



July 1, 2021

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

## **PROPOSED INCREASES TO LANDFILL DISPOSAL FEES FOR DIRECT HAUL LOADS AND TRANSFER LOADS IN CONTRACTS WITH ATHENS SERVICES AND E.J. HARRISONS AND SONS, INC./GOLD COAST RECYCLING AND TRANSFER STATION, INC.**

### **RECOMMENDATION**

- A. Approve a fee increase of \$2.00 from \$34.00 per ton to \$36.00 per ton for the disposal of Direct Haul Loads under Contract No. 11-007 with Athens Services; and
- B. Approve a fee increase of \$2.00 from \$34.00 per ton to \$36.00 per ton for the disposal of Direct Haul Loads, and an increase of \$0.56 per ton, from \$32.81 to \$33.37 for Transfer Loads under Contract No. 10-041 with Gold Coast Recycling Center and Transfer Station and E.J. Harrison and Sons, Inc.

### **FISCAL IMPACT**

These changes would result in approximate additional annual revenue to the District in the following amounts:

Athens Services	\$24,000
E.J. Harrison and Sons, Inc.	\$23,000
Gold Coast Recycling Center and Transfer Station	\$171,000

### **BACKGROUND/ANALYSIS**

At the District's Regular Board meeting of March 4, 2021 under Agenda Item No. 8, Consideration, Selection, and Approval of the Hourly Rates for VRSD Services for Fiscal Year 2021-2022 – District Staff presented a general financial projection and associated PowerPoint presentation which included certain assumptions regarding solid waste disposal fee increases beginning in FY2021-2022.

Specifically, pertaining to solid waste disposal fees established by contract, the District Staff analysis assumed that the Landfill Fee for Direct Haul Loads would increase by

\$2.00 per ton (from \$34.00 dollars per ton to \$36.00 per ton) and the Landfill Fee for Transfer Loads would increase by \$0.56 per ton (\$32.81 per ton to \$33.37 per ton)

Subsequent updates to the general financial update presented at the March 4, 2021 meeting, discussed at numerous VRSD Board meetings since that date, continue to reflect the solid waste disposal fee increases described in the paragraph above.

At the May 6, 2021, VRSD Board Meeting, District staff informed the VRSD Board of the progress toward implementation of the fee increases for contract haulers via Agenda Item No. 6, Report on Proposed Increases to the Landfill Fees for Direct Haul Loads and Transfer Loads in Contracts with Athens Services and E.J. Harrisons and Sons, Inc./Gold Coast Recycling and Transfer Station, Inc. (see Attachment No. 1). The staff report on this agenda item was a prelude to today's agenda item to effect the fee increases.

Contract No. 11-007 with Athens Services provides for the disposal of solid waste via direct haul (curbside pickup taken directly to the landfill) from the City of Santa Paula to the Toland Road Landfill.

Contract No. 10-04 with Gold Coast Recycling Center and Transfer Station and E.J. Harrison and Sons, Inc. provides for disposal of solid waste via direct haul from the City of Fillmore; and for disposal of solid waste by transfer vehicles from Gold Coast Recycling Center and Transfer Station, Inc. to the Toland Road Landfill.

Each of the two contracts above requires VRSD to provide at least a 60-day notice to the entities prior to the date that the VRSD board will consider the fee increases. Letters dated April 29, 2021 were sent to both entities, as shown in Attachment No. 1.

According to the contracts, the District Board of Directors shall review the fees and make adjustments, if any, based on the following factors:

(1) Evaluation of current information relating to the Landfill, including review of: 1) current users, tonnage and capacity, 2) regulatory requirements, 3) projected costs of the existing and future operations and facilities, and 4) alternative methodologies for establishing fair and equitable charges. The planning, engineering, and financial studies associated with these evaluations shall be utilized during the development of District's Fiscal Year Final Budget ("Budget"), which is adopted by the Board of Directors annually; and

(2) Consideration of budgets, operations plans, capital improvement programs, reserve studies and financial and engineering reports (collectively referred to as the "Landfill Record") which shall be made available to the public. The financial requirements of District, as shown in the Landfill Record, including District's most recently approved Budget, shall be based on current, reliable information and data relating to use projections, regulatory requirements, total system and facility operation, construction, maintenance and replacement costs, general

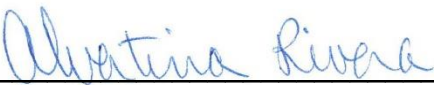
administrative costs, including legal, accounting and other professional service costs, and capital costs; and


(3) Determination of any adjustments required to ensure adequate revenues to finance the improvements and programs necessary to implement the mandated disposal regulations, maintain and improve facilities, and to retire any debt incurred to finance such improvements in a reasonable manner, and to provide for the maintenance of prudent and reasonable reserves.

The District recently underwent a watershed moment in the last fiscal year where the City of Oxnard decided to cease a decades-long arrangement of disposing of solid waste at the Toland Road Landfill in favor of the Simi Valley Landfill. This significant loss of solid waste revenue from Oxnard has forced the VRSD Board to closely examine its future plans, financial sustainability projections, and business strategy. This Board review has culminated in the scheduled approval of the FY 2021-2022 Annual Budget on another agenda item on today's Board meeting agenda. In doing so, the VRSD Board can confidently find that it has satisfied the contract terms and conditions set forth in Items 1 through 3, above, and approve the fee increases as recommended.

If you have any questions or need additional information, please contact me by phone at (805) 658-4600 or via email at [christheisen@vrsd.com](mailto:christheisen@vrsd.com).

CHRIS THEISEN

APPROVED FOR FISCAL IMPACT:   
Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA:   
Chris Theisen, General Manager

Attachments: 1. Board Letter from May 6, 2021



May 6, 2021

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

## **REPORT ON PROPOSED INCREASES TO THE LANDFILL FEES FOR DIRECT HAUL LOADS AND TRANSFER LOADS IN CONTRACTS WITH ATHENS SERVICES AND E.J. HARRISONS AND SONS, INC./GOLD COAST RECYCLING AND TRANSFER STATION, INC.**

### **RECOMMENDATION**

Receive and file the report from staff.

### **FISCAL IMPACT**

These changes would result in approximate additional annual revenue to the District in the following amounts:

Athens Services	\$24,000
E.J. Harrison and Sons, Inc.	\$23,000
Gold Coast Recycling Center and Transfer Station	\$171,000

### **BACKGROUND/ANALYSIS**

At its regular board meeting of March 4, 2021 under Agenda Item No. 8, Consideration, Selection, and Approval of the Hourly Rates for VRSD Services for Fiscal Year 2021-2022 – District Staff presented a general financial projection which included certain assumptions regarding solid waste disposal fee increases beginning in FY2021-2022.

With regard to solid waste disposal fees established by contract, the District Staff analysis assumed that the Landfill Fee for Direct Haul Loads would increase by \$2.00 per ton (from \$34.00 dollars per ton to \$36.00 per ton) and the Landfill Fee for Transfer Loads would increase by \$0.56 per ton (\$32.81 per ton to \$33.37 per ton).

District Staff has informed those affected parties or waste haulers that these fees would be considered for increases beginning in FY2021-2022 (see Attachment No. 1 and Attachment No. 2), as required by the contracts. The general considerations regarding Landfill Fees and changes thereto are shown in Section 6 of the contracts, which are included as Attachment No. 3 and Attachment No. 4.

The Board will ultimately review the fees and make adjustments thereto, if any, at its regular meeting of July 1, 2021.

If you have any questions or need additional information, please contact me by phone at (805) 658-4600 or via email at [christheisen@vrzd.com](mailto:christheisen@vrzd.com).



ALVERTINA RIVERA, DIRECTOR OF FINANCE

APPROVED FOR AGENDA:



Chris Theisen, General Manager

- Attachments:
1. April 28, 2021 letter to Athens Services
  2. April 28, 2021 letter to E.J. Harrison and Sons, Inc./Gold Coast Recycling and Transfer Station, Inc.
  3. Contract No. 10-041 with Athens Services
  4. Contract no. 11-007 with E.J. Harrison and Sons, Inc./Gold Coast Recycling Center and Transfer Station, Inc.



April 29, 2021

Greg Loughnane, Executive Director  
Athens Services  
14048 Valley Blvd  
City of Industry, CA 91746

**SUBJECT: NOTICE OF ADJUSTMENT TO THE LANDFILL FEE FOR DIRECT HAUL LOADS UNDER CONTRACT NO. 11-07**

Dear Mr. Loughnane:

In accordance with Section 6 of the subject contract between Athens Services and the Ventura Regional Sanitation District, you are hereby notified that the VRSD Board of Directors will consider raising the Landfill Fee for Direct Haul Loads from \$34.00 per ton to \$36.00 per ton at its regular meeting of July 1, 2021.

If you should have any questions with regard to this notice, please feel free to contact me at (805) 658-4600.

Sincerely,

Chris Theisen  
General Manager  
Ventura Regional Sanitation District



April 29, 2021

Jim Harrison  
E.J. Harrison and Sons, Inc./Gold Coast Recycling and Transfer Station, Inc.  
5275 Colt Street  
Ventura, CA 93003

**SUBJECT: NOTICE OF ADJUSTMENT TO THE LANDFILL FEE FOR DIRECT HAUL LOADS AND TRANSFER LOADS UNDER CONTRACT NO. 10-041**

Dear Mr. Harrison:

In accordance with Section 6 of the subject contract between E.J. Harrison and Sons, Inc., Gold Coast Recycling and Transfer Station, Inc., and the Ventura Regional Sanitation District, you are hereby notified that the VRSD Board of Directors will consider raising the Landfill Fee for Direct Haul Loads from \$34.00 per ton to \$36.00 per ton and the Landfill Fee for Transfer Loads from \$32.81 to \$33.37 at its regular meeting of July 1, 2021.

If you should have any questions with regard to this notice, please feel free to contact me at (805) 658-4600.

Sincerely,

Chris Theisen  
General Manager  
Ventura Regional Sanitation District


**ACKNOWLEDGEMENT OF ASSIGNMENT OF WASTE DISPOSAL  
AGREEMENT BY AND BETWEEN RECOLOGY LOS ANGELES AND  
VENTURA REGIONAL SANITATION DISTRICT**

**VRSD CONTRACT NO. 11-007**

Pursuant to Section 18 (Successors/Assignment/Subcontractors) of the Agreement for Waste Disposal at Toland Road Landfill by and between Ventura Regional Sanitation District ("District") and Recology Los Angeles ("Recology"), made October 20, 2011 (VRSD Contract No. 11-007) and amended August 18, 2016 (VRSD Contract No. 11-007-1), Recology, as the Operator under that Contract, hereby assigns this Contract to Araco Enterprises LLC ("Araco") and provides the District with Araco's written acknowledgement of its obligation to be bound by and to comply with all terms and conditions of the Contract subject to Araco's delivery to District of certificates of insurance as required under Section 17 (Insurance) of the Contract and Araco's delivery to District of all other required documentation, including District's Disposal Account Agreement, bank and credit references, and Security Bond.

RECOLOGY LOS ANGELES

Date: 08-09-17

By:   
\_\_\_\_\_  
GEORGE P. McGRATH  
Executive Vice President & Chief  
Operating Officer

Araco hereby acknowledges and agrees to be bound by all terms and conditions of the VRSD Contract No. 11-007, as amended.

ARACO ENTERPRISES LLC dba  
ATHENS ENVIRONMENTAL SERVICES

Date: 8/9/17

By:   
\_\_\_\_\_  
RONALD KRALL  
Executive Vice President

District hereby acknowledges receipt of this assignment notice indicating assignee Araco's acknowledgement and agreement to be bound by all the terms and conditions of VRSD Contract No. 11-007, as amended.



VENTURA REGIONAL  
SANITATION DISTRICT

Date: 8-11-17

By:   
Chris Theisen  
General Manager

**VRSD CONTRACT NO. 11-007-1**  
**AMENDMENT NO. 1 TO CONTRACT NO. 11-007**  
**AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL**  
**BETWEEN**  
**VENTURA REGIONAL SANITATION DISTRICT**  
**AND**  
**RECOLOGY LOS ANGELES**

THIS AMENDMENT is made this 18<sup>th</sup> day of August, 2016, and deemed to be effective June 1, 2016, by and between Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code 4700 *et. seq.* ("District") and Recology Los Angeles ("Operator").

**RECITALS**

- A. On October 20, 2011 the District and Crown Disposal Co., Inc., ("Crown") entered into VRSD Contract No. 11-007 ("Agreement"); and
- B. On March 23, 2015 the District, Crown, and Operator entered into a Consent and Acknowledgement of Assignment of Contract by which Operator acknowledged and agreed to be bound by all terms and conditions of the Agreement; and
- C. District and Operator now desire to make an Amendment to the Agreement in order to extend the term of the Agreement by an additional two months beyond the original termination date of May 30, 2016; and
- D. District and Operator acknowledge that the Agreement has remained in full force and effect beyond the original May 30, 2016 termination date in order to assure that all terms and conditions of the Agreement have remained in place pending the making of this Amendment.

**AMENDMENT**


NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree that the Agreement, a copy of which is attached hereto as Exhibit A, shall remain in full force and effect except as provided below.

- 1. **TERM.** The term of the Agreement shall be extended to July 31, 2016 and shall thereafter renew itself for successive periods of one calendar month each, until and unless either party gives written notice of its intention to terminate the Agreement with at least thirty (30) days prior to the commencement of the next successive one calendar month period.


2. **EXECUTION AND EFFECT.** The parties have executed this Amendment as of the date first stated above and intend that the term of the original Agreement shall be deemed to have continued to the date of execution hereof and that all of the other Agreement terms and conditions, including, but not limited to, all provisions relating to Landfill Fees, shall remain unchanged through the new termination date.

RECOLOGY LOS ANGELES

VENTURA REGIONAL SANITATION DISTRICT

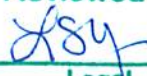
By:   
(name) Michael J. Sangiacomo  
(title) President & CEO

By:   
Bert Perello, Chairman  
Board of Directors

By:   
(name) George P. McGrath  
(title) Executive Vice President & COO

ATTEST:

By:   
Michelle Ascencion, CMC  
Clerk of the Board

**Recology.**  
Reviewed by:  
  
Legal

Approved as to form:

ARNOLD LAROCHELLE MATHEWS  
VANCONAS & ZIRBEL, LLP


By:   
Robert N. Kwong  
District General Counsel

EXHIBIT A

VRSD CONTRACT NO. 11-007

RECEIVED

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AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL

BETWEEN

VENTURA REGIONAL SANITATION DISTRICT

AND

CROWN DISPOSAL CO., INC.

VENTURA REGIONAL  
SANITATION DISTRICT

THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of October, 2011, by and between Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code 4700 *et. seq.* ("District"), and Crown Disposal Co., Inc., a California corporation ("Crown").

RECITALS

A. District is a county sanitation district created pursuant to California Health & Safety Code §4700 *et seq.*; and

B. District is authorized to provide public services related to the acquisition, construction, replacement, maintenance and operation of disposal systems and facilities; and

C. District owns and operates a solid waste disposal facility known as Toland Road Landfill ("Landfill") located at 3500 North Toland Road in the unincorporated area of the County of Ventura; and

D. Crown owns and operates a solid waste hauling, recycling, and disposal business which has been awarded a franchise ("Franchise Agreement") to provide solid waste services in the City of Santa Paula. Crown and its affiliated businesses are herein collectively referred to as "Operators"; and

E. Operators desire to secure an environmentally sound, economic and reliable method of disposal of solid waste transported to the Landfill and District desires to secure a reliable supply of solid waste transported to the Landfill.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be deemed to have commenced June 1, 2011, and shall terminate upon either: (1) the termination of the Franchise Agreement between the City of Santa Paula and Crown or (2) May 30, 2016, whichever occurs first. The parties to this Agreement may agree to extensions of this term by written Agreement executed by the parties.

2. **SOLID WASTE DELIVERY COMMITMENTS.**

(a) **Definitions of Waste, Transfer Loads and Direct Haul Loads.** As used in this Agreement, "waste" shall mean solid waste material including "Refuse", "Waste" and "Residual Waste" legally permitted for disposal at the Landfill. "Tons" shall mean tons of waste disposed of at the Landfill. "Transfer Loads" shall mean Residual Solid Waste loaded into covered transfer trucks carrying at least twenty tons of waste, based on an average weight calculated over one month. "Residual Solid Waste" shall mean waste remaining after processing of waste has taken place at Operator's recycling facilities ("Station"). The processing may include the separation, recovery, volume reduction, or conversion of waste and shall include hazardous waste load checking procedures as required by law and the Station's operating permits. "Direct Haul Loads" shall mean waste loaded into packer trucks and other legally permitted trucks for direct delivery to the Landfill. Direct Haul Loads are also referred to as "Refuse not transported by transfer trucks".

(b) **Commitment of All Waste Landfilled by Operators under the Franchise Agreement by and between the City of Santa Paula and Crown** With respect to all waste collected by Operators under the Franchise Agreement which is landfilled by either Direct Haul Loads or by Transfer Loads, Operators shall cause such waste designated for landfilling to be disposed of in the Toland Road Landfill under the terms of this Agreement.

(c) **Title to Waste.** Operators warrant that they have good title to all waste delivered under this Agreement. Title to all waste delivered by Operators to the Landfill under this Agreement shall be conveyed to District upon acceptance by District, provided that all Unacceptable Waste and Hazardous Waste shall remain the property of Operators.

(d) **Commitment Cancellation.** Notwithstanding Section 2(b) above, in the event District increases Landfill Fees charged per ton under Section 6 below, Operators shall no longer be obligated to deliver to the Landfill for disposal any or all of the category of waste covered by such increased fees.

### **3. DISTRICT SERVICE COMMITMENT.**

(a) **Commitment to Accept Waste.** Subject to all the terms of this Agreement and subject to all Landfill Permit conditions and all other applicable requirements of law or regulations, District shall accept all waste delivered by Operators to the Landfill.

(b) **District Landfill Operation Responsibility.** District shall be solely responsible for the handling and disposal of waste delivered to the Landfill in compliance with this Agreement and for compliance with and the administration and enforcement of all

agreements and regulatory requirements, including the Landfill Permits relating to the operation of the Landfill.

(c) **Definition of Landfill Permits.** As used in this Agreement, "Landfill Permits" shall include the Conditional Use Permit No. CUP 3141 Modification #3 approved by the County of Ventura, Waste Discharge Requirements, Order No. 96-053, approved by the Regional Water Quality Control Board - Los Angeles Region, Revised Solid Waste Facility Permit, SWFP #56-AA-0005 approved by the California Integrated Waste Management Board and the County of Ventura Environmental Health Division acting as the Local Enforcement Agency for the California Integrated Waste Management Board and revisions to any of the above referenced permits and all other regulatory approvals necessary for the operation of the Landfill.

#### **4. UNACCEPTABLE AND HAZARDOUS WASTE DELIVERED TO LANDFILL.**

(a) **Definitions of Unacceptable and Hazardous Waste.** As used in this Agreement, "Unacceptable Waste" shall include the following: (1) hazardous wastes, designated wastes, or special wastes, such as liquid, oils, waxes, tars, soaps, solvents, or readily water-soluble solids, such as salts, borax, lye, caustic, or acids; (2) semi-solid wastes (waste containing less than fifty percent solids); (3) materials which are of a toxic nature, such as insecticides, poisons, or radioactive materials; (4) infectious materials or hospital or laboratory wastes, except those authorized for disposal to land by official agencies charged with control of plant, animal, and human disease; (5) pesticide containers, unless they are rendered nonhazardous by triple rinsing; and (6) septic tank or chemical toilet wastes. "Hazardous Waste" shall mean any waste managed under Article 1, Chapter 11, Division 4.5 (section 66261.3 *et seq.*) of Title 22 of the California Code of Regulations.

(b) **District Refusal Rights.** District shall dispose of all waste delivered to the Landfill by Operators; provided, however, that District may refuse delivery of (1) any waste delivered at hours outside the Landfill's established operating hours, (2) any waste that contains Unacceptable Waste in abnormal quantities or Hazardous Waste in any quantities, and (3) any waste delivered when the Landfill has been closed to comply with conditions of its operating permits.

(c) **Screening and Removal of Unacceptable Waste and/or Hazardous Waste.** Operators shall not knowingly deliver, and shall use all legal means reasonably available in cooperation with District to prevent the delivery of Unacceptable Waste and/or Hazardous Waste to the Landfill. District may inspect all vehicles delivering waste to the Landfill and all waste delivered, before or after unloading, for the presence of Unacceptable Waste and/or Hazardous Waste. District and Operators shall conduct approved waste load checking programs in compliance with all applicable laws.

**(d) Disposal Responsibility and Costs.** District shall remove and dispose of, or cause the removal and disposal of, all Unacceptable Waste and Hazardous Waste delivered to the Landfill. Operators shall pay District, in addition to the Landfill Fee, all costs and expenses incurred by District in connection with its obligations under this section.

**5. OUT-OF-COUNTY WASTE RESTRICTION.** Operators shall deliver and District shall accept for disposal at the Landfill only waste generated in the County of Ventura.

**6. LANDFILL FEES.**

**(a) Landfill Fees.** In consideration for District's obligations hereunder, District shall charge Operators and Operators shall pay to District, all applicable landfill fees and charges ("Landfill Fees"). The Landfill Fees shall be established at a rate necessary to recover all reasonable costs of providing the services provided by District and shall be calculated per ton of waste Operators are obligated and allowed to deliver to the Landfill. The Landfill Fee for Direct Haul Loads and for Transfer Loads delivered pursuant to this Agreement shall be established and adjusted by the District Board of Directors in accordance with the terms of this Agreement. Notwithstanding any other provision of this Agreement, the per ton Landfill Fee for Transfer Loads or Direct Haul Loads delivered under this Agreement shall be no greater than the lowest per ton Landfill Fee paid by any other user of the Landfill for waste of a similar character and tonnage, unless the parties otherwise agree by a separate written agreement.

**(b) Establishment of Landfill Fees** Effective June 1, 2011, Landfill Fees for all Transfer Loads delivered to the Landfill by Operators under this Agreement shall be calculated at the rate of \$31.00 per ton, and Landfill Fees for all Direct Haul Loads delivered to the Landfill by Operators under this Agreement shall be calculated at the rate of \$34.00 per ton.

**(c) Miscellaneous Fees.** In addition to the fees specified in Section 6(b) above, all miscellaneous fees and charges set forth in District's Ordinance No. VRSD-107, as revised by subsequent ordinances ("Fee Ordinance"), shall be applicable to other waste services performed by District. For example, the Fee Ordinance shall establish the charges related to special pull-offs, tires, alternative daily cover and other specialized services.

**(d) Fee Adjustment.** Effective July 1, 2012, and every July of each year thereafter, the Landfill Fees may be adjusted at a Regular Meeting of the District Board of Directors. Operators shall be provided written notice of any proposed fee adjustment at least sixty (60) days prior to the District Board of Directors Regular Meeting where such fees are to be considered. The District's Board of Directors shall review the fees and make adjustments, if any, based on the following factors:

(1) Evaluation of current information relating to the Landfill, including review of: 1) current users, tonnage and capacity, 2) regulatory requirements, 3) projected costs of the existing and future operations and facilities, and 4) alternative methodologies for establishing fair and equitable charges. The planning, engineering, and financial studies associated with these evaluations shall be utilized during the development of District's Fiscal Year Final Budget ("Budget"), which is adopted by the Board of Directors annually; and

(2) Consideration of budgets, operations plans, capital improvement programs, reserve studies and financial and engineering reports (collectively referred to as the "Landfill Record") which shall be made available to the public. The financial requirements of District, as shown in the Landfill Record, including District's most recently approved Budget, shall be based on current, reliable information and data relating to use projections, regulatory requirements, total system and facility operation, construction, maintenance and replacement costs, general administrative costs, including legal, accounting and other professional service costs, and capital costs; and

(3) Determination of any adjustments required to ensure adequate revenues to finance the improvements and programs necessary to implement the mandated disposal regulations, maintain and improve facilities, and to retire any debt incurred to finance such improvements in a reasonable manner, and to provide for the maintenance of prudent and reasonable reserves.

## **7. MEASUREMENT.**

(a) The tonnage used to calculate the Landfill Fee shall be based on the weight of each loaded transfer truck measured at the weight scales described below minus the certified tare weight for each truck. District may install, operate, and maintain an adequate scale system at the Landfill. Until District's scales are operational, trucks shall be weighed at the Station. Whichever party is operating the scale shall maintain and make available to the other party the following information: (1) Day of the week; (2) Calendar date; (3) Time of day; (4) Vehicle identification; and (5) Total number of tons of waste delivered to the Landfill that is accepted by District. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. Operators shall establish the tare weight of each transfer truck. Crown shall allow District to provide a number or device to be inserted in or on each truck that will identify the truck to the weigh master or an automated scanner or to provide such other device or means necessary to identify trucks using an unattended, automated system.

## **8. PAYMENT OF LANDFILL FEES.**



(a) **Monthly Statement.** On or before the tenth (10<sup>th</sup>) working day following the end of any month for which payments are required to be made under this Agreement ("Billing Period"), District shall submit to Operators a bill setting forth the Landfill Fees for such prior month based on the number of tons delivered and accepted by District and the price per ton established pursuant to the Agreement. On or before the twentieth (20<sup>th</sup>) working day following the date of such bill, Operators shall pay to District the full amount of such Landfill Fees.

(b) **Disputes.** If Operators dispute any amount billed by District in any Billing Statement, Operators shall nonetheless pay the billed amount and shall provide District with written objection within twenty (20) working days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to Operators for its objection to or disagreement with such amount. If Operators and District are not able to resolve such dispute within twenty (20) working days after Operators' objection, either party may pursue legal remedies.

(c) **Failure to Pay Bill.** If payment in full of any bill rendered by District is not made as required, an initial late charge of one and one-half percent (1.5%) and the unpaid balance shall bear an additional interest charge of one and one-half percent (1.5%) per month until full payment is made. District shall also be entitled to recover its reasonable expenses, including attorneys fees, incurred in obtaining payment of any unpaid balance hereunder.

## 9. **OPERATING DAYS AND HOURS.**

(a) The Landfill's operating days and hours for receiving waste will be established by District Resolution and made available to Operators. The Landfill shall be open Monday through Friday except for established holidays and closures District determines to be necessary to comply with the Landfill's operating permits or other regulatory requirements. The Landfill may be opened on Saturdays to accommodate Operators' tonnage, subject to written agreement by the parties as to any additional terms.

(b) When Landfill is closed during established operating hours for any reason, District shall notify Operators by telephone of such closures as soon as reasonably possible and, notwithstanding any other provision of this Agreement, Operators shall bear no obligation to deliver waste or pay Landfill Fees for the period of such closures and until the site is reopened and District notifies Operators of the reopening. District shall use commercially reasonable efforts to minimize Landfill closures and periodically meet with Operators to discuss methods of reducing the impact to Operators of such closures.

10. **LANDFILL RULES AND TRAFFIC.** Operators shall safely and efficiently dispose of waste from Operators' vehicles onto the designated disposal area at the Landfill. Operators recognize that Operators will not be the only user of the Landfill and shall not interfere with other landfill operations. Operators shall obey all instructions, either

verbal or written, provided by District. Operators shall perform their obligations under this Agreement in accordance with the following:

(a) Operators shall comply with all traffic and trucking requirements set forth in Exhibit A hereto which is incorporated herein by reference. District may revise Exhibit A to reflect new regulatory requirements regarding traffic and trucking.

(b) All equipment, including all tractors and trailers shall be maintained and operated in conformance with all laws and regulations governing the use of such equipment;

(c) All drivers shall be properly trained and licensed;

(d) All waste hauling vehicles shall be covered while on the road;

(e) All vehicles shall observe all posted speed limit and traffic warning signs on and off the Landfill. All vehicles shall drive at safe speeds and use low gears and caution driving down hills, and reduce speed to allow for road, weather, traffic and load;

(f) Trucks backing up to unload shall do so slowly and cautiously;

(g) Trucks while in operation shall keep all doors secured;

(h) Drivers and/or helpers shall remain in immediate vicinity of truck;

(i) Trucks shall unload only in areas designated by District personnel;

(j) No salvaging shall be conducted at any time;

(k) Smoking shall be prohibited within the boundaries of the Landfill, except within designated smoking areas approved by the Fire Department; and

(l) Injury or damage to persons or equipment shall be reported to District personnel prior to leaving the site. Any damaged truck shall not be moved prior to reporting.

**11. RANDOM INSPECTION OF WASTE HAULING VEHICLES.** District staff, trained in hazardous waste identification, may randomly inspect waste hauling vehicles entering the Landfill. At least two transfer trucks and five non-transfer trucks per week may be inspected. If hazardous waste materials are found, they shall be removed and disposed of in accordance with State regulations. Operators agree to cooperate with District staff in the random inspection of waste hauling vehicles, and to provide requested information to assist District staff in the identification of the potential source of hazardous waste materials found in waste hauling vehicles.

**12. RIGHT OF SITE INSPECTION.** Subject to the provisions of the operating permits and agreements, District and Operators shall permit duly authorized representatives of District and Operators to enter the Landfill and Station upon notice to the other party during usual business hours for the purpose of inspecting the same. All records of transactions relating to waste delivered to the Landfill, including, but not limited to, documents regarding the source of the waste, calibration of scales, truck maintenance and driver training shall be made available upon request.

**13. PROTECTION OF PERSONS AND PROPERTY.** Operators shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its performance, including the performance of all persons and entities hauling waste to the Landfill under this Agreement. Operators shall take all reasonable precautions for the safety of, and provide for reasonable protection to prevent damage, injury or loss to, all Operators, District and other related hauler employees and all other persons who may be affected thereby and other property at the Landfill site or adjacent thereto, including roadways, structures and utilities. Operators shall promptly remedy all damage or loss to any property referred to above caused in whole or in part by Operators or other related haulers or contractors or anyone directly or indirectly employed by any of them. Operators shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

**14. COMPLIANCE WITH LAWS AND ORDINANCES.** Operators shall keep itself fully informed of all laws, ordinances, regulations, orders and permits which in any manner affect those engaged and employed herein or the materials used, or which in any way affect the conduct of operations on or off the Landfill site, including all permit conditions and other requirements relating to the Landfill operation. Operators at all times shall observe and comply with, and shall cause all of its agents, employees and contractors to observe and comply with, all such existing and future laws, ordinances, regulations, orders and permits, and shall hold harmless, indemnify and defend District and its directors, officers and employees from liability for violations of such requirements caused by Operators or other related haulers or contractors. Operators or other related haulers and subcontractors shall obtain all licenses and permits required to perform work under this Agreement. Evidence of such permits and licenses shall be provided to District upon request by District.

**15. RECORDS AND ACCOUNTS.** District and Operators shall each, respectively, keep proper books of record and account (separate from all other records and accounts), in which complete and correct entries shall be made of the transactions relating to the Landfill and Station, including records of the quantity, quality and other characteristics of waste delivered by Operators and accepted by District. Such books shall at all reasonable times be subject to the inspection of the Authorized Representative of the other party.

**16. INDEMNITY.**

(a) **District.** District agrees to hold Operators harmless from and to indemnify and defend Operators against any and all liabilities, claims, actions, lawsuits, costs and expenses, including reasonable attorney fees, liens, judgments and demands, including but not limited to claims of damage to property, bodily injury or death, which may be suffered by Operators, its employees, agents, representatives and/or independent contractors, due to or arising out of the District's operations at the Landfill by District, its employees, agents, representatives and independent contractors, except to the extent such claim(s) result from the negligence or willful misconduct of Operators or its employees, agents, representatives, haulers and/or independent contractors.

(b) **Operators.** Operators agree to hold District harmless from and to indemnify and defend District against any and all liabilities, claims, actions, lawsuits, costs and expenses, including reasonable attorney fees, liens, judgments and demands, including but not limited to claims of damage to property, bodily injury or death, which may be suffered by District, its employees, agents, representatives and its independent contractors or third parties, due to or arising out of Operators' operations upon or in the vicinity of Station or Landfill or any haul route by Operators or their employees, agents, representatives, haulers and/or independent contractors, except to the extent such claim(s) result from the negligence or willful misconduct of District or its employees, agents, representatives and/or independent contractors.

**17. INSURANCE.**

(a) **Minimum Coverage.** Operators will not commence or continue to perform under this Agreement unless Operators have provided for insurance coverage for any liability, loss, expense or claim which may arise out of or result from Operators performance under this Agreement, whether such performance be by Operators or by any hauler or contractor or anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable, with the following limits:

(1) General liability insurance, including comprehensive form, premises operation and broad form property damage coverage, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit coverage;

(2) Automobile liability insurance, including comprehensive form including loading and unloading, owned, hired and non-owned coverage, with a limit of not less than Five Million Dollars (\$5,000,000) combined single limit coverage;

(3) Contractual personal injury liability and contractual property damage insurance covering liability assumed under this Agreement, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit coverage; and

(4) Workers' compensation insurance as required by law.

(b) **Certificates.** Certificates of insurance acceptable to District shall be filed with District prior to commencement of any operation or performance under this Agreement. These certificates shall provide that District is an insured for coverage in (1), (2) and (3) above, that the insurance afforded shall be primary insurance, and that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to District.

**18. SUCCESSORS/ASSIGNMENT/SUBCONTRACTORS.**

(a) **Binding on Successors.** District and Operators each binds itself and its successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement.

(b) **Assignment.** Operators may assign this Agreement provided that before any such assignment becomes effective, Operators shall obtain a written acknowledgment by the assignee(s) that the assignee(s) are obligated and bound by all the terms hereof as Operators' successor hereunder.

(c) **Responsibility for Subcontractors.** Operators shall be fully responsible for all acts and omissions of its haulers, subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.

**19. RELATIONSHIP OF OPERATORS TO DISTRICT.** It is expressly understood between the parties hereto that no employee-employer relationship is intended, the relationship of Operators to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Operators. Operators are solely responsible for selecting the means, methods and procedures for performing hereunder, and for coordinating all portions of its performance so the results will be satisfactory to District.

**20. DEFAULT/REMEDIES.**

(a) **Default by Operators.** Operators shall be deemed in default under this Agreement only if Operators shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein agreed to be performed by Operators, and such failure to perform is not cured within sixty (60) days after written notice specifying the nature and extent of such failure has been given to Operators. Upon Operators' failure to cure such default, District, at its option, may declare this Agreement terminated effective upon such date as District shall designate.

(b) **Default by District.** District shall be deemed in default under this Agreement only if District shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein agreed to be performed by District, and such failure to perform is not cured within sixty (60) days after written notice specifying the nature and extent of any such failure has been given to District. Upon District's failure to cure such default, Operators, at their option, may declare this Agreement terminated effective upon such date as Operators shall designate.

(c) **Remedies and Waiver.** Except as otherwise herein expressly provided, all rights and remedies of either party shall be cumulative and none shall exclude any other right or remedy allowed by law; the exercise by either party of any remedy provided for herein or by law shall not be to the exclusion of any other remedy. Either party's failure to take advantage of any default or breach of covenant on the part of the other party shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or lessen the right of either party to insist upon the performance by the other of any term, covenant or condition hereof, or to exercise any rights given it on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same right or any other subsequent breach or default.

**21. ATTORNEY FEES.** In the event that either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this contract, or to interpret any term, covenant or condition, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable out-of-pocket expenses (including, but not limited to phone calls, photocopying, expert witnesses, travel, etc.) and reasonable attorney fees to be fixed by the court, and such recovery shall include court costs and attorney fees on appeal, if any. The court will determine who the "prevailing party" is whether or not the suit proceeds to final judgment.

**22. GENERAL PROVISIONS.**

(a) **Time.** Time is of the essence of this Agreement. Any reference herein to days, unless otherwise defined, shall be interpreted as referring to calendar days.

(b) **Notices.** Any notice to be given under this Agreement shall be in writing and shall be deemed given two (2) days after being sent by first class mail, addressed to:

District:

Ventura Regional Sanitation District  
1001 Partridge Drive, Suite 150  
Ventura, California 93003-5562

Crown:

Crown Disposal Co., Inc.  
Post Office Box 1081  
Sun Valley, California 91352

or to such other address as either party may designate hereinafter in writing delivered to the other party.

(c) **Governing Law/Venue.** This Agreement, and all matters relating to this Agreement, shall be governed by the laws of the State of California in force at the time any need for interpreting this Agreement or any decision or holding concerning this Agreement arises. Venue for any judicial action relating to this Agreement shall be in Ventura County.

(d) **Severability.** If any clause, provision, paragraph, section or article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, paragraph, section or article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, paragraph, section or article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.


(e) **Prior Understandings and Usage.** This Agreement contains the entire agreement between the parties and supersedes all previous written or oral negotiations, commitments, understandings, proposals and writings. It is expressly understood by the parties that the terms of this Agreement shall not be modified by course of performance, course of dealing, usage or informal arrangements which may occur from time to time over the term of this Agreement or by evidence of additional terms not expressly contained in this Agreement.

(f) **Amendments.** No amendments to this Agreement may be made except by a writing signed by the parties.

(g) **Execution.** The parties have executed this Agreement as of the date first stated above. This Agreement may be executed in counterparts with the same force and effect as if one document were signed by all parties.

Approved as to form:

ARNOLD, BLEUEL, LAROCHELLE,  
MATHEWS & ZIRBEL, LLP

By:   
\_\_\_\_\_  
Mark A. Zirbel  
District General Counsel

VENTURA REGIONAL SANITATION  
DISTRICT

  
\_\_\_\_\_  
James Monahan, Chairman  
Board of Directors

ATTEST:

  
\_\_\_\_\_  
Josie Guzman  
Clerk of the Board

CROWN DISPOSAL CO., INC.

  
\_\_\_\_\_  
Tim Fry  
General Manager



## **EXHIBIT A**

### **SPECIAL TRUCKING PROVISIONS**

The terms of this Exhibit shall apply to the party providing the trucking services for hauling of waste under this Agreement. The term "Operator" shall be deemed to include Operators' and their trucking subcontractors.

1. Delivery shall be made during the operating days and hours as described in Section 9 of this Agreement.

a. Operator is restricted from making a left turn from eastbound Highway 126 onto Toland Road between 8:00 am to 8:30 am, and then 2:30 pm to 3:00 pm every day that the Santa Clara School is in session.

b. Operator is restricted from making a left turn onto eastbound Highway 126 from Toland Road between 4:00 pm and 6:00 p.m.

c. Operator shall not use the Sespe Underpass.

d. Equipment entering the Landfill will pass the District-operated scalehouse and merge with other Landfill traffic restrictions. At all times, Operator shall take reasonable precautions to avoid interference with District operations and the creation of any safety hazard.

e. Any driver that does not comply with the restrictions set forth herein shall be banned from the Toland Landfill.

2. All waste will be dumped as close to previously dumped waste at the Landfill operating face or as directed by District's appointed personnel.

3. The delivery is to be under the supervision of the District, on the Toland Landfill property. All activities and delivery shall comply with applicable local, State and Federal health and safety rules. The Operator shall comply with applicable codes and permit conditions.

4. Smoking shall not be permitted in any area, which has not been specifically designated as a "Smoking Area". Operator is not permitted to do any "hotwork" such as welding on site.

5. The following measures are required to assure non-interference by the Operator with District operations:

a. The Operator must provide continuous access to the active refuse dumping area.

b. The Operator must follow posted speed limit signs and comply with all District rules regarding traffic control and other activity occurring on Toland Landfill.

c. The Operator shall comply with other directions of the Landfill Superintendent.

6. Trucks and equipment are strictly prohibited from traveling on areas that may generate dust without watering or otherwise controlling dust beforehand. If dust control is not manageable during periods of high winds the District will stop delivery until weather conditions improve.

7. The Operator should only use "Jake Brakes" on Toland Road from Highway 126 to the Landfill and/or while on the Toland Landfill when absolutely necessary.

# VENTURA REGIONAL SANITATION DISTRICT

1001 PARTRIDGE DRIVE, SUITE 150 • VENTURA, CA 93003-0704



November 30, 2020

Gold Coast Recycling & Transfer Station  
5275 Colt Street at Sperry Avenue  
Ventura, CA 93003

E. J. Harrison & Sons, Inc.  
5275 Colt Street, Suite 1  
Ventura, CA 93003

Subject: Proposed Letter Agreement to Extend Term of VRSD Contract No. 10-041 Agreement for Waste Water Disposal at Toland Road Landfill between VRSD, Gold Coast Recycling and Transfer Station, Inc. and E.J. Harrison and Sons, Inc.

Pursuant to the terms and conditions of Section 1 of the above-referenced Agreement, this letter constitutes notice of extension of the term of this Agreement to be executed by the respective contractual parties. Specifically, by this letter agreement, the parties to the Agreement hereby agree to extend the term from December 31, 2020 until March 30, 2021. All other provisions of the Agreement, as previously amended, shall remain in full force and effect.

Please sign and date as indicated below if you approve of this time extension for this Agreement.

Chris Theisen  
General Manager

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**VRSD CONTRACT NO. 10-041-3**

**AMENDMENT NO. 3 TO CONTRACT NO. 10-041**

**AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
GOLD COAST RECYCLING AND TRANSFER STATION, INC.  
AND  
E.J. HARRISON AND SONS, INC.**

THIS AMENDMENT is by and between the Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code 4700 *et. seq.* ("District"), and Gold Coast Recycling & Transfer Station, Inc., a California corporation ("Gold Coast"), and E.J. Harrison and Sons, Inc., a California corporation ("Harrison"). Together, District, Gold Coast and Harrison shall be referred to herein as Parties.

**RECITALS**

A. On December 16, 2010, Parties entered into an Agreement for Waste Disposal at Toland Road Landfill, VRSD Contract No. 10-041 ("Agreement"); and

B. On October 20, 2011, Parties entered into an Amendment of the Agreement ("Amendment No. 1"); and

C. On October 15, 2015, District and Gold Coast entered into a Letter Agreement (attached as Exhibit A and incorporated herein by reference) which amended the Agreement in order to allow a shift in the delivery of weekday municipal solid waste tonnage to delivery on Saturday and to establish the District's reimbursement of Gold Coast's costs for the shift in delivery from weekday to Saturday at a rate of \$0.20/ton for all tons of municipal solid waste delivered by Gold Coast to Toland Road Landfill for those weeks where a shift to Saturday deliveries took place; and

D. On June 2, 2016, Parties entered into a second amendment to the Agreement ("Amendment No. 2") in order to extend the termination date established in Amendment No. 1 for the disposal of municipal solid waste delivered by Direct Haul Loads; and

E. Parties acknowledge and agree that additional reimbursement is needed to cover the costs incurred by Gold Coast and Harrison whenever weekday municipal solid waste tonnage received at the Gold Coast transfer station exceeds what it can reasonably hold for Saturday delivery to Toland Road Landfill and which necessitates Gold Coast delivering this additional tonnage to the Simi Valley Landfill; and

F. Parties acknowledge and agree that the additional reimbursement may be accomplished by the following terms and conditions to the Agreement.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree that VRSD Contract No. 10-041, as amended, shall remain in full force and effect, except as provided below.

**1. LANDFILL FEES.** Section 6 shall be amended with the following provision:

**6. (c) Shift of Weekly Tonnage to Saturday Delivery.** The District agrees to pay or reimburse Gold Coast at a rate of \$5.00/ton for all Gold Coast transfer tons of municipal solid waste, in a given week, that are not sent to the Toland Road Landfill and are instead delivered to the Simi Valley Landfill. Reimbursement payment shall be on in the form of a monthly invoice. Such reimbursement is dependent on Gold Coast providing District with verifiable monthly documentation of the number of transfer loads and their respective tonnage delivered to Simi Valley Landfill because they could not reasonably hold such tonnage for Saturday delivery to Toland Road Landfill. Parties agree that the maximum tonnage per day subject to this reimbursement is the result of 1,000 tons minus the amount of tons delivered by Gold Coast to the Toland Road Landfill.

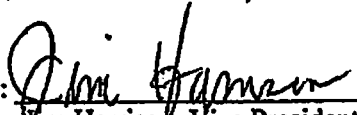
**2. EXECUTION AND EFFECT.**

The Parties have executed this Amendment as of the date first stated above and intend that the term of the original Agreement shall be deemed to have continued to the date of execution hereof and that all of the other Agreement terms and conditions, including, but not limited to, all provisions relating to Landfill Fees, shall remain unchanged through the new termination date.

**3. EFFECTIVE DATE.**

The Parties acknowledge and agree that this Amendment is effective as of July 1, 2017.

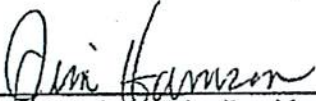
GOLD COAST RECYCLING AND  
TRANSFER STATION, INC.

By:   
Jim Harrison, Vice President

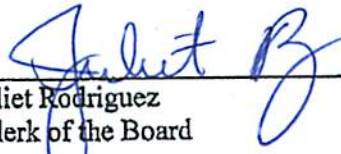
VENTURA REGIONAL SANITATION  
DISTRICT

By:   
James Monahan, Chairman  
Board of Directors

E.J. HARRISON AND SONS, INC.

By:   
Jim Harrison, Vice President

ATTEST:

By:   
Juliet Rodriguez  
Clerk of the Board

Approved as to form:

ARNOLD LAROCHELLE MATHEWS  
VANCONAS & ZIRBEL, LLP

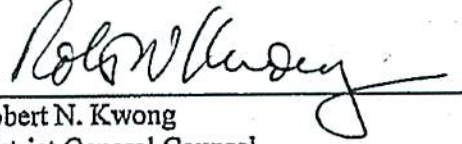
By:   
Robert N. Kwong  
District General Counsel

EXHIBIT A

VENTURA REGIONAL SANITATION DISTRICT

1001 PARTRIDGE DRIVE, SUITE 150 • VENTURA, CA 93003-0704



October 19, 2015

Gold Coast Recycling & Transfer Station  
5275 Colt Street  
Ventura CA 93003

This letter confirms that the Ventura Regional Sanitation District (District) will compensate Gold Coast Recycling (Gold Coast) for their agreement to shift a portion of weekly Municipal Solid Waste (MSW) tons, Monday through Friday, into a Saturday delivery to the Toland Road Landfill (Landfill).

In September 2013, the District was preparing to initiate a contract with the City of Oxnard (City) to secure and dispose of 48% of all the MSW tons generated by the City for disposal at the Landfill. To assure daily capacity, the District negotiated with Gold Coast to shift some of its transfer tons coming to the Landfill on their Monday through Friday operation to Saturday. In order to facilitate regional cooperation, Gold Coast agreed to shift some transfer loads from Monday through Friday into Saturday. Subsequently, since October 2014, Gold Coast has been bringing transfer tons to the Landfill on Saturdays.

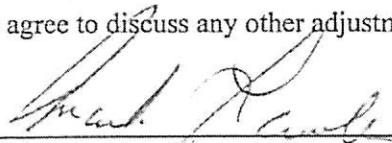
Contract No. 10-041 Section 9, between the District and Gold Coast, allows for this type of activity provided that both parties agree in writing. The District and representatives from Gold Coast have met and agreed that the additional costs of moving these tons to Saturday operations shall be deemed to have an added operational cost of \$0.20/ton, based on all tons on a weekly basis. The District agrees to pay \$0.20/ton on all Gold Coast transfer tons, in a given week, provided that transfer MSW tons are delivered to the Landfill on Saturday. Each January 1 beginning on 1/1/2016, this added cost per ton shall be adjusted based on the CPI-W for Los Angeles-Riverside-Orange County.

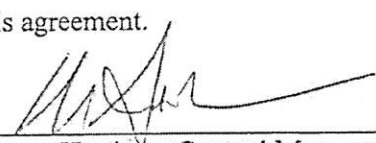
Commencing on October 1, 2015, the District will supply Gold Coast with a weekly statement to be submitted on each Tuesday of the following week. Each weekly statement will identify the transfer tons delivered to the Landfill on each day, including Saturday's, for the week. The District will determine the total added operational costs of \$0.20/ton based on these statements. At the end of each month, Gold Coast will submit a bill on its letterhead to the District for payment. Discrepancies between the District's weekly statement and the monthly bill should be addressed in advance.

Exclusions to the above "added operational costs" are as follows:

1. Holidays and makeup days
2. Other mutually agreed upon days
3. If tons are not delivered on a Saturday, then the \$0.20/ton reimbursement is waived for that week.

Both parties agree to discuss any other adjustments necessary to this agreement.

  
Mark Lawler, General Manager  
Ventura Regional Sanitation District

  
George Harrison, General Manager  
Gold Coast Recycling & Transfer Station, Inc.

Ventura County • CITIES: Camarillo • Fillmore • Ojai • Oxnard • Port Hueneme • San Buenaventura • Santa Paula • Thousand Oaks  
SPECIAL DISTRICTS: Camarillo Sanitary • Camrosa Water • Channel Islands Beach Community Services • Montalvo Municipal Improvement •  
Ojai Valley Sanitary • Saticoy Sanitary • Triunfo Sanitation • Ventura County Waterworks Nos. 1 and 16

Printed on Recycled Paper

VRSD CONTRACT NO. 10-041-2

AMENDMENT NO. 2 TO CONTRACT NO. 10-041

AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
GOLD COAST RECYCLING AND TRANSFER STATION, INC.  
AND  
E.J. HARRISON AND SONS, INC.

THIS AMENDMENT is made this June 2, 2016, and deemed to be effective June 1, 2016, by and between Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code 4700 *et. seq.* ("District"), and Gold Coast Recycling and Transfer Station, Inc., a California corporation ("Gold Coast"), and E.J. Harrison and Sons, Inc., a California corporation ("Harrison").

RECITALS

- A. On December 16, 2010, District, Gold Coast and Harrison entered into an Agreement for Waste Disposal at Toland Road Landfill, VRSD Contract No. 10-041 ("Agreement"); and
- B. On October 20, 2011, District, Gold Coast and Harrison entered into an Amendment of the Agreement ("Amendment No. 1"); and
- C. District, Gold Coast and Harrison have agreed to enter into a second amendment to the Agreement ("Amendment No. 2") in order to extend the termination date established in Amendment No. 1 relating to the disposal of Direct Haul Loads.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree that VRSD Contract No. 10-041, as amended by Amendment No. 1, copies of which are attached hereto as Exhibit A, shall remain in full force and effect, except as provided below.

1. TERM. Section 1(a) shall be revised to state:

"1(a) Direct Haul Load Agreement Term. Notwithstanding the provisions of Section 1 above, with respect to Direct Haul Loads, this Agreement shall terminate November 30, 2016. The parties may agree to an extension of this term by a written Amendment executed by the parties."



2. **EXECUTION AND EFFECT.** The parties have executed this Amendment as of the date first stated above and intend that the term of the original Agreement shall be deemed to have continued to the date of execution hereof and that all of the other Agreement terms and conditions, including, but not limited to, all provisions relating to Landfill Fees, shall remain unchanged through the new termination date.

GOLD COAST RECYCLING AND  
TRANSFER STATION, INC.

By:   
Jim Harrison, Vice President

VENTURA REGIONAL SANITATION  
DISTRICT

By:   
Bert Perello, Chairman  
Board of Directors

E.J. HARRISON AND SONS, INC.

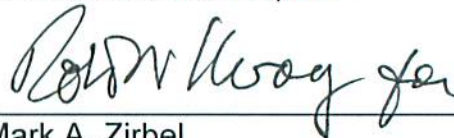
By:   
Jim Harrison, Vice President

ATTEST:

By:   
Michelle Ascencion  
Clerk of the Board

Approved as to form:

ARNOLD LAROCHELLE MATHEWS  
VANCONAS & ZIRBEL, LLP

By:   
Mark A. Zirbel  
District General Counsel

SEARCHED 

EXHIBIT A

VRSD CONTRACT NO. 10-041-1

AMENDMENT NO. 1 TO CONTRACT NO. 10-41

AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
GOLD COAST RECYCLING AND TRANSFER STATION, INC.  
AND  
E.J. HARRISON AND SONS, INC.

THIS AMENDMENT is made and entered into October 20, 2011, by and between Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code 4700 *et. seq.* ("District"), and Gold Coast Recycling and Transfer Station, Inc., a California corporation ("Gold Coast"), and E.J. Harrison and Sons, Inc., a California corporation ("Harrison").

RECITALS

- A. On December 16, 2010, District, Gold Coast and Harrison entered into an Agreement for Waste Disposal at Toland Road Landfill ("Agreement"); and
- B. District, Gold Coast and Harrison have agreed to amendments to the Agreement relating to the disposal of Direct Haul Loads.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree that VRSD Contract No. 10-041, a copy of which is attached hereto as Exhibit A, shall remain in full force and effect, except as provided below.

1. TERM. The following language shall be added to Section 1 of the Agreement:

"1(a) Direct Haul Load Agreement Term. Notwithstanding the provisions of Section 1 above, with respect to Direct Haul Loads, this Agreement shall terminate May 30, 2016. The parties may agree to an extension of this term by a written Amendment executed by the parties."

2. **Solid Waste Delivery Commitments.** The following language shall be added to Section 2 of the Agreement:

"2(e) **Santa Clara Valley Commitment Cancellation.** Notwithstanding Section 2(b) above, with respect to Direct Haul Loads, in the event District increases Landfill Fees charged per ton for Direct Haul Loads under Section 6 below, Operators shall no longer be obligated to deliver Direct Haul Loads to the Landfill."

3. **Landfill Fees.** The following language shall be added to Section 6 of the Agreement:

"6(b)(1). **Direct Haul Landfill Fees.** Effective June 1, 2011, Landfill Fees for all Direct Haul Loads delivered to the Landfill by Operators under this Agreement shall be calculated at the rate of \$34.00 per ton."

4. **Execution.** The parties have executed this Agreement as of the date first stated above. This Agreement may be executed in counterparts with the same force and effect as if one document were signed by all parties.

GOLD COAST RECYCLING AND TRANSFER STATION, INC.

By: Jim Harrison  
Jim Harrison, Vice President

VENTURA REGIONAL SANITATION DISTRICT

By: James Monahan  
James Monahan, Chairman  
Board of Directors

E. J. HARRISON AND SONS, INC.

By: Jim Harrison  
Jim Harrison, Vice President

ATTEST:

By: Josie Guzman  
Josie Guzman  
Clerk of the Board

Approved as to form:

ARNOLD BLEUEL LAROCHELLE  
MATHEWS & ZIRBEL, LLP

By: Mark A. Zirbel  
Mark A. Zirbel  
District General Counsel

**VRSD CONTRACT NO. 10-041**

**AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
GOLD COAST RECYCLING AND TRANSFER STATION, INC.  
AND  
E.J. HARRISON AND SONS, INC.**

THIS AGREEMENT is made and entered into December 16, 2010, by and between Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code 4700 *et. seq.* ("District"), and Gold Coast Recycling Transfer Station, Inc., a California corporation ("Gold Coast"), and E.J. Harrison and Sons, Inc., a California corporation ("Harrison").

**RECITALS**

- A. District is a county sanitation district created pursuant to California Health & Safety Code §4700 *et seq.*; and
- B. District is authorized to provide public services related to the acquisition, construction, replacement, maintenance and operation of disposal systems and facilities; and
- C. District owns and operates a solid waste disposal facility known as Toland Road Landfill ("Landfill") located at 3500 North Toland Road in the unincorporated area of the County of Ventura; and
- D. Gold Coast owns and operates the Gold Coast Recycling and Transfer Station located at 5275 Colt Street, Ventura, California ("Station"); and
- E. Harrison owns and operates solid waste hauling, recycling, and disposal businesses in Ventura County. Harrison and its affiliated businesses, including Santa Clara Valley Disposal Company, are herein collectively referred to as "Harrison Haulers"; and
- F. Gold Coast and Harrison, including Harrison Haulers, are collectively referred to herein as "Operators". The Operators coordinate their operations relating to disposal of solid waste at the Landfill; and
- G. Operators desire to secure an environmentally sound, economic and reliable method of disposal of solid waste transported to the Landfill and District desires to secure a reliable supply of solid waste transported to the Landfill.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the parties agree as follows:

1. **TERM.** The term of this Agreement shall commence January 1, 2011, and shall terminate December 31, 2020. The parties to this Agreement may agree to extensions of this term to May 31, 2027 by written notice of extension executed by the parties.

2. **SOLID WASTE DELIVERY COMMITMENTS.**

(a) **Definitions of Waste, Transfer Loads and Direct Haul Loads.** As used in this Agreement, "Refuse", "Waste" and "waste" shall mean solid waste material legally permitted for disposal at the Landfill. "Tons" shall mean tons of waste disposed of at the Landfill. "Transfer Loads" shall mean Residual Solid Waste loaded into covered transfer trucks carrying at least twenty tons of waste, based on an average weight calculated over one month. "Residual Solid Waste" shall mean waste remaining after processing of waste has taken place at the Station. The processing may include the separation, recovery, volume reduction, or conversion of waste and shall include hazardous waste load checking procedures as required by law and the Station's operating permits. "Direct Haul Loads" shall mean waste loaded into packer trucks and other legally permitted trucks for direct delivery to the Landfill. Direct Haul Loads are also referred to as "Refuse not transported by transfer trucks".

(b) **Commitment of All Waste Collected, Processed and/or Transported by Gold Coast and/or Operator.** Operators shall cause all Waste collected for, processed at and/or transported from the Station to be delivered as Transfer Loads to the Landfill, subject to the maximum tonnage specifications, exceptions, and other terms set forth herein. Operators shall also cause to be delivered to the Landfill all waste collected by Operators in the Santa Clara Valley by Harrison Haulers, subject to the maximum tonnage specifications, exceptions, and other terms set forth herein. Waste collected in the Santa Clara Valley may be delivered as Direct Haul Loads or as Transfer Loads.

(c) **Maximum Tonnage Specifications.**

(1) **Station.** Operators shall deliver to the Landfill all of the waste collected for, processed at and/or transported from the Station, including waste generated in the Santa Clara Valley and processed at the Station, up to a maximum of the "Maximum Station Specified Tonnage". Effective at the start of the term stated above, the Maximum Station Specified Tonnage shall be one thousand (1,000) tons per Operating Day, as established under Section 9 below. Following consultation between District and Operators and following one hundred eighty (180) days' prior written notice to Operators, the Maximum Station Specified Tonnage may be revised by the District's Board of Directors at a public meeting to a stated

number of tons per Operating Day which stated number shall be a number between (1) the average tonnage collected for, processed at and transported from the Station to be delivered to the Landfill calculated over the preceding twelve (12) months, and (2) 1,400 tons per Operating Day.

(2) Santa Clara Valley. Harrison Haulers shall deliver to the Landfill all waste they collect in the Santa Clara Valley as Direct Haul Loads to the Landfill up to a maximum of eighty-five (85) tons per Operating Day, as established in Section 9 below ("Maximum Valley Specified Tonnages"). Following the consultation between the District and the Operators and following one hundred eighty (180) days' prior written notice, the Maximum Valley Specified Tonnage may be revised by the District's Board of Directors at a public meeting to a stated number of tons per Operating Day which stated number shall be a number between (1) the average tonnage collected in the Santa Clara Valley for delivery to the Landfill, calculated over the preceding twelve (12) months, and (2) 200 tons.

(3) Agreements Regarding Tonnage Modifications and Saturday Operations. In consideration of all service commitments, the parties may modify the Maximum Station Specified Tonnage and/or the Maximum Valley Specified Tonnage for any period of time subject to the terms of a written agreement of the parties. Deliveries of waste on Saturdays may also be made pursuant to the special terms of a separate written agreement of the parties.

(d) Title to Waste. Operators warrant that they have good title to all waste delivered under this Agreement. Title to all waste delivered by Operators to the Landfill under this Agreement shall be conveyed to District upon acceptance by District, provided that all Unacceptable Waste and Hazardous Waste shall remain the property of Operators .

### 3. DISTRICT SERVICE COMMITMENT.

(a) Commitment to Accept Waste. Subject to all the terms of this Agreement and subject to all Landfill Permit conditions and all other applicable requirements of law or regulations, District shall accept all waste delivered by Operators to the Landfill.

(b) District Landfill Operation Responsibility. District shall be solely responsible for the handling and disposal of waste delivered to the Landfill in compliance with this Agreement and for compliance with and the administration and enforcement of all agreements and regulatory requirements, including the Landfill Permits relating to the operation of the Landfill.

(c) Definition of Landfill Permits. As used in this Agreement, "Landfill Permits" shall include the Conditional Use Permit No. CUP 3141 Modification #3 approved by the County of Ventura, Waste Discharge Requirements, Order No. 96-053, approved by

the Regional Water Quality Control Board - Los Angeles Region, Revised Solid Waste Facility Permit, SWFP #56-AA-0005 approved by the California Integrated Waste Management Board and the County of Ventura Environmental Health Division acting as the Local Enforcement Agency for the California Integrated Waste Management Board and revisions to any of the above referenced permits and all other regulatory approvals necessary for the operation of the Landfill.

**4. UNACCEPTABLE AND HAZARDOUS WASTE DELIVERED TO LANDFILL.**

(a) **Definitions of Unacceptable and Hazardous Waste.** As used in this Agreement, "Unacceptable Waste" shall include the following: (1) hazardous wastes, designated wastes, or special wastes, such as liquid, oils, waxes, tars, soaps, solvents, or readily water-soluble solids, such as salts, borax, lye, caustic, or acids; (2) semi-solid wastes (waste containing less than fifty percent solids); (3) materials which are of a toxic nature, such as insecticides, poisons, or radioactive materials; (4) infectious materials or hospital or laboratory wastes, except those authorized for disposal to land by official agencies charged with control of plant, animal, and human disease; (5) pesticide containers, unless they are rendered nonhazardous by triple rinsing; and (6) septic tank or chemical toilet wastes. "Hazardous Waste" shall mean any waste managed under Article 1, Chapter 11, Division 4.5 (section 66261.3 *et seq.*) of Title 22 of the California Code of Regulations.

(b) **District Refusal Rights.** District shall dispose of all waste delivered to the Landfill by Operators; provided, however, that District may refuse delivery of (1) any waste delivered in excess of the tonnage specifications set forth above, (2) any waste delivered at hours outside the Landfill's established operating hours, (3) any waste that contains Unacceptable Waste in abnormal quantities or Hazardous Waste in any quantities, and (4) any waste delivered when the Landfill has been closed to comply with conditions of its operating permits.

(c) **Screening and Removal of Unacceptable Waste and/or Hazardous Waste.** Operators shall not knowingly deliver, and shall use all legal means reasonably available in cooperation with District to prevent the delivery of Unacceptable Waste and/or Hazardous Waste to the Landfill. District may inspect all vehicles delivering waste to the Landfill and all waste delivered, before or after unloading, for the presence of Unacceptable Waste and/or Hazardous Waste. District and Operators shall conduct approved waste load checking programs in compliance with all applicable laws.

(d) **Disposal Responsibility and Costs.** District shall remove and dispose of, or cause the removal and disposal of, all Unacceptable Waste and Hazardous Waste delivered to the Landfill. Operators shall pay District, in addition to the Landfill Fee, all costs and expenses incurred by District in connection with its obligations under this section.

5. **OUT-OF-COUNTY WASTE RESTRICTION.** Operators shall deliver and District shall accept for disposal at the Landfill only waste generated in the County of Ventura, except for waste generated within the incorporated boundaries of the City of Carpinteria, California, which Operators shall deliver in Transfer Loads after processing at the Station, not to exceed sixty-five (65) tons per day.

6. **LANDFILL FEES.**

(a) **Landfill Fees.** In consideration for District's obligations hereunder, District shall charge Operators and Operators shall pay to District, all applicable landfill fees and charges ("Landfill Fees"). The Landfill Fees shall be established at a rate necessary to recover all reasonable costs of providing the services provided by District and shall be calculated per ton of waste Operators are obligated and allowed to deliver to the Landfill. Except for the fees as specifically otherwise provided herein with respect to Operators' Direct Haul Loads and Transfer Loads, all fees and charges set forth in District's Ordinance No. VRSD-107, as revised by subsequent ordinances ("Fee Ordinance"), shall be applicable to other waste services performed by District. For example, the Fee Ordinance shall establish the charges related to special pull-offs, tires, alternative daily cover and other specialized services. The Landfill Fee for Direct Haul Loads and for Transfer Loads delivered pursuant to this Agreement shall be established and adjusted by the District Board of Directors in accordance with the terms of this Agreement. In consideration of the economy of scale achieved by District as a result of Operators' delivery commitments hereunder and notwithstanding any other provision of this Agreement, the Landfill Fee for Transfer Loads charged Operators under this Agreement shall be at least 5% less than the Disposal Fee for Transfer Loads charged pursuant to the Fee Ordinance. Notwithstanding any other provision of this Agreement, the per ton Landfill Fee for Transfer Loads or Direct Haul Loads delivered under this Agreement shall be no greater than the lowest per ton Landfill Fee for waste of a similar character and tonnage, unless the parties otherwise agree by a separate written agreement.

(b) **Establishment of Operators' Direct Haul Loads and Transfer Loads Disposal Fees.** Effective January 1, 2011, the Disposal Fees for Operators' Direct Haul Loads, delivered under this Agreement shall be \$38.94 per ton. Effective January 1, 2011, Disposal Fees for Operators' Transfer Loads delivered under this Agreement shall be \$31.00 per ton. The fees set forth above in this subsection shall remain in effect through June 30, 2011. Effective July 1, 2011, and every July of each year thereafter, the amount of said fees may be adjusted at a Regular Meeting of the District Board of Directors. Operators shall be provided written notice of any proposed fee increase at least sixty (60) days prior to the District Board of Directors Regular Meeting where such fees are to be considered. The District's Board of Directors shall review the fees and make adjustments, if any, based on the following factors:

(1) Evaluation of current information relating to the Landfill, including review of: 1) current users, tonnage and capacity, 2) regulatory requirements, 3) projected costs of the existing and future operations and facilities, and 4) alternative



methodologies for establishing fair and equitable charges. The planning, engineering, and financial studies associated with these evaluations shall be utilized during the development of District's Fiscal Year Final Budget ("Budget"), which is adopted by the Board of Directors annually; and

(2) Consideration of budgets, operations plans, capital improvement programs, reserve studies and financial and engineering reports (collectively referred to as the "Landfill Record") which shall be made available to the public. The financial requirements of District, as shown in the Landfill Record, including District's most recently approved Budget, shall be based on current, reliable information and data relating to use projections, regulatory requirements, total system and facility operation, construction, maintenance and replacement costs, general administrative costs, including legal, accounting and other professional service costs, and capital costs; and

(3) Determination of any adjustments required to ensure adequate revenues to finance the improvements and programs necessary to implement the mandated disposal regulations, maintain and improve facilities, and to retire any debt incurred to finance such improvements in a reasonable manner, and to provide for the maintenance of prudent and reasonable reserves.

## **7. MEASUREMENT.**

(a) The tonnage used to calculate the Landfill Fee shall be based on the weight of each loaded transfer truck measured at the weight scales described below minus the certified tare weight for each truck. District may install, operate, and maintain an adequate scale system at the Landfill. Until District's scales are operational, trucks shall be weighed at the Station. Whichever party is operating the scale shall maintain and make available to the other party the following information: (1) Day of the week; (2) Calendar date; (3) Time of day; (4) Vehicle identification; and (5) Total number of tons of waste delivered to the Landfill that is accepted by District. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. Gold Coast shall establish the tare weight of each transfer truck. Gold Coast shall allow District to provide a number or device to be inserted in or on each truck that will identify the truck to the weigh master or an automated scanner or to provide such other device or means necessary to identify trucks using an unattended, automated system.

## **8. PAYMENT OF LANDFILL FEES.**

(a) **Monthly Statement.** On or before the tenth (10<sup>th</sup>) working day following the end of any month for which payments are required to be made under this Agreement ("Billing Period"), District shall submit to Operators a bill setting forth the Landfill Fees for such prior month based on the number of tons delivered and accepted by District and the price per ton established pursuant to the Agreement. On or before the twentieth (20<sup>th</sup>) working day following the date of such bill, Operators shall pay (or cause Harrison

Hauler or any other related hauler or city to pay) to District the full amount of such Landfill Fees.

(b) **Disputes.** If Operators dispute any amount billed by District in any Billing Statement, Operators shall nonetheless pay the billed amount and shall provide District with written objection within twenty (20) working days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to Operators for its objection to or disagreement with such amount. If Operators and District are not able to resolve such dispute within twenty (20) working days after Operators' objection, either party may pursue legal remedies.

(c) **Failure to Pay Bill.** If payment in full of any bill rendered by District is not made as required, an initial late charge of one and one-half percent (1.5%) and the unpaid balance shall bear an additional interest charge of one and one-half percent (1.5%) per month until full payment is made. District shall also be entitled to recover its reasonable expenses, including attorneys fees, incurred in obtaining payment of any unpaid balance hereunder.

## **9. OPERATING DAYS AND HOURS.**

(a) The Landfill's operating days and hours for receiving waste will be established by District Resolution and made available to Operators. The Landfill shall be open Monday through Friday except for established holidays and closures District determines to be necessary to comply with the Landfill's operating permits or other regulatory requirements. The Landfill may be opened on Saturdays to accommodate Operators' tonnage, subject to written agreement by the parties as to any additional terms.

(b) When Landfill is closed during established operating hours for any reason, District shall notify Operators by telephone of such closures as soon as reasonably possible and, notwithstanding any other provision of this Agreement, Operators shall bear no obligation to deliver waste or pay Landfill Fees for the period of such closures and until the site is reopened and District notifies Operators of the reopening. In order to allow Operators to provide for alternative disposal of waste during Landfill closures, Operators may make contractual arrangements, notwithstanding the Solid Waste Delivery Commitments set forth in Section 2 above, to deliver up to five thousand (5,000) tons per year to another landfill. It is understood that Operators may be required to honor such contractual arrangements regardless of whether there are Landfill Closures or not. Subject to such contractual arrangements, Operators shall use commercially reasonable efforts to minimize the usage of other landfills in the event of a Landfill Closure. District shall use commercially reasonable efforts to minimize Landfill closures and periodically meet with Operators to discuss methods of reducing the impact to Operators of such closures.

**10. LANDFILL RULES AND TRAFFIC.** Operators shall safely and efficiently dispose of waste from Gold Coast or Harrison Hauler vehicles onto the designated disposal area at the Landfill. Operators recognize that Operators will not be the only user of the

Landfill and shall not interfere with other landfill operations. Operators shall obey all instructions, either verbal or written, provided by District. Operators shall perform their obligations under this Agreement in accordance with the following:

(a) Operators shall comply with all traffic and trucking requirements set forth in Exhibit A hereto which is incorporated herein by reference. District may revise Exhibit A to reflect new regulatory requirements regarding traffic and trucking.

(b) All equipment, including all tractors and trailers shall be maintained and operated in conformance with all laws and regulations governing the use of such equipment;

(c) All drivers shall be properly trained and licensed;

(d) All waste hauling vehicles shall be covered while on the road;

(e) All vehicles shall observe all posted speed limit and traffic warning signs on and off the Landfill. All vehicles shall drive at safe speeds and use low gears and caution driving down hills, and reduce speed to allow for road, weather, traffic and load;

(f) Trucks backing up to unload shall do so slowly and cautiously;

(g) Trucks while in operation shall keep all doors secured;

(h) Drivers and/or helpers shall remain in immediate vicinity of truck;

(i) Trucks shall unload only in areas designated by District personnel;

(j) No salvaging shall be conducted at any time;

(k) Smoking shall be prohibited within the boundaries of the Landfill, except within designated smoking areas approved by the Fire Department; and

(l) Injury or damage to persons or equipment shall be reported to District personnel prior to leaving the site. Any damaged truck shall not be moved prior to reporting.

**11. RANDOM INSPECTION OF WASTE HAULING VEHICLES.** District staff, trained in hazardous waste identification, may randomly inspect waste hauling vehicles entering the Landfill. At least two transfer trucks and five non-transfer trucks per week may be inspected. If hazardous waste materials are found, they shall be removed and disposed of in accordance with State regulations. Operators agree to cooperate with District staff in the random inspection of waste hauling vehicles, and to provide requested information to

assist District staff in the identification of the potential source of hazardous waste materials found in waste hauling vehicles.

**12. RIGHT OF SITE INSPECTION.** Subject to the provisions of the operating permits and agreements, District and Gold Coast shall permit duly authorized representatives of District and Operators to enter the Landfill and Station upon notice to the other party during usual business hours for the purpose of inspecting the same. All records of transactions relating to waste delivered to the Landfill, including, but not limited to, documents regarding the source of the waste, calibration of scales, truck maintenance and driver training shall be made available upon request.

**13. PROTECTION OF PERSONS AND PROPERTY.** Operators shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its performance, including the performance of all persons and entities hauling waste to the Landfill under this Agreement. Operators shall take all reasonable precautions for the safety of, and provide for reasonable protection to prevent damage, injury or loss to, all Operators, District and other related hauler employees and all other persons who may be affected thereby and other property at the Landfill site or adjacent thereto, including roadways, structures and utilities. Operators shall promptly remedy all damage or loss to any property referred to above caused in whole or in part by Operators or other related haulers or contractors or anyone directly or indirectly employed by any of them. Operators shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

**14. COMPLIANCE WITH LAWS AND ORDINANCES.** Operators shall keep itself fully informed of all laws, ordinances, regulations, orders and permits which in any manner affect those engaged and employed herein or the materials used, or which in any way affect the conduct of operations on or off the Landfill site, including all permit conditions and other requirements relating to the Landfill operation. Operators at all times shall observe and comply with, and shall cause all of its agents, employees and contractors to observe and comply with, all such existing and future laws, ordinances, regulations, orders and permits, and shall hold harmless, indemnify and defend District and its directors, officers and employees from liability for violations of such requirements caused by Operators or other related haulers or contractors. Operators or other related haulers and subcontractors shall obtain all licenses and permits required to perform work under this Agreement. Evidence of such permits and licenses shall be provided to District upon request by District.

**15. RECORDS AND ACCOUNTS.** District and Operators shall each, respectively, keep proper books of record and account (separate from all other records and accounts), in which complete and correct entries shall be made of the transactions relating to the Landfill and Station, including records of the quantity, quality and other characteristics of waste delivered by Operators and accepted by District. Such books shall

at all reasonable times be subject to the inspection of the Authorized Representative of the other party.

**16. INDEMNITY.**

(a) **District.** District agrees to hold Operators harmless from and to indemnify and defend Operators against any and all liabilities, claims, actions, lawsuits, costs and expenses, including reasonable attorney fees, liens, judgments and demands, including but not limited to claims of damage to property, bodily injury or death, which may be suffered by Operators, its employees, agents, representatives and/or independent contractors, due to or arising out of the District's operations at the Landfill by District, its employees, agents, representatives and independent contractors, except to the extent such claim(s) result from the negligence or willful misconduct of Operators or its employees, agents, representatives, haulers and/or independent contractors.

(b) **Operators.** Operators agree to hold District harmless from and to indemnify and defend District against any and all liabilities, claims, actions, lawsuits, costs and expenses, including reasonable attorney fees, liens, judgments and demands, including but not limited to claims of damage to property, bodily injury or death, which may be suffered by District, its employees, agents, representatives and its independent contractors or third parties, due to or arising out of Operators' operations upon or in the vicinity of Station or Landfill or any haul route by Operators or their employees, agents, representatives, haulers and/or independent contractors, except to the extent such claim(s) result from the negligence or willful misconduct of District or its employees, agents, representatives and/or independent contractors.

**17. INSURANCE.**

(a) **Minimum Coverage.** Operators will not commence or continue to perform under this Agreement unless Operators have provided for insurance coverage for any liability, loss, expense or claim which may arise out of or result from Operators performance under this Agreement, whether such performance be by Operators or by any hauler or contractor or anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable, with the following limits:

(1) General liability insurance, including comprehensive form, premises operation and broad form property damage coverage, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit coverage;

(2) Automobile liability insurance, including comprehensive form including loading and unloading, owned, hired and non-owned coverage, with a limit of not less than Five Million Dollars (\$5,000,000) combined single limit coverage;

(3) Contractual personal injury liability and contractual property damage insurance covering liability assumed under this Agreement, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit coverage; and

(4) Workers' compensation insurance as required by law.

(b) **Certificates.** Certificates of insurance acceptable to District shall be filed with District prior to commencement of any operation or performance under this Agreement. These certificates shall provide that District is an insured for coverage in (1), (2) and (3) above, that the insurance afforded shall be primary insurance, and that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to District.

## **18. SUCCESSORS/ASSIGNMENT/SUBCONTRACTORS.**

(a) **Binding on Successors.** District and Operators each binds itself and its successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement.

(b) **Assignment.** Operators may assign this Agreement provided that before any such assignment becomes effective, Operators shall obtain a written acknowledgment by the assignee(s) that the assignee(s) are obligated and bound by all the terms hereof as Operators' successor hereunder.

(c) **Responsibility for Subcontractors.** Operators shall be fully responsible for all acts and omissions of its haulers, subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.

**19. RELATIONSHIP OF OPERATORS TO DISTRICT.** It is expressly understood between the parties hereto that no employee-employer relationship is intended, the relationship of Operators to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Operators. Operators are solely responsible for selecting the means, methods and procedures for performing hereunder, and for coordinating all portions of its performance so the results will be satisfactory to District.

## **20. DEFAULT/REMEDIES.**

(a) **Default by Operators.** Operators shall be deemed in default under this Agreement only if Operators shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein agreed to be performed by Operators, and such failure to perform is not cured within sixty (60) days after written notice

specifying the nature and extent of such failure has been given to Operators. Upon Operators' failure to cure such default, District, at its option, may declare this Agreement terminated effective upon such date as District shall designate.

(b) **Default by District.** District shall be deemed in default under this Agreement only if District shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein agreed to be performed by District, and such failure to perform is not cured within sixty (60) days after written notice specifying the nature and extent of any such failure has been given to District. Upon District's failure to cure such default, Operators, at their option, may declare this Agreement terminated effective upon such date as Operators shall designate.

(c) **Remedies and Waiver.** Except as otherwise herein expressly provided, all rights and remedies of either party shall be cumulative and none shall exclude any other right or remedy allowed by law; the exercise by either party of any remedy provided for herein or by law shall not be to the exclusion of any other remedy. Either party's failure to take advantage of any default or breach of covenant on the part of the other party shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or lessen the right of either party to insist upon the performance by the other of any term, covenant or condition hereof, or to exercise any rights given it on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same right or any other subsequent breach or default.

21. **ATTORNEY FEES.** In the event that either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this contract, or to interpret any term, covenant or condition, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable out-of-pocket expenses (including, but not limited to phone calls, photocopying, expert witnesses, travel, etc.) and reasonable attorney fees to be fixed by the court, and such recovery shall include court costs and attorney fees on appeal, if any. The court will determine who the "prevailing party" is whether or not the suit proceeds to final judgment.

## 22. **GENERAL PROVISIONS.**

(a) **Time.** Time is of the essence of this Agreement. Any reference herein to days, unless otherwise defined, shall be interpreted as referring to calendar days.

(b) **Notices.** Any notice to be given under this Agreement shall be in writing and shall be deemed given two (2) days after being sent by first class mail, addressed to:

**District:**

Ventura Regional Sanitation District  
1001 Partridge Drive, Suite 150  
Ventura, California 93003-5562

**Gold Coast:**

Gold Coast Recycling and Transfer Station, Inc.  
5275 Colt Street  
Ventura, California 93003

**Harrison:**

E.J. Harrison and Sons, Inc.  
5275 Colt Street  
Ventura, California 93003

or to such other address as either party may designate hereinafter in writing delivered to the other party.

**(c) Governing Law/Venue.** This Agreement, and all matters relating to this Agreement, shall be governed by the laws of the State of California in force at the time any need for interpreting this Agreement or any decision or holding concerning this Agreement arises. Venue for any judicial action relating to this Agreement shall be in Ventura County.

**(d) Severability.** If any clause, provision, paragraph, section or article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, paragraph, section or article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, paragraph, section or article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

**(e) Prior Understandings and Usage.** This Agreement contains the entire agreement between the parties and supersedes all previous written or oral negotiations, commitments, understandings, proposals and writings. It is expressly understood by the parties that the terms of this Agreement shall not be modified by course of performance, course of dealing, usage or informal arrangements which may occur from



time to time over the term of this Agreement or by evidence of additional terms not expressly contained in this Agreement.

(f) **Amendments.** No amendments to this Agreement may be made except by a writing signed by the parties.

(g) **Execution.** The parties have executed this Agreement as of the date first stated above. This Agreement may be executed in counterparts with the same force and effect as if one document were signed by all parties.

GOLD COAST RECYCLING AND TRANSFER STATION, INC.

By: Jim Harrison  
Jim Harrison

By: Vice Pres.

VENTURA REGIONAL SANITATION DISTRICT

By: Charlotte Craven  
Charlotte Craven, Chairman  
Board of Directors

E.J. HARRISON AND SONS, INC.

By: Jim Harrison  
Jim Harrison

By: Vice Pres.

ATTEST:

Jessie Guzman  
Jessie Guzman  
Clerk of the Board

Approved as to form:

ARNOLD, BLEUEL, LAROCHELLE,  
MATHEWS & ZIRBEL, LLP

By: Mark A. Zirbel  
Mark A. Zirbel  
District General Counsel

## **EXHIBIT A**

### **SPECIAL TRUCKING PROVISIONS**

The terms of this Exhibit shall apply to the party providing the trucking services for hauling of waste under this Agreement. The term "Operator" shall be deemed to include Operators' and their trucking subcontractors.

1. Delivery shall be made during the operating days and hours as described in Section 9 of this Agreement.

a. Operator is restricted from making a left turn from eastbound Highway 126 onto Toland Road between 8:00 am to 8:30 am, and then 2:30 pm to 3:00 pm every day that the Santa Clara School is in session.

b. Operator is restricted from making a left turn onto eastbound Highway 126 from Toland Road between 4:00 pm and 6:00 p.m.

c. Operator shall not use the Sespe Underpass.

d. Equipment entering the Landfill will pass the District-operated scalehouse and merge with other Landfill traffic restrictions. At all times, Operator shall take reasonable precautions to avoid interference with District operations and the creation of any safety hazard.

e. Any driver that does not comply with the restrictions set forth herein shall be banned from the Toland Landfill.

2. All waste will be dumped as close to previously dumped waste at the Landfill operating face or as directed by District's appointed personnel.

3. The delivery is to be under the supervision of the District, on the Toland Landfill property. All activities and delivery shall comply with applicable local, State and Federal health and safety rules. The Operator shall comply with applicable codes and permit conditions.

4. Smoking shall not be permitted in any area, which has not been specifically designated as a "Smoking Area". Operator is not permitted to do any "hotwork" such as welding on site.

5. The following measures are required to assure non-interference by the Operator with District operations:

a. The Operator must provide continuous access to the active refuse dumping area.

b. The Operator must follow posted speed limit signs and comply with all District rules regarding traffic control and other activity occurring on Toland Landfill.

c. The Operator shall comply with other directions of the Landfill Superintendent.

6. Trucks and equipment are strictly prohibited from traveling on areas that may generate dust without watering or otherwise controlling dust beforehand. If dust control is not manageable during periods of high winds the District will stop delivery until weather conditions improve.

7. The Operator should only use "Jake Brakes" on Toland Road from Highway 126 to the Landfill and/or while on the Toland Landfill when absolutely necessary.

**VRSD CONTRACT NO. 10-041-1**

**AMENDMENT NO. 1 TO CONTRACT NO. 10-41**

**AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
GOLD COAST RECYCLING AND TRANSFER STATION, INC.  
AND  
E.J. HARRISON AND SONS, INC.**

THIS AMENDMENT is made and entered into October 20, 2011, by and between Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code 4700 *et. seq.* ("District"), and Gold Coast Recycling and Transfer Station, Inc., a California corporation ("Gold Coast"), and E.J. Harrison and Sons, Inc., a California corporation ("Harrison").

**RECITALS**

- A. On December 16, 2010, District, Gold Coast and Harrison entered into an Agreement for Waste Disposal at Toland Road Landfill ("Agreement"); and
- B. District, Gold Coast and Harrison have agreed to amendments to the Agreement relating to the disposal of Direct Haul Loads.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree that VRSD Contract No. 10-041, a copy of which is attached hereto as Exhibit A, shall remain in full force and effect, except as provided below.

1. **TERM.** The following language shall be added to Section 1 of the Agreement:

**"1(a) Direct Haul Load Agreement Term. Notwithstanding the provisions of Section 1 above, with respect to Direct Haul Loads, this Agreement shall terminate May 30, 2016. The parties may agree to an extension of this term by a written Amendment executed by the parties."**

2. **Solid Waste Delivery Commitments.** The following language shall be added to Section 2 of the Agreement:

**2(e) Santa Clara Valley Commitment Cancellation.** Notwithstanding Section 2(b) above, with respect to Direct Haul Loads, in the event District increases Landfill Fees charged per ton for Direct Haul Loads under Section 6 below, Operators shall no longer be obligated to deliver Direct Haul Loads to the Landfill."

3. **Landfill Fees.** The following language shall be added to Section 6 of the Agreement:

**6(b)(1). Direct Haul Landfill Fees.** Effective June 1, 2011, Landfill Fees for all Direct Haul Loads delivered to the Landfill by Operators under this Agreement shall be calculated at the rate of \$34.00 per ton."

4. **Execution.** The parties have executed this Agreement as of the date first stated above. This Agreement may be executed in counterparts with the same force and effect as if one document were signed by all parties.

GOLD COAST RECYCLING AND TRANSFER STATION, INC.

By: Jim Harrison  
Jim Harrison, Vice President

VENTURA REGIONAL SANITATION DISTRICT

By: James Monahan  
James Monahan, Chairman  
Board of Directors

E.J. HARRISON AND SONS, INC.

By: Jim Harrison  
Jim Harrison, Vice President

ATTEST:

By: Josie Guzman  
Josie Guzman  
Clerk of the Board

Approved as to form:

ARNOLD BLEUEL LAROCHELLE  
MATHEWS & ZIRBEL, LLP

By: Mark A. Zirbel  
Mark A. Zirbel  
District General Counsel

**VRSD CONTRACT NO. 10-041**

**AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
GOLD COAST RECYCLING AND TRANSFER STATION, INC.  
AND  
E.J. HARRISON AND SONS, INC.**

THIS AGREEMENT is made and entered into December 16, 2010, by and between Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code 4700 *et. seq.* ("District"), and Gold Coast Recycling Transfer Station, Inc., a California corporation ("Gold Coast"), and E.J. Harrison and Sons, Inc., a California corporation ("Harrison").

**RECITALS**

A. District is a county sanitation district created pursuant to California Health & Safety Code §4700 *et seq.*; and

B. District is authorized to provide public services related to the acquisition, construction, replacement, maintenance and operation of disposal systems and facilities; and

C. District owns and operates a solid waste disposal facility known as Toland Road Landfill ("Landfill") located at 3500 North Toland Road in the unincorporated area of the County of Ventura; and

D. Gold Coast owns and operates the Gold Coast Recycling and Transfer Station located at 5275 Colt Street, Ventura, California ("Station"); and

E. Harrison owns and operates solid waste hauling, recycling, and disposal businesses in Ventura County. Harrison and its affiliated businesses, including Santa Clara Valley Disposal Company, are herein collectively referred to as "Harrison Haulers"; and

F. Gold Coast and Harrison, including Harrison Haulers, are collectively referred to herein as "Operators". The Operators coordinate their operations relating to disposal of solid waste at the Landfill; and

G. Operators desire to secure an environmentally sound, economic and reliable method of disposal of solid waste transported to the Landfill and District desires to secure a reliable supply of solid waste transported to the Landfill.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the parties agree as follows:

1. **TERM.** The term of this Agreement shall commence January 1, 2011, and shall terminate December 31, 2020. The parties to this Agreement may agree to extensions of this term to May 31, 2027 by written notice of extension executed by the parties.

2. **SOLID WASTE DELIVERY COMMITMENTS.**

(a) **Definitions of Waste, Transfer Loads and Direct Haul Loads.** As used in this Agreement, "Refuse", "Waste" and "waste" shall mean solid waste material legally permitted for disposal at the Landfill. "Tons" shall mean tons of waste disposed of at the Landfill. "Transfer Loads" shall mean Residual Solid Waste loaded into covered transfer trucks carrying at least twenty tons of waste, based on an average weight calculated over one month. "Residual Solid Waste" shall mean waste remaining after processing of waste has taken place at the Station. The processing may include the separation, recovery, volume reduction, or conversion of waste and shall include hazardous waste load checking procedures as required by law and the Station's operating permits. "Direct Haul Loads" shall mean waste loaded into packer trucks and other legally permitted trucks for direct delivery to the Landfill. Direct Haul Loads are also referred to as "Refuse not transported by transfer trucks".

(b) **Commitment of All Waste Collected, Processed and/or Transported by Gold Coast and/or Operator.** Operators shall cause all Waste collected for, processed at and/or transported from the Station to be delivered as Transfer Loads to the Landfill, subject to the maximum tonnage specifications, exceptions, and other terms set forth herein. Operators shall also cause to be delivered to the Landfill all waste collected by Operators in the Santa Clara Valley by Harrison Haulers, subject to the maximum tonnage specifications, exceptions, and other terms set forth herein. Waste collected in the Santa Clara Valley may be delivered as Direct Haul Loads or as Transfer Loads.

(c) **Maximum Tonnage Specifications.**

(1) **Station.** Operators shall deliver to the Landfill all of the waste collected for, processed at and/or transported from the Station, including waste generated in the Santa Clara Valley and processed at the Station, up to a maximum of the "Maximum Station Specified Tonnage". Effective at the start of the term stated above, the Maximum Station Specified Tonnage shall be one thousand (1,000) tons per Operating Day, as established under Section 9 below. Following consultation between District and Operators and following one hundred eighty (180) days' prior written notice to Operators, the Maximum Station Specified Tonnage may be revised by the District's Board of Directors at a public meeting to a stated

number of tons per Operating Day which stated number shall be a number between (1) the average tonnage collected for, processed at and transported from the Station to be delivered to the Landfill calculated over the preceding twelve (12) months, and (2) 1,400 tons per Operating Day.

(2) Santa Clara Valley. Harrison Haulers shall deliver to the Landfill all waste they collect in the Santa Clara Valley as Direct Haul Loads to the Landfill up to a maximum of eighty-five (85) tons per Operating Day, as established in Section 9 below ("Maximum Valley Specified Tonnages"). Following the consultation between the District and the Operators and following one hundred eighty (180) days' prior written notice, the Maximum Valley Specified Tonnage may be revised by the District's Board of Directors at a public meeting to a stated number of tons per Operating Day which stated number shall be a number between (1) the average tonnage collected in the Santa Clara Valley for delivery to the Landfill, calculated over the preceding twelve (12) months, and (2) 200 tons.

(3) Agreements Regarding Tonnage Modifications and Saturday Operations. In consideration of all service commitments, the parties may modify the Maximum Station Specified Tonnage and/or the Maximum Valley Specified Tonnage for any period of time subject to the terms of a written agreement of the parties. Deliveries of waste on Saturdays may also be made pursuant to the special terms of a separate written agreement of the parties.

(d) Title to Waste. Operators warrant that they have good title to all waste delivered under this Agreement. Title to all waste delivered by Operators to the Landfill under this Agreement shall be conveyed to District upon acceptance by District, provided that all Unacceptable Waste and Hazardous Waste shall remain the property of Operators .

### 3. DISTRICT SERVICE COMMITMENT.

(a) Commitment to Accept Waste. Subject to all the terms of this Agreement and subject to all Landfill Permit conditions and all other applicable requirements of law or regulations, District shall accept all waste delivered by Operators to the Landfill.

(b) District Landfill Operation Responsibility. District shall be solely responsible for the handling and disposal of waste delivered to the Landfill in compliance with this Agreement and for compliance with and the administration and enforcement of all agreements and regulatory requirements, including the Landfill Permits relating to the operation of the Landfill.

(c) Definition of Landfill Permits. As used in this Agreement, "Landfill Permits" shall include the Conditional Use Permit No. CUP 3141 Modification #3 approved by the County of Ventura, Waste Discharge Requirements, Order No. 96-053, approved by



the Regional Water Quality Control Board - Los Angeles Region, Revised Solid Waste Facility Permit, SWFP #56-AA-0005 approved by the California Integrated Waste Management Board and the County of Ventura Environmental Health Division acting as the Local Enforcement Agency for the California Integrated Waste Management Board and revisions to any of the above referenced permits and all other regulatory approvals necessary for the operation of the Landfill.

**4. UNACCEPTABLE AND HAZARDOUS WASTE DELIVERED TO LANDFILL.**

(a) **Definitions of Unacceptable and Hazardous Waste.** As used in this Agreement, "Unacceptable Waste" shall include the following: (1) hazardous wastes, designated wastes, or special wastes, such as liquid, oils, waxes, tars, soaps, solvents, or readily water-soluble solids, such as salts, borax, lye, caustic, or acids; (2) semi-solid wastes (waste containing less than fifty percent solids); (3) materials which are of a toxic nature, such as insecticides, poisons, or radioactive materials; (4) infectious materials or hospital or laboratory wastes, except those authorized for disposal to land by official agencies charged with control of plant, animal, and human disease; (5) pesticide containers, unless they are rendered nonhazardous by triple rinsing; and (6) septic tank or chemical toilet wastes. "Hazardous Waste" shall mean any waste managed under Article 1, Chapter 11, Division 4.5 (section 66261.3 *et seq.*) of Title 22 of the California Code of Regulations.

(b) **District Refusal Rights.** District shall dispose of all waste delivered to the Landfill by Operators; provided, however, that District may refuse delivery of (1) any waste delivered in excess of the tonnage specifications set forth above, (2) any waste delivered at hours outside the Landfill's established operating hours, (3) any waste that contains Unacceptable Waste in abnormal quantities or Hazardous Waste in any quantities, and (4) any waste delivered when the Landfill has been closed to comply with conditions of its operating permits.

(c) **Screening and Removal of Unacceptable Waste and/or Hazardous Waste.** Operators shall not knowingly deliver, and shall use all legal means reasonably available in cooperation with District to prevent the delivery of Unacceptable Waste and/or Hazardous Waste to the Landfill. District may inspect all vehicles delivering waste to the Landfill and all waste delivered, before or after unloading, for the presence of Unacceptable Waste and/or Hazardous Waste. District and Operators shall conduct approved waste load checking programs in compliance with all applicable laws.

(d) **Disposal Responsibility and Costs.** District shall remove and dispose of, or cause the removal and disposal of, all Unacceptable Waste and Hazardous Waste delivered to the Landfill. Operators shall pay District, in addition to the Landfill Fee, all costs and expenses incurred by District in connection with its obligations under this section.

5. **OUT-OF-COUNTY WASTE RESTRICTION.** Operators shall deliver and District shall accept for disposal at the Landfill only waste generated in the County of Ventura, except for waste generated within the incorporated boundaries of the City of Carpinteria, California, which Operators shall deliver in Transfer Loads after processing at the Station, not to exceed sixty-five (65) tons per day.

6. **LANDFILL FEES.**

(a) **Landfill Fees.** In consideration for District's obligations hereunder, District shall charge Operators and Operators shall pay to District, all applicable landfill fees and charges ("Landfill Fees"). The Landfill Fees shall be established at a rate necessary to recover all reasonable costs of providing the services provided by District and shall be calculated per ton of waste Operators are obligated and allowed to deliver to the Landfill. Except for the fees as specifically otherwise provided herein with respect to Operators' Direct Haul Loads and Transfer Loads, all fees and charges set forth in District's Ordinance No. VRSD-107, as revised by subsequent ordinances ("Fee Ordinance"), shall be applicable to other waste services performed by District. For example, the Fee Ordinance shall establish the charges related to special pull-offs, tires, alternative daily cover and other specialized services. The Landfill Fee for Direct Haul Loads and for Transfer Loads delivered pursuant to this Agreement shall be established and adjusted by the District Board of Directors in accordance with the terms of this Agreement. In consideration of the economy of scale achieved by District as a result of Operators' delivery commitments hereunder and notwithstanding any other provision of this Agreement, the Landfill Fee for Transfer Loads charged Operators under this Agreement shall be at least 5% less than the Disposal Fee for Transfer Loads charged pursuant to the Fee Ordinance. Notwithstanding any other provision of this Agreement, the per ton Landfill Fee for Transfer Loads or Direct Haul Loads delivered under this Agreement shall be no greater than the lowest per ton Landfill Fee for waste of a similar character and tonnage, unless the parties otherwise agree by a separate written agreement.

(b) **Establishment of Operators' Direct Haul Loads and Transfer Loads Disposal Fees.** Effective January 1, 2011, the Disposal Fees for Operators' Direct Haul Loads, delivered under this Agreement shall be \$38.94 per ton. Effective January 1, 2011, Disposal Fees for Operators' Transfer Loads delivered under this Agreement shall be \$31.00 per ton. The fees set forth above in this subsection shall remain in effect through June 30, 2011. Effective July 1, 2011, and every July of each year thereafter, the amount of said fees may be adjusted at a Regular Meeting of the District Board of Directors. Operators shall be provided written notice of any proposed fee increase at least sixty (60) days prior to the District Board of Directors Regular Meeting where such fees are to be considered. The District's Board of Directors shall review the fees and make adjustments, if any, based on the following factors:

(1) Evaluation of current information relating to the Landfill, including review of: 1) current users, tonnage and capacity, 2) regulatory requirements, 3) projected costs of the existing and future operations and facilities, and 4) alternative

methodologies for establishing fair and equitable charges. The planning, engineering, and financial studies associated with these evaluations shall be utilized during the development of District's Fiscal Year Final Budget ("Budget"), which is adopted by the Board of Directors annually; and

(2) Consideration of budgets, operations plans, capital improvement programs, reserve studies and financial and engineering reports (collectively referred to as the "Landfill Record") which shall be made available to the public. The financial requirements of District, as shown in the Landfill Record, including District's most recently approved Budget, shall be based on current, reliable information and data relating to use projections, regulatory requirements, total system and facility operation, construction, maintenance and replacement costs, general administrative costs, including legal, accounting and other professional service costs, and capital costs; and

(3) Determination of any adjustments required to ensure adequate revenues to finance the improvements and programs necessary to implement the mandated disposal regulations, maintain and improve facilities, and to retire any debt incurred to finance such improvements in a reasonable manner, and to provide for the maintenance of prudent and reasonable reserves.

## **7. MEASUREMENT.**

(a) The tonnage used to calculate the Landfill Fee shall be based on the weight of each loaded transfer truck measured at the weight scales described below minus the certified tare weight for each truck. District may install, operate, and maintain an adequate scale system at the Landfill. Until District's scales are operational, trucks shall be weighed at the Station. Whichever party is operating the scale shall maintain and make available to the other party the following information: (1) Day of the week; (2) Calendar date; (3) Time of day; (4) Vehicle identification; and (5) Total number of tons of waste delivered to the Landfill that is accepted by District. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. Gold Coast shall establish the tare weight of each transfer truck. Gold Coast shall allow District to provide a number or device to be inserted in or on each truck that will identify the truck to the weigh master or an automated scanner or to provide such other device or means necessary to identify trucks using an unattended, automated system.

## **8. PAYMENT OF LANDFILL FEES.**

(a) **Monthly Statement.** On or before the tenth (10<sup>th</sup>) working day following the end of any month for which payments are required to be made under this Agreement ("Billing Period"), District shall submit to Operators a bill setting forth the Landfill Fees for such prior month based on the number of tons delivered and accepted by District and the price per ton established pursuant to the Agreement. On or before the twentieth (20<sup>th</sup>) working day following the date of such bill, Operators shall pay (or cause Harrison

Hauler or any other related hauler or city to pay) to District the full amount of such Landfill Fees.

(b) **Disputes.** If Operators dispute any amount billed by District in any Billing Statement, Operators shall nonetheless pay the billed amount and shall provide District with written objection within twenty (20) working days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to Operators for its objection to or disagreement with such amount. If Operators and District are not able to resolve such dispute within twenty (20) working days after Operators' objection, either party may pursue legal remedies.

(c) **Failure to Pay Bill.** If payment in full of any bill rendered by District is not made as required, an initial late charge of one and one-half percent (1.5%) and the unpaid balance shall bear an additional interest charge of one and one-half percent (1.5%) per month until full payment is made. District shall also be entitled to recover its reasonable expenses, including attorneys fees, incurred in obtaining payment of any unpaid balance hereunder.

## 9. **OPERATING DAYS AND HOURS.**

(a) The Landfill's operating days and hours for receiving waste will be established by District Resolution and made available to Operators. The Landfill shall be open Monday through Friday except for established holidays and closures District determines to be necessary to comply with the Landfill's operating permits or other regulatory requirements. The Landfill may be opened on Saturdays to accommodate Operators' tonnage, subject to written agreement by the parties as to any additional terms.

(b) When Landfill is closed during established operating hours for any reason, District shall notify Operators by telephone of such closures as soon as reasonably possible and, notwithstanding any other provision of this Agreement, Operators shall bear no obligation to deliver waste or pay Landfill Fees for the period of such closures and until the site is reopened and District notifies Operators of the reopening. In order to allow Operators to provide for alternative disposal of waste during Landfill closures, Operators may make contractual arrangements, notwithstanding the Solid Waste Delivery Commitments set forth in Section 2 above, to deliver up to five thousand (5,000) tons per year to another landfill. It is understood that Operators may be required to honor such contractual arrangements regardless of whether there are Landfill Closures or not. Subject to such contractual arrangements, Operators shall use commercially reasonable efforts to minimize the usage of other landfills in the event of a Landfill Closure. District shall use commercially reasonable efforts to minimize Landfill closures and periodically meet with Operators to discuss methods of reducing the impact to Operators of such closures.

10. **LANDFILL RULES AND TRAFFIC.** Operators shall safely and efficiently dispose of waste from Gold Coast or Harrison Hauler vehicles onto the designated disposal area at the Landfill. Operators recognize that Operators will not be the only user of the

Landfill and shall not interfere with other landfill operations. Operators shall obey all instructions, either verbal or written, provided by District. Operators shall perform their obligations under this Agreement in accordance with the following:

(a) Operators shall comply with all traffic and trucking requirements set forth in Exhibit A hereto which is incorporated herein by reference. District may revise Exhibit A to reflect new regulatory requirements regarding traffic and trucking.

(b) All equipment, including all tractors and trailers shall be maintained and operated in conformance with all laws and regulations governing the use of such equipment;

(c) All drivers shall be property trained and licensed;

(d) All waste hauling vehicles shall be covered while on the road;

(e) All vehicles shall observe all posted speed limit and traffic warning signs on and off the Landfill. All vehicles shall drive at safe speeds and use low gears and caution driving down hills, and reduce speed to allow for road, weather, traffic and load;

(f) Trucks backing up to unload shall do so slowly and cautiously;

(g) Trucks while in operation shall keep all doors secured;

(h) Drivers and/or helpers shall remain in immediate vicinity of truck;

(i) Trucks shall unload only in areas designated by District personnel;

(j) No salvaging shall be conducted at any time;

(k) Smoking shall be prohibited within the boundaries of the Landfill, except within designated smoking areas approved by the Fire Department; and

(l) Injury or damage to persons or equipment shall be reported to District personnel prior to leaving the site. Any damaged truck shall not be moved prior to reporting.

**11. RANDOM INSPECTION OF WASTE HAULING VEHICLES.** District staff, trained in hazardous waste identification, may randomly inspect waste hauling vehicles entering the Landfill. At least two transfer trucks and five non-transfer trucks per week may be inspected. If hazardous waste materials are found, they shall be removed and disposed of in accordance with State regulations. Operators agree to cooperate with District staff in the random inspection of waste hauling vehicles, and to provide requested information to

assist District staff in the identification of the potential source of hazardous waste materials found in waste hauling vehicles.

**12. RIGHT OF SITE INSPECTION.** Subject to the provisions of the operating permits and agreements, District and Gold Coast shall permit duly authorized representatives of District and Operators to enter the Landfill and Station upon notice to the other party during usual business hours for the purpose of inspecting the same. All records of transactions relating to waste delivered to the Landfill, including, but not limited to, documents regarding the source of the waste, calibration of scales, truck maintenance and driver training shall be made available upon request.

**13. PROTECTION OF PERSONS AND PROPERTY.** Operators shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its performance, including the performance of all persons and entities hauling waste to the Landfill under this Agreement. Operators shall take all reasonable precautions for the safety of, and provide for reasonable protection to prevent damage, injury or loss to, all Operators, District and other related hauler employees and all other persons who may be affected thereby and other property at the Landfill site or adjacent thereto, including roadways, structures and utilities. Operators shall promptly remedy all damage or loss to any property referred to above caused in whole or in part by Operators or other related haulers or contractors or anyone directly or indirectly employed by any of them. Operators shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

**14. COMPLIANCE WITH LAWS AND ORDINANCES.** Operators shall keep itself fully informed of all laws, ordinances, regulations, orders and permits which in any manner affect those engaged and employed herein or the materials used, or which in any way affect the conduct of operations on or off the Landfill site, including all permit conditions and other requirements relating to the Landfill operation. Operators at all times shall observe and comply with, and shall cause all of its agents, employees and contractors to observe and comply with, all such existing and future laws, ordinances, regulations, orders and permits, and shall hold harmless, indemnify and defend District and its directors, officers and employees from liability for violations of such requirements caused by Operators or other related haulers or contractors. Operators or other related haulers and subcontractors shall obtain all licenses and permits required to perform work under this Agreement. Evidence of such permits and licenses shall be provided to District upon request by District.

**15. RECORDS AND ACCOUNTS.** District and Operators shall each, respectively, keep proper books of record and account (separate from all other records and accounts), in which complete and correct entries shall be made of the transactions relating to the Landfill and Station, including records of the quantity, quality and other characteristics of waste delivered by Operators and accepted by District. Such books shall

at all reasonable times be subject to the inspection of the Authorized Representative of the other party.

**16. INDEMNITY.**

(a) **District.** District agrees to hold Operators harmless from and to indemnify and defend Operators against any and all liabilities, claims, actions, lawsuits, costs and expenses, including reasonable attorney fees, liens, judgments and demands, including but not limited to claims of damage to property, bodily injury or death, which may be suffered by Operators, its employees, agents, representatives and/or independent contractors, due to or arising out of the District's operations at the Landfill by District, its employees, agents, representatives and independent contractors, except to the extent such claim(s) result from the negligence or willful misconduct of Operators or its employees, agents, representatives, haulers and/or independent contractors.

(b) **Operators.** Operators agree to hold District harmless from and to indemnify and defend District against any and all liabilities, claims, actions, lawsuits, costs and expenses, including reasonable attorney fees, liens, judgments and demands, including but not limited to claims of damage to property, bodily injury or death, which may be suffered by District, its employees, agents, representatives and its independent contractors or third parties, due to or arising out of Operators' operations upon or in the vicinity of Station or Landfill or any haul route by Operators or their employees, agents, representatives, haulers and/or independent contractors, except to the extent such claim(s) result from the negligence or willful misconduct of District or its employees, agents, representatives and/or independent contractors.

**17. INSURANCE.**

(a) **Minimum Coverage.** Operators will not commence or continue to perform under this Agreement unless Operators have provided for insurance coverage for any liability, loss, expense or claim which may arise out of or result from Operators performance under this Agreement, whether such performance be by Operators or by any hauler or contractor or anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable, with the following limits:

(1) General liability insurance, including comprehensive form, premises operation and broad form property damage coverage, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit coverage;

(2) Automobile liability insurance, including comprehensive form including loading and unloading, owned, hired and non-owned coverage, with a limit of not less than Five Million Dollars (\$5,000,000) combined single limit coverage;

(3) Contractual personal injury liability and contractual property damage insurance covering liability assumed under this Agreement, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit coverage; and

(4) Workers' compensation insurance as required by law.

(b) **Certificates.** Certificates of insurance acceptable to District shall be filed with District prior to commencement of any operation or performance under this Agreement. These certificates shall provide that District is an insured for coverage in (1), (2) and (3) above, that the insurance afforded shall be primary insurance, and that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to District.

## 18. **SUCCESSORS/ASSIGNMENT/SUBCONTRACTORS.**

(a) **Binding on Successors.** District and Operators each binds itself and its successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement.

(b) **Assignment.** Operators may assign this Agreement provided that before any such assignment becomes effective, Operators shall obtain a written acknowledgment by the assignee(s) that the assignee(s) are obligated and bound by all the terms hereof as Operators' successor hereunder.

(c) **Responsibility for Subcontractors.** Operators shall be fully responsible for all acts and omissions of its haulers, subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.

19. **RELATIONSHIP OF OPERATORS TO DISTRICT.** It is expressly understood between the parties hereto that no employee-employer relationship is intended, the relationship of Operators to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Operators. Operators are solely responsible for selecting the means, methods and procedures for performing hereunder, and for coordinating all portions of its performance so the results will be satisfactory to District.

## 20. **DEFAULT/REMEDIES.**

(a) **Default by Operators.** Operators shall be deemed in default under this Agreement only if Operators shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein agreed to be performed by Operators, and such failure to perform is not cured within sixty (60) days after written notice



specifying the nature and extent of such failure has been given to Operators. Upon Operators' failure to cure such default, District, at its option, may declare this Agreement terminated effective upon such date as District shall designate.

(b) **Default by District.** District shall be deemed in default under this Agreement only if District shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein agreed to be performed by District, and such failure to perform is not cured within sixty (60) days after written notice specifying the nature and extent of any such failure has been given to District. Upon District's failure to cure such default, Operators, at their option, may declare this Agreement terminated effective upon such date as Operators shall designate.

(c) **Remedies and Waiver.** Except as otherwise herein expressly provided, all rights and remedies of either party shall be cumulative and none shall exclude any other right or remedy allowed by law; the exercise by either party of any remedy provided for herein or by law shall not be to the exclusion of any other remedy. Either party's failure to take advantage of any default or breach of covenant on the part of the other party shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or lessen the right of either party to insist upon the performance by the other of any term, covenant or condition hereof, or to exercise any rights given it on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same right or any other subsequent breach or default.

21. **ATTORNEY FEES.** In the event that either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this contract, or to interpret any term, covenant or condition, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable out-of-pocket expenses (including, but not limited to phone calls, photocopying, expert witnesses, travel, etc.) and reasonable attorney fees to be fixed by the court, and such recovery shall include court costs and attorney fees on appeal, if any. The court will determine who the "prevailing party" is whether or not the suit proceeds to final judgment.

## 22. **GENERAL PROVISIONS.**

(a) **Time.** Time is of the essence of this Agreement. Any reference herein to days, unless otherwise defined, shall be interpreted as referring to calendar days.

(b) **Notices.** Any notice to be given under this Agreement shall be in writing and shall be deemed given two (2) days after being sent by first class mail, addressed to:

District:

Ventura Regional Sanitation District  
1001 Partridge Drive, Suite 150  
Ventura, California 93003-5562

Gold Coast:

Gold Coast Recycling and Transfer Station, Inc.  
5275 Colt Street  
Ventura, California 93003

Harrison:

E.J. Harrison and Sons, Inc.  
5275 Colt Street  
Ventura, California 93003

or to such other address as either party may designate hereinafter in writing delivered to the other party.

(c) **Governing Law/Venue.** This Agreement, and all matters relating to this Agreement, shall be governed by the laws of the State of California in force at the time any need for interpreting this Agreement or any decision or holding concerning this Agreement arises. Venue for any judicial action relating to this Agreement shall be in Ventura County.

(d) **Severability.** If any clause, provision, paragraph, section or article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, paragraph, section or article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, paragraph, section or article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

(e) **Prior Understandings and Usage.** This Agreement contains the entire agreement between the parties and supersedes all previous written or oral negotiations, commitments, understandings, proposals and writings. It is expressly understood by the parties that the terms of this Agreement shall not be modified by course of performance, course of dealing, usage or informal arrangements which may occur from

time to time over the term of this Agreement or by evidence of additional terms not expressly contained in this Agreement.

(f) **Amendments.** No amendments to this Agreement may be made except by a writing signed by the parties.

(g) **Execution.** The parties have executed this Agreement as of the date first stated above. This Agreement may be executed in counterparts with the same force and effect as if one document were signed by all parties.

GOLD COAST RECYCLING AND TRANSFER STATION, INC.

By: Jim Harrison  
Jim Harrison

By: Vice Pres.

VENTURA REGIONAL SANITATION DISTRICT

By: Charlotte Craven  
Charlotte Craven, Chairman  
Board of Directors

E.J. HARRISON AND SONS, INC.

By: Jim Harrison  
Jim Harrison

By: Vice Pres.

ATTEST:

Josie Guzman  
Josie Guzman  
Clerk of the Board

Approved as to form:

ARNOLD, BLEUEL, LAROCHELLE, MATHEWS & ZIRBEL, LLP

By: Mark Zirbel  
Mark A. Zirbel  
District General Counsel

## EXHIBIT A

### SPECIAL TRUCKING PROVISIONS

The terms of this Exhibit shall apply to the party providing the trucking services for hauling of waste under this Agreement. The term "Operator" shall be deemed to include Operators' and their trucking subcontractors.

1. Delivery shall be made during the operating days and hours as described in Section 9 of this Agreement.

a. Operator is restricted from making a left turn from eastbound Highway 126 onto Toland Road between 8:00 am to 8:30 am, and then 2:30 pm to 3:00 pm every day that the Santa Clara School is in session.

b. Operator is restricted from making a left turn onto eastbound Highway 126 from Toland Road between 4:00 pm and 6:00 p.m.

c. Operator shall not use the Sespe Underpass.

d. Equipment entering the Landfill will pass the District-operated scalehouse and merge with other Landfill traffic restrictions. At all times, Operator shall take reasonable precautions to avoid interference with District operations and the creation of any safety hazard.

e. Any driver that does not comply with the restrictions set forth herein shall be banned from the Toland Landfill.

2. All waste will be dumped as close to previously dumped waste at the Landfill operating face or as directed by District's appointed personnel.

3. The delivery is to be under the supervision of the District, on the Toland Landfill property. All activities and delivery shall comply with applicable local, State and Federal health and safety rules. The Operator shall comply with applicable codes and permit conditions.

4. Smoking shall not be permitted in any area, which has not been specifically designated as a "Smoking Area". Operator is not permitted to do any "hotwork" such as welding on site.

5. The following measures are required to assure non-interference by the Operator with District operations:

a. The Operator must provide continuous access to the active refuse dumping area.

b. The Operator must follow posted speed limit signs and comply with all District rules regarding traffic control and other activity occurring on Toland Landfill.

c. The Operator shall comply with other directions of the Landfill Superintendent.

6. Trucks and equipment are strictly prohibited from traveling on areas that may generate dust without watering or otherwise controlling dust beforehand. If dust control is not manageable during periods of high winds the District will stop delivery until weather conditions improve.

7. The Operator should only use "Jake Brakes" on Toland Road from Highway 126 to the Landfill and/or while on the Toland Landfill when absolutely necessary.

**VRSD CONTRACT NO. 10-041**

**AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
GOLD COAST RECYCLING AND TRANSFER STATION, INC.  
AND  
E.J. HARRISON AND SONS, INC.**

THIS AGREEMENT is made and entered into December 16, 2010, by and between Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code 4700 *et. seq.* ("District"), and Gold Coast Recycling Transfer Station, Inc., a California corporation ("Gold Coast"), and E.J. Harrison and Sons, Inc., a California corporation ("Harrison").

**RECITALS**

- A. District is a county sanitation district created pursuant to California Health & Safety Code §4700 *et seq.*; and
- B. District is authorized to provide public services related to the acquisition, construction, replacement, maintenance and operation of disposal systems and facilities; and
- C. District owns and operates a solid waste disposal facility known as Toland Road Landfill ("Landfill") located at 3500 North Toland Road in the unincorporated area of the County of Ventura; and
- D. Gold Coast owns and operates the Gold Coast Recycling and Transfer Station located at 5275 Colt Street, Ventura, California ("Station"); and
- E. Harrison owns and operates solid waste hauling, recycling, and disposal businesses in Ventura County. Harrison and its affiliated businesses, including Santa Clara Valley Disposal Company, are herein collectively referred to as "Harrison Haulers"; and
- F. Gold Coast and Harrison, including Harrison Haulers, are collectively referred to herein as "Operators". The Operators coordinate their operations relating to disposal of solid waste at the Landfill; and
- G. Operators desire to secure an environmentally sound, economic and reliable method of disposal of solid waste transported to the Landfill and District desires to secure a reliable supply of solid waste transported to the Landfill.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the parties agree as follows:

1. **TERM.** The term of this Agreement shall commence January 1, 2011, and shall terminate December 31, 2020. The parties to this Agreement may agree to extensions of this term to May 31, 2027 by written notice of extension executed by the parties.

2. **SOLID WASTE DELIVERY COMMITMENTS.**

(a) **Definitions of Waste, Transfer Loads and Direct Haul Loads.** As used in this Agreement, "Refuse", "Waste" and "waste" shall mean solid waste material legally permitted for disposal at the Landfill. "Tons" shall mean tons of waste disposed of at the Landfill. "Transfer Loads" shall mean Residual Solid Waste loaded into covered transfer trucks carrying at least twenty tons of waste, based on an average weight calculated over one month. "Residual Solid Waste" shall mean waste remaining after processing of waste has taken place at the Station. The processing may include the separation, recovery, volume reduction, or conversion of waste and shall include hazardous waste load checking procedures as required by law and the Station's operating permits. "Direct Haul Loads" shall mean waste loaded into packer trucks and other legally permitted trucks for direct delivery to the Landfill. Direct Haul Loads are also referred to as "Refuse not transported by transfer trucks".

(b) **Commitment of All Waste Collected, Processed and/or Transported by Gold Coast and/or Operator.** Operators shall cause all Waste collected for, processed at and/or transported from the Station to be delivered as Transfer Loads to the Landfill, subject to the maximum tonnage specifications, exceptions, and other terms set forth herein. Operators shall also cause to be delivered to the Landfill all waste collected by Operators in the Santa Clara Valley by Harrison Haulers, subject to the maximum tonnage specifications, exceptions, and other terms set forth herein. Waste collected in the Santa Clara Valley may be delivered as Direct Haul Loads or as Transfer Loads.

(c) **Maximum Tonnage Specifications.**

(1) **Station.** Operators shall deliver to the Landfill all of the waste collected for, processed at and/or transported from the Station, including waste generated in the Santa Clara Valley and processed at the Station, up to a maximum of the "Maximum Station Specified Tonnage". Effective at the start of the term stated above, the Maximum Station Specified Tonnage shall be one thousand (1,000) tons per Operating Day, as established under Section 9 below. Following consultation between District and Operators and following one hundred eighty (180) days' prior written notice to Operators, the Maximum Station Specified Tonnage may be revised by the District's Board of Directors at a public meeting to a stated

number of tons per Operating Day which stated number shall be a number between (1) the average tonnage collected for, processed at and transported from the Station to be delivered to the Landfill calculated over the preceding twelve (12) months, and (2) 1,400 tons per Operating Day.

(2) Santa Clara Valley. Harrison Haulers shall deliver to the Landfill all waste they collect in the Santa Clara Valley as Direct Haul Loads to the Landfill up to a maximum of eighty-five (85) tons per Operating Day, as established in Section 9 below ("Maximum Valley Specified Tonnages"). Following the consultation between the District and the Operators and following one hundred eighty (180) days' prior written notice, the Maximum Valley Specified Tonnage may be revised by the District's Board of Directors at a public meeting to a stated number of tons per Operating Day which stated number shall be a number between (1) the average tonnage collected in the Santa Clara Valley for delivery to the Landfill, calculated over the preceding twelve (12) months, and (2) 200 tons.

(3) Agreements Regarding Tonnage Modifications and Saturday Operations. In consideration of all service commitments, the parties may modify the Maximum Station Specified Tonnage and/or the Maximum Valley Specified Tonnage for any period of time subject to the terms of a written agreement of the parties. Deliveries of waste on Saturdays may also be made pursuant to the special terms of a separate written agreement of the parties.

(d) Title to Waste. Operators warrant that they have good title to all waste delivered under this Agreement. Title to all waste delivered by Operators to the Landfill under this Agreement shall be conveyed to District upon acceptance by District, provided that all Unacceptable Waste and Hazardous Waste shall remain the property of Operators .

### 3. DISTRICT SERVICE COMMITMENT.

(a) Commitment to Accept Waste. Subject to all the terms of this Agreement and subject to all Landfill Permit conditions and all other applicable requirements of law or regulations, District shall accept all waste delivered by Operators to the Landfill.

(b) District Landfill Operation Responsibility. District shall be solely responsible for the handling and disposal of waste delivered to the Landfill in compliance with this Agreement and for compliance with and the administration and enforcement of all agreements and regulatory requirements, including the Landfill Permits relating to the operation of the Landfill.

(c) Definition of Landfill Permits. As used in this Agreement, "Landfill Permits" shall include the Conditional Use Permit No. CUP 3141 Modification #3 approved by the County of Ventura, Waste Discharge Requirements, Order No. 96-053, approved by



the Regional Water Quality Control Board - Los Angeles Region, Revised Solid Waste Facility Permit, SWFP #56-AA-0005 approved by the California Integrated Waste Management Board and the County of Ventura Environmental Health Division acting as the Local Enforcement Agency for the California Integrated Waste Management Board and revisions to any of the above referenced permits and all other regulatory approvals necessary for the operation of the Landfill.

**4. UNACCEPTABLE AND HAZARDOUS WASTE DELIVERED TO LANDFILL.**

(a) **Definitions of Unacceptable and Hazardous Waste.** As used in this Agreement, "Unacceptable Waste" shall include the following: (1) hazardous wastes, designated wastes, or special wastes, such as liquid, oils, waxes, tars, soaps, solvents, or readily water-soluble solids, such as salts, borax, lye, caustic, or acids; (2) semi-solid wastes (waste containing less than fifty percent solids); (3) materials which are of a toxic nature, such as insecticides, poisons, or radioactive materials; (4) infectious materials or hospital or laboratory wastes, except those authorized for disposal to land by official agencies charged with control of plant, animal, and human disease; (5) pesticide containers, unless they are rendered nonhazardous by triple rinsing; and (6) septic tank or chemical toilet wastes. "Hazardous Waste" shall mean any waste managed under Article 1, Chapter 11, Division 4.5 (section 66261.3 *et seq.*) of Title 22 of the California Code of Regulations.

(b) **District Refusal Rights.** District shall dispose of all waste delivered to the Landfill by Operators; provided, however, that District may refuse delivery of (1) any waste delivered in excess of the tonnage specifications set forth above, (2) any waste delivered at hours outside the Landfill's established operating hours, (3) any waste that contains Unacceptable Waste in abnormal quantities or Hazardous Waste in any quantities, and (4) any waste delivered when the Landfill has been closed to comply with conditions of its operating permits.

(c) **Screening and Removal of Unacceptable Waste and/or Hazardous Waste.** Operators shall not knowingly deliver, and shall use all legal means reasonably available in cooperation with District to prevent the delivery of Unacceptable Waste and/or Hazardous Waste to the Landfill. District may inspect all vehicles delivering waste to the Landfill and all waste delivered, before or after unloading, for the presence of Unacceptable Waste and/or Hazardous Waste. District and Operators shall conduct approved waste load checking programs in compliance with all applicable laws.

(d) **Disposal Responsibility and Costs.** District shall remove and dispose of, or cause the removal and disposal of, all Unacceptable Waste and Hazardous Waste delivered to the Landfill. Operators shall pay District, in addition to the Landfill Fee, all costs and expenses incurred by District in connection with its obligations under this section.

5. **OUT-OF-COUNTY WASTE RESTRICTION.** Operators shall deliver and District shall accept for disposal at the Landfill only waste generated in the County of Ventura, except for waste generated within the incorporated boundaries of the City of Carpinteria, California, which Operators shall deliver in Transfer Loads after processing at the Station, not to exceed sixty-five (65) tons per day.

6. **LANDFILL FEES.**

(a) **Landfill Fees.** In consideration for District's obligations hereunder, District shall charge Operators and Operators shall pay to District, all applicable landfill fees and charges ("Landfill Fees"). The Landfill Fees shall be established at a rate necessary to recover all reasonable costs of providing the services provided by District and shall be calculated per ton of waste Operators are obligated and allowed to deliver to the Landfill. Except for the fees as specifically otherwise provided herein with respect to Operators' Direct Haul Loads and Transfer Loads, all fees and charges set forth in District's Ordinance No. VRSD-107, as revised by subsequent ordinances ("Fee Ordinance"), shall be applicable to other waste services performed by District. For example, the Fee Ordinance shall establish the charges related to special pull-offs, tires, alternative daily cover and other specialized services. The Landfill Fee for Direct Haul Loads and for Transfer Loads delivered pursuant to this Agreement shall be established and adjusted by the District Board of Directors in accordance with the terms of this Agreement. In consideration of the economy of scale achieved by District as a result of Operators' delivery commitments hereunder and notwithstanding any other provision of this Agreement, the Landfill Fee for Transfer Loads charged Operators under this Agreement shall be at least 5% less than the Disposal Fee for Transfer Loads charged pursuant to the Fee Ordinance. Notwithstanding any other provision of this Agreement, the per ton Landfill Fee for Transfer Loads or Direct Haul Loads delivered under this Agreement shall be no greater than the lowest per ton Landfill Fee for waste of a similar character and tonnage, unless the parties otherwise agree by a separate written agreement.

(b) **Establishment of Operators' Direct Haul Loads and Transfer Loads Disposal Fees.** Effective January 1, 2011, the Disposal Fees for Operators' Direct Haul Loads, delivered under this Agreement shall be \$38.94 per ton. Effective January 1, 2011, Disposal Fees for Operators' Transfer Loads delivered under this Agreement shall be \$31.00 per ton. The fees set forth above in this subsection shall remain in effect through June 30, 2011. Effective July 1, 2011, and every July of each year thereafter, the amount of said fees may be adjusted at a Regular Meeting of the District Board of Directors. Operators shall be provided written notice of any proposed fee increase at least sixty (60) days prior to the District Board of Directors Regular Meeting where such fees are to be considered. The District's Board of Directors shall review the fees and make adjustments, if any, based on the following factors:

(1) Evaluation of current information relating to the Landfill, including review of: 1) current users, tonnage and capacity, 2) regulatory requirements, 3) projected costs of the existing and future operations and facilities, and 4) alternative

methodologies for establishing fair and equitable charges. The planning, engineering, and financial studies associated with these evaluations shall be utilized during the development of District's Fiscal Year Final Budget ("Budget"), which is adopted by the Board of Directors annually; and

(2) Consideration of budgets, operations plans, capital improvement programs, reserve studies and financial and engineering reports (collectively referred to as the "Landfill Record") which shall be made available to the public. The financial requirements of District, as shown in the Landfill Record, including District's most recently approved Budget, shall be based on current, reliable information and data relating to use projections, regulatory requirements, total system and facility operation, construction, maintenance and replacement costs, general administrative costs, including legal, accounting and other professional service costs, and capital costs; and

(3) Determination of any adjustments required to ensure adequate revenues to finance the improvements and programs necessary to implement the mandated disposal regulations, maintain and improve facilities, and to retire any debt incurred to finance such improvements in a reasonable manner, and to provide for the maintenance of prudent and reasonable reserves.

## **7. MEASUREMENT.**

(a) The tonnage used to calculate the Landfill Fee shall be based on the weight of each loaded transfer truck measured at the weight scales described below minus the certified tare weight for each truck. District may install, operate, and maintain an adequate scale system at the Landfill. Until District's scales are operational, trucks shall be weighed at the Station. Whichever party is operating the scale shall maintain and make available to the other party the following information: (1) Day of the week; (2) Calendar date; (3) Time of day; (4) Vehicle identification; and (5) Total number of tons of waste delivered to the Landfill that is accepted by District. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. Gold Coast shall establish the tare weight of each transfer truck. Gold Coast shall allow District to provide a number or device to be inserted in or on each truck that will identify the truck to the weigh master or an automated scanner or to provide such other device or means necessary to identify trucks using an unattended, automated system.

## **8. PAYMENT OF LANDFILL FEES.**

(a) **Monthly Statement.** On or before the tenth (10<sup>th</sup>) working day following the end of any month for which payments are required to be made under this Agreement ("Billing Period"), District shall submit to Operators a bill setting forth the Landfill Fees for such prior month based on the number of tons delivered and accepted by District and the price per ton established pursuant to the Agreement. On or before the twentieth (20<sup>th</sup>) working day following the date of such bill, Operators shall pay (or cause Harrison

Hauler or any other related hauler or city to pay) to District the full amount of such Landfill Fees.

(b) **Disputes.** If Operators dispute any amount billed by District in any Billing Statement, Operators shall nonetheless pay the billed amount and shall provide District with written objection within twenty (20) working days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to Operators for its objection to or disagreement with such amount. If Operators and District are not able to resolve such dispute within twenty (20) working days after Operators' objection, either party may pursue legal remedies.

(c) **Failure to Pay Bill.** If payment in full of any bill rendered by District is not made as required, an initial late charge of one and one-half percent (1.5%) and the unpaid balance shall bear an additional interest charge of one and one-half percent (1.5%) per month until full payment is made. District shall also be entitled to recover its reasonable expenses, including attorneys fees, incurred in obtaining payment of any unpaid balance hereunder.

## 9. **OPERATING DAYS AND HOURS.**

(a) The Landfill's operating days and hours for receiving waste will be established by District Resolution and made available to Operators. The Landfill shall be open Monday through Friday except for established holidays and closures District determines to be necessary to comply with the Landfill's operating permits or other regulatory requirements. The Landfill may be opened on Saturdays to accommodate Operators' tonnage, subject to written agreement by the parties as to any additional terms.

(b) When Landfill is closed during established operating hours for any reason, District shall notify Operators by telephone of such closures as soon as reasonably possible and, notwithstanding any other provision of this Agreement, Operators shall bear no obligation to deliver waste or pay Landfill Fees for the period of such closures and until the site is reopened and District notifies Operators of the reopening. In order to allow Operators to provide for alternative disposal of waste during Landfill closures, Operators may make contractual arrangements, notwithstanding the Solid Waste Delivery Commitments set forth in Section 2 above, to deliver up to five thousand (5,000) tons per year to another landfill. It is understood that Operators may be required to honor such contractual arrangements regardless of whether there are Landfill Closures or not. Subject to such contractual arrangements, Operators shall use commercially reasonable efforts to minimize the usage of other landfills in the event of a Landfill Closure. District shall use commercially reasonable efforts to minimize Landfill closures and periodically meet with Operators to discuss methods of reducing the impact to Operators of such closures.

10. **LANDFILL RULES AND TRAFFIC.** Operators shall safely and efficiently dispose of waste from Gold Coast or Harrison Hauler vehicles onto the designated disposal area at the Landfill. Operators recognize that Operators will not be the only user of the

Landfill and shall not interfere with other landfill operations. Operators shall obey all instructions, either verbal or written, provided by District. Operators shall perform their obligations under this Agreement in accordance with the following:

(a) Operators shall comply with all traffic and trucking requirements set forth in Exhibit A hereto which is incorporated herein by reference. District may revise Exhibit A to reflect new regulatory requirements regarding traffic and trucking.

(b) All equipment, including all tractors and trailers shall be maintained and operated in conformance with all laws and regulations governing the use of such equipment;

(c) All drivers shall be property trained and licensed;

(d) All waste hauling vehicles shall be covered while on the road;

(e) All vehicles shall observe all posted speed limit and traffic warning signs on and off the Landfill. All vehicles shall drive at safe speeds and use low gears and caution driving down hills, and reduce speed to allow for road, weather, traffic and load;

(f) Trucks backing up to unload shall do so slowly and cautiously;

(g) Trucks while in operation shall keep all doors secured;

(h) Drivers and/or helpers shall remain in immediate vicinity of truck;

(i) Trucks shall unload only in areas designated by District personnel;

(j) No salvaging shall be conducted at any time;

(k) Smoking shall be prohibited within the boundaries of the Landfill, except within designated smoking areas approved by the Fire Department; and

(l) Injury or damage to persons or equipment shall be reported to District personnel prior to leaving the site. Any damaged truck shall not be moved prior to reporting.

**11. RANDOM INSPECTION OF WASTE HAULING VEHICLES.** District staff, trained in hazardous waste identification, may randomly inspect waste hauling vehicles entering the Landfill. At least two transfer trucks and five non-transfer trucks per week may be inspected. If hazardous waste materials are found, they shall be removed and disposed of in accordance with State regulations. Operators agree to cooperate with District staff in the random inspection of waste hauling vehicles, and to provide requested information to

assist District staff in the identification of the potential source of hazardous waste materials found in waste hauling vehicles.

**12. RIGHT OF SITE INSPECTION.** Subject to the provisions of the operating permits and agreements, District and Gold Coast shall permit duly authorized representatives of District and Operators to enter the Landfill and Station upon notice to the other party during usual business hours for the purpose of inspecting the same. All records of transactions relating to waste delivered to the Landfill, including, but not limited to, documents regarding the source of the waste, calibration of scales, truck maintenance and driver training shall be made available upon request.

**13. PROTECTION OF PERSONS AND PROPERTY.** Operators shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its performance, including the performance of all persons and entities hauling waste to the Landfill under this Agreement. Operators shall take all reasonable precautions for the safety of, and provide for reasonable protection to prevent damage, injury or loss to, all Operators, District and other related hauler employees and all other persons who may be affected thereby and other property at the Landfill site or adjacent thereto, including roadways, structures and utilities. Operators shall promptly remedy all damage or loss to any property referred to above caused in whole or in part by Operators or other related haulers or contractors or anyone directly or indirectly employed by any of them. Operators shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

**14. COMPLIANCE WITH LAWS AND ORDINANCES.** Operators shall keep itself fully informed of all laws, ordinances, regulations, orders and permits which in any manner affect those engaged and employed herein or the materials used, or which in any way affect the conduct of operations on or off the Landfill site, including all permit conditions and other requirements relating to the Landfill operation. Operators at all times shall observe and comply with, and shall cause all of its agents, employees and contractors to observe and comply with, all such existing and future laws, ordinances, regulations, orders and permits, and shall hold harmless, indemnify and defend District and its directors, officers and employees from liability for violations of such requirements caused by Operators or other related haulers or contractors. Operators or other related haulers and subcontractors shall obtain all licenses and permits required to perform work under this Agreement. Evidence of such permits and licenses shall be provided to District upon request by District.

**15. RECORDS AND ACCOUNTS.** District and Operators shall each, respectively, keep proper books of record and account (separate from all other records and accounts), in which complete and correct entries shall be made of the transactions relating to the Landfill and Station, including records of the quantity, quality and other characteristics of waste delivered by Operators and accepted by District. Such books shall

at all reasonable times be subject to the inspection of the Authorized Representative of the other party.

**16. INDEMNITY.**

(a) **District.** District agrees to hold Operators harmless from and to indemnify and defend Operators against any and all liabilities, claims, actions, lawsuits, costs and expenses, including reasonable attorney fees, liens, judgments and demands, including but not limited to claims of damage to property, bodily injury or death, which may be suffered by Operators, its employees, agents, representatives and/or independent contractors, due to or arising out of the District's operations at the Landfill by District, its employees, agents, representatives and independent contractors, except to the extent such claim(s) result from the negligence or willful misconduct of Operators or its employees, agents, representatives, haulers and/or independent contractors.

(b) **Operators.** Operators agree to hold District harmless from and to indemnify and defend District against any and all liabilities, claims, actions, lawsuits, costs and expenses, including reasonable attorney fees, liens, judgments and demands, including but not limited to claims of damage to property, bodily injury or death, which may be suffered by District, its employees, agents, representatives and its independent contractors or third parties, due to or arising out of Operators' operations upon or in the vicinity of Station or Landfill or any haul route by Operators or their employees, agents, representatives, haulers and/or independent contractors, except to the extent such claim(s) result from the negligence or willful misconduct of District or its employees, agents, representatives and/or independent contractors.

**17. INSURANCE.**

(a) **Minimum Coverage.** Operators will not commence or continue to perform under this Agreement unless Operators have provided for insurance coverage for any liability, loss, expense or claim which may arise out of or result from Operators performance under this Agreement, whether such performance be by Operators or by any hauler or contractor or anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable, with the following limits:

(1) General liability insurance, including comprehensive form, premises operation and broad form property damage coverage, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit coverage;

(2) Automobile liability insurance, including comprehensive form including loading and unloading, owned, hired and non-owned coverage, with a limit of not less than Five Million Dollars (\$5,000,000) combined single limit coverage;

(3) Contractual personal injury liability and contractual property damage insurance covering liability assumed under this Agreement, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit coverage; and

(4) Workers' compensation insurance as required by law.

(b) **Certificates.** Certificates of insurance acceptable to District shall be filed with District prior to commencement of any operation or performance under this Agreement. These certificates shall provide that District is an insured for coverage in (1), (2) and (3) above, that the insurance afforded shall be primary insurance, and that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to District.

## 18. **SUCCESSORS/ASSIGNMENT/SUBCONTRACTORS.**

(a) **Binding on Successors.** District and Operators each binds itself and its successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement.

(b) **Assignment.** Operators may assign this Agreement provided that before any such assignment becomes effective, Operators shall obtain a written acknowledgment by the assignee(s) that the assignee(s) are obligated and bound by all the terms hereof as Operators' successor hereunder.

(c) **Responsibility for Subcontractors.** Operators shall be fully responsible for all acts and omissions of its haulers, subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.

19. **RELATIONSHIP OF OPERATORS TO DISTRICT.** It is expressly understood between the parties hereto that no employee-employer relationship is intended, the relationship of Operators to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Operators. Operators are solely responsible for selecting the means, methods and procedures for performing hereunder, and for coordinating all portions of its performance so the results will be satisfactory to District.

## 20. **DEFAULT/REMEDIES.**

(a) **Default by Operators.** Operators shall be deemed in default under this Agreement only if Operators shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein agreed to be performed by Operators, and such failure to perform is not cured within sixty (60) days after written notice



specifying the nature and extent of such failure has been given to Operators. Upon Operators' failure to cure such default, District, at its option, may declare this Agreement terminated effective upon such date as District shall designate.

(b) **Default by District.** District shall be deemed in default under this Agreement only if District shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein agreed to be performed by District, and such failure to perform is not cured within sixty (60) days after written notice specifying the nature and extent of any such failure has been given to District. Upon District's failure to cure such default, Operators, at their option, may declare this Agreement terminated effective upon such date as Operators shall designate.

(c) **Remedies and Waiver.** Except as otherwise herein expressly provided, all rights and remedies of either party shall be cumulative and none shall exclude any other right or remedy allowed by law; the exercise by either party of any remedy provided for herein or by law shall not be to the exclusion of any other remedy. Either party's failure to take advantage of any default or breach of covenant on the part of the other party shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or lessen the right of either party to insist upon the performance by the other of any term, covenant or condition hereof, or to exercise any rights given it on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same right or any other subsequent breach or default.

21. **ATTORNEY FEES.** In the event that either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this contract, or to interpret any term, covenant or condition, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable out-of-pocket expenses (including, but not limited to phone calls, photocopying, expert witnesses, travel, etc.) and reasonable attorney fees to be fixed by the court, and such recovery shall include court costs and attorney fees on appeal, if any. The court will determine who the "prevailing party" is whether or not the suit proceeds to final judgment.

## 22. **GENERAL PROVISIONS.**

(a) **Time.** Time is of the essence of this Agreement. Any reference herein to days, unless otherwise defined, shall be interpreted as referring to calendar days.

(b) **Notices.** Any notice to be given under this Agreement shall be in writing and shall be deemed given two (2) days after being sent by first class mail, addressed to:

District:

Ventura Regional Sanitation District  
1001 Partridge Drive, Suite 150  
Ventura, California 93003-5562

Gold Coast:

Gold Coast Recycling and Transfer Station, Inc.  
5275 Colt Street  
Ventura, California 93003

Harrison:

E.J. Harrison and Sons, Inc.  
5275 Colt Street  
Ventura, California 93003

or to such other address as either party may designate hereinafter in writing delivered to the other party.

(c) **Governing Law/Venue.** This Agreement, and all matters relating to this Agreement, shall be governed by the laws of the State of California in force at the time any need for interpreting this Agreement or any decision or holding concerning this Agreement arises. Venue for any judicial action relating to this Agreement shall be in Ventura County.

(d) **Severability.** If any clause, provision, paragraph, section or article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, paragraph, section or article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, paragraph, section or article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

(e) **Prior Understandings and Usage.** This Agreement contains the entire agreement between the parties and supersedes all previous written or oral negotiations, commitments, understandings, proposals and writings. It is expressly understood by the parties that the terms of this Agreement shall not be modified by course of performance, course of dealing, usage or informal arrangements which may occur from

time to time over the term of this Agreement or by evidence of additional terms not expressly contained in this Agreement.

(f) **Amendments.** No amendments to this Agreement may be made except by a writing signed by the parties.

(g) **Execution.** The parties have executed this Agreement as of the date first stated above. This Agreement may be executed in counterparts with the same force and effect as if one document were signed by all parties.

GOLD COAST RECYCLING AND  
TRANSFER STATION, INC.

By: Jim Harrison  
Jim Harrison

By: Vice Pres.

VENTURA REGIONAL SANITATION  
DISTRICT

By: Charlotte Craven  
Charlotte Craven, Chairman  
Board of Directors

E.J. HARRISON AND SONS, INC.

By: Jim Harrison  
Jim Harrison

By: Vice Pres.

ATTEST:

Josie Guzman  
Josie Guzman  
Clerk of the Board

Approved as to form:

ARNOLD, BLEUEL, LAROCHELLE,  
MATHEWS & ZIRBEL, LLP

By: Mark Zirbel  
Mark A. Zirbel  
District General Counsel

## EXHIBIT A

### SPECIAL TRUCKING PROVISIONS

The terms of this Exhibit shall apply to the party providing the trucking services for hauling of waste under this Agreement. The term "Operator" shall be deemed to include Operators' and their trucking subcontractors.

1. Delivery shall be made during the operating days and hours as described in Section 9 of this Agreement.

a. Operator is restricted from making a left turn from eastbound Highway 126 onto Toland Road between 8:00 am to 8:30 am, and then 2:30 pm to 3:00 pm every day that the Santa Clara School is in session.

b. Operator is restricted from making a left turn onto eastbound Highway 126 from Toland Road between 4:00 pm and 6:00 p.m.

c. Operator shall not use the Sespe Underpass.

d. Equipment entering the Landfill will pass the District-operated scalehouse and merge with other Landfill traffic restrictions. At all times, Operator shall take reasonable precautions to avoid interference with District operations and the creation of any safety hazard.

e. Any driver that does not comply with the restrictions set forth herein shall be banned from the Toland Landfill.

2. All waste will be dumped as close to previously dumped waste at the Landfill operating face or as directed by District's appointed personnel.

3. The delivery is to be under the supervision of the District, on the Toland Landfill property. All activities and delivery shall comply with applicable local, State and Federal health and safety rules. The Operator shall comply with applicable codes and permit conditions.

4. Smoking shall not be permitted in any area, which has not been specifically designated as a "Smoking Area". Operator is not permitted to do any "hotwork" such as welding on site.

5. The following measures are required to assure non-interference by the Operator with District operations:

a. The Operator must provide continuous access to the active refuse dumping area.

b. The Operator must follow posted speed limit signs and comply with all District rules regarding traffic control and other activity occurring on Toland Landfill.

c. The Operator shall comply with other directions of the Landfill Superintendent.

6. Trucks and equipment are strictly prohibited from traveling on areas that may generate dust without watering or otherwise controlling dust beforehand. If dust control is not manageable during periods of high winds the District will stop delivery until weather conditions improve.

7. The Operator should only use "Jake Brakes" on Toland Road from Highway 126 to the Landfill and/or while on the Toland Landfill when absolutely necessary.

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