WASTE DELIVERY AGREEMENT

by and between

TOWN OF WINDSOR

and

REPUBLIC SERVICES OF SONOMA COUNTY, INC.

EXHIBITS

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WASTE DELIVERY AGREEMENT

This Waste Delivery Agreement (this "Agreement") is executed as of 10/23, 2014 by and between the Town of Windsor, a municipal corporation organized under the laws of the State of California ("City"), and Republic Services of Sonoma County, Inc., a Delaware corporation ("Contractor"). The City and Contractor are jointly referred to herein as the "Parties," or individually as a "Party." [Note: All references to "city" or "cities" herein shall include the Town of Windsor.]

RECITALS:

WHEREAS, the County of Sonoma owns the Central Landfill, the Central Transfer Station and a network of four other solid waste transfer stations in Annapolis, Guerneville, Healdsburg, and Sonoma (the "County Facilities"), which have historically provided for the Waste Disposal needs of the County and the cities in Sonoma County; and

WHEREAS, the County wishes to contract with Contractor for the continued permitting, construction, and operation of these County Facilities, for construction of a new materials recovery facility within the Central Transfer Station building (which, when constructed, shall become part of the "County Facilities") and, ultimately, for the closure and post-closure of all of the Central Landfill in accordance with Applicable Law; and

WHEREAS, on March 14, 2013, the County of Sonoma obtained valid Waste Discharge Requirements No. R1-2013-0003 from the North Coast Regional Water Quality Control Board for operation, corrective action, new construction, and closure of the Central Landfill; and

WHEREAS, the Contractor has the expertise and resources to undertake these obligations requested by the County and is willing to do so, provided that the County and a sufficient number of cities in the County commit the delivery of their Waste to Contractor and the County Facilities; and

WHEREAS, on April 23, 2013, Contractor entered into an agreement with the County of Sonoma entitled "Agreement for Operation of the Central Landfill and County Transfer Stations," ("County Operations Agreement"), whereby Contractor has agreed, subject to various conditions including Contractor receiving adequate Waste delivery commitments from the cities in the County, to operate the Central Landfill, Central Transfer Station, Materials Recovery Facility and the County's other Transfer Stations to provide for the Waste Disposal needs of the communities in Sonoma County; and

WHEREAS, in order to satisfy a condition to the effectiveness of the County Operations Agreement and to obtain the benefits of Contractor's performance thereunder, the City has agreed to deliver its Committed City Waste, which is hereinafter defined, to the Contractor and the County Facilities for a minimum period of twenty five (25) years, subject to the terms and conditions in this Waste Delivery Agreement; and

WHEREAS, the effectiveness of this Waste Delivery Agreement is likewise contingent on the execution of the Amended County Operations Agreement, the execution of individual Waste Delivery

Agreements with the Cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Santa Rosa, Sebastopol, and Sonoma and the Town of Windsor, as well as their individual Settlement Agreements with the County of Sonoma concerning alleged liability relating to the County Facilities.

NOW, THEREFORE, taking into account the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

Initially capitalized words, terms and phrases in this Agreement shall have the meanings set forth below. As used herein, "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term. The word "and" as used in these definitions means both "and" and "or," so that it includes both the conjunctive and the disjunctive. Definitions may be used in this Agreement in their singular or plural form. Any capitalized terms that are not defined in this Agreement but are defined in the County Operations Agreement shall have the same meaning as defined in the County Operations Agreement.

Adjustment Date "Adjustment Date" means each anniversary of the Effective Date.

Applicable Law "Applicable Law" or "Applicable Laws" means any (a) statute, law, code, regulation ordinance, rule or common law, including Environmental Laws, (b) Permit(s), (c) binding judgment, or binding judicial or administrative order or decree, (d) written directive, guideline, policy, requirement or other restriction imposed by any Governmental Authority, or (e) similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any Governmental Authority, in each case, which is applicable to or has an impact on this Agreement, the County Facilities, the Land or any Party as it relates to this Agreement, whether taking effect before or after the Execution Date.

Assigned Contracts "Assigned Contracts" means those written agreements, which, pursuant to the County Operations Agreement, are assigned by County to Contractor and expressly assumed by Contractor.

Base Concession Payment "Base Concession Payment" means the base concession payments paid by Contractor to the County as defined in the County Operations Agreement, during the initial 20 year term of this Agreement, in consideration for the County's granting Contractor an exclusive right and concession to operate the County Facilities under the County Operations Agreement.

Baseline Administrative Costs "Baseline Administrative Costs" means the actual baseline administrative costs related to (i) the County's costs to comply with, implement, and/or maintain any and all County Operations Agreement duties and obligations after the County Operations Agreement is effective; (ii) the County's costs to comply with, implement, maintain and/or enforce all requirements and obligations under its Settlement Agreement with the Committed Cities, including any and all costs associated with County's administration of all Funds, including the Committed Cities Contingent Liability Fund (as defined in the Settlement Agreement); and (iii) the County's costs to oversee and maintain work required as a result of the Former Urban Landfills Liability (as defined in the Settlement Agreement), including all consultant and contractor work required as a result of the Former Urban Landfills Liability. The initial estimated Baseline Administrative Costs, which represent less than 30% of the County's Fiscal Year 2011/2012 budget

for the entire solid waste division, is set forth in Exhibit E to the Settlement Agreement with the Committed Cities.

Beneficial Reuse Materials "Beneficial Reuse Materials" means materials that are incorporated into the operations of the County Facilities in accordance with Applicable Law, including but not limited to material used as or for Alternative Daily Cover, daily or intermediate soil cover, construction of drainage and erosion controls, retaining walls, French drains, sedimentation basins, roads, all weather surfaces, or other non-disposal, beneficial reuse. The term shall not include materials converted for purposes of producing energy or other products.

Central Landfill "Central Landfill" means the landfill located on a portion of the Landfill Land and that is more fully described in Exhibit A.

Central Transfer Station "Central Transfer Station" means the Transfer Station located on the Landfill Land.

Change in Law "Change in Law" means (a) the adoption of any Applicable Law after the Execution Date, or (b) any change in any Applicable Law or in the interpretation or application thereof by any Governmental Authority after the Execution Date which, in the case of both clauses (a)-(b), impacts the Landfill, Transfer Stations and/or Materials Recovery Facility, and/or Contractor's operations hereunder, including changes arising out of AB 32 relating to climate change, greenhouse gas management or reduction. "Change in Law" excludes (1) any change in or new Applicable Law proposed or pending (in the current legislative session as of the Execution Date), passed or adopted but not yet effective as of the Execution Date or which was later enacted in similar form (except for new or increased Governmental Fees that become effective after the Execution Date, which shall be reflected as an adjustment in Contractor's Gate Rates consistent with this Agreement); and (2) any existing Applicable Law issued pursuant to the Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants, and Greenhouse Gases from In-Use Heavy Duty Diesel-Fueled Vehicles, Cal. Code Regs, title 13, section 2025.

City "City" means a city or town (including the Town of Windsor) located in the County and, as applicable based on the context in which this term is used, includes a city's or town's jurisdictional boundaries, and as those boundaries are hereafter extended through annexation.

Closed County Landfills "Closed County Landfills" means the former County landfills, some of which are located immediately adjacent to or under the Transfer Stations (other than the Central Transfer Station), and include the Annapolis, Guerneville, Occidental, Airport, Sonoma, Healdsburg, and Roblar landfills. The Central Landfill is not a "Closed County Landfill" for purposes of this Agreement.

Closure "Closure" means the process by which the Landfill, or a portion of the Landfill, that is no longer receiving Waste, undergoes all operations as required by the approved closure plan and Applicable Law to prepare the Landfill (or portion thereof as appropriate) to enable it to undergo Post-Closure. Closure shall not be complete until the Closure Date.

Closure and Post-Closure Obligations "Closure and Post-Closure Obligations" means any and all obligations related to Closure and Post-Closure of the Landfill required by (i) Applicable Law including (A) any obligation to decommission, deactivate, demolish, seal, cover, grade, landscape, monitor, clean, remediate, excavate, investigate, analyze, test, maintain or close the Landfill or any portion thereof, and (B) the obligation to fund, deposit and maintain Financial

Assurances. Closure and Post-Closure Obligations shall remain until the Closure Date and Post-Closure Date respectively.

Closure Commencement Date "Closure Commencement Date" means the date which is concurrent with the end of the Committed Waste Period, or if Contractor's operations are extended in accordance with the County Operations Agreement the County Facilities Operations Period, when among other things Contractor ceases accepting all Waste for Disposal at the Landfill.

Closure Date "Closure Date" means the date on which all Governmental Authorities with jurisdiction over Closure of the Landfill have accepted the Contractor's certification that the Landfill has been closed in accordance with Applicable Law, or alternatively when all such Governmental Authorities or the County have indicated in writing that Closure of the Landfill has been completed.

Commercial Food Waste "Commercial Food Waste" means all Food Waste except for Residential Food Waste.

Committed City "Committed City" means a City that has executed a Waste Delivery Agreement. "Committed Cities" shall be the plural of Committed City.

Committed City Contingent Liability Fee "Committed City Contingent Liability Fee" means the fee to be charged on each ton of Committed Cities Waste as set forth in the Committed Cities Contingent Liability Fund Agreement attached hereto as Exhibit G and transferred to the County to hold in trust for the Cities in accordance with the terms of the Settlement Agreement between the County and the Committed Cities.

Committed City Waste "Committed City Waste" means, as to each Committed City, Waste from the jurisdictional area of such Committed City that is described in this Agreement (excluding all exclusions therefrom as set forth in Exhibit B) for such Committed City and collected and hauled by the Committed City or the City's Franchised Haulers or by any other person or Entity over which the City has Flow Control. Committed City Waste shall also include any residual waste or other materials requiring Disposal remaining after the processing of Source Separated Recyclable Material, Generic Recyclable Materials or Waste collected in a Committed City at any Prime Subcontractor's and its Affiliates' or other entity's recycling and material recovery facility in or outside of Sonoma County that is processing Source Separated Recyclables or Waste collected under a Franchise Agreement.

Committed Waste "Committed Waste" means Committed City Waste and Committed County Waste.

Committed Waste Period "Committed Waste Period" means the first twenty five (25) years of Contractor's operations under this Agreement during which the County and the Committed Cities agree to deliver their respective Waste to Contractor for Disposal under this Agreement; and any extensions thereof pursuant to Section 3.2.

Compost Facility "Compost Facility" means the compost facility located on a portion of the Landfill Land. The boundaries of the Compost Facility are more particularly described in Section 4.2B of the County Operations Agreement.

Construction and Demolition Wastes "Construction and Demolition Wastes" means wood, wallboard, ferrous and non-ferrous metals, glass, any fibrous material (including paper, cardboard, newspaper), plastic, concrete and other Recyclable Materials and Wastes generated by

residential, commercial and industrial demolition, remodeling and construction activities.

Contractor "Contractor" means Republic Services of Sonoma County, Inc., a subsidiary of Republic Services, Inc.

County "County" means the County of Sonoma.

County Administrative Costs Fund "County Administrative Costs Fund" means the monies collected from the Base Concession Payments that are allocated to pay for the County Administrative Costs.

County Administrative Fee "County Administrative fee" means the Baseline Administrative Costs plus any Unexpected Administrative Costs (as defined in the Settlement Agreement between the County and the Committed Cities).

County Facilities "County Facilities" means the Central Landfill, the Transfer Stations, and/or the Materials Recovery Facility. As of the Execution Date of this Agreement, "County Facilities" do not include the Compost Facility or the Household Hazardous Waste Facility. In the event County exercises its option in Article 7 of the County Operations Agreement to have Contractor control the operations of the Compost Facility and/or the Household Hazardous Waste Facility, and the Contractor agrees in writing to do so, then such facility(ies) shall be deemed to be included in the definition of "County Facilities".

County Facilities Operations Period "County Facilities Operations Period" means the period after the expiration of the initial twenty-five year Committed Waste Period during which Contractor may operate either the Central Facilities or all County Facilities as provided in the County Operations Agreement, (which may include periods during which some or all of the County and Committed Cities may renew their commitment to deliver Waste to the County Facilities).

County Operations Agreement "County Operations Agreement" means the Agreement entered into by and between Republic Services of Sonoma County, Inc. and the County of Sonoma entitled "Agreement for Operation of the Central Landfill and County Transfer Stations," executed on April 23, 2013, and as it may be amended from time to time.

County Transfer Stations "County Transfer Stations" means the Annapolis, Central, Guerneville, Healdsburg, and Sonoma Transfer Stations.

CPI "CPI" means the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, "All Items" for All Urban Consumers in the San Francisco-Oakland-San Jose metropolitan area (1982-1984=100). If the CPI index is no longer in effect, the successor index that replaces the CPI index will be utilized for purposes of this Agreement.

Disposal "Disposal", "Dispose" or "Disposed" means the final disposition of Waste by burial.

Effective Date "Effective Date" means the date upon which all conditions to the effectiveness of the Amended County Operations Agreement and to this Agreement, as described in Article 4, have been fully satisfied.

Environmental Conditions "Environmental Conditions" means:

(a) **With respect to the Landfill**, the presence, release, threat of release or existence of Hazardous Substances, pollutants, contaminants, Leachate, and Landfill Gas introduced into, on, over, about or from (i) the Landfill Land; and (ii) the air, soil, surface impoundments, ditches,

trenches, surface water, water runoff, storm water runoff, groundwater and/or drinking water at the Landfill Land; in all cases set forth in clauses (i)-(ii), existing prior to or as of the Effective Date and during the Term, which are required to be addressed under Applicable Law.

(b) **With respect to the Transfer Stations and Materials Recovery Facility**, the presence, release, threat of release or existence of Hazardous Substances, pollutants, contaminants, and Grey Water through air, soil, surface impoundments, ditches, trenches, surface water, water runoff, storm water runoff, groundwater, improvements, buildings, structures, fixtures, machinery and/or equipment to or from the Land, resulting from operation of these Transfer Stations or the Materials Recovery Facility during the Committed Waste Period and any County Facilities Operations Period which are required to be addressed under Applicable Law. With respect to these Transfer Stations and the Materials Recovery Facility, "Environmental Conditions" excludes any migration or contamination of Hazardous Substances, pollutants, contaminants, leachate and/or landfill gas or other hazardous conditions caused by or associated with the Closed County Landfills.

(c) **With respect to the Transportation of Waste,** the spill or release of Waste or Waste contact liquids from vehicles used by Contractor or its Prime Subcontractor in the performance of this Agreement.

(d) Unless the County exercises its option in Article 7 of the County Operations Agreement to have Contractor control the operations of the Compost Facility, Future Compost facility and/or the Household Hazardous Waste Facility, and Contractor agrees in writing to do so, then the definition of "Environmental Conditions" shall not include the presence, release, threat of release or existence of Hazardous Substances, pollutants, contaminants, compost leachate, or nuisances, arising prior to, from or after the Effective Date to the extent they are caused by or result from the presence or operation of the Compost Facility, Future Compost Facility, the Household Hazardous Waste Facility, or any other composting operation allowed by County on the Land.

Environmental Laws "Environmental Laws" means any Applicable Law, as in effect from time to time, relating to air quality, water quality (including surface water, storm water, groundwater, drinking water, and wastewater discharges), Hazardous Substances, Waste, Green Waste or Yard Waste, Household Hazardous Waste, Food Waste, Medical and Infectious Waste, Mixed Waste, Recyclable Materials, Organic Material, Landfill Gas, Leachate, Financial Assurance and similar environmental matters, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.) the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13020, et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5, et seq.), the Hazardous Substance Account Act (Cal. Health & Safety Code § 25300, et seq.), the California Integrated Waste Management Act of 1989 (Cal. Public Resources Code § 40000 et seq.), Cal. Health & Safety Code § 39000 et seq., 14 Cal. Code of Regulations § 18010 et seq., 23 Cal. Code of Regulations § 2510 et seq., 27 Cal. Code of Regulations § 20005 et. seq., and the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100, et seq.).

Execution Date "Execution Date" means the date first above written, which shall be

deemed the date by which duly authorized representatives of the City and Contractor have all signed this Agreement.

Flow Control "Flow Control" means the legal ability of the County or of a City to deliver, or cause an Entity to deliver, Waste to a solid waste facility. The County or a City may have "Flow Control" by means of a contract, franchise, permit, authorization or license issued by the County or City, respectively, to an Entity, or it may also exist by reason of Applicable Law.

Food Waste "Food Waste" means material that will decompose or putrefy including pre and post-consumer kitchen and table food scraps; animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; fruit waste; grain waste; dairy waste; meat and fish waste; paper or waxed cardboard contaminated with various food waste. This material can be generated at residential and commercial Premises including restaurants, grocery stores and other food processing facilities.

Force Majeure Event "Force Majeure Event" means the occurrence of any of the following events that materially and adversely affects Contractor's ability to perform obligations under this Agreement or Contractor's costs in operating the County Facilities, provided that such events (or the effects of such events) could not have been avoided by the exercise of due diligence or reasonable efforts by Contractor or Prime Subcontractor and subject to notice requirements and the duty to mitigate through the most economical means practical: (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Facility, in each case occurring within the State of California; (b) any act of terrorism or sabotage, in each case occurring within the State of California; (c) biological contamination, nuclear explosion or nuclear contamination; (d) fire, explosion, flood, earthquake, landslide, fissure, volcanic activity, tsunami, ionizing radiation that causes direct physical damage to a County Facility or to all of the transportation routes to and from a County Facility; (e) a national strike or local strike not directed at Contractor (and excluding any strike within the control of Contractor); (f) the inability of or refusal by the Water Treatment Plant to accept some or all of the Leachate from the Landfill, or some or all of the liquids from the Compost Facility or Future Compost Facility that Contractor agrees may be delivered to the Water Treatment Plant through the Leachate Pipeline; (g) the unavailability for any reason of the Leachate Pipeline or the Cotati sewer line to convey to the Water Treatment Plant some or all of the Leachate from the Landfill, or some or all of the liquids from the Compost Facility or Future Compost Facility that Contractor agrees may be delivered; (h) any percentage increase in diesel fuel costs, starting from a baseline of $5 per gallon, that is more than the percentage CPI increase for Contractor's Service Fees that Contractor has accumulated at any given point in time and that Contractor has incurred as a result of increased payments made to the Prime Subcontractor in accordance with the Prime Subcontract; and (i) an illegal or criminal act, not caused by Contractor or its agents, that causes direct damage to a County Facility or its access or which otherwise interferes with Contractor's performance of this Agreement.

Franchised Hauler "Franchised Hauler" means a person or Entity that collects and hauls Waste pursuant to a contract, franchise, permit, authorization or license issued by the City, and as such franchises, licenses, contracts, permits and authorizations may be amended from time to time, or pursuant to any other means of Flow Control exercised by the City. Should the City elect during the Term to have its Waste delivered to the County Facilities using City forces, the City shall be

treated as the "Franchised Hauler" for purposes of this Agreement.

Gate Rates or Contractor's Gate Rates "Gate Rates" or "Contractor's Gate Rates" mean those rates, fees, or charges, whether expressed as per-ton tipping fees or other charges, charged to customers (which includes the City's Franchised Hauler) of any of the County Facilities. The initial Gate Rates or Contractor's Gate Rates that shall be charged by Contractor after the Effective Date shall be those set forth in Exhibit D.

Generic Recyclable Material "Generic Recyclable Material" means glass, bottles, plastic, metal, cardboard, newspaper, fibrous material that is typically generated from residential Premises and many commercial Premises, collected under the terms and conditions of a Franchise Agreement and which is Source Separated with the intention of being delivered to a processing facility for subsequent processing, recycling, and diversion. "Generic Recyclable Material" does not include Source Separated Commercial Food Waste, which shall be a part of Committed City Waste. Generic Recyclable Material is excluded from Committed City Waste.

Governmental Authority "Governmental Authority" and "Governmental Authorities" mean either individually or collectively any federal, state, local or other governmental, regulatory or administrative agency, governmental commission, department, board, subdivision, court, tribunal, other governmental arbitrator or arbitral body or other public agency.

Green Waste or Yard Waste "Green Waste" or "Yard Waste" shall have the meaning set forth in that certain Joint Powers Agreement dated February 11, 1992 by and among the County and the Cities of Sonoma County which defines it as "any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, pruning, brush, and weeds."

Hazardous Substances "Hazardous Substances" means any waste, chemical, material or substance that is listed or regulated, whether presently or in the future, under Environmental Laws as a "hazardous" or "toxic" substance, including "hazardous substances" as defined in 42 United States Code section 9601 (14) and "hazardous waste" as defined in California Health and Safety Code section 25117 and 25117.9.

Household Hazardous Waste "Household Hazardous Waste" shall have the meaning set forth in Health and Safety Code § 25218.1(e) and California Code of Regulations, Title 14, Division 7, Chapter 7, Article 1.1, § 18502, or successor laws and regulations as may be amended from time to time.

Household Hazardous Waste (HHW) Facility "HHW Facility" means a facility that manages and stores Household Hazardous Waste, which is currently located on a portion of the Landfill Land.

Indemnified Claim " Indemnified Claim" means any claim specifically described in Article 6 that is covered by one of the Parties' respective indemnity obligations set forth in Article 6.

Landfill "Landfill" means that certain landfill located on the portion of the Land described on G-1 to the County Operations Agreement and commonly known as the Central Landfill. To the extent that the landfill boundaries are altered over time, the landfill, as altered, shall be considered as part of the "Landfill".

Landfill Land "Landfill Land" means that certain real property located in the County of

Sonoma, which is comprised of approximately 432 acres.

Market Rates "Market Rates" as it relates to transfer station and Transportation services shall mean the prevailing average rates (net of franchise fees, use permit fees, and other governmental fees, surcharges, taxes and assessments) in the nine San Francisco Bay Area counties for transfer station and Transportation services with a scope substantially similar to those to be provided to a City by Contractor.

Materials Recovery Facility "Materials Recovery Facility" or "MRF" means that portion of the Central Transfer Station building interior that will contain materials recovery and processing equipment for the purposes of sorting Recyclable Materials from Waste.

Medical and Infectious Waste "Medical and Infectious Waste" means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments including waste regulated pursuant to the California Medical Waste Management Act.

Mixed Waste "Mixed Waste" means Waste that includes both Recyclable Materials and Waste in varying proportions.

Occupant "Occupant" means a Person who may or may not hold the legal title to real property constituting the Premises, including businesses or other entities, and who permanently or temporarily lives, works, or operates a business or other venture at the Premises.

Permits "Permits" means the Solid Waste Facilities Permits, the Waste Discharge Requirements applicable to the Landfill Land (but excluding the portion of the Landfill Land used for operation of the Compost Facility and the Household Hazardous Waste Facility), the permits listed on and included within Exhibit H to the County Operations Agreement and all other necessary permits, licenses, consents, orders, certificates, authorizations, waivers, approvals and variances issued by a Governmental Authority including, in each case, all agreements, mandates, requirements, and directives related thereto, applicable to the ownership, operation and management of the County Facilities, currently in effect or issued after the Execution Date (including any transfers, modifications, successors or reissuances thereof).

Permitted Disposal Capacity "Permitted Disposal Capacity" means the capacity of the Landfill to Dispose of additional Waste (in addition to the Waste already Disposed of and in place at the time in question) under Permits in effect as of the Execution Date, as well as any additional Disposal capacity allowed in any and all future Permits.

Person "Person" means any individual, business, firm, association, organization, partnership, public or private corporation, trust, joint venture, political subdivision, special purpose district, the County of Sonoma, or public or Governmental Authority.

Post-Closure "Post-Closure" means all activities undertaken at the Landfill following Closure to maintain the integrity of the containment features and to monitor compliance with applicable performance standards which are required for Post-Closure of the Landfill under the closure plan and Applicable Law. Post-Closure shall not be complete until the Post-Closure Date.

Post-Closure Date "Post-Closure Date" means the date on which all Governmental Authorities with jurisdiction over Post-Closure of the Landfill have accepted the Contractor's certification that the Post-Closure and any then required Remediation work has been completed in

accordance with Applicable Law, or alternatively when all such Governmental Authorities or the County have indicated in writing that the Remediation and Post-Closure of the Landfill has been completed.

Premises "Premises" means any land or building in the City where Committed City Waste is generated.

Recyclable Materials "Recyclable Materials" means glass, fibrous material (including paper, cardboard, newspaper), wood, green waste and organic material, food waste, concrete, plastic, ferrous and non-ferrous metal, aluminum, used motor oil and filters, and any other materials that are Recycled. Recyclable Materials does not include Waste that is not actually Recycled.

Recycle "Recycle", "Recycled" and "Recycling" each mean and refer to the process of collecting, sorting, cleansing, treating, and/or reconstituting Recyclable Materials and Mixed Wastes and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace.

Residential Food Waste "Residential Food Waste" means all Food Waste generated by persons owning or occupying single-family homes or residential structures with no more than four separate residential living units.

Self-Haul Waste "Self-Haul Waste" means all Waste, Special Waste and Beneficial Reuse Materials that are delivered to the County Facilities other than Committed County Waste and Committed City Waste.

Source Separated "Source Separated" means materials separated from an Occupant's Waste and placed in designated colored containers at the Occupant's Premises with the intention of diversion for a beneficial use, and which are collected by the City's Franchised Hauler but are not part of the City's waste delivery commitment. Source Separated materials include Generic Recyclable Materials, Wood Waste, Green Waste, and Residential Food Waste, that has no more than ten percent (10%) maximum residue that is not Recyclable Material.

Special Waste "Special Waste" means any non-hazardous solid, liquid, semi-solid, gaseous material and associated containers which would not normally be disposed of by a municipal garbage removal and disposal system, which by way of example would include materials generated as a direct or indirect result of an industrial process or from the removal of contaminants(s) from the air, water or land. "Special Waste" includes any Waste from a non-residential source that includes, but is not limited to any of the following: industrial process waste, pollution control waste, incinerator residues, ash, spent catalyst, coke, biosolids; tires, bottom settlements and water from storage tanks, oily silt, gasoline additive residues, tars, oils, grease, contaminated soil, contaminated wood, dead animals, residue, debris, articles from the cleanup of a spill or release of materials listed in this section, and regulated asbestos-containing material as defined in 40 CFR 61.141.

Term "Term" means the duration of this Agreement, as specified in Sections 3.1 and 3.2.

Transfer Stations "Transfer Stations" means those certain County-owned facilities that receive and temporarily store Committed City Waste and then transfer such materials onto larger vehicles for Transport. The Transfer Stations include the Central Transfer Station, Annapolis Transfer Station, Healdsburg Transfer Station, and Sonoma Transfer Station, but expressly exclude

the Closed County Landfills.

Transport "Transport," "Transported" and "Transportation" means the conveyance of Franchised Materials Collected from the point of Collection to an Approved Processing Facility, Designated Recyclables Trans-Load Facility, or Approved Transfer Station or from the Approved Transfer Station to an Approved Processing Facility or to the Approved Disposal Facility.

Unpermitted Material "Unpermitted Material" means Hazardous Substances, Medical and Infectious Waste, and all other Waste that the County Facilities may not receive under Applicable Law.

Waste "Waste" means all putrescible and non-putrescible solid, semi-solid and associated liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes; discarded non-hazardous home and industrial appliances; dewatered, treated or chemically fixed non-hazardous biosolids; Special Waste; manure; vegetable or animal solid and semi-solid wastes; other discarded solid and semi-solid wastes; Mixed Waste; Construction and Demolition Wastes; Recyclable Materials, organic material, Food Waste, Beneficial Reuse Material, agricultural wastes; landscaping wastes and non-hazardous industrial wastes; residual waste from processing and any other types of Waste allowed by the Permits. Waste does not include (i) Hazardous Substances; (ii) Medical and Infectious Waste; and (iii) other Unpermitted Material that is not allowed by Permit to be received at a facility to which it is delivered.

Waste Delivery Agreement "Waste Delivery Agreement" means any agreement between Contractor and the County or any city or town in Sonoma County that has substantially the same form as this Agreement.

Wood Waste "Wood Waste" shall have the meaning set forth in that certain Joint Powers Agreement dated February 11, 1992 by and among the County and the Cities of Sonoma County which defines it as "solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, process or storage of raw wood materials, or construction and demolition activities".

ARTICLE 2. DELIVERY AND ACCEPTANCE OF WASTE

2.1 Commitment to Deliver Committed City Waste to County Facilities

(a) Commencing on the Effective Date and throughout the Term of this Agreement, the City shall exercise all legal and contractual power and authority which it may possess to deliver or cause the delivery to the Contractor and the County Facilities of all Committed City Waste, except for those categories of Waste excluded from such commitment in Section 2.2 below and Exhibit B. A City shall not avoid its commitment to deliver Committed City Waste under this Agreement by entering into a new primary hauler contract or by adopting an ordinance, resolution or other local rule that provides that Committed City Waste shall not be required to be directed to the Central Landfill.

(b) Without limiting the generality or scope of the definition of Waste, this waste delivery commitment includes the following categories of Waste generated in the City: non-Recyclable Materials, Mixed Waste, Beneficial Reuse Materials, and generally all Waste currently

directed to the Central Landfill or County Facilities pursuant to the current City collection franchise agreement, subject to the exclusions below in Section 2.2 and Exhibit B.

(c) The City shall exercise its Flow Control powers to fulfill the entirety of its waste delivery commitment to Contractor throughout the Term of this Agreement.

(d) This commitment for delivery of Committed City Waste by the City is not a guaranty that any specific quantity of Waste will be delivered to Contractor and the County Facilities. This Agreement does not represent a "put or pay" arrangement in which the City or its Franchised Hauler must make a fixed or minimum monthly or annual payment to Contractor regardless of the actual amount of Waste deliveries made to Contractor under this Agreement. Contractor acknowledges that the actual Waste deliveries to Contractor and the County Facilities may be higher or lower than its projections, proposal assumptions or historical averages.

(e)Contractor shall accept all Committed City Waste described in this Agreement, except for Unpermitted Material, delivered to any of the County Facilities for transfer, processing, recycling and/or disposal, in accordance with the respective rules and operating hours of each such County Facility.

(f) For the Term of this Agreement, the Gate Rate at the Central Landfill shall be fixed by the terms of Article 11 and other sections of the County Operations Agreement and be inclusive of any costs associated with the operation of the Transfer Stations and Transport to the Central Landfill.

2.2 Exclusions from Committed City Waste

See Exhibit B, which defines the categories of Waste that are excluded from Committed City Waste for purposes of this Agreement.

2.3 Food Waste and Dry Commercial Mixed Waste Collection Program

(a) City shall authorize its Franchised Hauler to implement a City-wide commercial Food Waste collection program. The City's Franchised Hauler will commence the new City-wide commercial Food Waste collection program when directed to do so by the City. The Franchised Hauler's costs of this program are fully compensated through the Contractor's Gate Rates, and Franchised Hauler shall agree by executing the addendum, attached hereto as Exhibit C, not to seek additional compensation from City for the commercial Food Waste collection program for the Term of the Agreement.

(b) The City's Franchised Hauler shall commence the City-wide collection of dry commercial Mixed Waste from commercial Premises in the City when directed to do so by the City. The Franchised Hauler's costs of this program are being fully compensated through the Contractor's Gate Rates, and City's Franchised Hauler shall agree by executing the addendum, attached hereto as Exhibit C, not to seek additional compensation from City for the Contractor's incremental costs of implementing and conducting the dry commercial Mixed Waste collection program for the Term of the Agreement.

2.4 New, Extended Or Modified Franchise Agreements

Whenever the City's Franchised Hauler has its contract, authorization, permit, license or franchise agreement renewed (excluding only a renewal on the basis of a unilateral option of the Franchised Hauler), extended or materially modified after the Execution Date, the City shall incorporate language in such contract, authorization, permit, license or franchise agreement, requiring the Franchised Hauler to deliver all Committed City Waste to the Contractor and County Facilities for the Term of this Agreement, any extension hereof and any other City waste delivery commitment to Contractor, excluding only those categories of Waste listed in Section 2.2 and Exhibit B.

2.5 Contractor's Scope of Services and Fees for Accepting Committed City Waste

In exchange for accepting the delivery of Committed City Waste at any of the County Facilities pursuant to this Agreement and the County Operations Agreement, Contractor shall perform the scope of services and obligations for the Committed Cities as more fully set forth in Exhibit E and incorporated herein by reference. Such obligations include, but are not limited to, the Transport of Committed City Waste from the Transfer Stations to the Central Landfill.

The Contractor's Service Fees for performing the services described in this Agreement and in the County Operations Agreement, and the Gate Rates to be charged Committed City Waste at the County Facilities, shall be determined in accordance with the provisions of Article 11 and other Sections of the County Operations Agreement; provided, however, that:

(a) notwithstanding any contrary provision in the County Operations Agreement, commencing upon the expiration of the twentieth year of the Term, the Contractor's Service Fees to City shall be reduced by five percent (5%) of the Service Fees (which are net of any County Concession Fees, Waste Management Agency Fees or any other governmental taxes, fees, surcharges or assessments) in effect immediately prior to the end of the twentieth year of the Term. Thereafter, Contractor's Service Fee shall be adjusted in accordance with the Rate Adjustment Provisions in the County Operations Agreement; and

(b) as a condition precedent to the effectiveness of this Agreement, Contractor and County shall have agreed that the Base Concession Fee described in Article 10 and Exhibit R of the County Operations Agreement shall no longer be charged to Contractor or City during the last five years of the 25 year Initial Term; and

(c) Contractor further agrees to include as part of the Gate Rate the Committed City Contingent Liability Fee on all waste from the Committed Cities and transfer said fees to the County to hold in trust for the Cities in accordance with the Settlement Agreement between the Committed Cities and the County and as provided for in the Amendment to the County Operations Agreement.

2.6 No Guaranty of Payment by City; Franchised Hauler's Failure To Pay Gate Rate; Delinquency and Remedies

(a) Notwithstanding the City's commitment to deliver Committed City Waste as

described herein, such commitment is not a guaranty of payment from the City's general fund. Contractor shall be solely responsible for invoicing the Franchised Haulers delivering Committed City Waste and shall be responsible for obtaining Gate Rate payments from such Franchised Hauler through normal, commercial means. The City shall not have any direct responsibility or liability for unpaid amounts unless the City is itself directly hauling its Committed City Waste to the County Facilities; provided, however, the City agrees to the following process to cure any delinquencies of the Franchised Hauler:

(i) If the Franchised Hauler is delinquent in paying any invoices from Contractor for the Gate Rates applicable to its prior deliveries of Committed City Waste, then Contractor shall immediately provide City written notice of such delinquency. For purposes of this subsection, a Franchised Hauler shall be deemed delinquent if it has not paid the full amount of any invoice of Contractor within thirty (30) days of the date of the invoice, unless there is a pending good faith dispute as to the invoice.

(ii) Upon receiving written notice of the Franchised Hauler's delinquency, City shall have ninety (90) days to take reasonable internal actions to ensure payment of all undisputed invoices by the Franchised Hauler. If, after ninety (90) days, the City is unable to obtain payment by the Franchised Hauler, and there is no pending good faith dispute as to the invoice, then the Contractor may declare the City to be in breach of this Agreement and serve City with notice of breach.

(iii) The City shall be allowed a reasonable opportunity to cure the breach after receipt of written notice of breach. During the cure period, the City shall, in its sole discretion, develop an agreeable plan for curing the Franchised Hauler's delinquency. City actions to cure may include, but not be limited to, terminating the Franchised Hauler's contract, filing for receivership, obtaining financial assurances adequate to Contractor, or selecting a new primary hauler and entering into a new franchise agreement with terms guaranteeing repayment to Contractor of all outstanding balances over a period of time through a supplemental rate structure. During the cure period, interest at the rate of one percent (1.0%) per month shall also begin to accrue on any liquidated amounts of delinquent Gate Rates. As long as City takes any of the actions described in this subsection (iii) to secure payment of all delinquent amounts, then in no event shall City be required to pay any outstanding invoices.

(iv) Nothing in this Section is intended to limit or inhibit Contractor from asserting any legal rights it may have against City's Franchised Hauler in order to secure payment of delinquent invoices. For example, Contractor at its sole discretion may place any Franchised Hauler or other entity on a Cash on Delivery (COD) payment basis if the Franchised Hauler is deemed delinquent as well as any other legal remedies as may be available to it subject to the terms of this Agreement.

2.7 Flow Control Enforcement.

(a) The City shall not enter into any new contract, franchise, permit, authorization or license, or grant any assignment or transfer of an existing contract, franchise, permit, authorization or license, or grant any other approval or take any other action that is inconsistent with the requirements of this Agreement, including the City's commitment to deliver Committed City Waste

to the Contractor and County Facilities as required herein except as may be agreed to by Contractor.

(b) The City agrees that the Contractor shall be a third party beneficiary of the obligation of all City Franchised Haulers over which the City has exercised flow control to deliver Committed City Waste to the Contractor and County Facilities, and that Contractor may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchised Hauler of the Contractor's third party beneficiary rights. Delivery of a fully executed copy of this Agreement to the Franchised Hauler shall constitute such notification.

(c) The City, in cooperation with the Contractor, shall establish, implement, carry out and enforce a waste flow enforcement program that is sufficient to reasonably assure the delivery of all Committed City Waste to the Contractor and County Facilities consistent with this Agreement. The waste flow enforcement program shall consist of amending City contracts, franchises, permits, authorizations or licenses with Franchised Haulers, to the extent required by this Agreement, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with this Agreement, but shall not be limited to: (1) granting or issuing contracts, franchises, permits, authorizations or licenses to Franchised Haulers, upon the condition of compliance with this Agreement, and (2) providing for and taking appropriate reasonable enforcement action under any such contract, franchise, permit, authorization or license, such as, but not limited to, the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchised Haulers as determined appropriate by the City in its sole discretion.

(d) Contractor may initiate enforcement action as a third party beneficiary of this Agreement at its sole cost and expense, if the City's Franchised Hauler fails to honor its commitments to deliver Committed City Waste to Contractor ten (10) days after providing written notification to the City. The City shall reasonably cooperate with Contractor if Contractor initiates such action.

(e) The City shall use its good faith efforts to preserve, protect and defend its rights to exercise and comply with this Agreement against any challenge thereto, legal or otherwise (including any lawsuits involving the City as Party, whether as plaintiff or defendant), by any Franchised Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. At the request of the Contractor and at the option of the City, the City may assign its rights and obligations pursuant to this paragraph to the Contractor, and the Contractor shall, at Contractor's election, accept such assignment and the Contractor shall defend the City at the Contractor's sole cost and expense or indemnify the City for the payment of any costs incurred by the City in defense of any such challenge. The City and Contractor shall cooperate and coordinate in any such defense.

(f) The City shall immediately notify the Contractor of any changes in the contract, franchise, permit, authorization or license of its Franchised Hauler that may affect the Franchised Hauler's obligation or ability to comply with the City's commitment to deliver Committed City Waste to Contractor and the County Facilities. Notwithstanding the foregoing this clause shall not relieve the City of its obligations under Sections 2.1, 2.4 and 2.7 of this Agreement.

(g) The City shall cooperate with the Contractor in collecting information and otherwise monitoring the City's Franchised Hauler in order to assure compliance with this Agreement. Such

information may include, to the extent practicable, data pertaining to Committed City Waste collected, stored, processed and disposed of, and all other information which is reasonably available to the City and may be required by the Contractor in connection with this Agreement.

(h) A breach or default by the City as to its commitment of Committed City Waste under this Section shall not be considered a breach or default by the County or any other Committed City. A breach or default by the County as to its commitment of Committed County Waste under this Section shall not be considered a breach or default by any Committed City. In no event shall the City have any obligation for any other Committed City or any Committed City have any obligation for the County and no joint or several liability shall apply under any circumstance.

(i) In the event Contractor, by reason of a Force Majeure Event, is unable to accept delivery of the City's Committed City Waste at the Central Landfill, then Contractor shall ensure that the Committed City Waste is transferred to and disposed of at another permitted facility, at no additional cost to the City, until the Force Majeure Event is lifted.

(j) It is the intention of the Parties that this Agreement and the obligations and rights of the City hereunder, including particularly the commitment of delivery of Committed City Waste to Contractor and the County Facilities, shall to the extent permitted by Applicable Law extend to any territory annexed by the City and shall bind any successor or restructured Governmental Authority which shall assume or succeed to the rights of the City under Applicable Law.

ARTICLE 3. TERM OF AGREEMENT

3.1 Initial Twenty Five-Year Term

The initial Term of this Agreement shall commence on the Effective Date and continue until the twenty-fifth (25th) anniversary of the Effective Date. As used herein, the "Effective Date" of this Agreement is and shall be the same as the Effective Date of the County Operations Agreement.

3.2 Option to Extend Agreement

Under Section 12.5 of the County Operations Agreement, the County and each Committed City shall independently have six (6) successive options to continue to commit its Committed City Waste to Contractor for an additional five (5) years per option. The County and/or each City seeking an extension must provide written notice of its decision to exercise each option no later than twelve (12) months prior to the expiration of the then-prior period under which the City's Waste has been committed (e.g., the initial option must be exercised by the twenty fourth (24th) year anniversary of the Effective Date). The exercise of the options shall be within the sole respective discretion of the County or City and the exercise of one option does not guaranty or mean that the succeeding option or options will be exercised; provided, however, that the subsequent options may not be exercised unless the immediately preceding option has been exercised. The terms of the County's and each City's six (6) successive options, assuming a Commencement Date in 2014, follow below:

Option #1: Years 2039-2044

Option #2: Years 2044-2049

Option #3: Years 2049-2054

Option #4: Years 2054-2059

Option #5: Years 2059-2064

Option #6: Years 2064-2069

(a) Notwithstanding the foregoing, Contractor shall not be obligated to accept deliveries of any Waste from the County or any Committed City at any point in time after the initial Term of this Agreement unless both of the following conditions are met:

(1) The Central Landfill shall have sufficient Permitted Disposal Capacity to Dispose of all Waste to be delivered by the County and Committed Cities extending their Waste delivery commitments to Contractor; and

(2) Jurisdictions timely exercising their options to extend their Waste delivery commitments shall have contributed through their Franchised Haulers at least sixty percent (60%) of the total Committed Waste deliveries of all jurisdictions delivering material to the County Facilities for the two year period immediately preceding the date by which these jurisdictions must have exercised their options to extend their commitment.

3.3 Right To Use County Transfer Stations At Market Rates.

Provided that Contractor remains under contract with the County to operate any or all of the County Transfer Stations following the expiration of the City's Waste Delivery Agreement, Contractor agrees to and shall provide transfer station and Transportation services for the City's Committed Waste at Market Rates for as long as the Contractor has the right to operate any such Transfer Station. Any disputes regarding whether Contractor is offering to provide such services at Market Rates may be submitted by either party to Dispute Resolution, but the dispute must be submitted to Dispute Resolution no later than 45 days following the expiration of the Initial Term.

ARTICLE 4. CONDITIONS PRECEDENT

4.1 Conditions Precedent.

This Agreement shall not become effective, and the Parties shall have no obligations to each other by reason of this Agreement, until the following conditions precedent have been met, or unless otherwise agreed to in writing between Contractor and City.

(a) Waste Flow Commitments.

All of the Cities listed below shall have entered into Waste Delivery Agreements with Contractor whereby each City has agreed to deliver and/or shall cause all of their Franchised Haulers to deliver all Committed City Waste to the Contractor and County Facilities for a minimum period of twenty-five (25) years, commencing on the Effective Date. The Cities that must enter into such Waste Delivery Agreement to satisfy this condition are: Cloverdale, Cotati, Healdsburg, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and the Town of Windsor.

(b) Water Treatment Plant Discharge Agreement and Permits.

Contractor shall receive as the operator of the Landfill a valid permit for leachate disposal with the Subregional Wastewater Treatment and Reclamation System Laguna Plant allowing acceptance of leachate generated from the Landfill for a fee not to exceed one percent (1%) over the current fees for such disposal. The County has entered into an Agreement for Sewer Transmission Services with the City of Cotati wherein Cotati agrees to allow the County to use its sewer line to transfer leachate from the Landfill to the Subregional Wastewater Treatment and Reclamation System Laguna Plant.

(c) Landfill and Landfill Expansion Permits.

This condition precedent has already been met. On March 14, 2013, Contractor received as the operator of the Landfill a valid Solid Waste Facilities Permit, Waste Discharge Requirements, NSPS permit and all other Permits required for the operation of the Landfill and the construction and operation of an additional 8.5 million cubic yards of new Disposal capacity adjacent to the existing Landfill and on the Landfill Land, which Permits shall be in a form satisfactory to Contractor in its sole discretion.

(d) Validity of City or Town Council Approval of this Agreement.

The City/Town Council of City shall have duly authorized the City's signing and performance of this Agreement, and of all of the City's obligations in this Agreement shall be legally enforceable and binding obligations of the City.

(e) Franchised Hauler's Execution of Exhibit C.

To the extent (i) the City exercises Flow Control over its Committed City Waste, and (ii) the Committed City Waste does not include Construction and Demolition Wastes, then the City's Franchised Hauler(s) shall have duly approved and executed the Franchised Hauler's Agreement to be bound by the City's Waste Delivery Agreement in the form attached hereto as Exhibit C. It is expressly understood that this specific provision is limited to a commitment of Construction and Demolition Debris by Franchised Haulers only.

(f) Settlement Agreements With Cities.

The County and the Committed Cities shall each have entered into written Settlement Agreements pertaining to the Cities' alleged liabilities arising out of or relating to the County Facilities.

(g) Corporate Guaranty.

Contractor shall have delivered to City a duly approved and executed parent company guaranty in the form attached hereto as Exhibit F.

(h) Accuracy of Contractor's Representations.

The Contractor's representations in Article 7 and throughout this Agreement shall be true, correct and not misleading due to a material omission as of the Execution Date and as of the Effective Date.

ARTICLE 5. ASSUMED AND EXCLUDED LIABILITIES

5.1 Assumed Liabilities

Subject to the terms and conditions set forth herein and upon the Effective Date of the County Operations Agreement, Contractor shall assume and retain, at its sole cost and expense, all obligations and liabilities of any kind or nature whatsoever related to, arising from or associated with any of the following items set forth in this Section (collectively, "Assumed Liabilities"); provided, however, that the Assumed Liabilities shall not include any of the Excluded Liabilities described below and the Assumed Liabilities shall not apply to any obligations or liabilities, including Third Party Environmental Claims, associated with the Household Hazardous Waste Facility or the Compost Facility, Future Compost Facility or any other composting operation on the Landfill Land, unless and until the Contractor assumes operation of the Household Hazardous Waste Facility and/or the Compost Facility or Future Compost Facility consistent with the terms of the County Operations Agreement. The Assumed Liabilities are the obligations and liabilities of the County and the alleged liabilities of Committed Cities and are assumed and retained by Contractor irrespective of the cause thereof or any alleged fault by the County, a Committed City, a third party or any other entity related thereto. The Assumed Liabilities are as follows:

(a) Indemnification Obligations. Payment and performance of all of Contractor's defense and indemnity obligations under Article 6.

(b) Landfill Liabilities. Although County will be retaining ownership of the Landfill, Contractor shall assume all liabilities related to the ownership or possession of the Landfill arising on or after the Effective Date including liability arising out of: (i) any Remediation determined necessary or desirable by Contractor or required by the Permits, Applicable Law or any Governmental Authority; (ii) any Environmental Conditions; (iii) the ownership or possession of any equipment, structures, fixtures, surface impoundments or any other facility used for the treatment, storage, handling or disposal of Hazardous Substances, leachate and/or landfill gas; (iv) liabilities concerning the Landfill and other solid waste handling operations on the Landfill Land conducted by Contractor or its subcontractors after the Effective Date and arising pursuant to Applicable Law, Permits and Governmental Authorities; (v) Closure and Post-Closure Obligations and (vi) taxes (including property, business and income taxes) incurred and assessed after the Effective Date. Notwithstanding the foregoing, Assumed Liabilities shall not include liabilities under this Section to the extent arising out of or caused by the HHW Facility, Compost Facility or any future compost facility, to the extent such facilities continue to be operated by a third party over whom Contractor has no control, or any Closed County Landfill, including but not limited to any leachate or landfill gas migrating from any Closed County Landfill. The foregoing Assumed Liability and the indemnity associated therewith in Section 6.1(a) (iii) is intended to operate as an agreement pursuant to section 107(e) of CERCLA, 42 U.S.C. §9607(e), and California Health & Safety Code §25364, to defend, protect, hold harmless and indemnify the City from all losses and liabilities described in this subsection 5.1 (b).

(c) Transfer Station and Materials Recovery Facility Liabilities. Although County will be retaining ownership of the Transfer Stations and Materials Recovery Facility, Contractor

shall assume all Liabilities and Losses related to ownership, possession, use and operation of the Transfer Stations and Materials Recovery Facility during the Committed Waste Period and any County Facilities Operations Period during which Contractor operates the Transfer Stations including for any (i) Environmental Conditions; (ii) Transportation of Waste and other materials as provided for in this Agreement; (iii) work (including work to address Environmental Conditions) determined necessary or desirable by Contractor or as the result of a Third Party Environmental Claim; (iv) the ownership, operation, use or possession of any equipment, structures, fixtures, surface impoundments or any other facility used for operation of the Transfer Facilities or Materials Recovery Facility, including the treatment, storage, handling or Disposal of Hazardous Substances, leachate and/or landfill gas; (v) all operations conducted at or associated with the Transfer Facilities or Materials Recovery Facility or the business conducted at the Transfer Facilities or Materials Recovery Facility; and (vi) compliance with the Permits and Applicable Law. Notwithstanding the foregoing, Assumed Liabilities shall not include (1) Liabilities under this Subsection to the extent arising out of or caused by any Closed County Landfill, including any leachate, landfill gas or Hazardous Substances at or released or migrating from any Closed County Landfill, or (2), unless otherwise agreed in a writing subsequently signed by both parties hereto, Liabilities relating to the Compost Facility, Future Compost Facility, any other composting operation on the Landfill Land or the Household Hazardous Waste Facility.

(d) Compliance Liabilities. Any and all liabilities and obligations arising out of or related to compliance after the Effective Date with (i) the Permits; (ii) Governmental Authority mandates, directives, orders, agreements, claims rights, actions, causes of actions, investigations, proceedings, suits and obligations of any kind related to the solid waste operations on the Landfill Land and/or the Facilities; and (iii) Applicable Law. Notwithstanding the foregoing, Assumed Liabilities shall not include Losses or Liabilities to the extent arising out of or caused by (1) any Closed County Landfill, including any leachate, landfill gas or Hazardous Substances at or released or migrating from any Closed County Landfill or (2), unless otherwise agreed in a writing subsequently signed by both parties hereto, Losses or Liabilities relating to the Compost Facility, Future Compost Facility, any other composting operation on the Landfill Land or Household Hazardous Waste Facility.

(e) Pending Permit Applications. Obligations to process, obtain approval of and satisfy any applicable conditions relating to any pending Permit applications, new Permits or any amendments, modifications, extensions or renewals of any existing Permits, variances, certificates, licenses, consents, authorizations and approvals, in each case relating to the Landfill or other County facilities and arising or accruing from and after the Effective Date.

(f) Contractual Liabilities. Obligations and liabilities of Contractor under the Waste Delivery Agreements and the Assigned Contracts arising or accruing from and after the Effective Date; provided, however, Contractor shall assume all obligations and liabilities under the Assigned Contracts relating to Environmental Conditions and Remediation of the Central Landfill irrespective of the date on which such obligations or liabilities arise or accrue. Notwithstanding the foregoing, Assumed Liabilities shall not include liabilities under this subsection to the extent arising out of or caused by any Closed County Landfill, including any leachate, landfill gas or Hazardous Substances at or released or migrating from any Closed

County Landfill.

(g) Changes in Assumed Liabilities. Any modification, increase, alteration or change in the Assumed Liabilities after the Effective Date for any reason, including modifications, increases, alterations or changes arising out of, related to or caused by any Change in Law, a Force Majeure Event or a change in Permit requirements or obligations; provided, however, that the foregoing shall not diminish any rights that Contractor has under this Agreement in the event of a Change in Law or a Force Majeure Event.

(h) Other Specified Liabilities. All other liabilities, obligations or responsibilities expressly allocated to Contractor, and not excluded as an Excluded Liability, in the County Operations Agreement.

5.2 Excluded Liabilities

Except as explicitly and expressly set forth in this Agreement, Contractor shall not, by the execution and performance of this Agreement or otherwise (including under theories of successor liability), assume, become responsible for or incur any liability or obligation of any nature of County or of the Committed Cities whatsoever arising, or relating to events occurring, on or prior to the Effective Date, whether legal or equitable or matured or contingent including but not limited to: (i) any obligation to reimburse the County or City for expenditures made by the County, City or other Entity or expenditures which accrued and were payable under contract (or would have been payable if billed) but were unpaid prior to the Effective Date on account of any of the Assumed Liabilities; and (ii) any Excluded Liabilities as set forth in this Section "Excluded Liabilities" means:

(a) any Liability under (A) any employment, severance, retention or termination agreement with any employee of County, or (B) any collective bargaining agreement covering any employee of County, or (C) under any employee benefit plans maintained by, or contributed to, by County, or (D) relating to payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, retirement benefits, health care plans or benefits or any other employee plans, programs or benefits of any kind for employees or former employees of County;

(b) any Liability arising out of or relating to any employee grievance, whether or not the affected employees are hired by Contractor, relating to events occurring on or prior to the Effective Date.

(c) any Liability resulting from County's failure to comply with any applicable plant-closing Laws.

(d) Loses and Claims for contract damages (including quantum meruit), indemnity or equitable relief based on the breach or default by the County or City prior to the Effective Date under a contract (including an Assigned Contract) related to the Landfill Land or the Facilities.

(e) a Third Party Claim for tort damages, personal injury and/or property damage which is caused by the County or City and directly arising out of the County Facilities (other than the Landfill) prior to the Effective Date.

(f) any amounts owing to Third Parties under contract from the County or City that have accrued as of the Effective Date.

(g) Losses and Claims arising out of disposal by the County, City or Third Parties of the County's Hazardous Substances, Household Hazardous Waste and unpermitted Waste prior to the Effective Date to facilities other than the Landfill, Vasco Road Landfill, Potrero Landfill or Keller Landfill (including the Transportation and conveyance to such other facilities).

(h) The nonpayment by the County of permit fees to the Board of Equalization, LEA RWQCB and applicable Air Quality Management Districts relating to the County Facilities for the period prior to Effective Date.

(i) In the event the County does not exercise its option in Article 7 of the County Operations Agreement to have Contractor control the Compost Facility or Future Compost Facility and/or any composting operations on the Landfill Land and/or the Household Hazardous Facility on the Landfill Land, and Contractor does not agree in writing to assume responsibility for such operations, then Excluded Liabilities shall include any Liabilities, Losses or Claims arising from or relating to: (a) the presence or operation of the Compost Facility, Future Compost Facility and any other composting operation on the Landfill Land and the Household Hazardous Waste Facility, and (b) any agreements between the County, the Waste Management Agency and/or the operators of the Compost Facility, relating to any composting operation on the Landfill Land, and/or the Household Hazardous Waste Facility.

(j) In the event the County does not exercise its option in Article 7 of the County Operations Agreement to have Contractor control the Compost Facility or Future Compost Facility and/or any composting operations on the Landfill Land and/or the Household Hazardous Facility on the Landfill Land, and Contractor does not agree in writing to assume responsibility for such operations, then Excluded Liabilities shall also include any Liabilities, Losses or Claims arising from or relating to: the Compost Facility, Future Compost Facility, any composting operations on the Landfill Land, and/or the Household Hazardous Waste Facility, and including without limiting the generality of the foregoing, any groundwater contamination, surface water contamination, subsurface migration, odors, disease vectors, nuisance vectors, trespass and/or nuisance claims, notice of permit violation, notice to comply, or violations of Applicable Law relating to any of the foregoing facilities or operations.

(k) Any Liabilities or Losses arising after the termination of Contractor's operation of the Transfer Stations and Materials Recovery Facility in accordance with the terms of the County Operations Agreement and relating to the presence of these Facilities or the operation of these Facilities by a Third Party, but excluding any work required to address Environmental Conditions arising from Contractor's operations;

(l) Any Liabilities or Losses arising from, relating to or connected with any of the Closed County Landfills or any Hazardous Substances, landfill gas or leachate in or from such Closed County Landfills;

(m) Any Liabilities or Losses arising from, relating to or connected with the matters described in the Notice of Violations And Intent to File Suit under the Federal Water Pollution Control Act from the law firm of Lozeau Drury LLP to the County dated November 9, 2012, and any

litigation arising therefrom, except to the extent specifically agreed to by Contractor in writing prior to the Effective Date;

(n) Any Liabilities or Losses arising from, relating to or connected with any abandoned, removed or leaking underground fuel storage tanks at the Guerneville, Annapolis, Healdsburg and Sonoma Transfer Stations arising before the Effective Date;

(o) Any Liabilities or Losses arising from, relating to or connected with the operations by the County or by Third Parties of the Guerneville Maintenance Site and the Reuse and Recycling Operations at Sonoma Transfer Station;

(p) All other Liabilities or Losses expressly allocated to County, the City and/or the Committed Cities in this Agreement.

ARTICLE 6. INDEMNIFICATION , RELEASE AND COVENANT NOT TO SUE

6.1 Indemnification by Contractor

(a) Contractor shall indemnify, defend and hold the City harmless from and against all losses which arise out of, result from or relate to any of the following ("Indemnified Claims"):

(i) Any material breach or material default under the County Operations Agreement, and/or this Agreement by Contractor;

(ii) Any material breach of any of the representations or warranties made in the County Operations Agreement and/or this Agreement;

(iii) Any and all Assumed Liabilities (but excluding Excluded Liabilities), including the failure of Contractor to pay, perform, satisfy or otherwise discharge in full when due the Assumed Liabilities;

(iv) The use, exploration, production, recovery, sale, transfer and/or distribution of landfill gas from the Landfill (and any byproducts or end products thereof, including electricity) from and after the Effective Date and during the Term;

(v) Any claim challenging this Agreement or the County Operations Agreement, including any counterclaim or cross-claim arising therefrom, by a partner, officer, shareholder, director or other entity deriving its rights by or through the Contractor and challenging the Agreement;

(vi) The past, present and future acceptance, disposal, treatment, processing or sorting by Contractor of Waste and other materials in or at any County Facility from and after the Effective Date and during the Term;

(vii) The screening by Contractor or any affiliate of any Waste and other materials in or at any County Facility;

(viii) The past, present and future acceptance, disposal, treatment, processing or sorting by Contractor or any affiliate of any Waste and other materials at or in any facility other than the County Facilities;

(ix) The screening by Contractor or any affiliate of any Waste and other materials

at or in any facility other than the Facilities (including facilities located outside of the County of Sonoma) during the Term;

(x) Any Claim (a) asserted by a Third Party arising out of, related to or resulting from the Land or the County Facilities (other than Excluded Liabilities and those Claims expressly covered by the County's indemnities), and (b) where such Third Party Claim is a result of, related to or arises from Contractor's actions to pursue an Entity for: (i) any Indemnified Claim; or (ii) any Assigned Environmental Claim;

(xi) Any claim, counterclaim or right to contribution by a third party arising out of, related to or resulting from the Landfill or the County Facilities (other than those claims, counterclaims or rights to contribution expressly covered by the County's indemnities under Section 15.6 of the County Operations Agreement or related to or arising from any Excluded Liability); and

(xii) Any claim, counterclaim, or right of contribution against the City as a result of or arising from Contractor's actions to pursue an entity for any Indemnified Claim.

(b) Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement.

(c) Notwithstanding the foregoing or any other provision of this Agreement, Contractor shall retain and have the right and ability (but not the obligation) to pursue any or all third parties for any Indemnified Claims. Contractor shall indemnify City if such third party files a claim against City for any Indemnified Claims.

(d) Furthermore, nothing in this Section or this Agreement shall be construed to impose any defense or indemnity obligation or any other form of liability on Contractor, its subcontractors or any member of the Contractor Parties or their successors and assigns in any way whatsoever relating to, arising from or connected with the Closed County Landfills.

(e) Nothing in this indemnity shall be construed to create any duty or include any obligation of Contractor to defend, hold harmless or indemnify the County, any Committed City or any other Entity from any Liabilities, Losses or Claims arising from or relating to: the Compost Facility, Future Compost Facility, any composting operations on Landfill Land, and/or the Household Hazardous Waste Facility, and including without limiting the generality of the foregoing, any groundwater contamination, surface water contamination, subsurface migration, odors, disease vectors, nuisance vectors, trespass and/or nuisance claims, notice of permit violation, notice to comply, or violations of Applicable Law relating to any of these facilities or operations.

6.2 Contractor's Release Of County Group And Committed Cities

CONTRACTOR, FOR ITSELF AND ON BEHALF OF EACH OF ITS MEMBERS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DOES HEREBY RELEASE, HOLD HARMLESS AND FOREVER DISCHARGE THE COUNTY, EACH MEMBER OF THE COUNTY GROUP AND THE COMMITTED CITIES FROM ANY AND ALL LOSSES, IN EACH CASE, OF ANY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, HIDDEN OR CONCEALED, TO THE PERSON OR PROPERTY OF CONTRACTOR, ITS SUCCESSORS AND ASSIGNS,

RESULTING FROM OR ARISING OUT OF (1) ANY LOSSES COVERED BY CONTRACTOR'S INDEMNITIES, SET FORTH IN SECTION 6.1; (2) THE PAST, PRESENT, CONTINUED AND FUTURE SCREENING, ACCEPTANCE, DISPOSAL, TREATMENT, SORTING, HANDLING AND PROCESSING BY THE CONTRACTOR GROUP OF WASTE OR OTHER MATERIAL (INCLUDING COMMITTED COUNTY WASTE, COMMITTED CITY WASTE AND SELF-HAUL WASTE) AT OR IN THE LANDFILL, EXCEPT FOR SCREENING, TREATMENT OR PROCESSING THAT OCCURRED AT RECYCLETOWN ON THE LANDFILL PRIOR TO THE EFFECTIVE DATE; (3) THE SCREENING, ACCEPTANCE, DISPOSAL, TREATMENT, SORTING, HANDLING AND PROCESSING OF WASTE OR OTHER MATERIAL (INCLUDING COMMITTED COUNTY WASTE, COMMITTED CITY WASTE AND SELF-HAUL WASTE) AT THE TRANSFER STATIONS OCCURRING DURING THE COMMITTED WASTE PERIOD AND ANY COUNTY FACILITIES OPERATING PERIOD; (4) THE DISPOSAL OF WASTE BY CONTRACTOR AFTER THE EFFECTIVE DATE COMING FROM THE COUNTY AT FACILITIES OTHER THAN THE COUNTY FACILITIES (INCLUDING FACILITIES LOCATED OUTSIDE OF THE COUNTY BUT EXCLUDING FACILITIES NOT OWNED OR OPERATED BY CONTRACTOR OR ITS PRIME SUBCONTRACTOR); (5) ANY REMEDIATION, CLOSURE AND POST-CLOSURE OBLIGATIONS OF CONTRACTOR SET FORTH IN THIS AGREEMENT; (6) ANY MATTER OR ITEM INCLUDED WITHIN THE ASSUMED LIABILITIES (BUT EXCLUDING ANY EXCLUDED LIABILITIES); (7) ANY ENVIRONMENTAL CONDITION AT THE TRANSFER STATIONS OCCURRING DURING THE COMMITTED WASTE PERIOD OR COUNTY FACILITIES OPERATIONS PERIOD; AND (8) ANY ENVIRONMENTAL CONDITION AT THE MATERIALS RECOVERY FACILITY OCCURRING DURING THE COMMITTED WASTE PERIOD OR THE COUNTY FACILITIES OPERATING PERIOD.

CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS THAT IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT BY VIRTUE OF THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY OTHER STATUTE OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT), WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

IN THIS CONNECTION, CONTRACTOR HEREBY AGREES, REPRESENTS, AND WARRANTS THAT IT REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CLAIMS THAT ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND IT FURTHER AGREES, REPRESENTS, AND WARRANTS THAT THIS RELEASE HAS BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND IT NEVERTHELESS HEREBY INTENDS TO RELEASE THE COUNTY, THE OTHER MEMBERS OF THE COUNTY GROUP AND THE COMMITTED CITIES FROM THE LOSSES AND MATTERS DESCRIBED IN THIS SECTION.

NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, THIS RELEASE SHALL NOT RELEASE THE COUNTY OR ANY MEMBER OF THE COUNTY GROUP OR THE

COMMITTED CITIES FROM ANY OBLIGATIONS EACH OF THEM MAY HAVE UNDER THIS AGREEMENT OR ANY OTHER CONTRACT DOCUMENT, INCLUDING THE COUNTY'S INDEMNITY OBLIGATIONS UNDER SECTION 15.6 OF THE COUNTY OPERATIONS AGREEMENT. THIS RELEASE SHALL ALSO NOT RELEASE THE COMMITTED CITIES FROM THEIR RESPECTIVE OBLIGATIONS UNDER THEIR RESPECTIVE WASTE DELIVERY AGREEMENTS.

Contractor's Initials MAC

Notwithstanding the foregoing, the release set forth herein shall not preclude Contractor from, and Contractor hereby expressly reserves its right to, pursue all Third Parties (which expressly exclude any entity released hereby) for any matter covered by the release set forth in this Section.

6.3 Covenant Not to Sue

(a) Neither Contractor, nor any entity claiming through Contractor, shall have any rights, claims, remedies or actions against the City for any matter with respect to which Contractor has provided indemnification under this Agreement or a release under this Agreement. Notwithstanding the foregoing, Contractor is not assuming any liabilities or obligations for any matter covered by the Contractor's exceptions to indemnity under Section 6.4 of this Agreement

(b) Contractor, for itself, does hereby covenant forever and unconditionally not to sue, make any claim or take any action against the City for any loss arising out of, relating to (i) any Assumed Liabilities (but excluding Excluded Liabilities); (ii) any other matter with respect to which Contractor has provided indemnification or a release under the County Operations Agreement; and (iii) facilities other than the County Facilities at which Contractor disposes of or processes Waste from the County of Sonoma. The foregoing covenant not to sue shall not apply to any matter covered by the Contractor's exceptions to indemnity under Section 6.4 of this Agreement.

6.4 Exceptions to Scope of Contractor's Indemnity, Release and Covenant Not To Sue.

A. Compost Facility and HHW Facility at Landfill Land.

(i) Unless Contractor agrees to assume operation of the Compost Facility or future Compost Facility pursuant to Article 7 of the County Operations Agreement, Contractor shall have no obligation to defend, hold harmless or indemnify the City for any liabilities, losses, claims or Environmental Conditions that Contractor proves by a preponderance of evidence were or are caused by the presence or operation of any Compost Facility, the future Compost Facility, or other composting operation on the Landfill Land that may occur from and after the Effective Date, and Contractor's release and covenant not to sue shall not apply to any such claims or Environmental Conditions. Without limiting the foregoing and by way of example only, such post-Effective Date Environmental Conditions may include vehicle fuel or lubricant spills, contamination of or failure to control surface water run-off from composting operations, air emissions from composting operations, composting odors, nuisance claims, and aspergillum or other biological contamination of water or air caused by the composting of organic materials such as Food Waste, permit

violations, notices to comply, or violations of Applicable law; provided, however, that under all circumstances Contractor's indemnity, release and covenant not to sue shall apply to any leachate or landfill gas generated by the Central Landfill or Landfill operations.

(ii) Unless Contractor assumes operation of the Household Hazardous Waste Facility pursuant to Article 7 of the County Operations Agreement, Contractor shall have no obligation to defend, hold harmless or indemnify the City for any liabilities, losses, claims or Environmental Conditions that Contractor proves by a preponderance of evidence were or are caused by the presence or operation of the Household Hazardous Waste Facility at the Landfill Land, and Contractor's release and covenant not to sue shall not apply to any such claims or Environmental Conditions.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Contractor.

Contractor, by acceptance of this Agreement, hereby makes the following representations and warranties for the benefit of the City as of the Execution Date, each of which shall be deemed remade as of the Effective Date, unless Contractor specifies in writing otherwise.

(a) Corporate Status.

Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Contractor is qualified to transact businesses in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

(b) Corporate Authorization and Binding Obligation.

Contractor has the authority to enter into and perform its obligations under this Agreement. The officers of Contractor have taken all actions required by law, its articles of incorporation, bylaws, or otherwise, to authorize the execution of this Agreement. The person signing this Agreement on behalf of Contractor has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Contractor to comply with each of the provisions of this Agreement, except as such enforceability may be limited by Applicable Laws of general application affecting the rights of contracting parties, bankruptcy, insolvency or other similar Applicable Laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

(c) Agreement Will Not Cause Breach.

Neither the execution and delivery by Contractor of this Agreement, nor the performance of Contractor of its obligations hereunder:

1. Conflicts with, violates or will result in a violation of any existing applicable law; or

2. Conflicts with, violates or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing contract or instrument to which Contractor is a party, or by which Contractor or any of Contractor's properties or assets is bound; or

3. Will result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the properties or assets of Contractor which will interfere materially with Contractor's performance hereunder.

(d) No Litigation.

To the best of Contractor's knowledge, after reasonable investigation, and except as disclosed to the City, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or Governmental Authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by the City in writing.

(e) No Adverse Judicial Decisions.

To the best of Contractor's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Agreement or subjects this Agreement to legal challenge.

(f) Ability to Perform.

Contractor possesses the business, professional, and technical capabilities to operate the Landfill, accept and dispose of Waste at the Landfill and operate the Transfer Stations and Material Recovery Facility; Contractor possesses or knows of no impediment to its obtaining the Permits to perform this Agreement; and Contractor possesses the equipment, facility, and employee resources required to perform this Agreement.

(g) Contractor's Investigation.

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder and has taken these matters into consideration in its agreement to provide these services in exchange for the compensation provided for under the terms of this Agreement.

(h) Conflict of Interest.

Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement, the compensation to be paid under it and, further, that no City employee who acts in the City as a "purchasing agent" as defined

in the appropriate Section of California Statutes, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractor and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

(i) Representatives of the Parties.

Contractor has designated and submitted to the City, in writing, the name, title and contact information of a responsible officer who shall serve as the representative of Contractor and who shall have authority in all daily operational matters related to the Agreement. The City may rely upon action taken by such designated representative as action of Contractor unless for actions not taken within the scope of the Agreement. Unless otherwise specified in this Agreement, any action authorized or required to be taken by the City may be taken by the City Council or by an official or agent designated by the City Council.

(j) Financial Ability, Disclosures, No Material Changes.

Contractor has sufficient financial resources to perform all aspects of its obligations hereunder. Contractor has provided the County with audited financial statements which present fairly, in accordance with generally accepted accounting principles, the financial resources of Contractor. There has been no material adverse change in Contractor's or Contractor's parent company's financial circumstances since the date of the most recent financial statements.

(k) Contractor's Statements.

Contractor's proposal and any other supplementary information submitted to the City that the City has relied on in negotiations and entering into this Agreement, do not: (i) contain any untrue statement of a material fact, or (ii) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

(l) Landfill Disposal Capacity

Contractor has determined that the Central Landfill has sufficient Permitted Disposal Capacity to accept and dispose of all Committed City Waste delivered during the first twenty five (25) years of this Agreement.

7.2 City Representations and Warranties.

The City, by acceptance of this Agreement, hereby makes the following representations and warranties for the benefit of the Contractor as of the Execution Date, each of which shall be deemed remade as of the Effective Date, unless the City specifies in writing otherwise:

(a) Organization and Existence.

The City is a municipal corporation of the State.

(b) Execution, Delivery and Enforceability.

The City has full power to enter into, and to carry out its obligations under, this Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action required on the part of the City. This Agreement constitutes the valid and legally binding obligations of the City, enforceable against the City in accordance with its and their terms, except as such enforceability may be limited by Applicable Laws of general application affecting the rights of contracting parties (including those applying to enforcement against public entities), bankruptcy, insolvency or other similar Applicable Laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

(c) No Litigation.

To the best of the City's knowledge, after reasonable investigation, there is no claim, at law or in equity, before or by any court or Governmental Authority, third party, commission, board, agency or instrumentality decided, pending or threatened against the City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the City of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of the City.

(d) No Adverse Judicial Decisions.

To the best of the City's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Agreement or subject this Agreement to legal challenge.

(e) No Consents.

No consent or approval of, filing with or notice to any entity is required to be obtained or made by the City in connection with the City's execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, which, if not obtained or made, would prevent the City from performing its obligations hereunder or thereunder.

ARTICLE 8: EVENTS OF BREACH AND DEFAULT

8.1 Events of Breach

All provisions of this Agreement are considered material and City or Contractor's failure to perform any one of its obligations or services set forth in this Agreement shall constitute an event of breach. In addition, each of the following shall also constitute an event of breach:

(a) **Failure to Perform Obligations.** Contractor ceases to perform its services and obligations for the Committed Cities set forth in Exhibit E, for a minimum of either two (2) consecutive business days or three (3) non-consecutive business days within one (1) week for any reason within its control, but excluding a Force Majeure Event.

(b) **Failure to Maintain Coverage**. Contractor fails to provide or maintain in full force and effect insurance, liability, or indemnification coverage as required by this Agreement and Section 14.2 of the County Operations Agreement.

(c) **Violations of Applicable Law**. City or Contractor violates Applicable Law relative to this Agreement, including any orders or filings of any regulatory body having authority over the Party relative to this Agreement, provided that the Party may contest any such orders or filings in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred upon final resolution of the contest or appeal in favor of the Party.

(d) **Seizure or Attachment.** There is a seizure or attachment of, or levy on, some or all of Contractor's operating equipment, including, without limitation, its maintenance or office facilities, or any part thereof.

(e) **City's Failure to Perform Obligations.** The City ceases to perform its obligations as required under Article 2 of this Agreement, unless due to a Force Majeure Event. With respect to its requirement to cure delinquent payments by Franchised Hauler, as more fully set forth above in Section 2.7, the City is unable to obtain payment from the Franchised Hauler for delinquent invoices due to Contractor.

(f) **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, a receiver is appointed or Contractor's assets are involuntarily transferred or assigned, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.

8.2 Rights to Remedy Breach

The Party in breach shall promptly, or as soon as practicable, provide the other Party written notice of the breach. Upon written notice, the Party shall have a reasonable time to cure, but such cure period shall not exceed ninety (90) days, except as otherwise provided for the City in Section 2.7.

8.3 Events of Default

Each of the following shall constitute an event of default:

(a) **Failure to Cure Breach.** Failure to cure an event of breach as provided above in Section 8.2.

(b) **Repeated Pattern of Breach.** A pattern of breaches of this Agreement over time such that the combination of breaches constitutes a material failure by the Party to perform its obligations, even if each individual breach is later cured.

(c) **Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon the City.

(d) **False or Misleading Statements**. Any representation or disclosure made to the City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement. In addition, any Contractor-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting typographical and grammatical errors.

(e) **Criminal Activity.** Either Party, its officer, managers, or employees are found guilty of criminal activity related directly or indirectly to performance of this Agreement.

(f) **Assignment Without Approval.** Contractor transfers or assigns this Agreement without express written approval of the City.

8.4 Event of Default Not Curable

Neither Party shall have the right to cure an event of Default as set forth in Section 8.3. However, either Party may waive a default as provided below in Section 9.2.

ARTICLE 9: REMEDIES AND RESOLUTION OF DISPUTES

In addition to the flow control enforcement remedies provided above in Section 2.7, City and Contractor shall each have the following remedies, upon a determination that the other party has committed an event of default:

9.1 Right to Terminate

City or Contractor may terminate this Agreement. The Party seeking termination shall (a) first, provide written notice to the other Party that it intends to terminate; and (b) second, obtain a court order from a court of competent jurisdiction in Sonoma County in order to effectuate termination. Termination shall be effective on the date specified in the court order.

9.2 Waiver of Default

City or Contractor may waive any default of the other Party if, in the Party's sole discretion, such a waiver would be in the best interests of both parties. A Party's waiver of default is not a waiver of future events that may have the same or similar conditions.

9.3 Other Available Remedies

A Party's election of one or more remedies described herein shall not limit that Party from any and all other remedies at law and in equity.

9.4 Dispute Resolution

(a) **Informal Resolution.** Should any dispute arise with respect to the performance and obligations of the Parties hereunder, at any time during the term of this Agreement, the provisions of this Section shall apply. Either Party shall give the other written notice of such dispute. Such

notice shall specify a date and location for the Parties to meet and confer in good faith to resolve any dispute that may arise in a cooperative and mutually satisfactory manner. City and Contractor shall attempt to resolve their disputes informally to the maximum extent possible. In the event the Parties cannot resolve such dispute within thirty (30) days of such notice, either Party may propose to enter mediation or non-binding arbitration, as set forth below.

(b) **Mediation.** Either Party may propose the appointment of a mediator for advice and non-binding mediation, and the Parties shall cooperate in promptly scheduling the mediation.

(i) The mediation shall be conducted by the Judicial Mediation and Arbitration Service (JAMS) or such other service the parties agree on. The neutral shall be selected by the parties, but if they are unable to agree on a mediator, JAMS or the substitute service shall select the mediator in accordance with its rules.

(ii) If the mediator is unable, within thirty (30) days thereafter, to reach a determination as to the matter in dispute in a manner acceptable to the Parties hereto, then either Party may refer the matter to non-binding arbitration or a Court of competent jurisdiction.

(c) **Non-Binding Arbitration.** Either Party may propose to enter non-binding arbitration, and the other Party shall attend such arbitration proceedings. Arbitration proceedings shall be in accordance with California Code of Civil Procedure Section 1280 et. seq., the then-current JAMS Streamlined Arbitration Rules, and the terms of this Section. The arbitration shall be administered by JAMS and conducted in the County of Sonoma.

(i) If the Parties are unable to select an arbitrator, JAMS shall select a qualified arbitrator from its panel. If JAMS is unwilling or unable to (1) serve as the provider of arbitration or (2) enforce any provision of this arbitration clause, the Parties may mutually designate another arbitration organization with similar procedures to serve as the provider of arbitration. If the parties cannot agree on the arbitration organization, the Presiding Judge of the Sonoma County Superior Court shall designate such an organization upon the petition of either Party. The arbitrator shall be independent of, and unaffiliated with, each Party and shall not ever have been an employee of either Party, under contract with either Party in the past five (5) years or acted as an arbitrator for such Party within the past five (5) years.

(ii) The arbitrator shall have the authority and power to award costs, including attorneys' fees and costs to the prevailing Party. Unless otherwise awarded by the arbitrator, the Parties shall evenly split the cost of any arbitration under this Section.

(d) **Pendency of Dispute.** During the pendency of any dispute under this Section, all applicable time periods directly related to the dispute shall be tolled until its resolution; provided, however, that no tolling shall apply to any matters other than those directly related to the dispute and such tolling shall not entitle a Party to breach, default, or fail to perform its obligations under this Agreement. In addition, the pendency of any dispute shall not stay or affect either Party's remedies under this Agreement, including but not limited to its rights to terminate.

ARTICLE 10: GENERAL PROVISIONS

10.1 Further Instruments

Each party will, whenever and as often as it shall be reasonably requested so to do by the

other, cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and, purpose of this Agreement.

10.2 Corporate Guaranty

As a condition precedent to the effectiveness of this Agreement, Contractor's parent company, Republic Services, Inc., shall duly authorize, execute and deliver to the City the Corporate Guaranty attached hereto as Exhibit F.

10.3 Entire Agreement; Amendments

This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior or contemporaneous agreements or understandings, verbal or written, between the Parties hereto respecting such matters. This Agreement may be amended by written agreement of amendment executed by both Parties hereto, but not otherwise.

10.4 Governing Law and Venue

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action that is commenced by either party to enforce or interpret any of the terms and conditions of this Agreement shall be brought in a court of competent jurisdiction for Sonoma County.

10.5 Successors and Assigns.

(a) Contractor shall not assign or transfer its rights or obligations under this Agreement without the express written consent of the City, which consent shall not be unreasonably withheld (in which event such transferee shall assume in writing all of the transferor's obligations hereunder, but such transferor shall not be released from its obligations hereunder). No consent given by the City to any transfer or assignment of the Contractor's rights or obligations hereunder shall be construed as consent to any other transfer or assignment of Contractor's rights or obligations hereunder. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Any assignment of this Agreement without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement and immediately exercise all rights and remedies hereunder. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties. If Contractor obtains express written consent of City to assign or transfer its rights and obligations, then Contractor shall follow the provisions for assignment and transfer in accordance with Section 19.2 of the County Operations Agreement. The transfer or assignment of this Agreement, along with the assets of Contractor, to another wholly owned subsidiary of Republic Services, Inc. or its successor shall not be deemed an assignment.

(b) City may assign its rights and responsibilities under this Agreement to any other entity as long as any such proposed assignee under this Section shall: (1) have the legal authority and financial capacity sufficient to assume and perform all of City's obligations hereunder; and (b) shall agree in writing to do so.

10.6 Notices.

Any notice which a Party is required or may desire to give the other shall be in writing and shall be sent by personal delivery or by either (i) United States registered or certified mail, return receipt requested, postage prepaid, or (ii) Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery, addressed as follows:

To City:

Town of Windsor
Attn: Town Manager
9291 Old Redwood Hwy
Windsor, California 95492
Phone: (707) 838-5315
Fax: (707) 838-7349

To Contractor:

Operations Manager
Republic Services of Sonoma County
500 Meacham Road
Petaluma, California 94952
Phone: (510) 453-8501
Fax: (707) 795-4635

and to:

Area President
Republic Services
3260 Blume Dr., Suite 200
Richmond, CA 94806
Phone: (510) 262-7566
Fax: (510) 262-7565

Any notice so given by mail shall be deemed to have been given as of the date of delivery established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be, whether accepted or refused. Any such notice not so given shall be deemed given upon receipt of the same by the Party to whom the same is to be given. Any Party hereto may designate a different address for itself by notice to the other Party in accordance with this Section. Delivery to each Party's designated representative listed above shall be deemed personal delivery to that Party.

10.7 Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

10.8 Severability

[continued on next page]

If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid by such court, shall not be affected thereby.

10.9 Interpretation

To the extent there are any inconsistencies between this Agreement and the County Operations Agreement, the intent is for these two agreements to be read together in a manner to provide for consistency between them; provided, however, that under all circumstances the provisions in the County Operations Agreement shall control for the purposes of setting Gate Rates at the County facilities.

Dated: September 30, 2014

TOWN OF WINDSOR

By: Linda Kelly
LINDA KELLY
TOWN MANAGER

Dated: 1/16/15

CONTRACTOR:

REPUBLIC SERVICES OF SONOMA COUNTY, INC., A DELAWARE CORPORATION

By: Michael Caprio
Name: Michael Caprio
Title: Area President

APPROVED AS TO FORM:
Robin Paige Donoghue

Robin Donoghue, Town Attorney

Exhibit A

LEGAL DESCRIPTION OF LAND: CENTRAL LANDFILL

The land referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area, and is described as follows:

TRACT ONE:

PARCEL ONE:

BEING A PORTION OF THE-LANDS OF LUI STEFENONI, ET UX, AS RECORDED IN BOOK 570, OFFICIAL RECORDS, PAGE 28, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT CERTAIN PROPERTY SHOWN AS PARCEL 1 ON THE RECORD OF SURVEY OF THE LANDS OF LUI STEFENONI, ET UX, AS RECORDED IN BOOK 146, MAPS, PAGE 10.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF PARCEL I AS SHOWN ON THE RECORD OF SURVEY OF THE LANDS OF LUI STEFENONI, ET. UX., AS RECORDED IN BOOK 146 OF MAPS, PAGE 10 FROM WHICH ENGINEER'S STATION 68+51.58 P.O.C. AS SHOWN ON A MAP ENTITLED "MECHAM ROAD" DATED JUNE 1971 AND ON A MAP ENTITLED :LANDS TO BE DEEDED TO L. AND E. STEFENONI AT CENTRAL AREA DISPOSAL SITE" DATED FEBRUARY 1972 ON FILE IN THE OFFICE OF THE SONOMA COUNTY DEPARTMENT OF PUBLIC WORKS BEARS SOUTH 82°26'42" EAST, 41.38 FEET, ALSO FROM SAID POINT OF BEGINNING A ½ INCH IRON PIPE MONUMENT FOUND AND TAGGED L.S. 2798 IN SAID NORTHERLY LINE BEARS SOUTH 82°26'42" EAST, 30.49 FEET, THENCE FROM SAID POINT OF BEGINNING AND ALONG THE EASTERLY LINE OF THE LANDS OF STEVEFNONI AS DESCRIBED IN AN ORDER CONFIRMING SALE AND EXCHANGE OF ESTATE REAL PROPERTY RECORDED IN BOOK 2617 OF OFFICIAL RECORDS AT PAGE 392, SONOMA COUNTY RECORDS, THENCE ALONG SAID EASTERLY LINE SOUTHERLY ALONG A CURVE TO THE RIGHT OF RADIUS 962.00 FEET, WHOSE TANGENT BEARS SOUTH 31° 21' 59" WEST, THROUGH A CENTRAL ANGLE OF 0° 34' 12", FOR A DISTANCE OF 9.57 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ORDER SOUTH 83° 17' 53" WEST, 12.85 FEET, TO A POINT THAT BEARS 48 FEET LEFT OF ENGINEERS CENTERLINE STATION 68+16.50, AS SAID CENTERLINE SHOWS ON A MAP TITLED MECHAM ROAD, DATED JUNE 1971, ON FILE IN THE SONOMA COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS AS MICROFILM #2649; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT OF RADIUS 952.00 FEET, WHOSE TANGENT BEARS SOUTH 32° 25' 09" WEST, THROUGH A CENTRAL ANGLE OF 4° 56' 09", FOR A DISTANCE OF 82.01 FEET TO A POINT THAT BEARS 48 FEET LEFT OF ENGINEERS CENTERLINE STATION 67+30.35; THENCE SOUTH 37° 21' 18" WEST, 492.36 FEET, TO A POINT THAT BEARS 48.00 FEET LEFT OF ENGINEERS CENTERLINE

STATION 62+00 AS SAID CENTERLINE SHOWS ON A MAP TITLED MECHAM ROAD, DATED SEPTEMBER 1976; THENCE SOUTH 36° 05' 36" WEST, 476.53 FEET TO A POINT WHICH BEARS 60 FEET LEFT OF ENGINEERS STATION 57+34.41; THENCE SOUTH 25° 31' 51" WEST, 116.03 FEET, TO A POINT THAT BEARS 60.00 FEET LEFT OF ENGINEERS STATION 56+18.38; THENCE SOUTH 31° 36' 56" WEST, 269.42 FEET TO A POINT THAT BEARS 50.00 FEET LEFT OF ENGINEERS CENTERLINE STATION 53+32.50; THENCE SOUTH 40° 49' 46" WEST, 529.85 FEET TO A POINT THAT BEARS 40.00 FEET LEFT OF ENGINEERS CENTERLINE STATION 48+02.74 AND THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 1040.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 17' 00", FOR A DISTANCE OF 150.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL I.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED BY THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, TO LOUIS STEFENONI, ET AL, BY DEED RECORDED MAY 8, 1972 IN BOOK 2625 OF OFFICIAL RECORDS, PAGE 674, UNDER RECORDER'S SERIAL NO. M 68961, SONOMA COUNTY RECORDS.

PARCEL TWO:

A STRIP OF LAND THIRTY-SIX (36) FEET IN WIDTH MEASURED AT RIGHT ANGLES, AND PARALLEL AND ADJACENT TO, THE EASTERLY LINE OF PARCEL 2 AS SHOWN ON THE RECORD OF SURVEY OF THE LANDS OF LUI STEFENONI, ET UX, AS RECORDED IN BOOK 146, MAPS, PAGE. 10, AND RUNNING FROM THE NORTHERLY BOUNDARY OF SAID PARCEL 2 TO THE SOUTHERLY BOUNDARY OF SAID PARCEL 2.

ACQUIRED FOR ROAD AND WATER-LINE PURPOSES

PARCEL THREE:

BEING A PORTION OF THE LANDS OF LUI STEFENONI, ET UX, AS DESCRIBED IN BOOK 592, OFFICIAL RECORDS, PAGE 394, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND SIXTEEN (16) FEET IN WIDTH, MEASURED AT RIGHT ANGLES, AND PARALLEL AND ADJACENT TO THE MOST EASTERLY LINE OF THE SAID LANDS OF LUI STEFENONI, ET UX, SAID EASTERLY LINE ALSO BEING THE MOST WESTERLY LINE OF MEACHAM ROAD AS DESCRIBED IN BOOK 184, DEEDS, PAGE 33; AND RUNNING FROM THE NORTHERLY BOUNDARY OF THE LANDS OF STEFENONI, SAID BOUNDARY BEING THE SOUTHERLY BOUNDARY OF THE RIGHT OF WAY OF THE PETALUMA AND SANTA ROSA RAILROAD, TO THE SOUTHERLY BOUNDARY OF, STEFENONI, SAID BOUNDARY BEING THE NORTHEASTERLY BOUNDARY OF THE LANDS OF LUI STEFENONI, ET UX, AS DESCRIBED IN BOOK 570, OFFICIAL RECORDS, PAGE 28.

ACQUIRED FOR ROAD AND WATER LINE PURPOSES.

PARCEL FOUR:

COMMENCING AT A 3/4 INCH IRON. PIPE MARKING THE SOUTHEASTERLY CORNER OF THE LANDS OF LUI STEFENONI AS DESCRIBED IN BOOK 592, OFFICIAL RECORDS, PAGE 394; THENCE S. 74° 41' 35" E., 11.95 FEET; THENCE N. 12° 42' 35" E., 1386.71 FEET; THENCE N. 20° 48' 45" E., 1138.39 FEET; THENCE N. 21° 02' 55" E., 536.24 FEET; THENCE N. 56° 23' 05" W., 20.36 FEET TO A POINT ON THE EASTERLY LINE OF THE LANDS OF STEFENONI, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING N. 56° 23 05" W. PARALLEL TO AND 15.00 FEET MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY-RIGHT-OF-WAY LINE OF THE PETALUMA AND SANTA ROSA RAILROAD, 168.76 FEET; THENCE N. 67°29' 25" W. PARALLEL AND 15.00 FEET MEASURED AT RIGHT

ANGLES FROM SAID SOUTHWESTERLY LINE OF SAID RAILROAD 147.23 FEET; THENCE S. 14° 56' 35" W., 35.00 FEET; THENCE N. 64° 08' 25" W., 50.00 FEET; THENCE N. 14° 56' 35" E., 50.00 FEET TO THE SOUTHWESTERLY LINE OF THE PETALUMA AND SANTA ROSA RAILROAD, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS S. 21° 10' W., 15.47 FEET; THENCE S.21° 10' W., 15.47 FEET TO THE POINT OF BEGINNING

ACQUIRED FOR WELL SITE, ACCESS, AND UTILITY PURPOSES. BASIS OF BEARINGS: HAPPY ACRES RECORD OF SURVEY.

APN: 024-080-019

TRACT TWO:

COMMENCING AT THE MOST NORTHERLY POINT OF THE PROPERTY OF THE HENRY HAMMELL COMPANY, A CORPORATION, AT PETALUMA, SONOMA COUNTY, CALIFORNIA, SAID POINT BEING IN THE MIDDLE OF A ROAD LEADING EASTERLY TO THE STONY POINT-BLOOMFIELD COUNTY ROAD; THENCE FOLLOWING ALONG THE MIDDLE OF SAID ROAD AS FOLLOWS, TO WIT; SOUTH 37 DEGREES 30 MINUTES EAST, 475.2 FEET; SOUTH 55 DEGREES EAST, '66 FEET; SOUTH 65 DEGREES 15 MINUTES EAST, 66 FEET; SOUTH 79 DEGREES EAST, 66 FEET; SOUTH 85 DEGREES 15 MINUTES EAST, 66 FEET; NORTH 87 DEGREES 30 MINUTES EAST, 66 FEET; NORTH 84 DEGREES 45 MINUTES EAST, 66 FEET AND NORTH 80 DEGREES 30 MINUTES EAST, 258.2 FEET; THENCE LEAVING SAID ROAD SOUTH 7 DEGREES 45 MINUTES EAST, 933.3 FEET; THENCE NORTH 89 DEGREES 30 MINUTES WEST, 1467 FEET TO AN IRON PIPE; THENCE NORTH 9 DEGREES 30 MINUTES WEST 1062 FEET TO AN IRON PIPE; THENCE NORTH 67 DEGREES 15 MINUTES EAST, 660 FEET TO THE POINT OF COMMENCEMENT. BEARINGS TRUE.

BEING A PORTION OF THE "RANCHO ROBLAR DE LA MISERIA".

A.P. NO. 022-020-003

TRACT THREE:

LYING WITHIN THE RANCHO ROBLAR DE LA MISERIA AND BEING A PORTION OF THE LANDS OF EUGENE CAMOZZI AND LYDIA CAMOZZI, HUSBAND AND WIFE AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 1 /2 INTEREST; AND ROBERT CAMOZZI AND GLORIA CAMOZZI, HUSBAND AND WIFE AS JOINT TENANTS, AS TO AN UNDIVIDED 1 /2 INTEREST AS DESCRIBED IN DEEDS RECORDED AS DOCUMENT NUMBER 1991 0038893 AND DOCUMENT NUMBER 1994 0102345 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

PARCEL A:

COMMENCING AT A POINT IN THE NORTHERLY LINE OF PARCEL 1 AS SHOWN ON THE RECORD OF SURVEY OF LANDS OF LUT STEFENONI, ET UX, AS RECORDED IN BOOK 146, OF MAPS, PAGE 10 FROM WHICH ENGINEER'S STATION 68 + 51.58 P.O.C. AS SHOWN ON A MAP ENTITLED "MECHAM ROAD" DATED JUNE 1971 AND ON A MAP ENTITLED "LANDS TO BE DEEDED TO L. AND E. STEFENONI AT CENTRAL AREA DISPOSAL SITE DATED FEBRUARY 1972 OF FILE IN THE OFFICE OF THE SONOMA COUNTY DEPARTMENT OF PUBLIC WORKS BEARS 82° 26' 42" EAST, 41.38 FEET; ALSO FROM SAID POINT OF COMMENCEMENT AT A 1 /2 INCH IRON PIPE MONUMENT FOUND AND TAGGED L.S. 2798 IN SAID NORTHERLY LINE BEARS SOUTH 82° 26' 42" EAST, 30.49 FEET; THENCE FROM SAID POINT OF COMMENCEMENT AND ALONG SAID NORTHERLY LINE NORTH 82° 26' 42" WEST, 1056.75 FEET TO ANOTHER 1/2 INCH IRON PIPE MONUMENT FOUND AND TAGGED L.S. 2798 MARKING AN ANGLE POINT IN SAID NORTHERLY LINE; SAID 1/2 INCH IRON PIPE MONUMENT FOUND BEING DESIGNATED AS POINT "A"; THENCE NORTH 44° 47' 18" WEST, 15.21 FEET, TO A #5 REBAR MONUMENT WITH A 2 INCH CAP STAMPED SONOMA COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS AND THE POINT OF BEGINNING; THENCE ¬NORTH 44° 47' 18" WEST, 1107.23 FEET, TO A #5 REBAR MONUMENT WITH A 2 INCH CAO STAMPED SONOMA COUNTY DEPARTMENT OF TRANSPORTATION OF PUBLIC WORKS; THENCE NORTH 04° 52' 58" WEST 588.72 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCING AT POINT "A" AS DESIGNATED IN PARCEL "A"; THENCE FROM SAID POINT OF COMMENCEMENT AND ALONG ABOVE SAID NORTHERLY LINE NORTH 44° 47' 18" WEST, 494.47 FEET TO A 3/4 INCH IRON PIPE MONUMENT SET AND MARKED "CSSC"; SAID 3/4 INCH IRON PIPE SET BEING THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID NORTHERLY LINE NORTH 44° 47' 18" WEST, 406.40 FEET TO ANOTHER 3/4 INCH IRON PIPE MONUMENT SET AND MARKED "CSSC"; THENCE LEAVING SAID NORTHERLY LINE SOUTH 7° 19' 55: WEST, 219.24 FEET TO ANOTHER 3/4 INCH IRON PIPE MONUMENT SET AND MARKED "CSSC"; THENCE SOUTH 77° 16' 24" EAST, 322.20 FEET TO THE POINT OF BEGINNING.

A.P. NO.: 024-080-030

EXHIBIT B
EXCLUSIONS FROM COMMITTED CITY WASTE

The following categories of Waste are excluded from the City's waste delivery commitment in Section 2.1:

(a) Generic Recyclable Material;

(b) Construction and Demolition Wastes, except to the extent the City currently or in the future exercises Flow Control over such waste or the City's Franchised Hauler has agreed to deliver such waste to the County Facilities. In the Town of Windsor, "Construction and Demolition Wastes" means discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial or industrial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, gravel, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, rocks, trees, and remnants of new materials (including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial and industrial buildings and other structures);

(c) Self-Haul Waste;

(d) Source Separated Green Waste, Wood Waste, and residential Food Waste; and

(e) Exempt waste, including Biohazardous or Biomedical Waste, Hazardous Waste, Household Hazardous Waste; sludge, including solids, residues or other precipitates resulting from waste treatment; automobiles; automobile parts; boats; boat parts; boat trailers; internal combustion engines; lead-acid batteries; and those wastes under the control of the Nuclear Regulatory Commission.

FRANCHISED HAULER'S AGREEMENT TO BE BOUND BY TOWN'S WASTE DELIVERY COMMITMENT

This agreement is entered into between Windsor Refuse and Recycling, Inc. ("Franchised Hauler"), the Town of Windsor ("Town") and Republic Waste Services of Sonoma County, Inc. ("Contractor"). All words and phrases in this agreement with initial capital letters are defined in the attached Waste Delivery Agreement.

Franchised Hauler acknowledges that it has read and understood the foregoing Waste Delivery Agreement ("Waste Delivery Agreement") between the Town and Contractor. Franchised Hauler agrees to fully honor and comply with the Town's waste delivery obligations to Contractor in the Waste Delivery Agreement, and as the Waste Delivery Agreement may hereafter be modified or extended by the Town and Contractor at their sole discretion. Franchised Hauler shall deliver all such Waste to Contractor and the County facilities as required by and in accordance with the Waste Delivery Agreement. The Term of Franchised Hauler's obligations hereunder shall be coterminous with the Term of the Town's Waste Delivery Agreement with Contractor, and therefore will not expire until the Term of the Waste Delivery Agreement, as it may be extended by Town and Contractor, expires.

Without limiting the generality of the foregoing, Franchised Hauler agrees that:

1. Notwithstanding any other term, condition or provision in Franchised Hauler's franchise agreement with the Town, Franchised Hauler will deliver all Committed City Waste that is collected, transported or otherwise handled by Franchised Hauler to the Contractor and County Facilities for the Term of the Waste Delivery Agreement, as it now exists or may hereafter be modified or extended, except for Waste that is excluded from the Town's Waste delivery obligation to Contractor as described in Section 2.2 and Exhibit B to the Waste Delivery Agreement. Franchised Hauler shall do all things necessary and execute any further agreements or instruments required to effectuate Franchised Hauler's obligation in this agreement. In addition, Franchised Hauler shall deliver all Construction and Demolition Debris collected in the Town to the County facilities. This agreement by Franchised Hauler amends, supersedes and controls over any contrary or inconsistent provision in any agreement that Franchised Hauler has, or may hereafter enter into, with the Town.

2. Franchised Hauler shall pay Contractor's invoices for delivery of Waste collected by Franchised Hauler in the Town within thirty (30) of the date of the invoice. Any unpaid invoiced amounts not paid within said thirty (30) days shall bear interest at the rate of one and one half percent (1.5%) per month until paid. Contractor shall be entitled to recover its attorneys' fees, expert witness fees and all other costs of litigation incurred in collecting delinquent invoices from Franchised Hauler.

3. Franchised Hauler shall commence the Town-wide collection of Food Waste from commercial Premises in the Town when directed to do so by the Town. The Franchised Hauler's costs of this program are being fully compensated through the Contractor's Gate Rates, and

Franchised Hauler agrees not to seek additional compensation from Town for the Contractor's incremental costs of implementing and conducting the commercial Food Waste collection program for the Term of the Agreement.

4. Franchised Hauler shall commence the Town-wide collection of dry commercial Mixed Waste from commercial Premises in the Town when directed to do so by the Town. The Franchised Hauler's costs of this program are being fully compensated through the Contractor's Gate Rates, and Franchised Hauler agrees not to seek additional compensation from Town for the Contractor's incremental costs of implementing and conducting the dry commercial Mixed Waste collection program for the Term of the Agreement.

5. Franchised Hauler shall defend and indemnify the Town from and against any and all losses and liabilities associated with the Franchised Hauler's breach of this Agreement.

6. The parties acknowledge that the implementation of the Waste Delivery Agreement will result in an increase in the cost of disposal at the County Facilities. Town agrees that Franchised Hauler may pass through the increase in disposal costs arising upon the Effective Date of the Waste Delivery Agreement. Franchised Hauler shall promptly notify Town of the rate increase for each service provided by Franchised Hauler necessary to defray the increased cost of disposal at the County facilities under the Waste Delivery Agreement. Town shall reasonably approve the imposition of such increased maximum rates on the Effective Date of the Waste Delivery Agreement.

7. This agreement shall bind Franchised Hauler and its subcontractors and affiliates and each of their respective successors and assigns.

Dated: October 23, 2014

TOWN OF WINDSOR

By: Linda Kelly

LINDA KELLY, TOWN MANAGER

Dated: 1/16/15

CONTRACTOR:

REPUBLIC SERVICES OF SONOMA COUNTY, INC.

By: Michael Caprio

Name: Michael Caprio

Title: Area President

000046

Dated: 3-26-15

FRANCHISED HAULER:

WINDSOR REFUSE & RECYCLING, INC.

By: _____

Name: JAMES SALYERS VP

Title: VP

3/25/15

APPROVED AS TO FORM:

ROBIN P. DONOGHUE

2328614.4

EXHIBIT D

Initial Gate Rate and Contractor Service Fee

Initial Gate Rate:	$126.45
Initial Contractor Service Fee:	$104.35
Initial Governmental Fee Component (detailed below):	$7.85
Waste Management Agency Fee:	$4.85
AB 1220 Fee (State Board of Equalization):	$1.40
Sonoma Local Enforcement Agency (LEA) Fee*:	$0.91
Regional Water Board Fees*:	$0.57
Bay Air Quality Air Districts*:	$0.12
County Concession Payment:	$9.25
Committed Cities Contingent Liability Fee	$5.00

*Note:

These costs are not assessed on a per ton basis but rather are lump sum annual estimated costs of each of these governmental agency fees. The initial lump sum estimates are $200,000 for the LEA Fee, $126,000 for the Water Board Fees and $26,000 for the Air District Fees. All fees are divided by an estimated 220,000 annual tons for the first Operating Year of the Agreement.

Contractor shall be responsible for the payment of all Government Fees.

The Initial Contractor Service Fee paid by the County or a Committed City, shall be reduced by $3.60 per ton (as such amount is annually increased by Section 11.4) in the event the Prime Subcontractor (or its Affiliate) is not the County's or a Committed City's designated Franchise Hauler during any portion of the Committed Waste Period, but only with respect to that franchised Solid Waste from a given Committed City or the County which is delivered to the County Facilities by such successor hauler.

EXHIBIT E

SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR
(See attached.)

Contractor's Scope of Services are set forth in the County Operations Agreement, as amended, Articles 3 through 9, inclusive, and Article 13.

EXHIBIT F

FORM OF GUARANTY

THIS GUARANTY, INDEMNIFICATION AND RELEASE AGREEMENT (this "**Guaranty**") is made as of 4/1, 2015, by **REPUBLIC SERVICES, INC.**, a Delaware corporation (**"Guarantor"**), in favor of **THE TOWN OF WINDSOR**, a political subdivision of the State of California (**"City"**).

RECITALS

A. Republic Services of Sonoma City, Inc. a Delaware corporation, as contractor (**"Contractor"**), and City are parties to that certain Waste Delivery Agreement dated as of 10/23, 2014 (the **"Agreement"**). Contractor is also a party to the County Operations Agreement with the County of Sonoma. Initially capitalized terms used herein without definition will have the meaning given such term in the Agreement are hereby incorporated herein.

B. To induce City to enter into the Agreement and consummate the transactions contemplated thereby, Guarantor has agreed to enter into this Guaranty.

C. Guarantor is the ultimate parent of Contractor.

D. Without this Guaranty, City would not have entered into the Agreement. Therefore, in consideration of City's execution of the Agreement, Guarantor has agreed to execute this Guaranty.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. **Guaranty.** Guarantor guarantees to City and its successors and assigns, the full and prompt payment and performance when due of all of the obligations of Contractor arising out of, in connection with, under or related to the Waste Delivery Agreement and the Master Operations Agreement, as such terms are defined in the Agreement and each and every other document and agreement executed by Contractor in connection with the consummation of the transactions contemplated by the Agreement, including all City Waste Delivery Agreements (which shall collectively be referred to herein as the **"Project Documents"**). The obligations guaranteed pursuant to this Guaranty are collectively referred to herein as the **"Guaranteed Obligations."**

2. **Unconditional Obligations.** This Guaranty is a guaranty of payment and performance and not of collection and is an absolute, unconditional and irrevocable guarantee of the full and prompt payment and performance when due of all of the Guaranteed Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred; whether or not recovery may be, or hereafter may become, barred by any statute of limitations or otherwise; provided, however, that this Guaranty shall not be enforceable against Guarantor to the extent (and only to the extent) it is determined or has been determined not to be enforceable either by an arbitrator pursuant to the Dispute Resolution Provision in the Agreement (the "Dispute Resolution Provision") or by a court of competent jurisdiction that the Guaranteed Obligations are not enforceable against Contractor. If any payment made by Contractor or any

other Person and applied to the Guaranteed Obligations is at any time annulled, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be repaid or refunded, then, to the extent of such payment or repayment, the liability of Guarantor will be and remain in full force and effect as fully as if such payment had never been made. Guarantor covenants that this Guaranty will not be fulfilled or discharged, except by the complete payment and performance of the Guaranteed Obligations, whether by the primary obligor or Guarantor under this Guaranty. Without limiting the generality of the foregoing, Guarantor's obligations hereunder will not be released, discharged or otherwise affected by **(a)** any change in the Project Documents or the obligations thereunder, or any insolvency, bankruptcy or similar proceeding affecting Contractor, Guarantor or their respective assets; and **(b)** the existence of any claim or set-off which Contractor has or Guarantor may have against City, whether in connection with this Guaranty or any unrelated transaction, except and only to the extent any claim or set-off is actually allowed either by an arbitrator pursuant to the Dispute Resolution Provision or by a court of competent jurisdiction, provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by separate suit. This Guaranty will in all respects be a continuing, absolute, and unconditional guaranty irrespective of the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any part thereof or any instrument or agreement evidencing any of the Guaranteed Obligations or relating thereto, or the existence, validity, enforceability, perfection, or extent of any collateral therefor or any other circumstances relating to the Guaranteed Obligations which might otherwise constitute a defense to the Guaranteed Obligations or this Guaranty, except and only to the extent such defenses are adjudicated or have been adjudicated either by an arbitrator pursuant to the Dispute Resolution Provision or by a court of competent jurisdiction.

3. **Independent Obligations.** Guarantor agrees that the Guaranteed Obligations are independent of the obligations of Contractor and if any default occurs hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not Contractor is joined therein. City may maintain successive actions for other defaults of Guarantor. City's rights hereunder will not be exhausted by the exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all Guaranteed Obligations have been paid and fully performed.

a. Guarantor agrees that City may enforce this Guaranty, at any time and from time to time, without the necessity of resorting to or exhausting any security or collateral and without the necessity of proceeding against Contractor. Guarantor hereby waives the right to require City to proceed against Contractor, to exercise any right or remedy under any of the Project Documents or to pursue any other remedy or to enforce any other right.

b. Guarantor will continue to be subject to this Guaranty notwithstanding: (i) any modification, agreement or stipulation between or among Contractor or City or their respective successors and assigns, with respect to any of the Project Documents or the Guaranteed Obligations; (ii) any waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Project Documents or any modification thereof; (iii) any release of Contractor from any liability with respect to any of the Project Documents; or (iv) any release or subordination of any collateral then held by City as security for the performance by Contractor of the Guaranteed Obligations.

c. The Guaranteed Obligations are not conditional or contingent upon the pursuit by City of any remedies which City either now has or may hereafter have with respect thereto under any of the Project Documents.

4. **Liability of Guarantor.**

a. City may enforce this Guaranty upon the occurrence of a breach by Contractor of any of the Guaranteed Obligations (following the expiration of any notice and cure period set forth in the applicable Contract Document and applicable to such breach), notwithstanding the existence of any dispute between or among City, Contractor and Guarantor with respect to the existence of such a breach.

b. Guarantor's performance of some, but not all, of the Guaranteed Obligations will in no way limit, affect, modify or abridge Guarantor's liability for those Guaranteed Obligations that have not been performed.

c. City, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of Guarantor's liability hereunder, from time to time may (i) with respect to the financial obligations of Contractor, renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of financial obligations that are Guaranteed Obligations, and/or subordinate the payment of the same to the payment of any other obligations, (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto, (iii) request and accept other guarantees of the Guaranteed Obligations and take and hold security for the payment of this Guaranty or the Guaranteed Obligations, (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations, (v) enforce and apply any security hereafter held by or for the benefit of City in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that City may have against any such security, as City in its discretion may determine, and (vi) exercise any other rights available to it under the Project Documents.

d. This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable and will not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than indefeasible performance in full of the Guaranteed Obligations), including without limitation the occurrence of any of the following, whether or not Guarantor will have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Project Documents, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement or instrument relating thereto; (ii) any rescission, waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including without limitation provisions relating to events of

default) of the Project Documents or any agreement or instrument executed pursuant thereto; (iii) City's consent to the change, reorganization or termination of the corporate structure or existence of Contractor; (iv) any defenses, set-offs or counterclaims Contractor may allege or assert against City in respect of the Guaranteed Obligations, including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury, except and only to the extent any defenses, set-offs, or counterclaims are actually allowed either by the arbitrator pursuant to the Dispute Resolution Provision or by a court of competent jurisdiction; and (v) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the Guaranteed Obligations.

e. The parties hereto specifically agree that, in addition to any and all remedies at law available to the City, the City shall be entitled to the remedy of specific performance of any and all Guaranteed Obligations, and Guarantor specifically agrees that the City shall be entitled to any other remedies incidental to enforcing such specific performance, including, without limitation, the granting of appropriate injunctive relief.

f. It is the intent of the parties that the Guarantor's liability for the Guaranteed Obligations shall be limited to that of Contractor, and that this instrument shall not impose greater obligations upon the Guarantor than would be owed to the City by Contractor. Any final determination either by an arbitrator pursuant to the Dispute Resolution Provision or by a court of competent jurisdiction with respect to any of the Guaranteed Obligations shall establish the limits of this Guaranty with respect thereto. Nothing in this Section shall affect the enforceability of the Guarantor's waiver of defenses, subrogation rights, and reimbursement rights set forth in Sections 5 and 6.

5. **Waivers.** To the fullest extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of: **(a)** any right to require City to proceed against Contractor or any other Person or to proceed against or exhaust any security held by City at any time or to pursue any right or remedy under any of the Project Documents or any other remedy in City's power before proceeding against Guarantor; **(b)** any defense that may arise by reason of the incapacity, lack of authority, death or disability of, or revocation hereby by Guarantor, Contractor or any other Person or the failure of City to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any such Person; **(c)** any defense that may arise by reason of any presentment, demand for payment or performance or otherwise, protest or notice of any other kind or lack thereof; **(d)** any right or defense arising out of an election of remedies by City even though the election of remedies, such as nonjudicial foreclosure with respect to any security for the Guaranteed Obligations, has destroyed the Guarantor's rights of subrogation and reimbursement against Contractor by the operation of Section 580d of the Code of Civil Procedure or otherwise; **(e)** all notices to Guarantor, to Contractor or to any other Person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, modification, accrual of any of the obligations of Contractor under any of the Project Documents, or of default in the payment or performance of any such obligations, enforcement of any right or remedy with respect thereto or notice of any other matters relating thereto; **(f)** any requirements of diligence or promptness on the part of City; **(g)** except as specifically provided elsewhere in this Guaranty, any defense arising out of

the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of Contractor or any other Person from any cause other than indefeasible performance in full of the Guaranteed Obligations; **(h)** any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation, including, without limitation, all rights and benefits under Section 2809 of the California Civil Code purporting to reduce a guarantor's obligation in proportion to the obligation of the principal; **(i)** any defense based upon any act or omission of City which directly or indirectly results in or aids the discharge or release of Contractor, Guarantor or any security given or held by City in connection with the Guaranteed Obligations; **(j)** any and all suretyship defenses under applicable law including, but not limited to, any defense under Sections 2787 through 2855, inclusive, of the California Civil Code; and **(k)** any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof.

6. **Waiver of Subrogation and Rights of Reimbursement.** Until the Guaranteed Obligations have been indefeasibly paid in full, Guarantor waives any claim, right or remedy which it may now have or may hereafter acquire against Contractor that arises from the performance of Guarantor hereunder, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification, or participation in any claim, right or remedy of City against Contractor, or any other security or collateral that City now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

7. **Waivers by Guarantor if Real Property Security.** If the Guaranteed Obligations are or become secured by real property or an estate for years, Guarantor waives all rights and defenses that Guarantor may have because the Guaranteed Obligations are secured by real property. This means, among other things:

a. City may collect from Guarantor without first foreclosing on any real or personal property collateral pledged by Contractor.

b. If City forecloses on any real property collateral pledged by Contractor:

(1) The amount of the Guaranteed Obligation may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.

(2) City may collect from Guarantor even if City, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Contractor.

This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because the Guaranteed Obligations secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the Code of Civil Procedure.

8. **Default; Cumulative Rights.** The City may declare Guarantor in default under this Guaranty for any failure to fully perform and discharge its obligations and liabilities under this Guaranty. Guarantor and the City specifically agree that, in addition to any and all remedies at law or in equity that the City may have, the City shall be entitled to the remedy of specific performance of any of the provisions and obligations to be performed by Guarantor under this Guaranty and that the City shall be entitled to any other provisional remedies incidental to enforcing such specific performance, including, without limitation, the granting of appropriate injunctive relief. All rights, powers and remedies of City hereunder will be in addition to and not in lieu of all other rights, powers and remedies given to City, whether at law, in equity or otherwise.

9. **GUARANTOR'S RELEASE OF THE CITY AND COMMITTED CITIES.** **GUARANTOR, FOR ITSELF AND ON BEHALF OF EACH OF ITS SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DOES HEREBY RELEASE, HOLD HARMLESS AND FOREVER DISCHARGE THE CITY, EACH MEMBER OF THE CITY GROUP, AND THE COMMITTED CITIES FROM ANY AND ALL LOSSES AND LIABILITIES, IN EACH CASE, OF ANY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, HIDDEN OR CONCEALED, TO THE PERSON OR PROPERTY OF GUARANTOR, ITS SUCCESSORS AND ASSIGNS, RESULTING FROM OR ARISING OUT OF (1) ANY LOSSES TO GUARANTOR ARISING OUT OF THIS GUARANTY; (2) THE PAST, PRESENT, CONTINUED AND FUTURE SCREENING, ACCEPTANCE, DISPOSAL, TREATMENT, SORTING, HANDLING AND PROCESSING BY THE CONTRACTOR GROUP OF WASTE OR OTHER MATERIAL (INCLUDING COMMITTED COUNTY WASTE, COMMITTED CITY WASTE AND SELF-HAUL WASTE) AT OR IN THE LANDFILL OR ANY OTHER OF THE FACILITIES, EXCEPT FOR SCREENING, TREATMENT, OR PROCESSING THAT OCCURRED AT RECYCLETOWN ON THE LANDFILL PRIOR TO THE EFFECTIVE DATE; (3) THE SCREENING, ACCEPTANCE, DISPOSAL, TREATMENT, SORTING, HANDLING AND PROCESSING OF WASTE OR OTHER MATERIAL (INCLUDING COMMITTED COUNTY WASTE, COMMITTED CITY WASTE AND SELF-HAUL WASTE) AT THE TRANSFER STATIONS OCCURRING DURING THE COMMITTED WASTE PERIOD AND ANY CITY FACILITIES OPERATING PERIOD; (4) THE DISPOSAL OF WASTE BY CONTRACTOR COMING FROM THE COUNTY OF SONOMA AT FACILITIES OTHER THAN THE CITY FACILITIES (INCLUDING FACILITIES LOCATED OUTSIDE OF THE COUNTY OF SONOMA BUT EXCLUDING FACILITIES NOT OWNED OR OPERATED BY CONTRACTOR OR ITS PRIME SUBCONTRACTOR); (5) ANY REMEDIATION, CLOSURE AND POST-CLOSURE OBLIGATIONS SET FORTH IN THE AGREEMENT; (6) ANY MATTER OR ITEM INCLUDED WITHIN THE ASSUMED LIABILITIES (BUT EXCLUDING ANY EXCLUDED LIABILITIES); (7) ANY ENVIRONMENTAL CONDITION OR REMEDIATION AT THE TRANSFER STATIONS OCCURRING DURING THE COMMITTED WASTE PERIOD OR COUNTY FACILITIES OPERATIONS PERIOD; (8) ANY ENVIRONMENTAL CONDITION AT THE MATERIALS RECOVERY FACILITY OCCURRING DURING THE COMMITTED WASTE PERIOD OR THE**

COUNTY FACILITIES OPERATING PERIOD; OR (9) CONTRACTOR'S INDEMNITIES SET FORTH IN THE MASTER OPERATIONS AGREEMENT.

GUARANTOR HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS THAT IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT BY VIRTUE OF THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY OTHER STATUTE OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT), WHICH PROVIDES AS FOLLOWS:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

IN THIS CONNECTION, GUARANTOR HEREBY AGREES, REPRESENTS, AND WARRANTS THAT IT REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CLAIMS THAT ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND IT FURTHER AGREES, REPRESENTS, AND WARRANTS THAT THIS RELEASE HAS BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND IT NEVERTHELESS HEREBY INTENDS TO RELEASE THE CITY AND THE COMMITTED CITIES FROM THE LOSSES DESCRIBED IN THIS SECTION 9. THIS RELEASE OF THE CITY AND THE COMMITTED CITIES BY GUARANTOR WILL BE DEEMED TO BE REMADE BY GUARANTOR AS OF THE CLOSING AND SHALL SURVIVE THE CLOSING.

Guarantor's Initials TB

Notwithstanding the foregoing, the release set forth herein shall not preclude Guarantor from, and Guarantor hereby expressly reserves its right to, pursue all third parties (which expressly exclude any Entity released hereby) for any matter covered by the release set forth in this Section 9.

10. Covenant Not to Sue

(a) It is expressly intended that neither Guarantor, nor any Entity claiming through Contractor, shall have any rights, claims, remedies or actions against the City and/or the Committed Cities for any matter with respect to which Contractor has provided indemnification under the Agreement, including Section 15.1 thereof, or Contractor or Guarantor has provided a release under the Agreement, including Section 9 of this Guaranty. Notwithstanding the foregoing, Contractor is not assuming any Excluded Liabilities or any liabilities or obligations for any matter covered by the City's indemnities under Article 15 of the Agreement.

(b) Guarantor, for itself and on behalf of each of its members, shareholders, subsidiaries, affiliates, and each of their respective successors and assigns, does hereby covenant forever and unconditionally not to sue, make any claim or take any action against the City and

any of the Committed Cities for any Loss arising out of, relating to (i) any Assumed Liabilities; (ii) any matter with respect to which Contractor has provided indemnification under the Agreement, including Article 15 thereof, or Contractor or Guarantor has provided a release under the Agreement, including Section 9 of this Guaranty; and (iii) facilities other than the Facilities at which Contractor disposes of Waste from the City.

11. **Representations and Warranties.** Guarantor represents and warrants that:

a. it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and qualified to do business and is in good standing under the laws of the State of California;

b. it has all requisite corporate power and authority to execute, deliver and perform this Guaranty;

c. the execution, delivery, and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action on the part of Guarantor;

d. this Guaranty has been duly executed and delivered and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms;

e. neither the execution nor delivery of this Guaranty nor compliance with or fulfillment of the terms, conditions, and provisions hereof, will conflict with, result in a material breach or violation of the terms, conditions, or provisions of, or constitute a material default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under (1) the certificate of incorporation or by-laws of Guarantor, (2) any judgment, decree, order, contract, agreement, indenture, instrument, note, mortgage, lease, governmental permit, or other authorization, right restriction, or obligation to which Guarantor is a party or any of its property is subject or by which Guarantor is bound, or (3) any federal, state, or local law, statute, ordinance, rule or regulation applicable to Guarantor;

f. it now has and will continue to have full and complete access to any and all information concerning the transactions contemplated by the Project Documents or referred to therein, and the financial status of Contractor and its ability to perform the Guaranteed Obligations;

g. it has reviewed and approved copies of the Project Documents and is fully informed of the remedies City may pursue, with or without notice to Contractor or any other Person, in the event of default of any of the Guaranteed Obligations;

h. it has made and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make its own credit analysis of Contractor and will keep itself fully informed as to all aspects of the financial condition of Contractor, the performance of the Guaranteed Obligations of all circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. Guarantor hereby waives and relinquishes any duty on the part of City to disclose any matter, fact or thing relating to the business, operations or conditions of Contractor now known or hereafter known by City;

i. no consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date hereof; and

j. there is no pending or, to the best of its knowledge, threatened action, suit, proceeding, arbitration, litigation, or investigation of or before any Governmental Authority which challenges the validity or enforceability of this Guaranty.

12. **Governing Law.** The validity, interpretation and effect of this Guaranty are governed by and will be construed in accordance with the laws of the State of California applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

13. **Entire Document.** This Guaranty contains the entire agreement of Guarantor with respect to the transactions contemplated hereby, and supersede all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof, written or oral, with respect to the subject matter hereof. No waiver, modification or amendment of any provision of this Guaranty is effective unless made in writing and duly signed by City referring specifically to this Guaranty, and then only to the specific purpose, extent and interest so provided.

14. **Severability.** If any provision of this Guaranty is determined to be unenforceable for any reason by a court of competent jurisdiction, it will be adjusted rather than voided, to achieve the intent of the parties and all of the provisions not deemed unenforceable will be deemed valid and enforceable to the greatest extent possible.

15. **Notices.** Any communication, notice or demand of any kind whatsoever under this Guaranty shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

Town of Windsor
Attn: Town Manager
9291 Old Redwood Hwy
Windsor, California 95492
Phone: (707) 838-5315
Fax: (707) 838-7349

If to Guarantor:

Republic Services, Inc.
18500 North Allied Way
Phoenix, Arizona 85054
Attn: Mr. Tim Benter, Vice President and Deputy General Counsel
Phone: 480-627-7153
Fax: 480-718-4274

Either Guarantor or City may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents.

All notices and other communications required or permitted under this Guaranty which are addressed as provided in this Section 15 are effective upon delivery, if delivered personally or by overnight mail, and, are effective five (5) days following deposit in the United States mail, postage prepaid if delivered by mail.

16. **Captions.** The captions of the various Sections of this Guaranty have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Guaranty.

17. **Assignability.** This Guaranty is binding upon and inures to the benefit of the successors and assigns of Guarantor and City, but is not assignable by Guarantor without the prior written consent of City, which consent may be granted or withheld in City's sole discretion. City has the right to assign this Guaranty to an Affiliate of City without obtaining any further consent from Guarantor. Any assignment by Guarantor effected in accordance with this Section 17 will not relieve Guarantor of its obligations and liabilities under this Guaranty. The sale or other disposition of a majority in interest of the shares of Guarantor or the sale, transfer, or disposition (including by merger) of substantially all of the assets of Guarantor shall be deemed an assignment of this Guaranty subject to consent as required herein.

18. **Construction of Agreement.** Ambiguities or uncertainties in the wording of this Guaranty will not be construed for or against any party, but will be construed in the manner that most accurately reflects the parties' intent as of the date hereof.

19. **No Waiver.** Any forbearance or failure to exercise, and any delay by City in exercising, any right, power or remedy hereunder will not impair any such right, power or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise of any such right, power or remedy.

20. **Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty**.

(a) The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Contractor or by any defense which Contractor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. City

is not obligated to file any claim relating to the Guaranteed Obligations if Contractor becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of City so to file will not affect Guarantor's obligations under this Guaranty.

(b) Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any proceeding referred to in clause (a) above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceedings had not been commenced) will be included in the Guaranteed Obligations because it is the intention of Guarantor and City that the Guaranteed Obligations should be determined without regard to any rule of law or order which may relieve Contractor of any portion of such Guaranteed Obligations. Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or any similar person to pay City, or allow the claim of City in respect of, any such interest accruing after the date on which such proceeding is commenced.

21. **Attorneys' Fees.** Should any litigation be commenced under this Guaranty, the successful party in such litigation shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation. For purposes of this clause, the term "successful party" means the net winner of the dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party. If a written settlement offer is rejected and the judgment or award finally obtained is equal to or more favorable to the offeror than an offer made in writing to settle, the offeror is deemed to be the successful party from the date of the offer forward.

22. **CONSENT TO JURISDICTION.** GUARANTOR AND THE CITY AGREE THAT ANY ACTION OR PROCEEDING TO RESOLVE A DISPUTE BETWEEN GUARANTOR AND CITY CONCERNING THE INTERPRETATION, APPLICATION OR ENFORCEMENT OF THE TERMS OF THIS GUARANTY MAY ONLY BE BROUGHT IN SUPERIOR COURT FOR THE COUNTY OF SONOMA OR U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA. EACH OF GUARANTOR AND CITY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. IF NOT A RESIDENT OF THE STATE OF CALIFORNIA, GUARANTOR MUST APPOINT AND MAINTAIN AN AGENT FOR SERVICE OF PROCESS IN THE STATE OF CALIFORNIA.

23. **Committed Cities**. Each Committed City shall be an express third party beneficiary under this Guaranty as to the Guaranteed Obligations relating to their respective City Disposal Agreements and shall be individually entitled to enforce the terms hereof against Guarantor.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

GUARANTOR: **REPUBLIC SERVICES, INC.**
a Delaware corporation

By: _____
Name: Tim M. Bentes
Title: Vice President

EXHIBIT G

Sonoma County Committed Cities Contingent Liability Fund Agreement

This Agreement is entered into by the Cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Santa Rosa, Sebastopol and Sonoma, and the Town of Windsor (collectively, the "Committed Cities").

RECITALS:

WHEREAS, historically, municipal solid waste from throughout Sonoma County was deposited at the Central Disposal Site and one or more of the Former Landfills. Environmental liabilities exist for both the Central Disposal Site and the Former Landfills. Sonoma County has taken the position that the cities within the County are liable for their share of the costs to address the environmental liabilities associated with the Central Disposal Site and the Former Landfills. The Committed Cities dispute their individual responsibility for these alleged environmental liabilities and have taken the position that the County is responsible for such liabilities as the owner and operator of the Central Disposal Site and the Former Landfills. Notwithstanding the foregoing, the Committed Cities have entered into a Settlement Agreement, the "Central Disposal Site and Former Landfills Settlement Agreement between the County of Sonoma and the Committed Cities"("Settlement Agreement"), to resolve their disputes with the County and avoid the significant time and expense associated with resolving their disputes through litigation; and

WHEREAS, the County, on April 23, 2013, entered into a Master Operations Agreement with Republic Services of Sonoma County ("Republic") whereby Republic will operate the Central Disposal Site, and, upon the exhaustion of its capacity, will close the site and assume all responsibility for environmental liabilities on the site and release the Committed Cities from and indemnify the Committed Cities against all environmental liabilities associated with the Central Disposal Site in perpetuity, with the exception of liabilities (a) associated with other operators at the Central Disposal Site who are not under the control of, or in contract with, Republic (e.g., compost facility and household hazardous waste facility) and (b) related to facts and events pertaining to the Central Disposal Site and arising after the effective date of the Waste Delivery Agreement between the Committed Cities and Republic. Republic has also provided a parent guarantee and posted bonds as required by the State of California and the County for performance of its obligations under the Master Operations Agreement; and

WHEREAS, the Central Disposal Site and Former Landfills Settlement Agreement between the County of Sonoma and the Committed Cities provides, in general, that the Committed Cities commit their solid waste to the Central Disposal Site and pay Base Concession Payments on each ton thereof that go to the County as part of the costs of disposal at the Central Disposal Site to be used for closure and post closure costs at the Former Urban Landfills and/or Central Disposal Site in addition to LEAK funds and other reserves previously established for this purpose; and

WHEREAS, the County agrees to release and indemnify the Committed Cities

for environmental liabilities for the Former Rural Landfills and has agreed to a covenant not to sue on the Former Urban Landfills; however, the County is not granting the Committed Cities a release nor indemnifying the Committed Cities for any liabilities associated with the Central Disposal Site or the Former Urban Landfills. Thus, if Republic should default on its obligations and the County has insufficient funds and has been unable to recover from Republic, its parent corporation or its sureties sufficient funds to satisfy the environmental liabilities of the Central Disposal Site, then the County may pursue the Committed Cities for their alleged shares of that environmental liability; and

WHEREAS, the Committed Cities desire to each accumulate a fund entirely under the control of the Committed Cities to protect themselves and their rate payers against such contingent liability and against any other source of unanticipated environmental liability for solid waste disposal. The County has agreed to collect and hold, in addition to the Base Concession Payment, a fee of up to $5 per ton, adjusted in accordance with the Settlement Agreement and this Agreement, to be designated as the "Committed Cities Contingent Liability Fund" (sometimes "CCCL Fund"), described in the Central Disposal Site and Former Landfills Settlement Agreement. This Agreement is solely between the Committed Cities and governs the setting of the fee, expenditures from the Committed Cities Contingent Liability Fund and the termination of the Committed Cities Contingent Liability Fund.

Now, therefore, the parties agree as follows:

AGREEMENT

1. Definitions.

Except as otherwise provided for herein, the definitions of capitalized terms in this Agreement shall have the same meaning as provided for in the Central Disposal Site and Former Landfills Settlement Agreement between the County of Sonoma and the Committed Cities which definitions are incorporated herein by reference.

2. Recitals.

The Recitals, above, are true and are incorporated into this Agreement.

3. Governance of the Fund.

3.1. Committed Cities' Representatives.

Each Committed City shall designate a representative to speak for and act on behalf of that Committed City with regard to decisions related to the Committed Cities Contingent Liability Fund. That representative shall be conclusively presumed to have the actual authority to speak for and act on behalf of his or her Committed City unless and until each of the other committed Cities have been given written notice of a

limitation on that representative's authority, the revocation of that representative's authority or the appointment of a different representative. The initial representative of each Committed City shall be its City Manager.

3.2. Voting.

A. Voting Power.

Each committed City shall have one vote on any matter related to the Committed Cities Contingent Liability Fund.

B. Supermajority Votes Required.

The following decisions shall require the assent of at least seven of the eight Committed Cities subject to the provisions set forth in Section 4:

- Changing the amount of the fee to be charged and collected by Republic on each ton of Committed City waste and paid to the County to be held in the Committed Cities Contingent Liability Fund. This does not apply to the automatic adjustments to the fee under the Master Operations Agreement and the Central Disposal Site and Former Landfills Settlement Agreement. The parties agree that the initial amount of the fee to be collected shall be $5.00 per ton.

- Reduction or increase in the amount of the Committed Cities Contingent Liability Fund surcharge.

- The termination of the CCCL Fund. Provided however that any individual Committed City or Cities may request the County and/or Republic to continue to collect funds on its behalf.

C. Unanimous Vote.

The Committed Cities may unanimously agree to such other disbursements from the Committed Cities Contingent Liability Fund for purposes identified in this Agreement for the hiring of consultants, hiring of legal counsel or payment of any claims asserting Environmental Liability against the Committed Cities.

Any Committed City may call for a meeting as set forth below to discuss any interim disbursement from the Committed Cities Contingent Liability Fund.

3.3. Meetings.

A. Calling Meetings.

Any Committed City may call a meeting of the Committed Cities

by giving at least 30 days' written notice to all of the representatives of the Committed Cities of the date, time and place of the meeting. Prior to calling such a meeting, the Committed City calling the meeting must consult with the representatives of the other Committed Cities to ascertain their availability to attend the meeting. Representatives may attend meetings by teleconference or video conference as long as those attending remotely may hear those present and those present may hear those attending remotely. Noticing of such meeting shall comply with the Ralph M. Brown Act if applicable.

B. Quorum.

Representatives of six or more of the Committed Cities attending a meeting in person or remotely shall be a quorum. Proxy votes are not permitted.

C. Chairing the Meeting.

The representative who called the meeting shall act as Chair of the meeting.

3.4. Secretary.

The Committed Cities shall choose one of their representatives to act as Secretary. It shall be the responsibility of the Secretary to take and keep minutes of each meeting, to keep in the minute book copies of Actions in Writing, and to keep records of each Committed City's reports of fees paid into the Committed Cities Contingent Liability Fund as required by section 4.1, below. The Secretary shall serve until resignation, election of a new secretary, or removal of the Secretary as representative of his or her Committed City.

4. Shares of the Fund.

4.1. Determination of Each City's Share.

Each Committed City shall have a share of the Committed Cities Contingent Liability Fund equal to the proportion of the fees paid into the CCCL Fund from each Committed City's solid waste deliveries to the Central Disposal Site. The Committed Cities shall be provided with an annual accounting by the County of the amount and proportion of fees allocated to each Committed City.

4.2. Disbursement of Each City's Share.

Upon the termination of the CCCL Fund, the money in the CCCL Fund shall be disbursed among the Committed Cities in proportion to each City's share. If, during the life of the CCCL Fund, any disbursements or expenditures are made for the benefit of fewer than all of the Committed Cities, the disbursements shall be credited against the

share in the CCCL Fund of each City which was disbursed said funds, and, on the termination of the CCCL Fund, only each Committed City's remaining share, if any, shall be distributed to each Committed City.

No City's share of funds shall be disbursed without that City's consent to distribution or payment from its share of the CCCL Fund. If other cities elect to terminate this Agreement, any Committed City or group of Committed Cities shall have the right to request the County to continue to collect fees on behalf of that jurisdiction (or on behalf of those jurisdictions) on its or their Committed Waste.

5. Uses of the Fund.

The Committed Cities Contingent Liability Fund and the money therein may be used only for the benefit of the Committed Cities' solid waste ratepayers. Whether a use is for the benefit of the Committed Cities' solid waste ratepayers is entirely within the reasonable discretion of the Committed Cities and their representatives to the CCCL Fund.

6. Notices.

All notices given pursuant to this Agreement or involving the Committed Cities Contingent Liability Fund shall be in writing, and shall be delivered in person, transmitted by email, facsimile, certified mail or recognized courier service (such as Federal Express or UPS). Notices shall be effective upon delivery at the address provided for each representative of each Committed City as confirmed by reply email, electronic confirmation of facsimile delivery, certified mail receipt or on-line tracking data. The initial addresses for notices are set forth below the signature lines for each Committed City, and may be changed by giving notice as provided in this section.

7. Dispute Resolution.

Any dispute among the Committed Cities or any of them involving the Committed Cities Contingent Liability Fund shall be subject to binding arbitration as provided in section 10.3 of the Central Disposal Site and Former Landfills Settlement Agreement between the County of Sonoma and the Committed Cities.

8. Miscellaneous.

8.1. Severability.

If any provision of this Agreement or application thereof to any person, party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person, party or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.2. Amendment and Modification.

This Agreement may be modified only upon written agreement of the Committed Cities.

8.3 Integration.

This Agreement contains the entire understanding of the parties and constitutes the sole and only agreement between them concerning the subject matter hereof or the rights and duties of any of them in connection therewith. Any agreements or representations among the parties hereto, regarding said subject matter not expressly set forth in this Agreement are null and void.

SIGNATURE PAGES FOLLOW.

City of Cloverdale

Dated: _____ By: _____
Name: Paul Cayler
Title: City Manager
Address: 124 N. Cloverdale Boulevard
Cloverdale, CA 95425
Telephone: 707) 894-2521
E-mail: pcayler@ci.cloverdale.ca.us

City of Cotati

Dated: _____ By: _____
Name: Dianne Thompson
Title: City Manager
Address: 201 West Sierra Avenue
Cotati, CA 94931-4217
Telephone: (707) 665-3623
E-mail: dthompson@cotaticity.org

City of Healdsburg

Dated: _____ By: _____
Name: Marjie Pettus
Title: City Manager
Address: 401 Grove Street
Healdsburg, CA 95448
Telephone: (707) 431-3317
E-mail: mpettus@ci.healdsburg.ca.us

City of Rohnert Park

Dated: _____ By: _____
Name: _____
Title: _____
Address: _____
_____
_____
Telephone: _____
E-mail: _____

City of Santa Rosa

Dated: _____ By: _____
Name: _____
Title: _____
Address: _____
_____
_____
Telephone: _____
E-mail: _____

City of Sebastopol

Dated: _____ By: _____
Name: _____
Title: _____
Address: _____
_____
_____
Telephone: _____
E-mail: _____

City of Sonoma

Dated: _____ By: _____
Name: _____
Title: _____
Address: _____
_____
_____
Telephone: _____
E-mail: _____

Town of Windsor

Dated: _____ By: _____

Name: Linda Kelly
Title: Town Manager
Address: 9291 Old Redwood Highway, Building 400
Windsor, CA 95492
Telephone: (707) 838-5313
E-mail: lkelly@townofwindsor.com