



**NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY**

**FIRST AMENDMENT TO AGREEMENT 07-04
BETWEEN NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AND**

KELLER CANYON LANDFILL COMPANY, A WHOLLY OWNED SUBSIDIARY OF ALLIED WASTE SYSTEMS, INC.

This First Amendment to the April 19, 2007 Agreement to Provide Long-term Landfill Residue Disposal & ADC Services (**Agreement**) is entered into and Executed as of this 6th day of October, 2011, by and between the Napa-Vallejo Waste Management Authority (**Authority**), a joint powers agency organized under the laws of the State of California pursuant to Government Code section 6500 et seq. and Keller Canyon Landfill Company, a wholly owned subsidiary of Allied Waste Systems, Inc. (**Contractor**), a Delaware Corporation.

RECITALS

WHEREAS, Authority and Contractor have recognized the need to amend the Agreement to reflect changes desired by both parties; and

WHEREAS, Section 4.02 of the Agreement provides for the right of Authority to renew and Extend the Base Term beyond the initial five (5) year term upon notification to the Contractor no later than one year prior to the end of the then-current term, and

WHEREAS, Contractor has by letter dated May 26, 2011 agreed to waive the one year notification requirement in order to allow the parties to come to agreement on mutually acceptable terms for renewal, and

WHEREAS, by executing this Agreement Contractor confirms and agrees that the one year notification requirement has been waived,

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties and conditions contained in this Amendment and for other good and valuable consideration, the Authority and the Contractor agree as follows:

1. Extension of the Agreement

The Agreement shall be extended five (5) years beginning July 1, 2012, and ending at the close of business

on June 30, 2017, subject to the terms and conditions of this Amendment.

2. Facility Capacity

Article 2.01(h) of the Agreement is amended in its entirety to read as follows:

h. Facility Capacity. Contractor will provide Facility Capacity over the Base Term and any Extensions sufficient to ensure Disposal of all Delivered Residue and reuse of all ADC and Operate the Facility as necessary to provide permanent Disposal for all Delivered Residue and reuse of all ADC from Facility Users. Contractor shall guarantee that Facility Capacity shall be adequate over the Base Term and any Extensions to Accept Delivered Residue from the Transfer Station resulting from Waste delivered by the Authority and Authority's Collection Contractors and to Accept Residue and ADC from the recyclables processing operations at the Transfer Station resulting from source separated recyclables or recyclable rich loads of materials delivered by any user of the Transfer Station.

3. Delivery of Residue and ADC

Article 6.05 of the Agreement is hereby amended in its entirety to read as follows:

6.05 Authority Obligation on the Delivery Date. The Authority is obligated, beginning on or after the Delivery Date and through the Base Term and any Extensions, to direct the Transport Contractor(s) to Deliver all Residue and ADC from the Transfer Station to the Disposal Facility for purposes of Disposal and reuse. On or after the Delivery Date, Authority shall direct Authority Member's Collection Contractor(s) to deliver all Waste to the Transfer Station in accordance with the provisions of the Joint Powers Agreement. Authority has the right, but not the obligation, to direct the Transport Contractor(s) to deliver some or all of its ADC to the Facility. However, from January 1, 2012 through June 30, 2017, Authority shall have the obligation to direct the Transport Contractor(s) to deliver all of its ADC to the Facility.

4. Disposal Fee and Other Fees

Exhibit 1 to the Agreement is hereby amended in its entirety to read as follows:

EXHIBIT 1 DISPOSAL FEE AND OTHER FEES

The Disposal Fees paid to Keller Canyon Landfill Company on a dollar per ton basis for Residue and ADC including annual adjustments shall be as follows:

<u>Date</u>	<u>Disposal Fee</u>	<u>ADC Fee</u>
January 1, 2012	\$26.00	\$14.00

Beginning January 1, 2013, and each subsequent January 1, the Disposal Fee and the ADC Fee will be

adjusted annually by the percentage change in the U.S. Bureau of Labor Statistics Garbage and Trash Collection Index (CUUROOOSEHGO2) as calculated by computing the average of monthly index values for the most recent published 12 months and comparing that number to the average of monthly index numbers for the 12 month period preceding the first calculation period; however, no annual adjustment shall be less than 0.0% or greater than 3.0%, regardless of the calculated percentage change in the Index. Other adjustments to the Disposal and ADC fees shall be in accordance with the provisions of Articles 8 and 9.

Amount regarded as significant	\$20,000
Extended Facility Receiving Hours (or any portion thereof)	\$500 per hour

5. Protection From Bridge Toll and Local Fee Increases

Section 8.05 is hereby added to the Agreement to read as follows:

8.05 Protection from Bridge Toll and Local Fee Increases.

a. Bridge Toll Increases. During the contract extension period from July 1, 2012 through June 30, 2017, Contractor shall protect the Authority from increases in bridge tolls in excess of \$0.50 per ton based on 22 ton loads. This agreement is based on a baseline bridge toll of \$25.00 per transfer vehicle effective July 1, 2012. In the event that bridge tolls are increased beyond \$25.00 per vehicle to an amount that increases Authority costs by more than \$0.50 per ton, Contractor shall offset the increase beyond \$0.50 per ton by an equal reduction in per ton disposal fees at the landfill for both ADC and Delivered Residue.

b. Local Charge Increases. During the contract extension period from July 1, 2012 through June 30, 2017, Contractor shall protect the Authority from increases in Local Charges in excess of \$1.00 per ton based on 22 ton loads. Local Charges in effect as of July 1, 2012 shall be considered baseline charges for purposes of this paragraph, In the event that Local Charges in excess of the baseline increase Authority costs beyond \$1.00 per ton, Contractor shall offset the increase beyond \$1.00 per ton by an equal reduction in per ton disposal fees at the landfill for both ADC and Delivered Residue.

6. Except as provided in Paragraphs (1) through (5), above, the terms and provisions of the agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment as of the date first above written.

Napa-Vallejo Waste Management Authority

Keller Canyon Landfill Company

Peter Mott, Chair of Authority Board
"AUTHORITY

By: _____

Contractor (printed name)/Title

Date _____

Date _____

ATTEST:

(Notarized) Attach Corporate Resolutions

Julia Travis, Authority Clerk

Date _____

Counsel to Contractor (signature)

APPROVED AS TO FORM

Office of Legal Counsel

By: Minh Tran (Via E-Signature)
Assistant County Counsel

Date: September 29, 2011