; thence along the easterly line of said Parcel 1 South 0° 13' 20" West 428.10 feet to an angle point in the easterly line of said Parcel 1; thence leaving said easterly line of said Parcel 1 and running parallel with the northerly line thereof South 77° 15' 36" West 422.45 feet; thence North 61° 22' 47" West 106.34 feet; thence North 8° 48' 19" West 347.74 feet to the point of beginning.



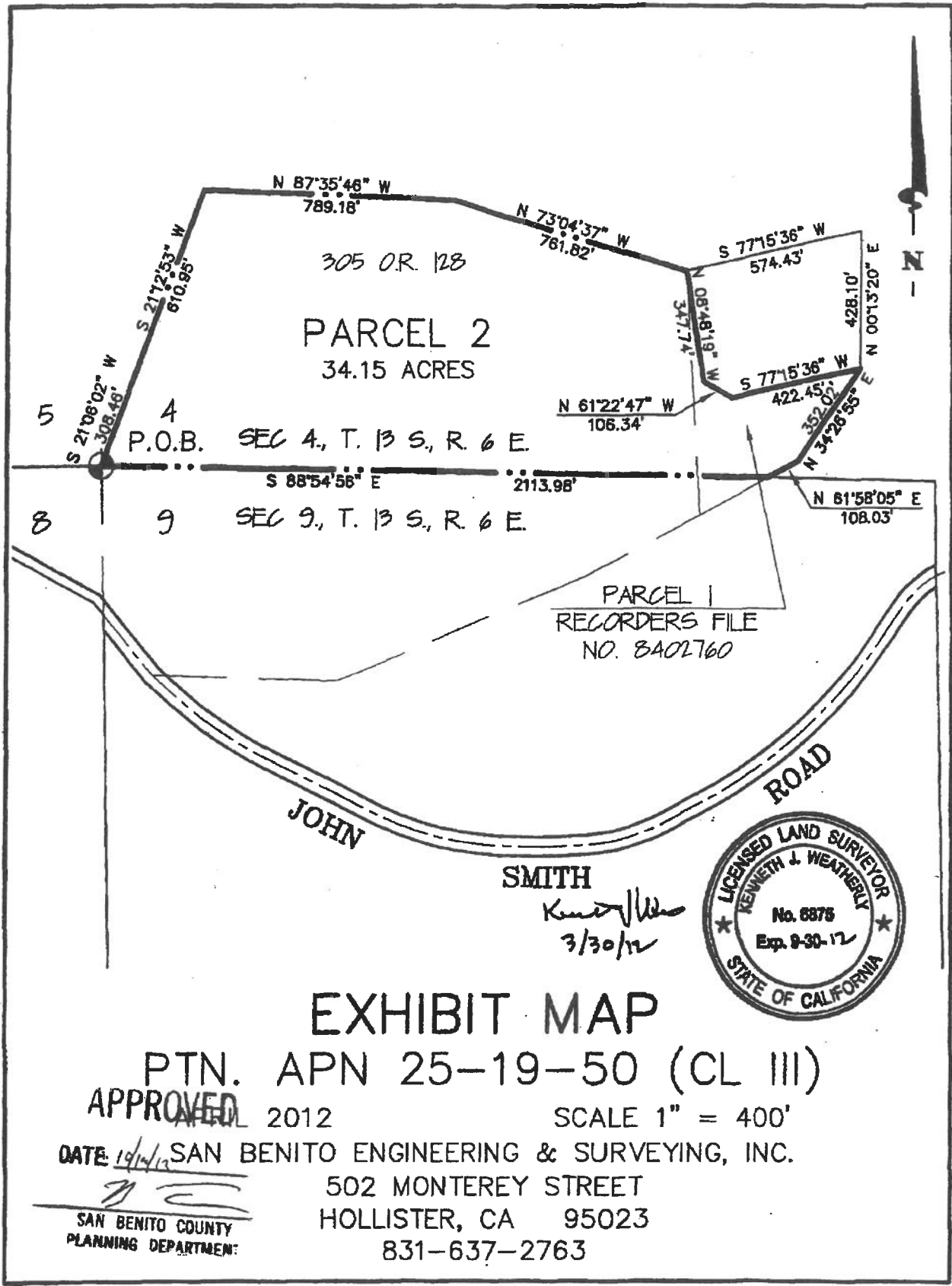
K. Weatherly
3/30/12

APPROVED

DATE: 10/18/12

[Signature]
SAN BENITO COUNTY
PLANNING DEPARTMENT

6E





2013-0006939

RECORDING REQUESTED BY**AND WHEN RECORDED MAIL TO:**

County of San Benito
Planning Department
2301 Technology Parkway
Hollister, CA 95023

Recorded | REC FEE 0.00
Official Records |
County of |
San Benito |
JOE PAUL GONZALEZ |
Clerk-Auditor-Recorder |
| JS
11:40AM 05-Jul-2013 | Page 1 of 6

Space Above This Line for Recorder's Use Only

A.P.N.: 025-190-050 amd Ptn. 025-190-
051

File No.:

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$-0-; CITY TRANSFER TAX \$-0-;
SURVEY MONUMENT FEE \$-0-

[] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[X] unincorporated area; [] City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **City of Hollister, a municipal corporation and the County of San Benito, a political subdivision of the State of California**

hereby GRANTS to **County of San Benito, a political subdivision of the State of California**

the following described property in the unincorporated area, County of **San Benito**, State of California:

See Exhibit "A" attached hereto and made a part hereof

***This Deed is being recorded to perfect that certain Correction to Lot Line Adjustment recorded November 14, 2012, Recorder's Series No. 2012-0010985, San Benito County Records.**

Dated: _____


by: **Clint G. Quilter, City Manager**


by: **Anthony Botelho, Chair**

CERTIFICATION OF ACCEPTANCE AND CONSENT TO RECORD:

GRANTEE:

This is to certify that the interest in real property conveyed by *(check those of the following that apply)*

- ☒ the deed or grant
- ☐ the permanent easement grant(s)
- ☐ the temporary easement grant(s)

dated _____ from the City of Hollister, a Municipal Corporation and County of San Benito, a political subdivision of the State of California

Grantor(s), to the County of San Benito, a political subdivision of the state of California, is hereby accepted by order of the San Benito County Board of Supervisors on January 22, 2013 pursuant to authority conferred by resolution of the Board of Supervisors, Resolution No. 2013- 4 adopted on January 22, 2013, and the grantee consents to recordation thereof by its duly authorized officer.

ACCEPTED:

San Benito County Board of Supervisors

By:  
Anthony Botelho, Chair

Date: 1/22/13

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: 
Shirley L. Murphy, Deputy County Counsel

Date: Jan. 8, 2013

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Benito }
On July 3, 2013 before me, GERALDINE A. JOHNSON, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared CLINT G. QUILTER
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature: Geraldine A. Johnson

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

- | | |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer Is Representing: _____

State of California
County of San Benito

CERTIFICATE OF ACKNOWLEDGMENT

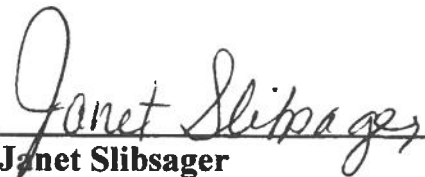
On January 22, 2013, before me, Janet Slibsager, Assistant Clerk of the Board of Supervisors, San Benito County, State of California, personally appeared:

ANTHONY BOTELHO

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

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

Witness my hand and official seal.



Janet Slibsager
Assistant Clerk of the Board of Supervisors
County of San Benito

EXHIBIT A

5

NEW PARCEL 3

BEING ALL of that portion of Section 8 described in the Grant Deed from Marino Bianchi to San Benito County, recorded February 23, 1965 in Volume 305 of Official Records, page 478, San Benito County Records and the northwest quarter of Section 9, Township 13 South, Range 6 East, Mount Diablo Base and Meridian.

EXCEPTING therefrom all that portion thereof lying southerly of the centerline of John Smith Road being more particularly described as follows:

BEGINNING at a point in the center of John Smith Road on the line common to Sections 5 and 8 in Township 13 South, Range 6 East, Mount Diablo Base and Meridian, which bears North $89^{\circ} 51' 45''$ West 682.03 feet from the corner common to Sections 4, 5, 8 and 9, said point also being the most westerly corner of the above said parcel of land conveyed by Bianchi to San Benito County; thence from said point of beginning and along the southwesterly line of thereof South $53^{\circ} 11' 07''$ East 366.05 feet; thence South $60^{\circ} 36' 07''$ East 419.46 feet; thence South $40^{\circ} 02' 47''$ East 49.25 feet to a point in the westerly line of that certain parcel of land conveyed to San Benito County by Grant Deed from El Dorado Leasing, a California General Partnership, recorded July 3, 1996 at Records File Number 9606252, San Benito County Records; thence continuing along the center of John Smith Road South $40^{\circ} 02' 47''$ East 249.60 feet; thence South $48^{\circ} 56' 22''$ East 101.70 feet; thence along a tangent curve to the left with a radius of 1500.00 feet, through a central angle of $13^{\circ} 37' 11''$, for a distance of 356.57 feet; thence South $62^{\circ} 33' 34''$ East 335.32 feet; thence along a tangent curve to the left with a radius of 1000.00 feet, through a central angle of $21^{\circ} 25' 33''$, for a distance of 373.95 feet; thence along a tangent curve to the left with a radius of 1900.00 feet, through a central angle of $10^{\circ} 43' 22''$, for a distance of 355.58 feet; thence along a tangent curve to left with a radius of 600.00 feet, through a central angle of $23^{\circ} 34' 08''$, for a distance of 246.81 feet; thence North $61^{\circ} 43' 23''$ East 154.50 feet; thence along a tangent curve to the left with a radius of 1600.00 feet, through a central angle of $27^{\circ} 16' 28''$, for a distance of 761.65 feet; thence North $34^{\circ} 26' 55''$ East 122.12 feet; thence along a tangent curve to the right with a radius of 300.00 feet, through a central angle of $27^{\circ} 28' 21''$, for a distance of 143.85 feet to a point in the easterly line of said parcel conveyed to San Benito County by El Dorado Leasing.

ALSO EXCEPTING an undivided one-half interest in all oil, gas and other hydrocarbon substances, as contained in the Deed from Selma E. Smith, an unmarried woman, recorded March 27, 1945 in Volume 129 of Official Records, page 349, San Benito County Records.

TOGETHER with a reservation for roadway purposes 60 feet wide the centerline of which is the centerline of John Smith Road as described above.

APPROVED

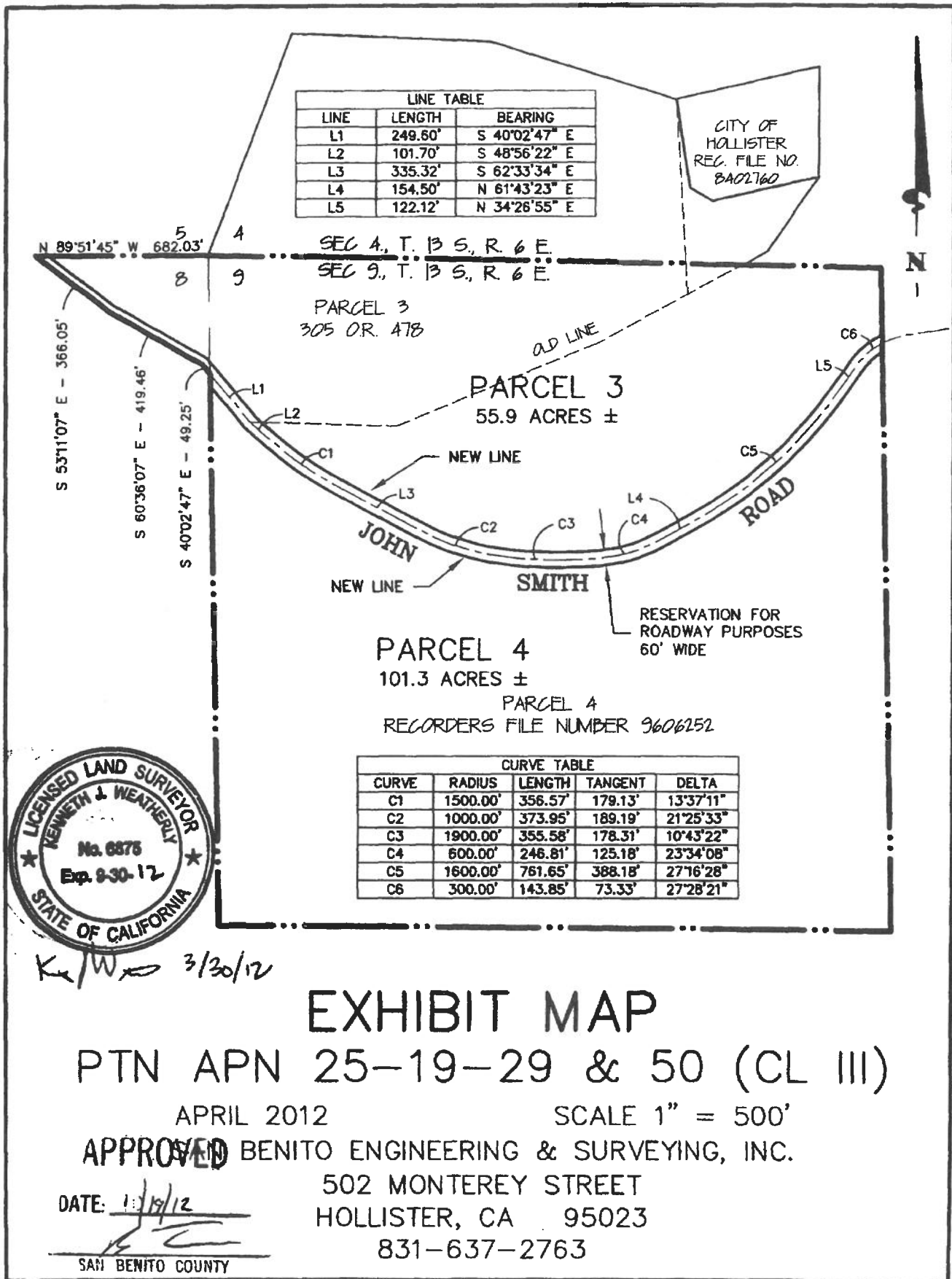
DATE: 10/19/12

1040390: BENITO COUNTY

Kesj/W
3/30/12



66





2013-0006940

RECORDING REQUESTED BY**AND WHEN RECORDED MAIL TO:**

County of San Benito
Planning Department
2301 Technology Parkway
Hollister, CA 95023

Recorded
Official Records
County of
San Benito
JOE PAUL GONZALEZ
Clerk-Auditor-Recorder
REC FEE 0.00
JS
11:40AM 05-Jul-2013 Page 1 of 5

Space Above This Line for Recorder's Use Only

A.P.N.: 025-190-029

File No.:

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$-0-; CITY TRANSFER TAX \$-0-;
SURVEY MONUMENT FEE \$-0-

[] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[X] unincorporated area; [] City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **County of San Benito, a political subdivision of the State of California**

hereby GRANTS to **County of San Benito, a political subdivision of the State of California**

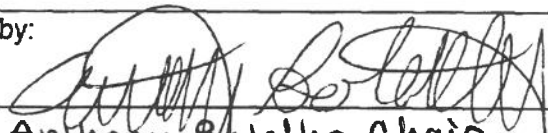
the following described property in the unincorporated area, County of **San Benito**, State of California:

See Exhibit "A" attached hereto and made a part hereof

***This Deed is being recorded to perfect that certain Correction to Lot Line Adjustment recorded November 14, 2012, Recorder's Series No. 2012-0010985, San Benito County Records.**

Dated: _____

by:


Anthony Botelho, Chair

Mail Tax Statements To: **SAME AS ABOVE**

CERTIFICATION OF ACCEPTANCE AND CONSENT TO RECORD:

GRANTEE:

This is to certify that the interest in real property conveyed by *{check those of the following that apply}*

- ☒ the deed or grant
- ☐ the permanent easement grant(s)
- ☐ the temporary easement grant(s)

dated _____ from the County of San Benito, a political subdivision of the State of California, Grantor(s), to the County of San Benito, a political subdivision of the state of California, is hereby accepted by order of the San Benito County Board of Supervisors on January 22, 2013 pursuant to authority conferred by resolution of the Board of Supervisors, Resolution No. 2013-_____ adopted on January 22, 2013, and the grantee consents to recordation thereof by its duly authorized officer.

ACCEPTED:

San Benito County Board of Supervisors

By: 
Anthony Botelho, Chair

Date: 1/22/13

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: 
Shirley L. Murphy, Deputy County Counsel

Date: Jan. 8, 2013

3

State of California
County of San Benito

CERTIFICATE OF ACKNOWLEDGMENT

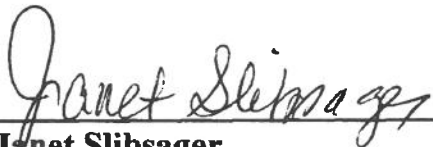
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ANTHONY BOTELHO

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

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

Witness my hand and official seal.



Janet Slibsager
Assistant Clerk of the Board of Supervisors
County of San Benito

EXHIBIT A

4

NEW PARCEL 4

BEING ALL of that portion of Section 8 described in the Grant Deed from Marino Bianchi to San Benito County, recorded February 23, 1965 in Volume 305 of Official Records, page 478, San Benito County Records and the northwest quarter of Section 9, Township 13 South, Range 6 East, Mount Diablo Base and Meridian.

EXCEPTING therefrom all that portion thereof lying northerly of the centerline of John Smith Road being more particularly described as follows:

BEGINNING at a point in the center of John Smith Road on the line common to Sections 5 and 8 in Township 13 South, Range 6 East, Mount Diablo Base and Meridian, which bears North 89° 51' 45" West 682.03 feet from the corner common to Sections 4, 5, 8 and 9, said point also being the most westerly corner of the above said parcel of land conveyed by Bianchi to San Benito County; thence from said point of beginning and along the southwesterly line of thereof South 53° 11' 07" East 366.05 feet; thence South 60° 36' 07" East 419.46 feet; thence South 40° 02' 47" East 49.25 feet to a point in the westerly line of that certain parcel of land conveyed to San Benito County by Grant Deed from El Dorado Leasing, a California General Partnership, recorded July 3, 1996 at Recorders File Number 9606252, San Benito County Records; thence continuing along the center of John Smith Road South 40° 02' 47" East 249.60 feet; thence South 48° 56' 22" East 101.70 feet; thence along a tangent curve to the left with a radius of 1500.00 feet, through a central angle of 13° 37' 11", for a distance of 356.57 feet; thence South 62° 33' 34" East 335.32 feet; thence along a tangent curve to the left with a radius of 1000.00 feet, through a central angle of 21° 25' 33", for a distance of 373.95 feet; thence along a tangent curve to the left with a radius of 1900.00 feet, through a central angle of 10° 43' 22", for a distance of 355.58 feet; thence along a tangent curve to left with a radius of 600.00 feet, through a central angle of 23° 34' 08", for a distance of 246.81 feet; thence North 61° 43' 23" East 154.50 feet; thence along a tangent curve to the left with a radius of 1600.00 feet, through a central angle of 27° 16' 28", for a distance of 761.65 feet; thence North 34° 26' 55" East 122.12 feet; thence along a tangent curve to the right with a radius of 300.00 feet, through a central angle of 27° 28' 21", for a distance of 143.85 feet to a point in the easterly line of said parcel conveyed to San Benito County by El Dorado Leasing.

ALSO EXCEPTING an undivided one-half interest in all oil, gas and other hydrocarbon substances, as contained in the Deed from Selma E. Smith, an unmarried woman, recorded March 27, 1945 in Volume 129 of Official Records, page 349, San Benito County Records.

TOGETHER with a reservation for roadway purposes 60 feet wide the centerline of which is the centerline of John Smith Road as described above.

APPROVED

DATE: 10/19/12

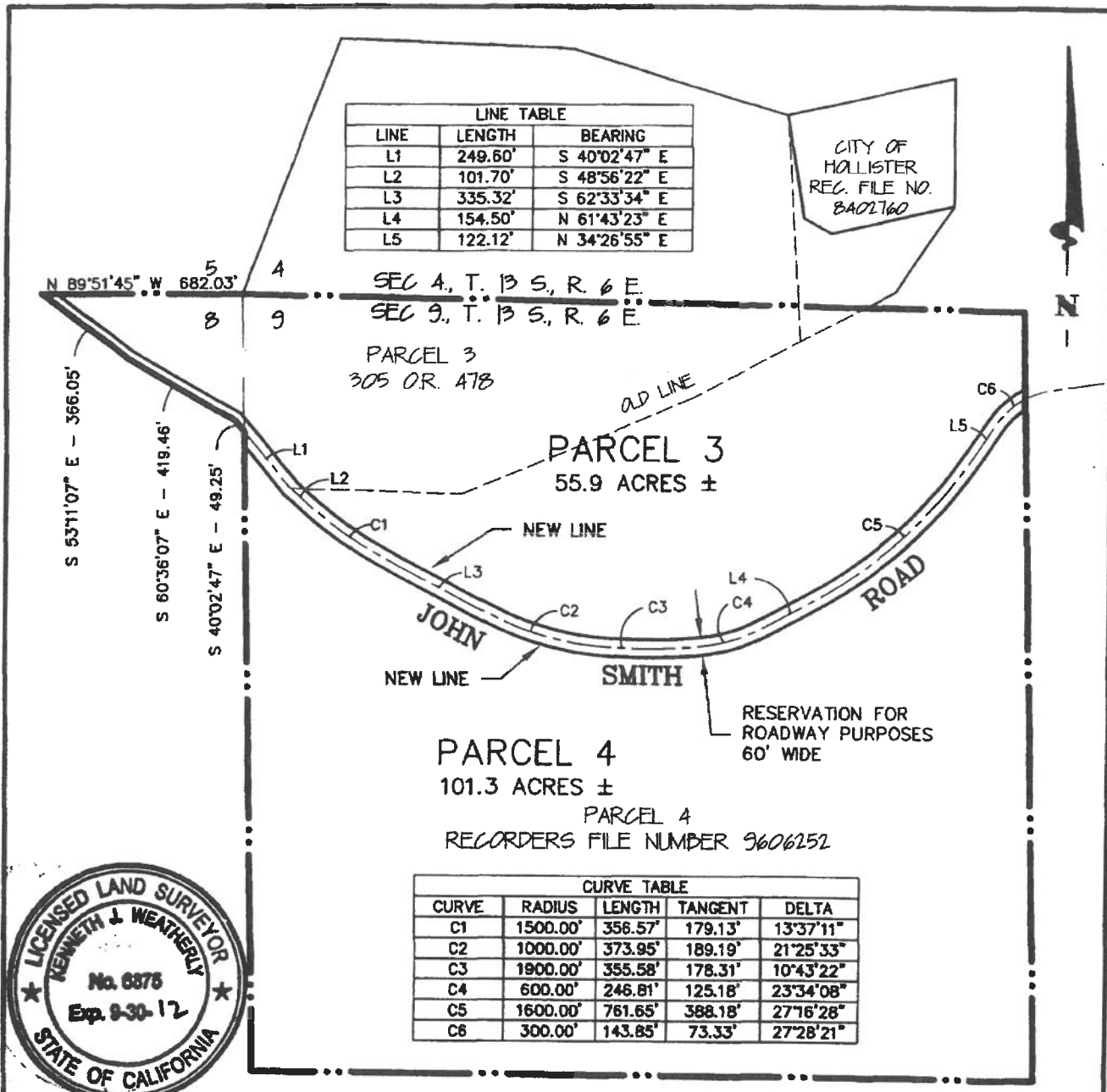
104039C

SAN BENITO COUNTY

Kenneth J. Weatherly
3/30/12



55



KJW 3/30/12

EXHIBIT MAP

PTN APN 25-19-29 & 50 (CL III)

APRIL 2012

SCALE 1" = 500'

APPROVED

SAN BENITO ENGINEERING & SURVEYING, INC.

502 MONTEREY STREET

HOLLISTER, CA 95023

831-637-2763

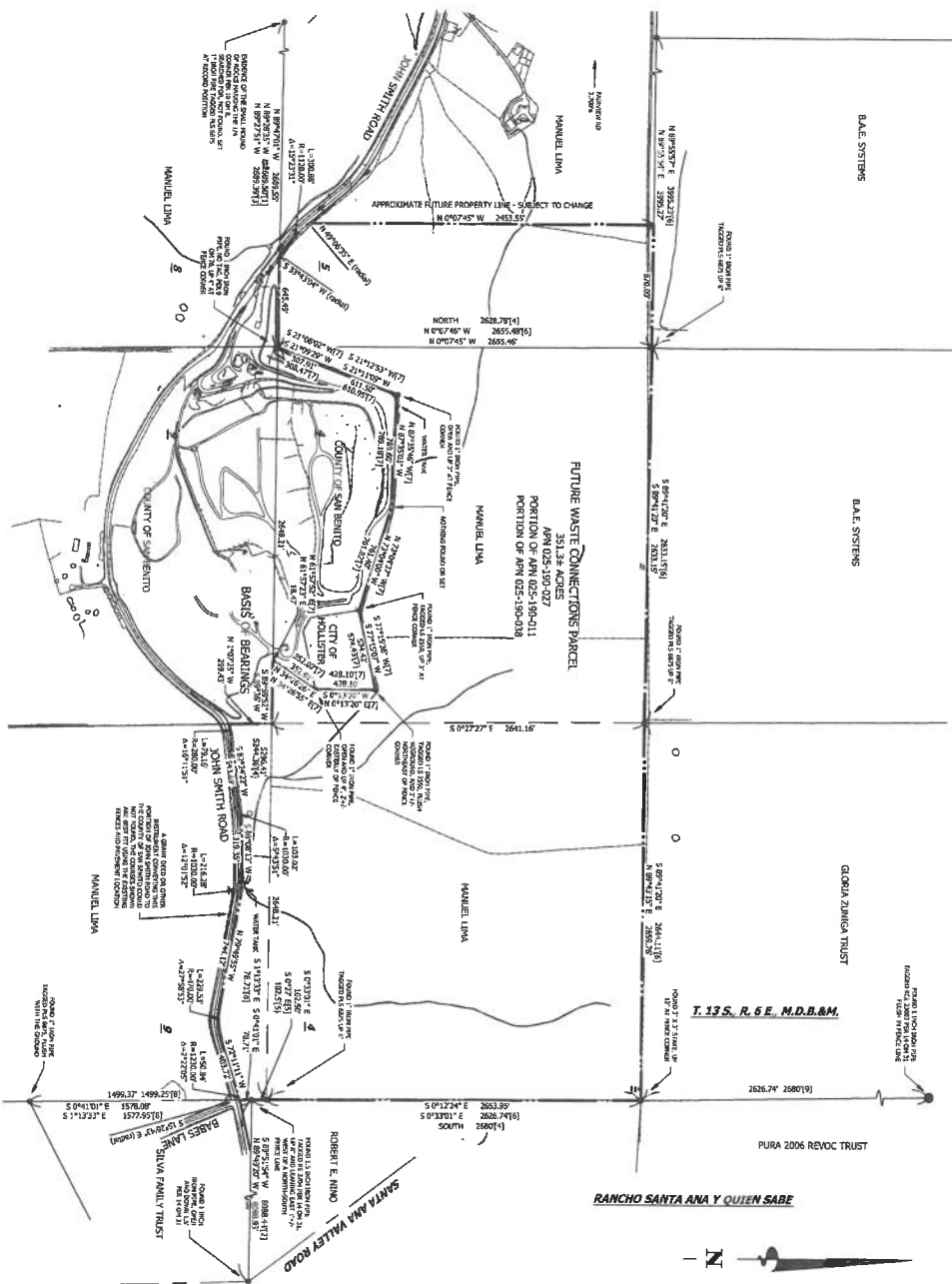
DATE: 1/19/12

SAN BENITO COUNTY

EXHIBIT B

Legal Description of Lima Property

Survey map of Lima Property attached hereto. The Parties agree to attach actual legal descriptions as soon as Contractor receives them.



LEGAL DESCRIPTION

[illegible]

LEGEND:

- [illegible]

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE OLD MINNESOTA STANDARD SURVEY REQUIREMENTS FOR ALL SURVEYS AND THE SURVEYS, COMPLY ESTABLISHED BY CHAPTER 352, MINNESOTA LAWS, 1901, SECTIONS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 AND 20, OF FIELD A THEOREM. THE FIELD WORK WAS COMPLETED ON NOVEMBER 3, 1901.

DATE OF PLAT OR MAP, _____

JOSEPH L. WENDELL
REGISTERED PROFESSIONAL SURVEYOR
NO. 14, 6875
ST. CROIX COUNTY, MINN.

**EASEMENTS, COVENANTS, EXCEPTIONS,
PER PETUARY RESERVES REQUIRED BY FIRST AMERICAN TITLE COMPANY, FORM NO.**

[illegible]

OPTIONAL TABLE "A" ITEMS:

- [illegible]

BASIS OF BEARINGS:

LOANER, 9 EAS1, ACCOUNT DISABLED AND HELD IN, AS FOUND IN UNIDENTIFIED AND RECORDED AS 5 09 59 527 W IN BOOK 15 OF MAPS, AT PAGE 96, SAN BENTO COUNTY RECORDS.

[illegible]

**SAN BENITO ENGINEERING
& SURVEYING, INC.**
502 Monterey Street Hollister, California 95023
(831) 837-2763 FAX (831) 837-8835 email: sbes@garlic.com

ALTA/ASCM LAND TITLE SURVEY
FOR WASTE CONNECTIONS

COUNTY OF SAN BENITO
A PORTION OF SECTION 4, 5, & 9
T.13 S., R. 6 E., M.D.B.&M.
STATE OF CALIFORNIA

EXHIBIT C

Example of Determination of Reservation of Disposal Capacity

Attached hereto

Exhibit C
Reservation of Disposal Capacity: Calculation for 2018

In-County Waste Disposal (in tons as reported to State):

<https://www2.calrecycle.ca.gov/LGCentral/DisposalReporting/Origin/FacilitySummary>

2016	58,238
2017	64,307
2018	67,840
Average	63,462

Use the higher of the Average or the previous year which ever is greater

Capacity Utilization Factor (tons/cubic yard)

2016	0.74	(1)
2017	0.71	(1)
2018	0.86	(1)
3-yr Average	0.77	

(1) Based on aerals conducted in March of the following year

Remaining Disposal Capacity assuming In-County buried waste only (as of March 25, 2019)

In Cubic Yards	2,540,415	(includes capacity for waste and cover soils but excludes capacity for liners and closure cap; obtain from 2019 Annual Capacity Report)
In Tons	1,956,120	(use 3-yr average capacity utilization factor obtain from Annual Capacity Reports: 0.77 tons/cubic yard to convert cubic yards to tons)
In Years	29	(divide tons by in-county waste disposal; 1,956,120/67,840)

Execution Version

EXHIBIT E
Incoming Waste Report

Attached hereto

Copy from IC & OC pivot table -----

John Smith LF - Out of County Tonnage - 2018 - September

In-County Tons	23.6%
----------------	-------

-- Copy from IC & OC pivot table

John Smith LF - YTD Out of County Tonnage - 2019 - Sep

Grand Totals

Grand Totals:

in-County Tons	24.5%
----------------	-------

John Smith LF - Out of County Tonnage- YTD Summary 2018

Description	Count	Tons	Revenue	\$ / Ton	\$ / Item	No Fee - Export Tons
Agricultural Plastic	-	-	-	\$ -	\$ -	-
REFUSE	-	89,267.1	2,167,908	\$ 24.29	\$ -	-
DEMOLITION	-	-	-	\$ -	\$ -	-
GREENWASTE	-	4.3	121	\$ 28.00	\$ -	-
WOODWASTE	-	41.2	1,152	\$ 28.00	\$ -	-
METAL(NON-APPLIANCE)	-	-	-	\$ -	\$ -	-
SPECIAL WASTE	-	-	-	\$ -	\$ -	-
CONC/ASPH	-	27,678.8	259,942	\$ 9.39	\$ -	-
Non-Friable Asbestos	-	12.6	731	\$ 57.89	\$ -	-
Clean Dirt	-	27,294.1	379,953	\$ 13.92	\$ -	-
Petroleum Cont Soil	-	-	-	\$ -	\$ -	-
Treated Wood Waste	-	-	-	\$ -	\$ -	-
PACKER	-	44.1	1,974	\$ 44.75	\$ -	-
RO REFUSE	-	-	-	\$ -	\$ -	-
RO DEMOLITION	-	-	-	\$ -	\$ -	-
RO GREENWASTE	-	-	-	\$ -	\$ -	-
RO WOODWASTE	-	-	-	\$ -	\$ -	-
RO DIRT/CONC/ASPH	-	-	-	\$ -	\$ -	-
WaterTreatmentSludge	-	-	-	\$ -	\$ -	-
Drilling Muds/Dredgi	-	-	-	\$ -	\$ -	-
WaterTreatmentBrine	-	-	-	\$ -	\$ -	-
RESIDUAL SOLID WASTE	1	136,019.4	3,267,924	\$ 24.03	\$ -	-
SPECIAL HANDLING FEE	8	-	600	-	\$ 75.00	-
WasteWater Sludge	-	-	-	\$ -	\$ -	-
WasteWtr Sludge / ADC	-	23.0	574	\$ 25.00	\$ -	-
TIRES, <36"	-	-	-	\$ -	\$ -	-
TIRES, 36-48"	1	-	16	\$ -	\$ 16.00	-
TIRES, 49"-60"	-	-	-	\$ -	\$ -	-
TIRES, > 60"	-	-	-	\$ -	\$ -	-
TIRES, >25 UNITS	-	-	-	\$ -	\$ -	-
APPLIANCES	3	-	30	\$ -	\$ 10.00	-
NON-RECYCLABLE ITEMS	3	-	30	\$ -	\$ 10.00	-
FREON APPLIANCES	4	-	120	\$ -	\$ 30.00	-
MATTRESS/BOXSPRINGS	6	-	-	\$ -	\$ -	-
DRUM(S)	-	-	-	\$ -	\$ -	-
MONITORS/COMPUTERS	-	-	-	\$ -	\$ -	-
TELEVISIONS, <21"	-	-	-	\$ -	\$ -	-
TELEVISIONS, 21"	-	-	-	\$ -	\$ -	-
MICROWAVES	-	-	-	\$ -	\$ -	-
PU NON-TARPED FEE	-	-	-	\$ -	\$ -	-
NON-TARPED FEE(TARED	-	-	-	\$ -	\$ -	-
WEIGHT CERT FEE	-	-	-	\$ -	\$ -	-
GREENWASTE-\$12FLAT	-	-	-	\$ -	\$ -	-
WOODWASTE-\$12FLAT	-	-	-	\$ -	\$ -	-
METAL-\$12-FLAT	-	-	-	\$ -	\$ -	-
DIRT/CONCRETE/ASPHAL	-	-	-	\$ -	\$ -	-
Totals		280,384.6	6,081,074	\$21.69		

Buried Tons	225,343.2	80.4%
Diverted / Beneficial Reuse Tons	55,041.4	19.6%

Grand Totals	365,469.1	10,240,132	\$28.02	546.0
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Buried Tons	290,049.4	79.4%
Diverted / Beneficial Reuse Tons	75,419.7	20.6%

Annual Report - John Smith - In County Tons -YTD Summary 2018

Description	Count	Tons	Revenue	\$ / Ton	\$ / Item	No Fee - Export Tons
Agricultural Plastic	-	1.0	63	\$ 63.94	\$ -	-
REFUSE	48	34,004.8	2,182,882	\$ 64.19	\$ -	-
DEMOLITION	-	-	-	\$ -	\$ -	-
GREENWASTE	41	6,201.3	183,590	\$ 29.61	\$ -	-
WOODWASTE	5	3,180.3	89,648	\$ 28.19	\$ -	-
METAL(NON-APPLIANCE)	-	26.2	804	\$ 30.71	\$ -	-
SPECIAL WASTE	-	-	-	\$ -	\$ -	-
CONC/ASPH	8	2,538.4	67,320	\$ 26.52	\$ -	-
Non-Friable Asbestos	-	15.4	799	\$ 51.76	\$ -	-
Clean Dirt	-	4,060.7	103,850	\$ 25.57	\$ -	-
Petroleum Cont Soil	-	1.4	47	\$ 32.61	\$ -	-
Treated Wood Waste	-	-	-	\$ -	\$ -	-
PACKER	-	25,531.9	1,142,561	\$ 44.75	\$ -	-
RO REFUSE	-	-	-	\$ -	\$ -	-
RO DEMOLITION	-	-	-	\$ -	\$ -	-
RO GREENWASTE	-	-	-	\$ -	\$ -	-
RO WOODWASTE	-	-	-	\$ -	\$ -	-
RO DIRT/CONC/ASPH	-	-	-	\$ -	\$ -	-
WaterTreatmentSludge	-	10.9	327	\$ 30.00	\$ -	-
WasteWtr Sludge / ADC	-	1,604.4	40,382	\$ 25.17	\$ -	-
Drilling Muds/Dredgi	-	-	-	\$ -	\$ -	-
WaterTreatmentBrine	-	-	-	\$ -	\$ -	-
RESIDUAL SOLID WASTE	-	4,723.1	148,886	\$ 31.52	\$ -	-
SPECIAL HANDLING FEE	1,051	-	78,825	\$ -	\$ 75.00	-
WasteWater Sludge	-	371.3	11,138	\$ 30.00	\$ -	-
TIRES, <36"	2,168	2.6	3,954	\$ 1,550.59	\$ -	-
TIRES, 36-48"	36	-	544	\$ -	\$ 15.11	-
TIRES, 49"-60"	4	5.7	96	\$ 16.93	\$ -	-
TIRES, > 60"	-	-	-	\$ -	\$ -	-
TIRES, >25 UNITS	-	-	-	\$ -	\$ -	-
APPLIANCES	764	27.5	7,610	\$ 277.03	\$ -	-
NON-RECYCLABLE ITEMS	2,056	46.3	20,480	\$ 442.52	\$ -	-
FREON APPLIANCES	214	2.9	6,420	\$ 2,191.13	\$ -	-
MATTRESS/BOXSPRINGS	3,032	21.9	-	\$ -	\$ -	-
DRUM(S)	-	-	-	\$ -	\$ -	-
MONITORS/COMPUTERS	-	-	-	\$ -	\$ -	-
TELEVISIONS, <21"	2	-	-	\$ -	\$ -	-
TELEVISIONS, 21"	-	-	-	\$ -	\$ -	-
MICROWAVES	-	-	-	\$ -	\$ -	-
PU NON-TARPED FEE	-	-	-	\$ -	\$ -	-
NON-TARPED FEE(TARED	-	-	-	\$ -	\$ -	-
WEIGHT CERT FEE	-	-	-	\$ -	\$ -	-
GREENWASTE-\$12FLAT	4,172	1,095.0	50,040	\$ 45.70	\$ -	-
WOODWASTE-\$12FLAT	682	241.5	8,172	\$ 33.84	\$ -	-
METAL-\$12-FLAT	45	10.4	516	\$ 49.71	\$ -	10.4
CONCRETE/ASPHAL	842	824.2	10,104	\$ 12.26	\$ -	-
EXPORT - METAL	-	275.8	-	\$ -	\$ -	275.8
EXPORT - TIRES	-	65.1	-	\$ -	\$ -	65.1
EXPORT - GREENWASTE	-	-	-	\$ -	\$ -	-
EXPORT-TREATED WOOD	-	-	-	\$ -	\$ -	-
EXPORT-MIXED RECYCLE	-	82.3	-	\$ -	\$ -	82.3
EXPORT-MATTRESSES	-	71.7	-	\$ -	\$ -	71.7
EXPORT-ELECTRONICS	-	40.7	-	\$ -	\$ -	40.7
EXPORT-WOOD CHIPS	-	-	-	\$ -	\$ -	-
EXPORT - PLASTIC	-	-	-	\$ -	\$ -	-
EXPORT - DONATION	-	-	-	\$ -	\$ -	-
INB CONCRETE RECYCLE	-	-	-	\$ -	\$ -	-
INB ADC/DIRT	-	-	-	\$ -	\$ -	-
Totals		85,085	4,159,059	\$48.88		546

Ties

Ties

Ties

Burled Tons	64,706.2	76.0%
Diverted / Beneficial Reuse Tons	20,378.4	24.0%

John Smith LF - In County Tonnage - 2018 - Q1

Description	Count	Tons	Revenue	\$ / Ton	\$ / Item	No Fee - Export Tons
Agricultural Plastic	-	0.3	18.24	\$ 57.00	\$ -	-
REFUSE	9	7,976.9	503,898.10	\$ 63.17	\$ -	-
GREENWASTE	7	1,452.3	42,674.28	\$ 29.38	\$ -	-
WOODWASTE	1	609.4	17,218.24	\$ 28.25	\$ -	-
METAL(NON-APPLIANCE)	-	9.9	294.72	\$ 29.68	\$ -	-
CONC/ASPH	1	523.3	12,064.64	\$ 23.06	\$ -	-
Non-Friable Asbestos	-	0.1	12.00	\$ 92.31	\$ -	-
Clean Dirt	-	81.3	1,374.12	\$ 16.90	\$ -	-
PACKER	-	6,345.5	283,960.63	\$ 44.75	\$ -	-
RESIDUAL SOLID WASTE	-	636.9	19,985.37	\$ 31.38	\$ -	-
SPECIAL HANDLING FEE	259	-	19,425.00	\$ -	\$ 75.00	-
WasteWater Sludge	-	106.7	3,201.30	\$ 30.00	\$ -	-
TIRES, <36"	473	-	854.00	\$ -	\$ 1.81	-
TIRES, 36-48"	12	-	192.00	\$ -	\$ 16.00	-
APPLIANCES	179	4.0	1,790.00	\$ 450.88	\$ -	-
NON-RECYCLABLE ITEMS	574	3.8	5,730.00	#####	\$ -	-
FREON APPLIANCES	41	-	1,230.00	\$ -	\$ 30.00	-
MATTRESS/BOXSPRINGS	730	15.1	-	\$ -	\$ -	-
TELEVISIONS, <21"	1	-	-	\$ -	\$ -	-
GREENWASTE-\$12FLAT	951	252.8	11,400.00	\$ 45.09	\$ -	-
WOODWASTE-\$12FLAT	133	50.0	1,596.00	\$ 31.95	\$ -	-
METAL-\$12-FLAT	14	2.7	144.00	\$ 54.34	\$ -	2.7
CONCRETE/ASPHAL	164	167.5	1,968.00	\$ 11.75	\$ -	-
EXPORT - METAL	-	59.8	-	\$ -	\$ -	59.8
EXPORT - TIRES	-	17.9	-	\$ -	\$ -	17.9
EXPORT-MIXED RECYCLE	-	15.2	-	\$ -	\$ -	15.2
EXPORT-MATTRESSES	-	28.1	-	\$ -	\$ -	28.1
EXPORT-ELECTRONICS	-	24.0	-	\$ -	\$ -	24.0
			\$ -	\$ -	\$ -	-
Totals		18,383.4	929,030.6	\$ 50.54		147.6

Buried Tons	15,070.2	82.0%
Diverted / Beneficial Reuse Tons	3,313.2	18.0%

John Smith LF - Out of County Tonnage 2018 - Q1

Description	Count	Tons	Revenue	\$ / Ton	\$ / Item	No Fee - Export Tons
REFUSE	-	21,902.5	530,914.39	\$ 24.24	\$ -	-
GREENWASTE	-	1.5	41.16	\$ 28.00	\$ -	-
WOODWASTE	-	4.9	135.80	\$ 28.00	\$ -	-
CONC/ASPH	-	8,090.2	85,507.62	\$ 10.57	\$ -	-
Clean Dirt	-	627.6	8,483.67	\$ 13.52	\$ -	-
PACKER	-	24.9	1,115.18	\$ 44.75	\$ -	-
RESIDUAL SOLID WASTE	-	32,176.1	758,811.84	\$ 23.58	\$ -	-
SPECIAL HANDLING FEE	1	-	75.00	\$ -	\$ 75.00	-
			\$ -	\$ -	\$ -	-
Totals		62,827.5	1,385,084.7	\$ 22.05		-

Buried Tons	54,103.5	86.1%
Diverted / Beneficial Reuse Tons	8,724.1	13.9%

Grand Totals	81,210.9	2,314,115.3	\$ 28.50	147.6
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Buried Tons	69,173.6	85.2%
Diverted / Beneficial Reuse Tons	12,037.3	14.8%

John Smith LF - In County Tonnage - 2018 - Q2

Description	Count	Tons	Revenue	\$ / Ton	\$ / Item	No Fee - Export Tons
Agricultural Plastic	-	0.6	33.06	\$ 57.00	\$ -	-
REFUSE	10	9,535.4	611,733.74	\$ 64.15	\$ -	-
GREENWASTE	13	1,528.0	45,373.92	\$ 29.69	\$ -	-
WOODWASTE	1	731.2	20,624.76	\$ 28.21	\$ -	-
METAL(NON-APPLIANCE)	-	4.1	139.72	\$ 34.00	\$ -	-
CONC/ASPH	4	830.6	22,860.21	\$ 27.52	\$ -	-
Non-Friable Asbestos	-	2.4	123.00	\$ 51.25	\$ -	-
Clean Dirt	-	442.7	8,789.77	\$ 19.86	\$ -	-
PACKER	-	6,628.4	296,623.46	\$ 44.75	\$ -	-
WaterTreatmentSludge	-	10.9	327.30	\$ 30.00	\$ -	-
RESIDUAL SOLID WASTE	-	1,050.8	33,362.38	\$ 31.75	\$ -	-
SPECIAL HANDLING FEE	268	-	20,100.00	\$ -	\$ 75.00	-
WasteWater Sludge	-	7.4	221.10	\$ 30.00	\$ -	-
TIRES, <36"	671	2.6	1,268.00	\$ 497.25	\$ -	-
TIRES, 36-48"	13	-	192.00	\$ -	\$ 14.77	-
TIRES, 49"-60"	1	-	48.00	\$ -	\$ 48.00	-
APPLIANCES	204	2.2	2,040.00	\$ 935.78	\$ -	-
NON-RECYCLABLE ITEMS	549	18.0	5,460.00	\$ 303.33	\$ -	-
FREON APPLIANCES	65	2.9	1,950.00	\$ 665.53	\$ -	-
MATTRESS/BOXSPRINGS	718	4.3	-	\$ -	\$ -	-
GREENWASTE-\$12FLAT	1,163	302.6	13,944.00	\$ 46.09	\$ -	-
WOODWASTE-\$12FLAT	234	83.5	2,808.00	\$ 33.61	\$ -	-
METAL-\$12-FLAT	15	4.4	180.00	\$ 41.28	\$ -	4.4
CONCRETE/ASPHAL	240	247.2	2,880.00	\$ 11.65	\$ -	-
EXPORT - METAL	-	78.7	-	\$ -	\$ -	78.7
EXPORT - TIRES	-	9.2	-	\$ -	\$ -	9.2
EXPORT-MIXED RECYCLE	-	10.6	-	\$ -	\$ -	10.6
EXPORT-MATTRESSES	-	16.4	-	\$ -	\$ -	16.4
EXPORT-ELECTRONICS	-	14.6	-	\$ -	\$ -	14.6
	-	-	\$ -	\$ -	\$ -	-
	-	-	\$ -	\$ -	\$ -	-
Totals		21,569.6	1,091,082.4	\$50.58		133.9

Buried Tons	17,253.8	80.0%
Diverted / Beneficial Reuse Tons	4,315.7	20.0%

John Smith LF - Out of County Tonnage - 2018 - Q2

Description	Count	Tons	Revenue	\$ / Ton	\$ / Item	No Fee - Export Tons
REFUSE	-	22,312	543,813	\$ 24.37	\$ -	-
CONC/ASPH	-	6,240	54,893	\$ 8.80	\$ -	-
Non-Friable Asbestos	-	5	246	\$ 52.61	\$ -	-
Clean Dirt	-	3,121	50,633	\$ 16.22	\$ -	-
PACKER	-	11	512	\$ 44.75	\$ -	-
RESIDUAL SOLID WASTE	-	34,071	815,585	\$ 23.94	\$ -	-
SPECIAL HANDLING FEE	3	-	225	\$ -	\$ 75.00	-
TIRES, 36-48"	1	-	16	\$ -	\$ 16.00	-
APPLIANCES	1	-	10	\$ -	\$ 10.00	-
	-	-	\$ -	\$ -	\$ -	-
	-	-	\$ -	\$ -	\$ -	-
Totals		65,760.9	1,465,934.1	\$22.29		-

Buried Tons	56,399.7	85.8%
Diverted / Beneficial Reuse Tons	9,361.2	14.2%

Grand Totals	87,330.5	2,557,016	\$29.28	133.9
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Buried Tons	73,653.5	84.3%
Diverted / Beneficial Reuse Tons	13,677.0	15.7%

John Smith LF - In County Tonnage - 2018 - Q3

Description	Count	Tons	Revenue	\$ / Ton	\$ / Item	No Fee - Export Tons
Agricultural Plastic	-	0.1	12.00	\$ 133.33	\$ -	-
REFUSE	19	8,845.2	573,456.63	\$ 64.83	\$ -	-
GREENWASTE	12	1,629.0	48,732.72	\$ 29.92	\$ -	-
WOODWASTE	1	776.2	21,898.40	\$ 28.21	\$ -	-
METAL(NON-APPLIANCE)	-	5.5	182.88	\$ 33.43	\$ -	-
CONC/ASPH	2	639.4	17,136.43	\$ 26.80	\$ -	-
Petroleum Cont Soil	-	0.3	12.00	\$ 42.86	\$ -	-
Clean Dirt	-	646.1	13,434.75	\$ 20.79	\$ -	-
PACKER	-	6,389.3	285,922.09	\$ 44.75	\$ -	-
RESIDUAL SOLID WASTE	-	1,241.8	39,425.98	\$ 31.75	\$ -	-
SPECIAL HANDLING FEE	264	-	19,800.00	\$ -	\$ 75.00	-
WasteWater Sludge	-	257.2	7,715.40	\$ 30.00	\$ -	-
TIRES, <36"	525	-	948.00	\$ -	\$ 1.81	-
TIRES, 36-48"	2	-	16.00	\$ -	\$ 8.00	-
TIRES, 49"-60"	2	-	48.00	\$ -	\$ 24.00	-
APPLIANCES	209	15.1	2,070.00	\$ 137.45	\$ -	-
NON-RECYCLABLE ITEMS	426	8.2	4,260.00	\$ 522.70	\$ -	-
FREON APPLIANCES	67	-	2,010.00	\$ -	\$ 30.00	-
MATTRESS/BOXSPRINGS	849	-	-	\$ -	\$ -	-
TELEVISIONS, <21"	1	-	-	\$ -	\$ -	-
GREENWASTE-\$12FLAT	1,205	294.1	14,460.00	\$ 49.17	\$ -	-
WOODWASTE-\$12FLAT	188	60.7	2,244.00	\$ 36.99	\$ -	-
METAL-\$12-FLAT	10	1.4	120.00	\$ 84.51	\$ -	1.4
CONCRETE/ASPHAL	285	273.2	3,420.00	\$ 12.52	\$ -	-
EXPORT - METAL	-	62.1	-	\$ -	\$ -	62.1
EXPORT - TIRES	-	13.0	-	\$ -	\$ -	13.0
EXPORT-MIXED RECYCLE	-	27.5	-	\$ -	\$ -	27.5
EXPORT-MATTRESSES	-	14.8	-	\$ -	\$ -	14.8
EXPORT-ELECTRONICS	-	2.2	-	\$ -	\$ -	2.2
	-	-	-	\$ -	\$ -	-

Totals	21,202.2	1,057,325.3	\$49.87	121.0
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Buried Tons	16,741.9	79.0%
Diverted / Beneficial Reuse Tons	4,460.3	21.0%

John Smith LF - Out of County Tonnage - 2018 - Q3

Description	Count	Tons	Revenue	\$ / Ton	\$ / Item	No Fee - Export Tons
REFUSE	-	24,388	590,598	\$ 24.22	\$ -	-
GREENWASTE	-	3	80	\$ 28.00	\$ -	-
CONC/ASPH	-	8,001	73,239	\$ 9.15	\$ -	-
Clean Dirt	-	18,634	243,657	\$ 13.08	\$ -	-
PACKER	-	5	243	\$ 44.75	\$ -	-
RESIDUAL SOLID WASTE	1	34,929	844,271	\$ 24.17	\$ -	-
SPECIAL HANDLING FEE	2	-	150	\$ -	\$ 75.00	-
APPLIANCES	1	-	10	\$ -	\$ 10.00	-
NON-RECYCLABLE ITEMS	2	-	20	\$ -	\$ 10.00	-
Totals		85,960.4	1,752,387.0	\$20.39		-

Buried Tons	59,322.4	69.0%
Diverted / Beneficial Reuse Tons	26,638.0	31.0%

Grand Totals	107,162.6	\$ 2,809,712	\$26.22	121.0
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Buried Tons	76,064.4	71.0%
Diverted / Beneficial Reuse Tons	31,098.2	29.0%

John Smith LF - In County Tonnage - 2018 - Q4

Description	Count	Tons	Revenue	\$ / Ton	\$ / Item	No Fee - Export Tons
REFUSE	10	7,647.4	493,793.89	\$ 64.57	\$ -	-
GREENWASTE	9	1,592.0	46,809.56	\$ 29.40	\$ -	-
WOODWASTE	2	1,063.5	29,906.60	\$ 28.12	\$ -	-
METAL(NON-APPLIANCE)	-	6.7	186.76	\$ 28.00	\$ -	-
CONC/ASPH	1	545.1	15,258.38	\$ 27.99	\$ -	-
Non-Friable Asbestos	-	12.9	663.67	\$ 51.45	\$ -	-
Petroleum Cont Soil	-	1.2	34.96	\$ 30.14	\$ -	-
Clean Dirt	-	2,890.7	80,251.30	\$ 27.76	\$ -	-
PACKER	-	6,168.8	276,054.72	\$ 44.75	\$ -	-
RESIDUAL SOLID WASTE	-	1,793.7	56,112.61	\$ 31.28	\$ -	-
SPECIAL HANDLING FEE	260	-	19,500.00	\$ -	\$ 75.00	-
WasteWtr Sludge / ADC	-	1,604.4	40,381.75	\$ 25.17	\$ -	-
TIRES, <36"	499	-	884.00	\$ -	\$ 1.77	-
TIRES, 36-48"	9	-	144.00	\$ -	\$ 16.00	-
TIRES, 49"-60"	1	5.7	-	\$ -	\$ -	-
APPLIANCES	172	6.3	1,710.00	\$ 273.16	\$ -	-
NON-RECYCLABLE ITEMS	507	16.3	5,030.00	\$ 307.83	\$ -	-
FREON APPLIANCES	41	-	1,230.00	\$ -	\$ 30.00	-
MATTRESS/BOXSPRINGS	735	2.4	-	\$ -	\$ -	-
GREENWASTE-\$12FLAT	853	245.5	10,236.00	\$ 41.70	\$ -	-
WOODWASTE-\$12FLAT	127	47.4	1,524.00	\$ 32.19	\$ -	-
METAL-\$12-FLAT	6	2.0	72.00	\$ 36.92	\$ -	2.0
CONCRETE/ASPHAL	153	136.3	1,836.00	\$ 13.47	\$ -	-
EXPORT - METAL	-	75.2	-	\$ -	\$ -	75.2
EXPORT - TIRES	-	25.0	-	\$ -	\$ -	25.0
EXPORT-MIXED RECYCLE	-	29.0	-	\$ -	\$ -	29.0
EXPORT-MATTRESSES	-	12.3	-	\$ -	\$ -	12.3
EXPORT-ELECTRONICS	-	-	-	\$ -	\$ -	-

Totals	23,929.5	1,081,620.2	\$45.20	143.4
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Buried Tons	15,640.3	65.4%
Diverted / Beneficial Reuse Tons	8,289.2	34.6%

John Smith LF - Out of County Tonnage - 2018 - Q4

Description	Count	Tons	Revenue	\$ / Ton	\$ / Item	No Fee - Export Tons
REFUSE	-	20,665	502,582	\$ 24.32	\$ -	-
WOODWASTE	-	36	1,017	\$ 28.00	\$ -	-
CONC/ASPH	-	5,347	46,302	\$ 8.66	\$ -	-
Non-Friable Asbestos	-	8	484	\$ 61.00	\$ -	-
Clean Dirt	-	4,912	77,179	\$ 15.71	\$ -	-
PACKER	-	2	104	\$ 44.75	\$ -	-
RESIDUAL SOLID WASTE	-	34,843	849,256	\$ 24.37	\$ -	-
SPECIAL HANDLING FEE	2	-	150	\$ -	\$ 75.00	-
WasteWtr Sludge / ADC	-	23	574	\$ 25.00	\$ -	-
APPLIANCES	1	-	10	\$ -	\$ 10.00	-
NON-RECYCLABLE ITEMS	1	-	10	\$ -	\$ 10.00	-
MATTRESS/BOXSPRINGS	3	-	-	\$ -	\$ -	-

Totals	65,835.7	1,477,668.2	206.8	-
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Buried Tons	55,517.6	84.3%
Diverted / Beneficial Reuse Tons	10,318.1	15.7%

Grand Totals	89,765.2	\$ 2,559,288	\$28.51	143.4
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Buried Tons	71,157.9	79.3%
Diverted / Beneficial Reuse Tons	18,607.3	20.7%

John Smith Landfill

In-County Green Waste used as ADC

<u>Date</u>	<u># Loads</u>	<u>Total</u>	<u>In-County</u>	<u>Remaining</u>	<u>Qrtly</u>	<u>Sludge</u>
	<u>Hauled</u>	<u>yd³</u>	<u>Greenwaste</u>	<u>ADC Tons Avail</u>	<u>Total</u>	<u>Tons</u>
			<u>Tons</u>	<u>10,000</u>		
9/1/2019		0	0.00	8623.25		0.00
9/2/2019		0	0.00	8623.25		0.00
9/3/2019		0	0.00	8623.25		0.00
9/4/2019		0	0.00	8623.25		0.00
9/5/2019		0	0.00	8623.25		0.00
9/6/2019		0	0.00	8623.25		0.00
9/7/2019		0	0.00	8623.25		0.00
9/8/2019		0	0.00	8623.25		0.00
9/9/2019		0	0.00	8623.25		0.00
9/10/2019		0	0.00	8623.25		0.00
9/11/2019		0	0.00	8623.25		0.00
9/12/2019		0	0.00	8623.25		0.00
9/13/2019		0	0.00	8623.25		0.00
9/14/2019		0	0.00	8623.25		0.00
9/15/2019		0	0.00	8623.25		0.00
9/16/2019		0	0.00	8623.25		12.22
9/17/2019		0	0.00	8623.25		13.57
9/18/2019		0	0.00	8623.25		0.00
9/19/2019		0	0.00	8623.25		9.79
9/20/2019		0	0.00	8623.25		0.00
9/21/2019		0	0.00	8623.25		0.00
9/22/2019		0	0.00	8623.25		0.00
9/23/2019		0	0.00	8623.25		0.00
9/24/2019		0	0.00	8623.25		0.00
9/25/2019		0	0.00	8623.25		0.00
9/26/2019		0	0.00	8623.25		0.00
9/27/2019		0	0.00	8623.25		0.00
9/28/2019		0	0.00	8623.25		0.00
9/29/2019		0	0.00	8623.25		0.00
9/30/2019		0	0.00	8623.25	374.89	0.00

WASTE CONNECTIONS INC
JOHN SMITH ROAD LANDFILL
DAILY TONNAGE REPORT
September 2019

Date	Total Tons Inbound	Total Export Recycle	Add back: Mixed Recycle	Onsite Recycle: Dirt, Concrete, Asphalt	Woodchips and Mulch Used On- site as Erosion Control	ADC - Waste Water Sludge	Buried Tonnage
1	574.00	0.00	0.00	5.29	15.90	0.00	552.81
2	727.28	0.00	0.00	54.57	83.80	0.00	588.91
3	1101.75	5.34	0.00	126.51	52.78	0.00	917.12
4	1201.58	0.74	0.74	194.74	58.52	0.00	948.32
5	1260.03	0.00	0.00	259.40	28.12	0.00	972.51
6	1158.01	7.67	0.46	172.95	21.72	0.00	956.13
7	805.99	0.00	0.00	87.54	46.07	0.00	672.38
8	738.83	0.00	0.00	23.76	39.81	0.00	675.26
9	1258.52	2.19	0.45	287.19	34.88	0.00	934.71
10	1284.11	0.00	0.00	329.72	54.69	0.00	899.70
11	1189.45	0.00	0.00	265.14	16.31	0.00	908.00
12	1335.36	8.82	3.12	342.40	26.49	0.00	960.77
13	1188.67	0.28	0.28	216.23	24.01	0.00	948.43
14	570.20	0.00	0.00	56.13	19.28	0.00	494.79
15	493.37	0.00	0.00	9.97	40.82	0.00	442.58
16	1174.48	0.56	0.56	201.72	29.51	12.22	931.03
17	1249.42	3.60	0.00	320.15	21.95	13.57	890.15
18	1233.89	0.00	0.00	190.82	54.03	0.00	989.04
19	1225.64	0.00	0.00	212.00	38.19	9.79	965.66
20	1026.60	0.00	0.00	133.52	33.34	0.00	859.74
21	724.16	0.00	0.00	85.37	23.63	0.00	615.16
22	752.37	0.00	0.00	7.67	34.24	0.00	710.46
23	1083.12	1.05	1.05	179.36	38.36	0.00	865.40
24	1269.43	3.28	0.00	259.79	25.98	0.00	980.38
25	1178.22	4.52	0.00	206.69	36.93	0.00	930.08
26	1090.65	0.00	0.00	122.63	33.90	0.00	934.12
27	1156.98	0.64	0.64	204.68	38.82	0.00	913.48
28	817.32	0.00	0.00	11.57	50.96	0.00	754.79
29	575.18	0.00	0.00	9.75	51.47	0.00	513.96
30	1332.37	6.92	0.64	367.68	41.37	0.00	917.04
Total	30776.98	45.61	7.94	4944.94	1115.88	35.58	24642.91
	30,776.98	45.61	7.94	4944.94	1115.88	35.58	24642.91

EXHIBIT H

Exhibit H – Additional Descriptive COLA Calculation Language

Overview:

With labor and fuel cost being such a large portion of operating costs at the JSRL it was determined that applying a straight CPI across the board would not be a representative cost adjustment. Therefore, the following three indices were selected to calculate a more representative annual adjustment.

Description of Index Series ID

- Employment Cost Index (ECI) CIU2010000405000I
- #2 Diesel Fuel Index (PPI) WPU057303
- Consumer Price Index (CPI-U) CUURS49BSAO

Indices can be found at following address:

<http://data.bls.gov/cgi-bin/srgate>

Each of the three indices are obtained from the Bureau of Labor Statistics and represent the change in cost of compensating employees, diesel fuel, and other operating costs, respectively. Where possible, the indices use regional data, and no seasonal adjustments are used.

Methodology:

For the PPI, the annual percent change is calculated from annual average index (January through December). In the case of the CPI-U, the index provides the annual index numbers allowing for the following calculation to be used.

$$(X2-X1)/X1$$

X1 = Annual Index number for previous year

X2 = Annual Index number for adjustment
year

The ECI, however, only provides quarterly index numbers. In this case an annual average index number is calculated by adding the quarterly index numbers and dividing by four.

$$(Q1+Q2+Q3+Q4)/4$$

Q1 = 1st Quarter Index number

Q2 = 2nd Quarter Index number

Q3 = 3rd Quarter Index number

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Q4 = 4th Quarter Index number

The above formula is used to calculate the annual index numbers for the previous year and for the adjustment year. Those two numbers are then used in the $(X2-X1) / X1$ formula to determine the ECI formula.

These percentages are then applied to their respective portions of actual cost (total amount of costs are not relevant to CPI calculation, only each category as a percentage of total cost) during the adjustment period and added together to create a total adjustment percentage as follows:

$$\text{COLA \%} = (P1 * C1) + (P2 * C2) + (P3 * C3)$$

P1 = ECI percentage

P2 = PPI percentage

P3 = CPI percentage

C1 = Labor cost as a percentage of total operating costs for adjustment period
C2 = Diesel cost as a percentage of total operating costs for adjustment period

C3 = All other operating costs as a percentage of total costs for adjustment period

CAP / Floor:

If the calculation previously described is lower than 6% and higher than 2% then the actual calculated COLA percentage will be used. If the calculation falls outside this range, then COLA percentage will be either the cap (6%) or the floor (2%), depending on the actual calculation.

This COLA is then multiplied by the amount of total In-County landfill revenue.

Expense Categories:

Labor Costs – Sum of Total Labor, Total Supervisor & Wage related items in Truck Variable.

Fuel Costs – All fuel costs at site.

Other Costs – All Operating costs & SG&A costs less items #1 & #2 above.

EXHIBIT K
Exhibit K – Liquidated Damages

The Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

Section	Failure to Meet Obligations	Liquidated Damages (per failure in each Operating Year)
3.1, 3.5, 4.6, 4.9, 4.11, 6.2 and 7.1	Failure to submit reports and plans by stipulated due date	\$250 per incident
3.4	Failure to provide permit application documents for review by the County	\$250 per incident
4.2	Failure to conduct environmental monitoring (e.g., storm water, groundwater, landfill gas, etc.) and reporting associated with all applicable federal, state and local laws, ordinances, rules and regulations by stipulated due date	Payment of fines actually assessed by Governmental Authority(ies) plus \$500 per incident
4.7	Failure to follow Days and Hours of Operation (except in the event of a Force Majeure)	\$500 per incident
4.8	Failure to accept and dispose of Acceptable Solid Waste from customers In-County	\$250 per incident
7.5	Failure to provide free disposal as specified in the Agreement	\$250 per incident

EXHIBIT L
Exhibit L – Permits Required

Contractor shall obtain, within a reasonable time after the Amendment Effective Date, all permits and approvals from governmental agencies necessary for operation of the Facility, including but not limited to the following:

- The permit required of operators of solid waste facilities by PRC § 44001 (including the payment of the fees required of operators of disposal facilities by PRC § 48000);
- Evidence of conformance with County Solid Waste Management Plan;
- Evidence of consistency with the County General Plan;
- Verification of Fire Department Compliance;
- Land Use and/or Conditional Use Permits;
- Regional Water Quality Control Board Waste Discharge Requirements or Written Waiver, Notice of Intent for Stormwater/National Pollution Discharge Elimination Systems Permit;
- Monterey Bay Air Resources District Permit to Construct (if applicable);
- Monterey Bay Air Resources District Permit to Operate;
- Monterey Bay Air Resources District Title V Operating Permit;
- Department of Toxic Substances Control Hazardous Waste Facility Permit;
- Department of Toxic Substances Control EPA Generator ID Number;
- Department of Fish and Game permit (if applicable);
- Army Corps of Engineers Permit (if applicable);
- Federal Aviation Administration Notification (if applicable).

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EXHIBIT N

Exhibit N – County of San Benito Performance Bond

Form of Performance Bond (Annual Form) attached hereto.

Bond No. 1067030

Premium \$2,375.00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Waste Solutions Group of San Benito, LLC, as Principal, and The Hanover Insurance Company, a corporation duly organized under the laws of the state of New Hampshire and licensed to do business in the State of California, as Surety, are held and firmly bound unto County of San Benito (Obligee), in the penal sum of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee for the Operation of the John Smith Road Landfill and the (to be named) Landfill

and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from September 13, 2019, until September 13, 2020, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 13th day of September, 2019.

Principal: Waste Solutions Group of San Benito, LLC

By: Robert M. Cloninger

Robert M. Cloninger, Vice President

Surety: The Hanover Insurance Company

By: Lisa Betancur

Lisa Betancur, Attorney-In-Fact

Samantha Gordon
(Witness) Samantha Gordon

SEE ATTACHED NOTARY ACKNOWLEDGMENT

(Attest)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

David W. Garese, Audrey C. Skeen, Brooke A. Skeen, Lisa Betancur and/or Robert Garese

Of Excel Bonds & Insurance Services, Inc. of Sacramento, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **15th** day of **March, 2017**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



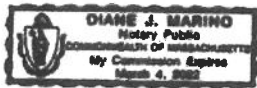
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **15th** day of **March, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 13th day of September 2019

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On September 13, 2019 before me, Margaret Mary Catarella, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Margaret Mary Catarella (Seal)

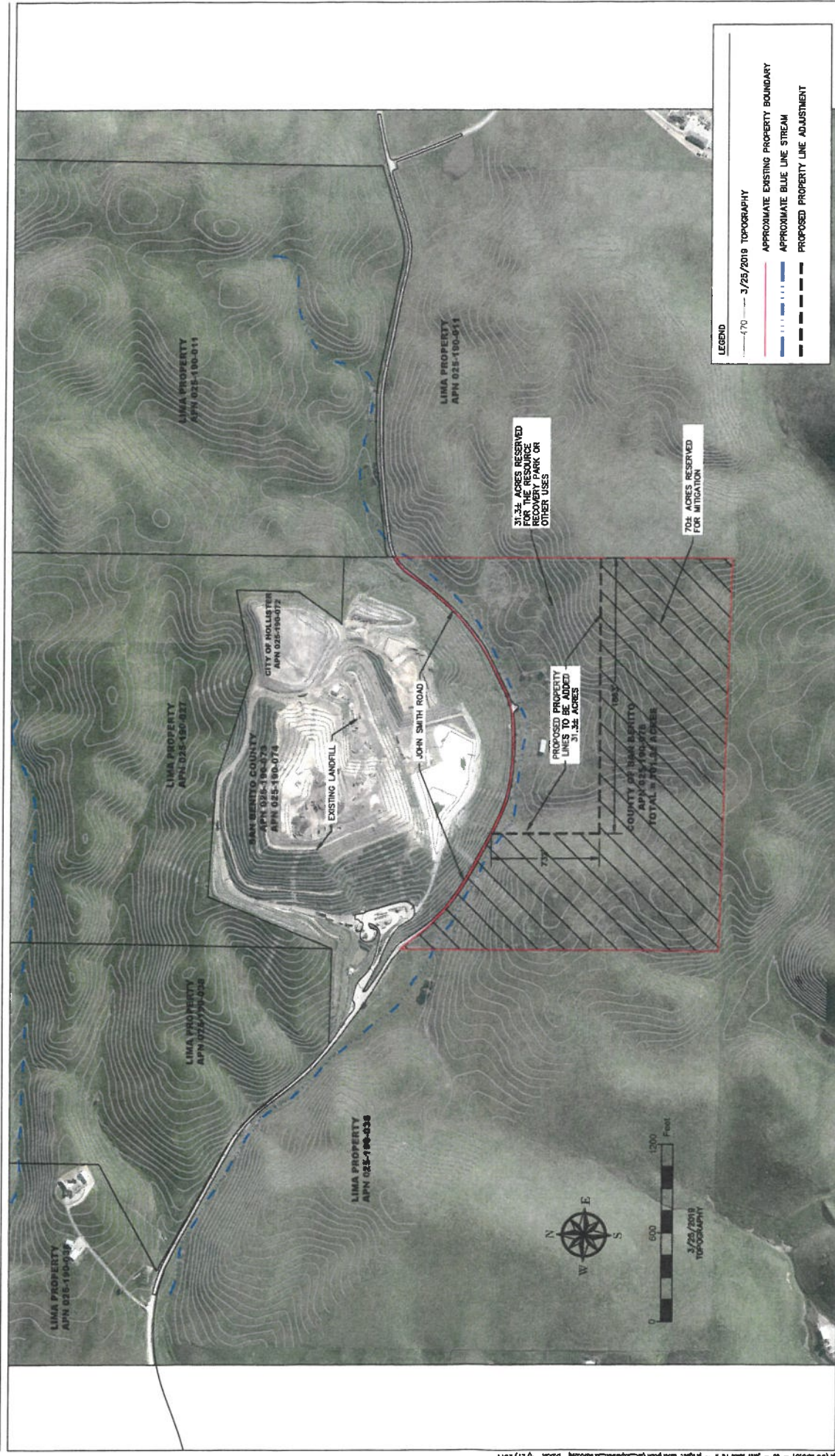


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EXHIBIT O

**Exhibit O – Legal description and/or Map of 70-acre Portion of John Smith Road Parcel
for Mitigation**

Attached hereto.



PROPOSED PROPERTY BOUNDARY ADJUSTMENT