



PUBLIC WORKS COMMITTEE

MEETING AGENDA

AMADOR COUNTY TRANSPORTATION AND PUBLIC WORKS

Conference Room A

Thursday, February 25, 2016

9:00 A.M.

(Supervisors Oneto and Plasse)

In compliance with the Americans with Disabilities Act, if you are a person with a disability and you need a modification or accommodation to participate in this meeting, please contact the Public Works Department at (209) 223-6429 or (209) 223-6395 (fax). Requests must be made as early as possible, and at least one full business day before the meeting.

CALL TO ORDER

AGENDA: Approval of agenda for this date. Any and all off-agenda items must be approved by the Committee.

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only, no action to be taken. Any person may address the Committee at this time upon any subject within the jurisdiction of the Public Works Committee; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Committee meeting. Please note – there is a five (5) minute limit per topic.

MINUTES: Approval of minutes of December 23, 2015

ITEMS:

1. ACES Request to Extension to Material Recovery Facility (MRF) Agreement and Lease Agreement.
2. Cosumnes River Bridge – Latrobe Road – Extra Legal Load Limit
3. SR88 Corridor Improvement Project- Update

TOPICS FOR NEXT MEETING:

For Discussion

NEXT MEETING:

Thursday, March at 9:00 a.m. in Conference Room A

ADJOURNMENT



**PUBLIC WORKS COMMITTEE
MEETING MINUTES
December 23, 2015**

ATTENDEES:

Supervisor Oneto, District 5 Supervisor Plasse, District 1 Aaron Brusatori, Director
Steve Stokes, Chief Building Official

CALL TO ORDER

John Plasse called the meeting to order.

AGENDA:

The agenda was approved as presented.

PUBLIC MATTERS NOT ON THE AGENDA:

Director Brusatori reported that Scott Oneto of the UC Cooperative Extension had provided a modified plant list for the Amador CARE program which was under review by TPW.

MINUTES:

Minutes of the October 29, 2015 meeting were approved as submitted.

ITEMS:

1. Discussion regarding review of fire sprinkler plans by the Building Department.
CBO Stokes reported that he had met with the AFPD Chief and discussed the roles of both AFPD and the Building Department in the review of fire sprinkler plans. Currently AFPD performs the commercial fire sprinkler review and the Building Department checks residential. There is low volume on the commercial and the Chief did not think it necessary to have the Building Department check the sprinkler plans for commercial. Supervisor Oneto and Plasse indicated they were most concerned with providing a single point of contact for our building customers toward a more efficient review and inspection process. Supervisor Oneto and Plasse will review the matter up with AFPD.
2. Discussuion regarding sending letters of support from Board of Supervisors to Assemblyman Bigelow and the Amador County Transportation Commission, requesting an increase in funding due to increases in construction costs of the Fiddletown Road at Shenandoah Road Intersection Project.
Draft a letter of support for the to Board on the Consent Agenda. Request a letter of support from Senator Berryhill and Assemblyman Bigelow. Follow up with Dana Jorgenson regarding the best method of making a request of the Senator and Assemblyman.
3. Discussion regarding SR88 Corridor Improvement Project Right of Way with respect to the Cooperative Agreement between Amador County, Amador County Transportation Commission and Caltrans.
Bring question to the full Board regular agenda, have consultant team available to provide guidance and answer questions.

TOPICS FOR NEXT MEETING:



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
WASTE MANAGEMENT & RECYCLING


PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

TO: Public Works Committee
FROM: Jim McHargue 
DATE: February 18, 2016
SUBJECT: **ACES Request to Exercise Extension to Material Recovery Facility (MRF) Agreement and Lease Agreement**

The attached letter from Archer Norris Law Corporation, representing ACES Waste Services Inc., is a formal request to exercise the extension to the MRF Agreement and Lease Agreement. The original MRF Agreement is dated March 18, 1996; and the First Amendment to the Agreement is dated June 29, 2010. The MRF Agreement, Extension and Lease Agreement are attached to this memo.

In 2010 County Counsel reviewed the MRF Agreement prior to the assignment from ADS to ACES. At this time several sections were deleted or changed by County Counsel by means of the First Amendment. Staff has again reviewed the MRF Agreement and has suggested the following sections for deletion: 3, 4c, 6, 8, and 9.

Additionally, staff has contacted the county General Services Director regarding the property lease to determine if any modifications to the lease are required prior to the granting the extension. Once the Public Works Committee has made a recommendation regarding the MRF Agreement and Lease, the General Services Director will take the agreements to the full Board of Supervisors for action.



ARCHERNORRIS
A PROFESSIONAL LAW CORPORATION

2033 North Main Street, Suite 800
Walnut Creek, CA 94596-3759
925.930.6600
925.930.6620 (Fax)
www.archernorris.com

JASUN C. MOLINELLI
jmolinelli@archernorris.com

February 2, 2016

RECEIVED

FEB 10 2016

TRANSPORTATION
& PUBLIC WORKS

Jim McHargue,
Amador Co. Air and Waste Mgmt Director
810 Court Street
Jackson, CA 95642

Re: ACES Waste Services, Inc. / MRF Contract and Lease Extensions

Dear Gentlepersons:

I hope this correspondence finds you well. I am writing on behalf of ACES Waste Services, Inc., to formally exercise their option to extend the term of their Contract for Materials Recovery Facility ("MRF Contract") with Amador County for an additional 5 years following the conclusion of the current term expiring on March 18, 2016.

The automatic option is exercised pursuant to Section 22. of the MRF Contract originally dated March 18, 1996. Also in accordance with Section 2.01 of the Property Lease, ACES hereby exercises its option to extend the lease to the same date as the expiration of the MRF Contract, as stated above.

Please let us know if there is anything further we need to do to exercise these options. As always, ACES is pleased and proud to provide for the maintenance and operation of the MRF, also known as the Western Amador Recycling Facility, on behalf of Amador County and warmly looks forward to continuing their service into the future.

Thank you for your attention this matter. Please feel free to contact me, Paul Sr. or Paul Jr. at ACES to discuss this request or for any other reason.

Sincerely,

ARCHER NORRIS

Jason C. Molinelli

cc: Aaron Brusatori - Amador Co. Comm. Dev. Dept. Dir.
Brian Oneto - Amador Co. Bd. of Supervisors, Public Works Committee
John Plasse - Amador Co. Bd. of Supervisors, Public Works Committee
A0247002/2330402-1

FIRST AMENDMENT TO CONTRACT FOR
MATERIALS RECOVERY FACILITY

THIS FIRST AMENDMENT TO CONTRACT FOR MATERIALS RECOVERY FACILITY (this "First Amendment") is made as of June 29, 2010 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County"); WASTE CONNECTIONS, INC., a California corporation formerly doing business as Amador Disposal Service, Inc. ("ADS"); and ACES Waste Services, Inc., a California corporation ("ACES").

OF CALIFORNIA

RECITALS

A. County and ADS executed an agreement (the "Contract") dated March 19, 1996 whereby ADS designed, constructed and operated a materials recovery facility ("MRF") for the purpose of enabling County to meet its Assembly Bill 939 requirements for the diversion of solid waste.

B. ADS is in the process of transferring certain of its assets located in Amador County to ACES (the "Transfer"). As part of the Transfer, ADS desires to assign all of its rights and obligations under the Contract to ACES, and ACES desires to assume all rights and obligations of ADS under the Contract.

C. County is willing to allow the assignment and assumption of the Contract, provided that certain amendments are made to the Contract, as set forth herein.

NOW, THEREFOR, the parties agree as follows:

1. Subsection 4(b) of the Contract is hereby deleted and the following is substituted in its place:

(b) After processing solid waste through the MRF, ADS shall haul said solid waste to any landfill or disposal facility which, with hauling and all other costs, is at the lowest cost for users of the MRF and customers of franchise haulers.

2. Subsections 10(a) through (d) of the Contract are hereby deleted and the following is substituted in its place:

10. Rates for the MRF shall be set by the Board of Supervisors and adjusted periodically in accordance with the Rate Adjustment Methodology adopted by County.

3. The second sentence of Section 11 of the Contract is hereby deleted.

4. The second sentence of Section 12 of the Contract is hereby deleted.

5. Subsection 12(e) of the Contract is hereby and the following is substituted in its place:

(e) ADS shall operate the MRF so as to achieve a fifteen percent (15%) diversion rate.

6. Section 14 of the Contract is hereby deleted.

7. Section 15 of the Contract is hereby deleted and the following is substituted in its place:

15. ADS shall operate the MRF so as to achieve a fifteen percent (15%) diversion rate. County shall continue its existing waste reduction efforts and make all reasonable efforts to continue to reduce disposable waste.

8. The third sentence of Section 16(a) of the Contract is hereby deleted.

9. The first sentence of Section 17 of the Contract is hereby deleted and the following is substituted in its place:

ADS shall be solely responsible and liable for any toxic or hazardous waste brought to or existing on the MRF site and shall pay for necessary investigation, remediation, cleanup, removal, disposal, damages, fines, penalties, litigation costs (including attorneys' fees), and any other costs associated with said toxic or hazardous waste, and shall defend, indemnify, and hold harmless County from all said costs and liability, including without limitation those incurred pursuant to CERCLA.

8. Section 18 of the Contract is hereby deleted.

9. Section 21 of the Contract is hereby deleted and the following is substituted in its place:

21. (a) ADS shall be responsible for the management and disposal of leachate (water having been in contact with waste) generated at the MRF, including without limitation (i) the transfer truck pit sump and all liquid contained therein, and (ii) the above-ground storage tank. County shall not unreasonably refuse to accept said leachate into the Class II surface impoundment at the Landfill. ADS shall pay the County at the established rate for disposal of said leachate. ADS shall provide to the MRF its own water, power, telephone, and other utilities, all at its own cost.

(b) ADS and County shall cooperate in applying and funding best management practices to manage stormwater runoff from the MRF and the area surrounding the MRF, including without limitation taking any measures required to remedy any exceedances identified by the Regional Water Quality Control Board.

10. Section 23 of the Contract is hereby deleted.

11. The notice addresses set forth in Section 34 shall be modified to read as follows:

To County: Community Development Department
Attention: Manager, Waste Management
810 Court Street
Jackson, CA 95642

With copies to: Office of the County Counsel
810 Court Street
Jackson, CA 95642

To ADS: ACES Waste Services, Inc.
Attention: President
P. O. Box 321
Pine Grove, CA 95665

12. The parties acknowledge that the provisions of this First Amendment are contingent upon the accomplishment of the Transfer. By its execution hereof, County consents to the Transfer and the assignment and assumption contemplated herein, contingent upon execution by ACES of this First Amendment, an amendment to that certain Lease dated September 27, 2005, and an amendment to that certain Franchise and Agreement dated March 24, 1998 in form satisfactory to County. This First Amendment shall become effective upon the date of closing of the Transfer. In the event the Transfer has not occurred by July 1, 2011, then this First Amendment shall be deemed null and void *ab initio*.

13. Except as set forth in this First Amendment, the Contract shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

COUNTY OF AMADOR

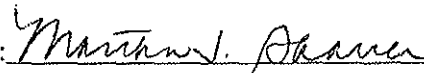
OF CALIFORNIA
WASTE CONNECTIONS, INC., a California
corporation dba Amador Disposal Service, Inc.

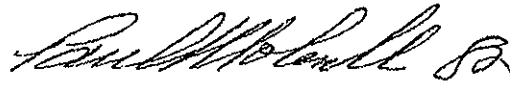
BY: 
Chairman, Board of Supervisors

BY: _____

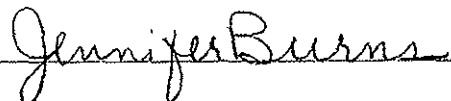
APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

ACES WASTE SERVICES, INC., a California
corporation

BY: 

BY: 
President

ATTEST:
CLERK OF THE AMADOR COUNTY
BOARD OF SUPERVISORS

BY: 

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CONTRACT FOR MATERIALS RECOVERY FACILITY

This Contract is made and entered into this 19th day of March, 1996, by and between the County of Amador, a political subdivision of the State of California ("County" hereinafter), and Amador Disposal Service, Inc., a California Corporation ("ADS" hereinafter).

RECITALS:

WHEREAS, Assembly Bill 939 (Chapter 1095 of the Statutes of 1989) mandates that all counties prepare and implement a County Integrated Waste Management Plan that includes public educational, source reduction, recycling and landfill diversion programs designed to achieve a twenty-five percent (25%) reduction of solid waste requiring landfill disposal by the year 1995 and a fifty percent (50%) reduction by the year 2000; and

WHEREAS, County intends to meet its AB 939 requirements in part through the Materials Recovery Facility ("MRF" hereinafter) proposed by ADS; and

WHEREAS, ADS proposes to design, construct and operate a MRF at the Amador County Landfill ("Landfill" hereinafter);

NOW, THEREFORE, County and ADS do hereby agree as follows:

1. In accordance with the terms of this Contract, ADS shall design, finance, construct, equip, staff, operate, and maintain a MRF at the Landfill. The operational requirements for the MRF shall be set forth in the Solid Waste Facility Permit (when issued).

2. The MRF shall be located as more particularly described in

1 Exhibit "A" (the "Premises").

2 3. The MRF shall meet the specifications as to construction,
3 utilities, equipment, and other relevant standards set forth in
4 Exhibit the Negative Declaration adopted by County. ADS shall
5 submit location, building and site plans in accordance therewith to
6 County for its timely review and approval not later than June 1,
7 1996.

8 4. (a) When the MRF becomes operational, ADS shall receive
9 therein solid waste from all incorporated cities in Amador County,
10 the unincorporated area of Amador County, and such other areas
11 and/or jurisdictions as expressly authorized by County, including
12 Amador County solid waste not yet processed through another MRF
13 ("non-MRFed solid waste") from any other waste collection/hauling
14 franchise. The MRF is a facility where ADS shall recycle and
15 recover materials from solid waste so that they do not enter the
16 disposal waste stream. ADS understands and agrees that it is under
17 a duty to accept all waste brought to the MRF that meets the waste
18 standards set forth in this Contract regardless of the person or
19 entity which brings the waste to the MRF, specifically including
20 A.C.E.S., another solid waste franchise operator in Amador County.
21 As set forth in subparagraph 10(d), all solid waste franchise
22 operators shall be charged the same rate for use of the MRF whether
23 said solid waste franchise operator is or is not an ADS Waste-
24 Related Entity.

25 (b) After processing solid waste through the MRF, ADS
26 shall haul said solid waste to Lockwood Landfill in Storey County,
27 Nevada, pursuant to the contract between Refuse, Inc. and ADS
28 attached hereto as Exhibit "B" and incorporated herein by reference

1 or to any other landfill or disposal facility which, with hauling
2 and all other costs, is significantly cheaper for users of the MRF
3 and customers of franchise haulers.

4 (c) County at its own expense shall construct and have
5 operational prior to October 1, 1996, at the Amador County Landfill
6 a certified public scale no less than sixty (60) feet long capable
7 of weighing franchise haulers' trucks.

8 5. County and ADS shall cooperate to obtain all necessary
9 permits required for ADS to operate the MRF. ADS shall cooperate
10 in transferring said permits to County or to County's designated
11 assignee upon ADS' ceasing to operate the MRF.

12 6. ADS shall use its best efforts to commence full operation
13 of the MRF by October 1, 1996, which date is an essential term of
14 this Contract.

15 7. From the date ADS takes dominion and control over the
16 Premises described in Exhibit "A", ADS shall be solely responsible
17 for the safety of its operations thereon. County has by this
18 Contract leased the site to ADS and except as otherwise set forth
19 in this Contract is not responsible for ADS' operations on the
20 site. This Contract also constitutes a lease of the Premises from
21 County as lessor to ADS as lessee for the period and on the terms
22 and conditions set forth herein. The parties shall record a
23 memorandum of lease upon execution hereof in the form set forth in
24 Exhibit "C".

25 8. Within six (6) months from the date the MRF becomes
26 operational, ADS shall prepare and deliver to the County an
27 operations manual for the MRF and a set of as-built drawings of the
28 MRF and all appurtenances thereto in a form that may be reproduced.

1 ADS shall prepare and deliver to County additional as-built
2 drawings reflecting modifications of and alterations to the MRF
3 effected by ADS after the date MRF becomes operational. ADS
4 acknowledges that prior to making any such modifications or
5 additions, permit revisions may be required as well as approval by
6 applicable regulatory agencies.

7 9. Except as otherwise set forth herein, ADS shall pay for
8 all costs incurred and associated with the design, construction and
9 operation of the MRF. The parties hereto understand and agree that
10 the prevailing wage requirements set forth in California Labor Code
11 1770 et seq. may apply to the construction and operation of the
12 MRF. Based on the uncertainty of the state of the law as to
13 whether or not prevailing wages are required, this Contract does
14 not expressly require ADS to pay prevailing wages to its employees
15 or require ADS to have any contractor pay prevailing wages to its
16 employees; however, County and ADS shall obtain a Department of
17 Industrial Relations opinion of this Contract or construction of
18 the MRF to obtain DIR's opinion as to whether or not all or any
19 part of the work to be done pursuant to this Contract falls within
20 said prevailing wage requirements. The parties shall abide by any
21 such opinion. ADS shall hold harmless County, its officers and
22 employees, from any damages, lost wages, penalties, fines, or other
23 costs including litigation costs resulting from ADS' not paying
24 prevailing wages.

25 10. (a) After the MRF becomes operational, County and ADS
26 prior to the beginning of each calendar year commencing on January
27 1, 1998, annually shall review the MRF's prior fiscal year's
28 operation's costs and revenues in order to determine whether

1 changes in said costs and revenues have occurred warranting a
 2 change in the Landfill Rate Schedule ("Rate Schedule") to defray
 3 any new excess of costs over revenues. The Rate Schedule in effect
 4 as of the date of commencement of operations is attached hereto as
 5 Exhibit "D". County is under no duty to approve any change in said
 6 Rate Schedule but shall exercise its reasonable discretion taking
 7 into account the factors set forth in paragraphs 12 and 13 hereof.
 8 Any amended Rate Schedule shall take effect on January 1 of the
 9 applicable year.

10 (b) The parties agree that the initial Rate Schedule
 11 described in subparagraph (a) hereof represents ADS' costs without
 12 ADS' being required to pay prevailing wage rates. In the event
 13 that ADS is required to pay prevailing rates, the parties shall
 14 amend the initial Rate Schedule to account on a dollar for dollar
 15 basis for any increase in ADS' costs as a result of its being
 16 required to pay prevailing rates.

17 (c) ADS shall have the right immediately to seek from
 18 County an increase in the initial Rate Schedule to account for any
 19 other unavoidable increase in costs imposed on ADS by any federal,
 20 state or local regulatory entity on a dollar-for-dollar basis
 21 without waiting for the regular annual rate review described in
 22 subsection (a) hereof.

23 (d) If A.C.E.S.' non-MRFed solid waste brought to the MRF
 24 exceeds 360 tons in any calendar month, ADS may apply to County for
 25 an additional rate increase for that month applicable to all
 26 franchise haulers to offset the cost of processing A.C.E.S.' non-
 27 MRFed solid waste exceeding said 360 tons.

28 11. In reviewing the financial operation of the MRF, County

1 shall be entitled to review all of the financial operations of ADS'
2 waste hauling, collection, and disposal entities, including, but
3 not limited to, ADS' operation of the Landfill pursuant to a
4 separate contract and ADS' operation of its waste hauling franchise
5 ("Waste Related Entities"). Entities not Waste Related Entities
6 (such as Robert Grunigen's portable toilet entity) are not
7 included. The purpose of County's reviewing all said Waste Related
8 Entities' operations is to provide information to County on the
9 accounting for all of the costs and revenue which should properly
10 be attributed to the MRF. In order to properly adjust said Rate
11 Schedule, County may take into account the revenue and costs of all
12 said Waste Related Entities. In addition, County may take into
13 account ADS' revenue received from selling or recycling waste
14 received its at the MRF.

15 12. ADS shall be entitled to an annual review of the Rate
16 Schedule as set forth above. Not later than September 30 of each
17 year, ADS may submit a request for a Rate Schedule increase by
18 providing such a request in writing to the Amador County Solid
19 Waste Department specifying the amount of the requested increase,
20 documentation in support thereof, and balance sheets and income
21 statements for all ADS Waste Related Entities described above. Any
22 request by ADS for an increase in the rate schedule shall be
23 accompanied by an independent financial audit of ADS' operations
24 including all Waste Related Entities if so required by County. ADS
25 shall pay for said audit. In deciding whether or not to increase
26 the Rate Schedule, the County shall take into account the
27 following:

28 a) ADS' profitability at the MRF.

- 1 b) ADS' efforts to reduce or contain its costs of
- 2 operation.
- 3 c) Operational costs beyond its control required to be
- 4 borne by ADS except those implemented pursuant to
- 5 paragraph 17 set forth below.
- 6 d) Inflation and deflation as said inflation and
- 7 deflation are reflected in ADS' revenue and costs.
- 8 e) ADS' best efforts to operate the MRF so as to meet
- 9 the twenty-five percent (25%) and fifty percent (50%)
- 10 waste reduction goals.

11 13. After receiving the information set forth above, County
12 shall hold at least one public hearing to solicit public comment on
13 any proposed rate increase.

14 14. In addition, the Rate Schedule shall be amended upward and
15 downward to reflect changes in regulatory fees or disposal fees on
16 a dollar for dollar basis actually charged to and paid by ADS. ADS
17 shall immediately upon learning of any such increase or decrease in
18 said fees give notice thereof to County's Waste Management
19 Department. County's Waste Management Department and Board of
20 Supervisors shall review and approve or disapprove said fee
21 increase or decrease within fifteen (15) days of receiving said
22 notice of the increase or decrease or it shall automatically be
23 implemented. County's disapproval shall be based solely on a
24 finding that the fee has not properly been charged to ADS, could
25 have been avoided by ADS, or will not be paid by ADS on said dollar
26 for dollar basis.

27 15. ADS shall use its best efforts to operate the MRF so that
28 County shall meet the twenty-five percent (25%) and fifty percent

1 (50%) waste reduction requirements of AB 939 to the extent ADS is
2 capable of so operating. County shall continue its existing waste
3 reduction efforts and make all reasonable efforts to continue to
4 reduce disposable waste.

5 16 (a). Household hazardous waste delivered to the MRF shall
6 be disposed of by ADS. ADS shall make all reasonable and
7 practicable efforts to remove all household hazardous waste from
8 the waste material delivered to the MRF and cause said household
9 hazardous waste to be safely and conveniently stored according to
10 legal requirements therefor for disposal. County and ADS shall
11 review the costs and procedures for household hazardous waste after
12 the MRF is operating for six (6) months. ADS shall provide at its
13 own expense the training of its employees in handling household
14 hazardous waste which training is mandated by state and federal
15 regulatory authorities.

16 17. ADS shall be solely responsible and liable for any toxic
17 or hazardous waste brought to or existing on the MRF site and shall
18 pay for necessary remediation, cleanup, removal, damages, fines,
19 penalties, litigation costs, including attorneys' fees, associated
20 with said toxic or hazardous waste and shall defend, indemnify, and
21 hold harmless County from all said costs and liability, including
22 those incurred pursuant to CERCLA. Said duty shall be a continuing
23 one, beginning with the formation of this Contract and extending
24 until and after the termination of the Contract. ADS shall inspect
25 the site prior to its taking dominion and control thereover and
26 ascertain whether any such toxic and/or hazardous waste exists
27 thereon. This indemnification provision shall not apply to toxic
28 and/or hazardous waste which County acknowledges exists on the MRF

1 site prior to ADS' assuming dominion and control thereof.

2 18. In addition to ADS' operation and construction of the MRF
3 described herein, ADS shall continue to operate the Amador County
4 Landfill pursuant to the contract between the parties dated August
5 25, 1992, and as said contract may be amended by the parties from
6 time to time. The parties hereto intend to amend said contract and
7 the Franchise and Agreement by which ADS has a waste collection
8 franchise issued by County contemporaneously with the formation of
9 this Contract so as to allow ADS to transport solid waste after
10 processing at the MRF to a legally operated landfill or other
11 disposal site.

12 19. In operating the MRF, ADS shall comply with all legal and
13 environmental requirements including but not limited to those set
14 forth in any license, permit, or other approval required for the
15 design, construction, equipping, and operation of the MRF. Said
16 compliance shall be entirely at ADS' and not at County's cost. Any
17 breach by ADS in any of the environmental or legal standards
18 applied to the MRF shall be cured solely by ADS and ADS shall,
19 remediate, pay any and all penalties, fines, or damages, and take
20 any other action necessary in order to comply with said legal and
21 environmental standards. The cost of curing said breach and/or
22 paying said penalties or damages shall not be a basis for any
23 increase in the Rate Schedule.

24 20. ADS shall obtain, pay for, and maintain in force from and
25 after the date of this Contract the insurance coverage specified in
26 Exhibit "E", naming County, its officers and employees, as insured
27 parties.

28 21. ADS shall be responsible for the management and disposal

1 of leachate (water having been in contact with garbage) generated
2 at the MRF; provided, however, that County shall not unreasonably
3 refuse to accept said leachate into the Class II surface
4 impoundment at the Landfill. ADS shall pay the Landfill operator
5 at the established rate for disposal of said leachate. ADS shall
6 provide to the MRF its own water, power, telephone, and other
7 utilities, all at its own cost.

8 22. The term of this Contract shall commence on the date
9 first written above and shall continue for a term of twenty (20)
10 years therefrom. ADS shall be entitled to one (1) five (5) year
11 extension, commencing upon the expiration of said twenty (20) year
12 term, unless County finds that ADS is then in material breach or
13 default of its obligations under this Contract, in which case the
14 term shall not be extended. In the event that ADS holds over
15 beyond the expiration of the term of this Agreement, that holding
16 over shall be deemed a month-to-month tenancy only and terminable
17 by County pursuant to the laws of the State of California then in
18 existence governing termination of month-to-month tenancies.

19 23. This Contract may be terminated by County at any time
20 that Robert N. Grunigen is no longer the responsible managing
21 officer of ADS unless assigned as set forth in paragraph 26 hereof,
22 or upon a material breach of any of the terms herein by ADS.

23 24. Upon termination of the Contract for any reason, ADS
24 shall provide County with such information regarding the design,
25 construction and operation of the MRF as may be reasonably required
26 to permit the County to operate and maintain the MRF, including the
27 current "as-built" drawings and operations manual if not already
28 delivered to County. ADS shall also (a) supply to the County the

1 proper components and related operations manuals and/or
2 documentation needed for continuing the operation of the MRF; (b)
3 assign for the benefit of County all contracts, maintenance and
4 supply agreements, all permits, subcontracts and warranties to the
5 extent they are assignable; and (c) assist County by providing
6 initial training of personnel as may be reasonably necessary to
7 enable a new operator to continue with the operation of the MRF.
8 The services set forth in (a) and (b) inclusive shall be provided
9 at ADS's cost.

10 25. Any changes to this Contract may be effected only if
11 mutually agreed upon in writing by the parties, which in County's
12 case means by action of the Board of Supervisors.

13 26. Neither County nor ADS shall assign, transfer or
14 subcontract its rights or delegate its duties and obligations under
15 this Contract or any rights hereunder without prior written consent
16 of the other party which consent shall not be unreasonably
17 withheld.

18 27. This Contract constitutes the entire agreement between
19 ADS and County with respect to the subject matters set forth herein
20 and supersedes all previous negotiations, proposals, commitments,
21 writings, advertisements, publications and understandings of any
22 nature whatsoever unless expressly specified in this Contract.

23 28 All of the exhibits attached hereto and referenced in this
24 Contract are hereby incorporated in this Contract as if fully
25 set forth.

26 29. Neither party to this Contract shall be responsible for
27 delays or failure in performance resulting from acts beyond control
28 of such party. Such acts shall include, but are not limited to,

1 acts of God, strikes, lockouts, riots, acts of war, epidemics,
2 powers failures, earthquakes or other disasters. If any party
3 hereto is rendered unable, wholly or in part, by such force majeure
4 to carry out its obligations under this Contract, that party shall
5 give to the other party hereto prompt written notice of the force
6 majeure with reasonably full particulars concerning it. Thereupon,
7 the obligations of the party giving the notice, so far as they are
8 affected by the force majeure, shall be suspended during, but no
9 longer than the continuance of the force majeure, except for a
10 reasonable time thereafter required to resume performance. During
11 any period in which any party hereto is excused from performance by
12 reason of the occurrence of an event of force majeure, the party so
13 excused shall promptly, diligently and in good faith, take all
14 reasonable action required in order for it to be able to commence
15 or resume performance of its obligations under this Contract.

16 30. Any controversy or claim arising out of or relating to
17 this Contract which cannot be amicably resolved without court
18 action shall be litigated in state court with venue in Amador
19 County, California. The rights and obligations of the parties and
20 all interpretations and performance of this Contract shall be
21 governed in all respects by the laws of the State of California.

22 31. ADS shall defend, hold harmless, and indemnify County,
23 its officers, agents and employees against the payment of any and
24 all costs and expenses, claims, suits, liability, fines or
25 penalties resulting from or in any way connected with any negligent
26 or wrongful acts or omissions of ADS, its officers, agents,
27 contractors and employees, in performing or failing to perform any
28 work, services or functions provided for, referred to, or in any

1 way connected with any work, services or functions to be performed
 2 by ADS under this Contract. County shall defend, hold harmless, and
 3 indemnify ADS, its officers, agents and employees against the
 4 payment of any and costs and expenses, claims, suits, liability,
 5 fines or penalties resulting from or in any way connected with any
 6 negligent or wrongful acts or omissions of County, its officers,
 7 agents, contractors and employees, in performing or failing to
 8 perform any duties to be performed by County under this Contract.
 9 The parties' obligation to indemnify, defend and hold harmless the
 10 other party shall include any liabilities, losses, costs or
 11 expenses, including attorney's fees and other litigation costs.

12 32. In performance of the services herein provided for, ADS
 13 shall be and is an independent contractor and is not an agent or
 14 employee of County. ADS shall be solely responsible for and hold
 15 County harmless from all matters relating to the payments of its
 16 employees and contractors including compliance with social security
 17 and income tax withholding, and all other regulations governing
 18 such matters.

19 33. Each and every clause in this Contract shall be deemed
 20 material. Termination of this Contract by County as herein
 21 provided for shall preserve all of County's and ADS rights to any
 22 other legal relief, including recovery of money damages.

23 34. Notice and other communications shall be transmitted in
 24 writing by certified U.S. Mail, postage prepaid, return receipt

25 ////
 26 ////
 27 ////
 28 ////

1 required, addressed to the parties as follows:

2 ADS: Amador Disposal Service, Inc.
3 P.O. Box 325
4 Sutter Creek, CA 95685

4 County: County of Amador
5 Attention: Air/Waste Management Director
6 500 Argonaut Lane
7 Jackson, CA 95642

7 35. This Contract may create a possessory interest in the
8 land occupied by the MRF. If created, such interest may be subject
9 to property taxation and ADS may be subject to the payment of
10 property taxes levied on such interest. In any event, ADS shall be
11 solely responsible for and shall pay any and all taxes including
12 possessory interest or other property taxes and all assessments or
13 charges associated with or arising from this Contract, its
14 occupancy of the site, and/or its ownership and operation of the
15 MRF.

16 36. In the event that any provision of this Contract shall be
17 held invalid or unenforceable by a court of competent jurisdiction,
18 such holding shall not invalidate or render unenforceable any other
19 provision hereof.

20 37. Except in the event that County earlier terminates this
21 Contract on account of default or material breach of this Contract
22 by ADS pursuant to the terms of paragraphs 23 or 24 of this
23 Contract, upon the expiration of the term of this Contract, whether
24 after the twenty (20) year term or the five (5) year term provided
25 for in paragraph 22 hereof, ownership and control of the MRF and
26 its equipment shall automatically pass to County without further
27 consideration. In that event, ADS shall provide County with such
28 information regarding the design, construction and operation of the

1 MRF as may be reasonably required to permit County to operate and
 2 maintain the MRF, including the current "as-built" drawings and
 3 operations manual if not already delivered to County. ADS shall
 4 also (a) supply to County the proper components and related
 5 operations manuals and/or documentation needed to County's
 6 continuing of the operation of the MRF'; (b) assign for the benefit
 7 of County all agreements, maintenance and supply contracts, all
 8 permits, subcontracts and warranties to the extent they are
 9 assignable; and (c) assist County by providing initial training of
 10 personnel as may be reasonably necessary to enable a new operator
 11 or County to continue with the operation of the MRF. The services
 12 described in (a) and (b) hereof shall be provided at ADS's cost.
 13 County reserves the right to have such rights and interests
 14 provided to a third party designated by County.

15 38. This Contract shall be binding upon and inure to the
 16 benefit of the successors and assigns of County and ADS.

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COUNTY OF AMADOR,

AMADOR DISPOSAL SERVICE, INC.

By Stephanie A. Moreno

By Robert N. Grubigen
Robert N. Grubigen,
President

PROPOSED M.R.F. SITE at Buena Vista Landfill

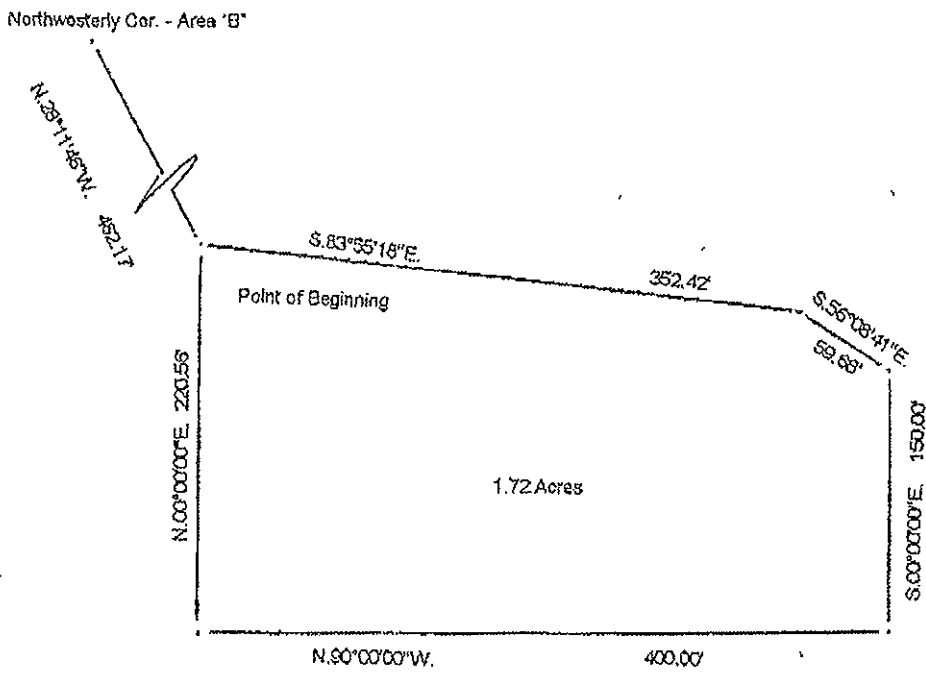
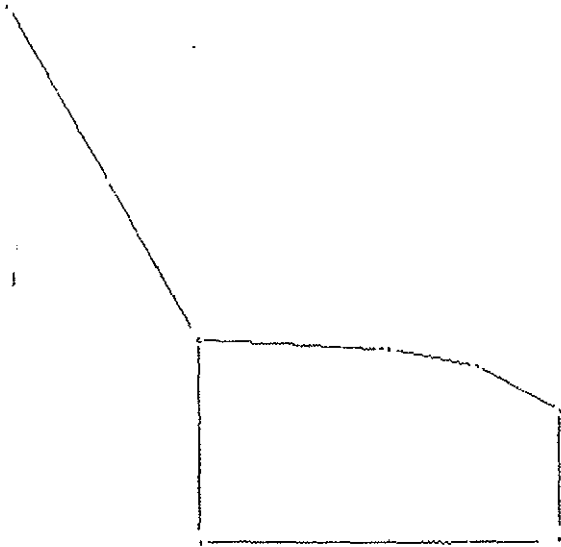


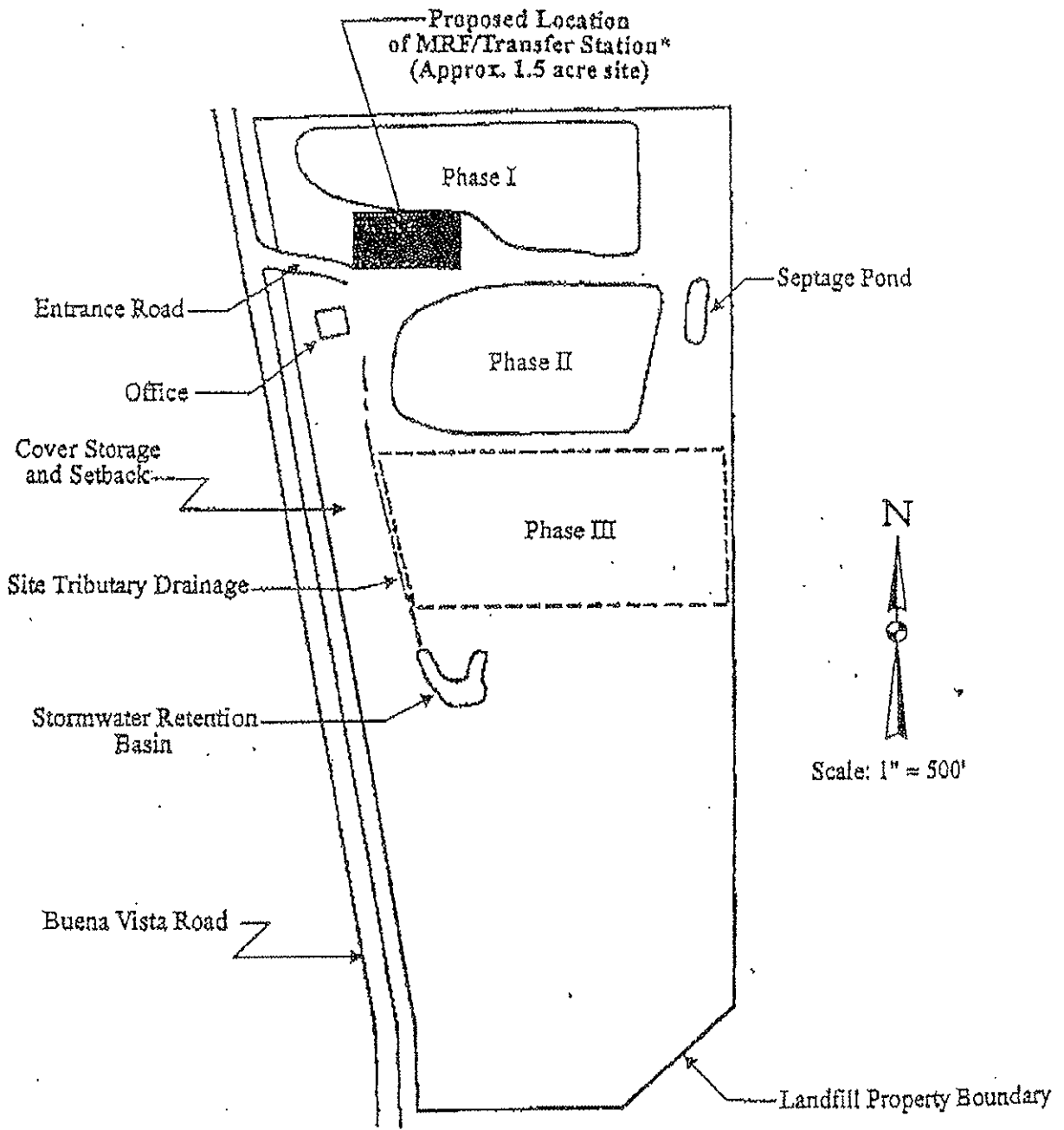
EXHIBIT A

Legal Description - MRF site at Buena Vista Landfill

All that portion of Lot 266 of Rancho Arroyo Seco as same is shown on that certain survey map filed for record in Book 48 of Maps and Plats at Page 4 in the office of the Amador County Recorder and being more particularly described as follows:

Commencing at a point within "Area B" as shown on said survey map from which the most northwesterly corner of said "Area B" bears N.30°31'51"W. A distance of 457.45'; thence, with bearings based on the aforementioned survey, S. 87°00'00"E a distance of 225.50'; thence S.79°39'16"E. A distance of 106.9'; thence S.62°01'53"E. A distance of 114.125'; thence South a distance of 151.00' thence West a distance of 430.00'; thence North a distance of 241.00 feet to the point of beginning and containing 2.145 acres more or less.





*Current location of gate house and shop. These will be relocated or incorporated into the MRF/Transfer Station.

PHASE THREE 
ENVIRONMENTAL MANAGEMENT

**FIGURE 2: PARCEL MAP,
PROPOSED LOCATION OF
MRF/TRANSFER STATION**
MAP SOURCE: W.E.S. TECHNOLOGY CORP.,
BUENA VISTA LANDFILL EIR, 1992

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment") is made as of June 29, 2010 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County"); WASTE CONNECTIONS, INC., a California corporation formerly doing business as Amador Disposal Service, Inc. ("ADS"); and ACES Waste Services, Inc., a California corporation ("ACES").

OF CALIFORNIA

RECITALS

A. County and ADS executed an agreement (the "Original Lease") dated September 27, 2005 whereby ADS leased certain areas at the Buena Vista Landfill owned by County, as more particularly set forth in the Original Lease. The Original Lease was amended by that certain First Amendment to Lease dated as of June 19, 2007. The Original Lease as previously amended is referred to as the "Lease."

B. ADS is in the process of transferring certain of its assets located in Amador County to ACES (the "Transfer"). As part of the Transfer, ADS desires to assign its rights and obligations under the Lease to ACES, and ACES desires to assume the rights and obligations of ADS under the Lease.

C. County is willing to allow the assignment and assumption of the Lease, provided that certain amendments are made to the Lease, as set forth herein.

NOW, THEREFOR, the parties agree as follows:

1. Exhibit "B" to the First Amendment shall be deleted and replaced with Exhibit "B" attached hereto, consisting of two (2) pages, incorporated by this reference.

2. Section 1.01 of the Lease shall be deleted and the following shall be substituted in its place:

1.01 Lease. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, County hereby leases and demises to ADS, and ADS hereby leases and hires from County, the Premises described as those certain areas numbered One through Five shown on Exhibit B, for the term and upon the covenants and conditions set forth in this Lease. The parties acknowledge that the area shown as Number Six on Exhibit B has already been leased by County to ADS pursuant to that certain Contract for Materials Recovery Facility dated March 19, 1996, as amended.

3. A new Section 3.03 shall be added to the Lease, which shall read as follows:

3.03 Late Charges. The parties acknowledge that late payment of rent and any other sums due hereunder will cause County to incur costs not contemplated by this Lease, the exact amount of

which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and staff time. Accordingly, if any installment of rent or any other sum due to County shall not be received by County within fifteen (15) days of the date due, then ACES shall pay to County a later charge equal to seven percent (7%) of the overdue amount. The parties hereby agree that this late charge represents a fair and reasonable estimate of costs County will incur by reason of late payment by ACES. Acceptance of any late charge by County shall in no event constitute a waiver of ACES's default or prevent County from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then notwithstanding section 3.01 or any other provision of this Lease to the contrary, rent shall, at County's option, become due and payable quarterly in advance.

4. A new Section 5.05 shall be added to the Lease, which shall read as follows:

5.05 Water System. ADS is currently relying on bulk potable hauled water for the domestic needs of its employees. It is the policy of the California Department of Public Health (CDPH) and the Amador County Environmental Health Department (ACEHD) that bulk hauled water does not provide the equivalent level of public health protection nor reliability as that provided by a permanent water system. In order to provide adequate protection, ACES shall:

A. Immediately following the Transfer, begin quarterly coliform sampling of the distribution system served by the hauled water (e.g., from an employee sink). The results shall be submitted to ACEHD. In addition, ACES shall submit verification that its bulk water hauler holds a valid water hauler license from the CDPH Food and Drug Branch.

B. Within sixty days following the Transfer, ACES shall either:

(1) Provide to ACEHD a declaration under penalty of perjury (in the form prescribed by ACEHD) certifying that the facility does not meet the threshold to be designated a Public Water System as defined in California Health and Safety Code §116275 (i.e., a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year); or

(2) Obtain a Temporary Domestic Water Supply Permit from ACEHD, including submittal of an application and payment of an annual permit fee.

C. Within nine months following the Transfer, ACES shall secure a permanent water source, whether it be an on-site well or connection to a public water supply. Any well shall be constructed under permit from ACEHD. Should ACES opt to construct a well, and should ACES meet the population threshold of a Public Water System as defined in California Health and Safety Code §116275, then ACES shall obtain a Domestic Water Supply Permit within twelve months following the Transfer, and shall consult with ACEHD regarding the permitting process.

5. A new Section 5.06 shall be added to the Lease, which shall read as follows:

5.06 Compliance with NPDES Requirements. The parties acknowledge that they are co-located at the Buena Vista site and share responsibilities for complying with National Pollution Discharge Elimination System requirements. Accordingly, ACES and County shall cooperate in applying and funding best management practices to manage stormwater runoff on the site, including without limitation taking any measures required to remedy any exceedances identified by the Regional Water Quality Control Board, with each party bearing responsibility for the areas under its control (*i.e.*, ACES shall be responsible for drainage and runoff from the Premises, and County shall be responsible for drainage and runoff from the remainder of the Buena Vista landfill site).

6. The notice addresses set forth in section 12.01 shall be modified to read as follows:

To County: Community Development Department
 Attention: Manager, Waste Management
 810 Court Street
 Jackson, CA 95642

With copies Office of the County Counsel
to: Attention: County Counsel
 810 Court Street
 Jackson, CA 95642

To ACES Waste Services, Inc.
ADS: Attention: President
 P. O. Box 321
 Pine Grove, CA 95665

7. The parties acknowledge that the provisions of this Second Amendment are contingent upon the accomplishment of the Transfer. By its execution hereof, County consents to the Transfer and the assignment and assumption contemplated herein, contingent upon execution by ACES of this Second Amendment, an amendment to that certain Contract for Materials Recovery Facility dated March 19, 1996, and an amendment to that certain Franchise and Agreement dated March 24, 1998, in form

satisfactory to County. This Second Amendment shall become effective upon the date of closing of the Transfer. In the event the Transfer has not occurred by July 1, 2011, then this Second Amendment shall be deemed null and void *ab initio*.

8. Except as set forth in this Second Amendment, the Lease shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first set forth above.

COUNTY OF AMADOR

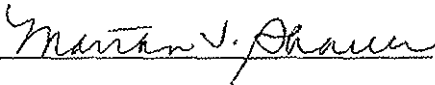
OF CALIFORNIA
WASTE CONNECTIONS, INC., a California corporation dba Amador Disposal Service, Inc.

BY: 
Chairman, Board of Supervisors

BY: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ACES WASTE SERVICES, INC., a California corporation

BY: 

BY: 
President

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF AMADOR

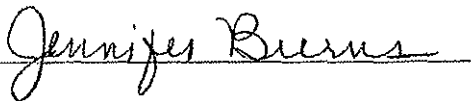
BY: 

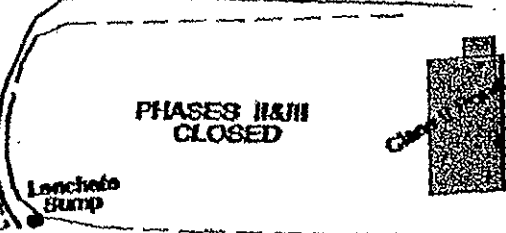
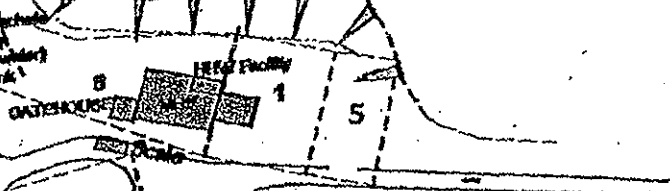
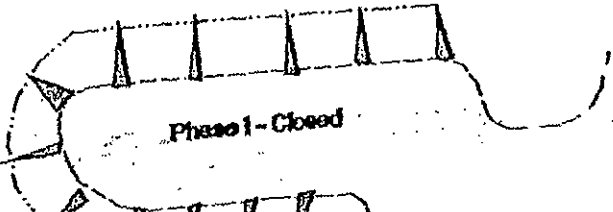
EXHIBIT "B"

Description of Premises

Those certain areas shown as Nos. 1, 2, 3, 4, and 5 on the map attached hereto.

Together with a non-exclusive right to use those roads located on the Property to the extent necessary to provide access to areas 1, 2, 3, 4 and 5.

BUENA VISTA ROAD



1. FUEL FARM AND STORAGE	36,000 SF
2. OFFICE, SHOP, AND PARKING	61,200 SF
3. ROUTE TRUCK PARKING	22,100 SF
4. BIN/STEEL STORAGE	36,500 SF
5. FUEL TANK	11,500 SF
6. MRF BUILDING AND ACE	71,000 SF
TOTAL	238,300 SF



Scale: None

EXHIBIT "B"
BUENA VISTA LANDFILL
ACES LEASED AREAS

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "First Amendment") is made as of June 19, 2007 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and WASTE CONNECTIONS, INC., a California corporation doing business as Amador Disposal Service ("ADS").

RECITALS

A. County and ADS executed an agreement (the "Original Lease") dated September 27, 2005 whereby ADS leased certain areas at the Buena Vista Landfill owned by County, as more particularly set forth in the Original Lease.

B. County and ADS desire to modify the Original Lease as set forth in this First Amendment.

NOW, THEREFOR, the parties agree as follows:

1. Exhibit B to the Original Agreement, consisting of one (1) page, shall be deleted and replaced with Exhibit B to this First Amendment, attached hereto and incorporated by this reference.

2. Section 1.01 of the Original Lease shall be deleted and the following shall be substituted in its place:

1.01 Lease. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, County hereby leases and demises to ADS, and ADS hereby leases and hires from County, the Premises described as those certain areas numbered One through Five and Seven shown on Exhibit B, for the term and upon the covenants and conditions set forth in this Lease. The parties acknowledge that the area shown as Number Six on Exhibit B has already been leased by County to ADS pursuant to the certain Contract for Materials Recovery Facility dated March 19, 1996, as amended.

3. The notice addresses set forth in section 12.01 shall be modified to read as follows:

To County: Public Works Agency
 Attention: Director
 810 Court Street
 Jackson, CA 95642

With copies Office of the County Counsel
to: Attention: County Counsel
 810 Court Street
 Jackson, CA 95642

To Waste Connections, Inc.
ADS: 35 Iron Point Circle, No. 200
Folsom, CA 95630

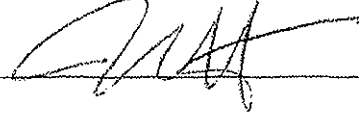
4. Except as set forth in this First Amendment, the Original Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

COUNTY OF AMADOR

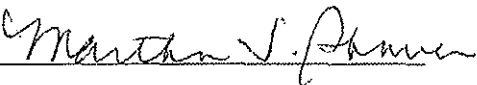
WASTE CONNECTIONS, INC., a California corporation dba Amador Disposal Service

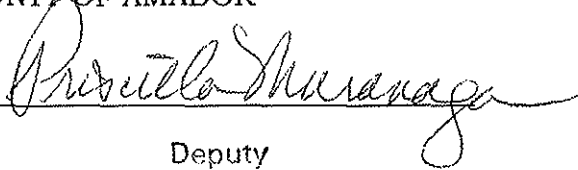
BY: 
Chairman, Board of Supervisors

BY: 

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF AMADOR

BY: 

BY: 
Deputy

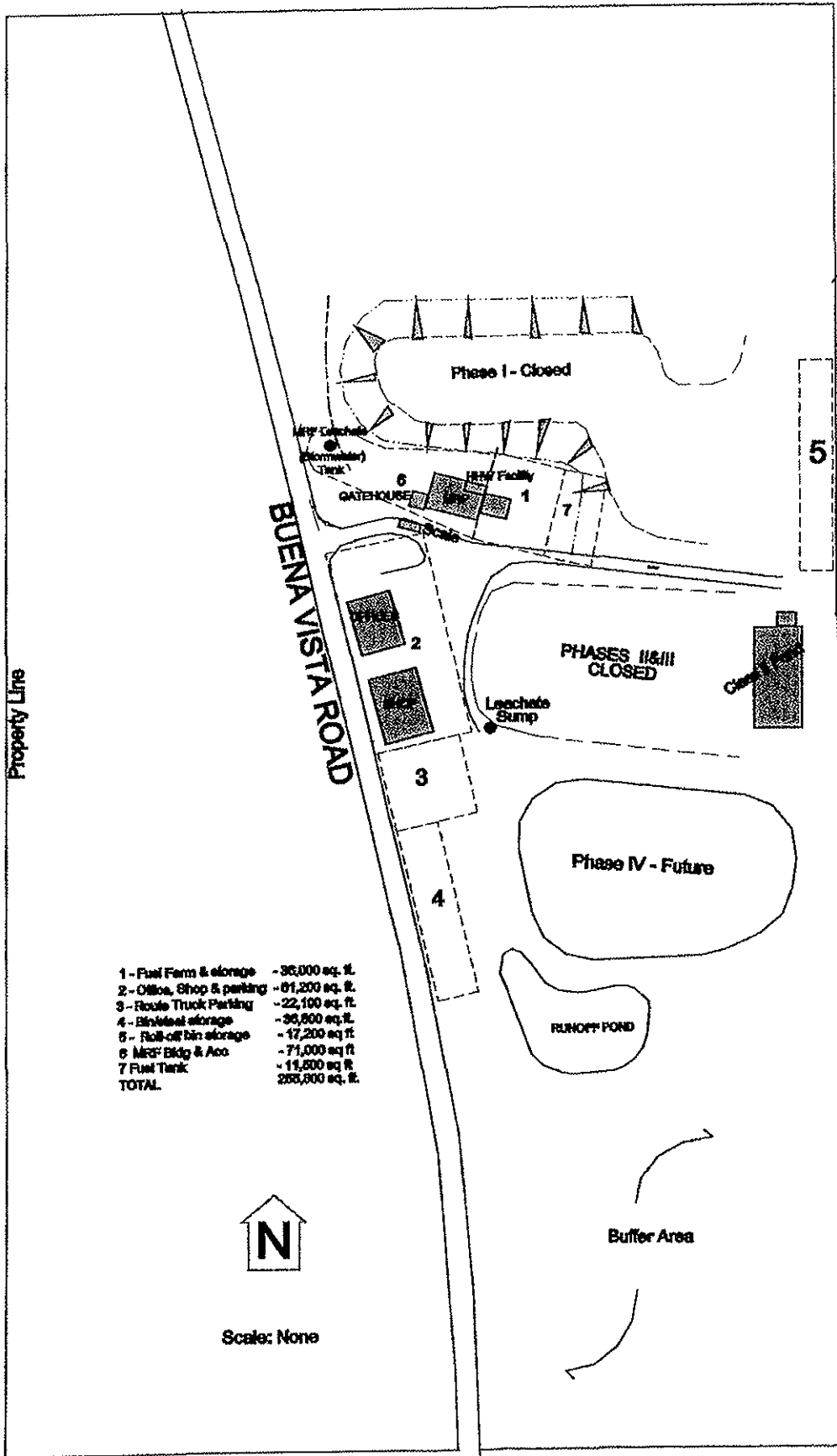


EXHIBIT 'A'
Buena Vista Landfill
ADS LEASED AREAS

Revised Per DWA 11/20/04

LEASE

THIS LEASE ("Lease") is made and entered into as of Sept. 2005, by and between the County of Amador, a political subdivision of the State of California ("County"), and Amador Disposal Service, Inc. ("ADS"), a California corporation.

RECITALS

A. County is the owner of certain real property (the "Property") located in Amador County, California commonly referred to as the "Buena Vista Landfill." The Property is more particularly described on Exhibit A attached hereto.

B. Prior to closure of the Buena Vista Landfill, ADS occupied portions of the Property for the purpose of conducting landfill operations under a contract (the "Operations Contract") with County dated August 25, 1992. ADS' rights to occupy the Property terminated upon closure of active landfill operations at the Buena Vista Landfill.

C. In addition to the Operations Contract, ADS entered into a contract with County dated March 19, 1996 (the "MRF Contract") whereby ADS leased a portion of the Property from County for the purpose of constructing and operating a Materials Recovery Facility. ADS continues to occupy that portion of the Property under lease pursuant to the MRF Contract.

D. ADS constructed a building on the Property and continues to use for its franchise hauling operations and related and affiliated businesses a portion of the Property consisting of an office building, parking area, and roadways. The portion of the Property used by ADS, described herein as the "Premises," is more particularly described on Exhibit B attached hereto.

E. ADS and County desire to enter into a lease for the Premises, upon the terms and conditions set forth herein.

NOW, THEREFOR, for and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

ARTICLE 1.
LEASE; PREMISES.

1.01. Lease. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, County hereby leases and demises to ADS, and ADS hereby leases and hires from County, the Premises described on Exhibit B, for the term and upon the covenants and conditions set forth in this Lease.

1.02. Ownership of Improvements. Any improvements placed upon the Premises by ADS shall remain the property of ADS throughout the term of this Lease. Upon termination of this Lease, all such improvements shall become the sole property of County.

1.03. Negation of Partnership. County shall not become or be deemed a partner or a joint venture with ADS by reason of the provisions of this Lease.

ARTICLE 2.
TERM; CONDITION OF PREMISES.

2.01. Term and Termination by ADS.

A. Term. The term of this Lease (the "Term") shall commence on October 1, 2005 (the "Commencement Date"), and shall expire on March 18, 2016 (the "Expiration Date"), unless terminated earlier in accordance with the provisions of this Lease. Notwithstanding the foregoing, if ADS exercises its option to extend as set forth in paragraph 22 of that certain Contract for Materials Recovery Facility dated March 18, 1996 (the "MRF Contract"), then ADS shall be entitled to extend the Expiration Date to the same date as the expiration of the MRF Contract, provided that ADS is not in default of the terms of this Lease.

B. Termination by ADS. ADS may terminate this Lease at any time upon sixty (60) days written notice to County.

2.02. Condition of Premises. ADS shall accept the Premises in their existing, as-is condition. ADS's taking possession of the Premises on the Commencement Date shall constitute ADS's acknowledgment that the Premises are in acceptable condition.

ARTICLE 3.
RENT; OTHER PAYMENTS.

3.01. Rent. ADS shall pay to County as annual rent (the "Rent"), without deduction, set-off, prior notice, or demand, an amount equal to \$41,592 per year, payable in equal monthly installments of \$3,466. Each installment of rent shall be due and payable on the first day of each calendar month. Rent for any partial month shall be prorated on the basis of a month of 30 days. At the option of County, the Annual Rent may be adjusted on each 5-year anniversary of the Commencement Date of the Lease in accordance with changes in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland Metropolitan Area; provided, however, that in no event shall the adjusted rental rate for the subsequent year be less than the then current rent as of the date of adjustment.

3.02. Taxes. The parties acknowledge that, in the event that the terms of this Lease result in vesting a possessory interest in favor of ADS, ADS may be subject to payment of personal property taxes levied upon such interest. ADS shall be solely responsible for the payment of any such personal property taxes, as well as personal property taxes on any personal property owned by ADS. ADS shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become a lien against the Premises or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit ADS from contesting the validity of any such tax, assessment or fee in a manner authorized by law.

ARTICLE 4.
USE; UTILITIES.

4.01. ADS' Use. ADS shall use the Premises exclusively for the operation of a business office for its hauling operations and related or affiliated waste operations, parking for vehicles used in its hauling operations, employee parking, and for no other purpose, without the written permission of County.

4.02. Restriction. ADS shall not conduct or permit to be conducted any private or public nuisance on the Premises, nor conduct or permit any waste thereon. ADS shall, at its expense, comply with all permits, authorizations, laws, ordinances and regulations applicable to the Premises and the business conducted thereon, including without limitation any requirements of the California Regional Water Quality Control Board, the California Integrated Waste Management Board, and any other federal, state or local agency with jurisdiction over any operations by ADS or related in any manner to ADS' use of the Premises, whether or not permitted by this Lease.

4.03. Utilities. ADS shall pay when due or cause to be paid, and shall hold County harmless from, any liability for all charges for water, gas, sewage, electricity, trash collection, telephone and other utilities and services supplied to and used on the Premises.

ARTICLE 5.
IMPROVEMENTS.

5.01. ADS' Alterations to the Premises.

A. ADS's Right to Make Alterations and Improvements. At any time, ADS may, at its own expense, from time to time make such permanent and nonstructural alterations, replacements, additions, changes, and/or improvements (collectively referred to in this Lease as "Alterations") to the Premises as ADS may find necessary or convenient for its purposes; provided, however, that the value of the Premises is not thereby diminished, and further provided that no Alterations may be made without obtaining the prior written approval of County. ADS shall reimburse County for all costs and expenses (including, without limitation, any architect and/or engineer fees) incurred by County in approving or disapproving ADS' plans for Alterations. ADS shall be liable for and shall indemnify and defend County and any from any claim, demand, lien, loss, damage or expense, including reasonable attorney fees and costs, arising from any Alterations permitted under this Article.

B. Construction Requirements. All Major repairs, alterations or improvements (defined below) to be performed on the Premises that require the approval of County shall be made under the supervision of a competent architect or licensed structural engineer and made in accordance with plans and specifications approved in writing by County before commencement of the work. All work with respect to any Alterations shall be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work.

C. Other Alterations. Except for Minor repairs, alterations or improvements (defined below), ADS shall not make any alterations to the Premises without County's prior written consent.

D. Ownership of Improvements. Any approved Alterations to the Premises, including the Required Improvements, shall remain on and be surrendered with the Premises on expiration or termination of the Term.

5.02. Completion of Improvements.

A. Diligent Prosecution to Completion. Once any work on the Premises is begun, ADS shall with reasonable diligence prosecute to completion all construction of improvements, additions or alterations. All work shall be performed in a good and workmanlike manner, shall substantially comply with any plans and specifications submitted to County as required by this Lease, and shall comply with all applicable governmental permits, laws, ordinances and regulations, including without limitation regulations under the Americans with Disabilities Act.

B. Notice of Nonresponsibility. County or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices of nonresponsibility or any other notices that County may deem to be proper for the protection of County's interest in the Premises. ADS shall, before the commencement of any work, which might result in any such lien, give to County written notice of its intention to do so in sufficient time to enable posting of such notices.

C. Protection of County Against Cost or Claim. ADS shall pay or cause to be paid the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics' Lien Law in effect in California when the work begins. No such payment shall be construed as rent. ADS shall not suffer or permit to be enforced against the Premises or any part of it any mechanic's, materialman's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. However, ADS may in good faith and at ADS' own expense contest the validity of any such asserted lien, claim or demand, provided ADS has furnished the bond required in California Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such a lien claim).

D. ADS shall defend and indemnify County against all liability and loss of any type arising out of work performed on the Premises by ADS, together with reasonable attorneys' fees and all costs and expenses incurred by County in negotiating, settling, defending or otherwise protecting against such claims in the event of the breach by ADS of the duty to defend or indemnify County.

E. County's Right to Discharge Lien. If ADS does not cause to be recorded the bond described in California Civil Code Section 3143 or otherwise protect the Premises under any alternative or successor statute, and a final judgment has been rendered against ADS by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if ADS fails to stay the execution of the judgment by lawful means or to pay the judgment, County shall have the right, but not the duty, to pay or otherwise discharge, stay or prevent the

execution of any such judgment or lien or both. ADS shall reimburse County for all sums paid by County under this paragraph, together with all County's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

F. Notice of Completion. On completion of any work of improvement during the Term, ADS shall file or cause to be filed a notice of completion. ADS hereby appoints County as ADS' attorney-in-fact to file the notice of completion on ADS' failure to do so after the work of improvement has been substantially completed. ADS shall deliver to County, within ten (10) days after completion of any work, a copy of the finalized building permit with respect thereto.

5.03. Maintenance; Repairs; Alterations; Reconstruction.

A. ADS Required to Maintain Premises.

(1) Definition of Duty; Compliance with Laws. Throughout the Term, ADS shall, at ADS' sole cost and expense, maintain the Premises and all Improvements in at least as good a condition as on the Commencement Date, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of: (a) federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus and officials; (b) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (c) all insurance companies insuring all or any part of the Premises or Improvements or both. ADS' repair and maintenance obligations shall include without limitation the following, as applicable: the roof; the heating, ventilation and air conditioning system; mechanical and electrical systems; all meters, pipes, conduits, equipment, components and facilities (whether or not within the Premises) that supply the Premises exclusively with Utilities (except to the extent the appropriate utility company has assumed these duties); all Fixtures and other equipment installed in the Premises; all exterior and interior glass installed in the Premises; all signs, lock and closing devices; all interior window sashes, casements and frames; doors and door frames (except for the painting of the exterior surfaces thereof); floor coverings; and all such items of repair, maintenance, alteration, improvement or reconstruction as may be required at any time or from time to time by a governmental agency having jurisdiction thereof. ADS shall provide for trash removal, at its expense, and shall maintain all trash receptacles and trash areas in a clean, orderly and first-class condition. ADS shall promptly and diligently repair, restore, and replace as required to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the Improvements, resulting wholly or in part from causes required by this Lease to be covered by fire or extended coverage insurance. The completed work of maintenance, compliance, repair, restoration or replacement shall be equal in value, quality and use to the condition of the Improvements before the event giving rise to the work, except as expressly provided to the contrary in this Lease. ADS shall have no obligation to repair or restore following damage from events not required to be covered by insurance required to be maintained by ADS. County shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Premises. County's election to perform any obligation of ADS under this provision on ADS' failure or refusal to do so shall not constitute a waiver of any right or remedy for ADS' default, and ADS shall promptly

reimburse, defend and indemnify County against all liability, loss, cost and expense arising from it.

(2) Right to Contest Governmental Order. ADS has the right to contest by appropriate judicial or administrative proceedings, without cost or expense to County, the validity or application of any law, ordinance, order, rule, regulation or requirement (hereafter called "law") that ADS repair, maintain, alter or replace the Improvements in whole or in part, and ADS shall not be in default for failing to do such work until a reasonable time following final determination of ADS' contest. If County gives notice of request, ADS shall first furnish County a bond, satisfactory to County in form, amount and insurer, guaranteeing compliance by ADS with the contested law and indemnifying County against all liability that County may sustain by reason of ADS' failure or delay in complying with the law. County may, but is not required to, contest any such law independently of ADS. County may at its election join in ADS' contest.

B. Major and Minor Repairs, Reconstruction, Alterations. County's approval is not required for ADS' minor repairs, alterations or additions. "Minor" means non-structural repairs, alterations or additions with a construction cost not exceeding \$10,000. "Construction cost" includes all costs that would constitute the basis of a valid claim or claims under the Mechanics' Lien Laws in effect at the time the work is commenced for any demolition and any removal of existing Improvements or parts of Improvements as well as for preparation, construction and completion of all new improvements or parts of improvements. The dollar amount stated above shall be adjusted annually by the percentage change in the index known as the Engineering News Record-San Francisco Bay Area Cost of Construction Index or successor index. If the index is discontinued and there is no successor index, the reference figure shall be determined by the senior officer in the closest office of the United States Department of Commerce or successor department or agency. "Major" repairs, alterations or additions are those not defined as minor above.

C. ADS's Failure to Maintain. If ADS refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to County, County shall have the right, upon giving ADS reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of ADS. If County makes or causes any such repairs to be made or performed, as provided for herein, ADS shall pay the cost thereof to County, as Additional Rent, promptly upon receipt of an invoice therefore.

D. County Not Obligated to Repair or Maintain; ADS' Waiver of California Civil Code Section 1942. To the extent that any remedies specified in this Lease conflict or are inconsistent with any provisions of California Civil Code Section 1942, or any successor statute thereto ("CC §1942"), the provisions of this Lease shall control. ADS specifically waives any right it may have pursuant to CC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from rent due to the County under this Lease.

5.04. Waiver. The provisions of this Article 5 shall govern the rights of the parties in the event of any full or partial destruction of Improvements on the Premises. ADS hereby waives the provisions of Civil Code Section 1932(2) and Civil Code Section

1933(4) with respect to any destruction of any Improvements on the Premises to the extent that such Civil Code sections are inconsistent with the provisions of this Article 5.

ARTICLE 6.
ASSIGNMENT; SUBLEASING.

6.01. Assignment. ADS shall not assign ADS' rights or delegate its obligations under this Lease without the prior written consent of County in each instance, which consent County may withhold in County's sole and absolute discretion. Any such assignment or delegation without the prior written consent of County shall be null and void, and the purported assignee shall not have any rights hereunder. Subject to the foregoing, this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to this Lease.

6.02. ADS' Right to Sublease. ADS shall not sublease any portion of the Premises, without the prior written consent of County, which consent shall not be unreasonably withheld.

6.03. Noncomplying Assignments and Subleases. Any assignment, encumbrance or sublease made that is not in compliance with the provisions of this Article 6 and otherwise without County's consent shall be voidable and, at County's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this section.

ARTICLE 7.
INSURANCE AND INDEMNITY.

7.01. Liability Insurance. ADS shall procure and maintain during the Term, at its sole cost and expense, (i) a policy or policies of either commercial or comprehensive general liability insurance relating to the use and occupancy of the Premises and the business operated by ADS on the Premises. Such insurance shall include broad form contractual liability insurance coverage insuring all of ADS' indemnity obligations under this Lease. Such coverage shall have a minimum combined single limit of liability of at least \$1 million and a general aggregate limit of at least \$3 million; and (ii) a pollution liability policy of at least \$1 million. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss however occasioned occurring during the policy term and shall be endorsed to add County as an additional insured, to provide that such coverage shall be primary and that any insurance maintained by County shall be excess insurance only. Such coverage shall also contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insured; (c) deleting any liquor liability exclusion; and (d) providing for coverage of employer's automobile nonownership liability. ADS shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than \$1 million per employee and \$1 million per occurrence.

7.02. ADS' Building Insurance.

A. Amount and Type. At all times during the Term or any extension thereof, ADS shall cause to be effected upon the Premises (including any additions or

improvements made by County or ADS and any fixtures or equipment installed by ADS, and plate glass window insurance) fire insurance, special extended coverage or all-risk coverage insurance, vandalism and malicious mischief in the amount of 100% of the full replacement value of the Improvements. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. With respect to any insurance effective for a term extending beyond the Term, ADS shall be obligated to pay only such proportion of the premium upon such insurance as that portion of the term of the policy lapsing prior to the expiration of the Term of this Lease bears to the entire term of the policy.

B. Additional Insured. ADS shall cause County (and any mortgagee and other person reasonably designated by County) to be named as an additional insured in any policy above provided for.

C. Proceeds of Fire and Extended Coverage Insurance. County shall, at ADS's cost and expense, cooperate fully with ADS to obtain the largest possible recovery, and all policies of fire and extended coverage insurance required by this Section 7.02 shall provide that the proceeds shall be paid to ADS. The proceeds shall be deemed to be held in trust by ADS for the uses and purposes prescribed by this Lease. Any insurance proceeds remaining after complying with the provisions of this Lease relating to maintenance, repair and reconstruction of the Improvements shall be ADS's sole property.

7.03. Amount of Coverage. If at any time during the Term the amount or coverage of insurance which ADS is required to carry under this Article is, in County's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or lessees of properties located in the general vicinity of the Premises, which are similar to and operated for similar or comparable uses, County shall have the right to require ADS to increase the amount or change the types of insurance coverage required under this section.

7.04. Forms of Policies; Deductibles. All insurance policies required by this Article shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insured shall not reduce or avoid coverage to the other named or additional insured; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this Article shall be (a) written by companies rated A-XII or better in Best's Insurance Guide and authorized to do business in California, and (b) name County (and mortgagees and any other persons reasonably designated by County) as additional insured. Any deductible amounts in excess of \$10,000 under any insurance policies required by this section shall be subject to County's prior written approval. ADS shall be responsible for any deductible amount, so that so far as County is concerned, it will be as if the insurance had no deductible.

7.05. Insurance Certificates; Failure to Deliver. ADS shall furnish County prior to the Commencement Date, and thereafter within 30 days prior to the expiration of each such policy, a certificate of insurance issued by the insurance carrier of each policy of insurance carried hereunder. The certificates shall expressly provide that the policies shall not be cancelable or subject to reduction of coverage or otherwise be subject to

modification except after 30 days' prior written notice to County. If ADS shall fail to procure such insurance or to deliver such certificates, County may, at its option, and in addition to County's other remedies in the event of a default by ADS under this Lease, procure the same for the account of ADS. and the cost thereof shall be paid to County as additional rent.

7.06. Waiver of Subrogation. The parties hereby release each other, and their respective successors and assigns, from any claims for damage to any person, the Premises, or to the Improvements and any personal property in or on the Premises, that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damages, provided that such release shall only be effective to the extent of the actual coverage of the insurance policies. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy carried with respect to the Premises or the Improvements.

7.07. Indemnification. ADS, during the Term, will indemnify, defend and save County harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorneys' fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or connected with the conduct or management of the business conducted by ADS on the Premises, or the occupancy or use by ADS of the Premises, the Improvements or any part thereof, or from any breach or default on the part of ADS in the performance of any covenant or agreement on the part of ADS to be performed pursuant to this Lease, or from violations of or noncompliance with any governmental requirements or insurance requirements (including without limitation (i) any federal, state or local law, ordinance or regulation relating to environmental conditions or hazardous materials ("Environmental Laws"), and (ii) the Americans with Disabilities Act and the regulations promulgated thereunder), or from any acts or omissions of ADS or any person on the Premises or the Improvements by license or invitation of ADS or occupying the Premises, the Improvements or any part thereof under ADS or any sublessees of ADS, whether such injury occurs in, on or about the Premises or the Improvements, unless caused by the gross negligence or willful misconduct of County or anyone acting by or through County.

The foregoing indemnity shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

7.08. Waiver of Loss Damage. County shall not be liable for any damage to property of ADS or ADS' sublessees, or of others, located in, on or about the Premises or Improvements, nor for the loss of or damage to any property of ADS or of others by theft or otherwise. County shall not be liable to ADS or ADS' sublessees, or any of their employees, agents, or invitees for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the Premises or Improvements or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other places or by dampness or by any other cause of nature whatsoever. County shall not be liable to ADS or ADS' sublessees, or any of their employees, agents, or invitees for any such

damage caused by other persons in the Premises or Improvements or the public, or caused by operations in construction of any private, public or quasi-public work. All property of ADS or ADS' sublessees kept or stored on or in the Premises or Improvements shall be so kept or stored at the sole risk of ADS or its sublessees, and ADS shall hold County harmless from any claims arising out of damage to the same, including subrogation claims by ADS' insurance carriers, unless such damage shall be caused by the willful act or gross neglect of County.

7.09. Builder's Risk Coverage. Before commencement of any substantial demolition or construction, ADS shall cause to be procured and shall cause to be maintained in force until completion and acceptance of the work, "all risks" builder's risk insurance including vandalism and malicious mischief, in a form and with a company reasonably acceptable to County, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits of at least the full insurable value, for all work at the job site.

ARTICLE 8.
ADS' DEFAULTS AND COUNTY'S REMEDIES.

8.01. Remedies. If ADS shall at any time be in breach in the payment of rent or any other monetary sum called for by this Lease for more than 10 days following written notice from County to ADS, or if ADS shall at any time be in breach in the keeping and performing of any of its other covenants or agreements herein contained, and should such other breach continue for 30 days after written notice thereof from County to ADS specifying the particulars of such breach, or if such other breach is of a nature that curing such breach will take more than 30 days and ADS has failed to commence such cure within such 30 days and to thereafter diligently pursue completion of such cure, then ADS shall be in default under the Lease. In the event of such default and in addition to any or all other rights and remedies of County hereunder and by law provided, County shall have the option to:

A. Terminate this Lease by giving ADS notice of termination. On the giving of the notice, all ADS' rights in the Premises and in all Improvements shall terminate. Promptly after notice of termination, ADS shall surrender and vacate the Premises and all Improvements; and County may re-enter and take possession of the Premises and all remaining Improvements. Termination under this paragraph shall not relieve ADS from the payment of any sum then due to County or from any claim for damages previously accrued or then accruing against ADS.

B. Without terminating this Lease, County may at any time and from time to time relet the Premises and Improvements or any part or parts of them for the account and in the name of ADS or otherwise. County may at County's election eject all persons or eject some and not others, or eject none; provided, however, County shall not eject any sublessees with valid subleases in the Improvements. Any reletting may be for the remainder of the Term or for a longer or shorter period. County may execute any leases made under this provision either in County's name or in ADS' name and shall be entitled to all rents from the use, operation or occupancy of the Premises or Improvements, or both. ADS hereby appoints County its attorney-in-fact for the purpose

of such leasing. ADS shall nevertheless pay to County on the due dates specified in this Lease the equivalent of all sums required of ADS under this Lease, plus County's expenses, less the avails of any reletting, including by way of example, but not limited to, remodeling expenses, commissions and advertising costs. No act by or on behalf of County under this provision shall constitute a termination of this Lease unless County gives ADS notice of termination.

C. Even though it may have relet the leased Premises, County may thereafter elect to terminate this Lease and all of ADS' rights in or to the leased Premises.

8.02. County's Right to Cure ADS's Default. County, at any time after ADS commits a default, can cure the default at ADS' cost. If County at any time, by reason of ADS' default, pays any sum, the sum paid by County shall be due immediately from ADS to County at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate allowed by law from the date the sum is paid by County until County is reimbursed by ADS. The sum, together with interest on it, shall be additional rent.

ARTICLE 9. TERMINATION; EXPIRATION.

9.01. ADS' Duty to Surrender. At the expiration or earlier termination of the Term, ADS shall surrender to County the possession of the Premises. ADS shall leave the surrendered Premises and any other property in good condition, except as provided to the contrary in provisions of the Lease on maintenance and repair of Improvements. If ADS fails to surrender the Premises at the expiration or sooner termination of this Lease, ADS shall defend and indemnify County from all liability and expense resulting from the delay or failure to surrender.

9.02. Holding Over. If ADS shall hold over the leased Premises after the expiration of the Term with the consent of County, either express or implied, such holding over shall be construed to be only a tenancy from month-to-month subject to all the covenants, conditions and obligations contained in this Lease insofar as they are applicable to a month-to-month tenancy. ADS hereby agrees to continue payment of all monetary sums (such as taxes, insurance, etc.) that are the ADS's obligation under this Lease. The monthly rent payable during any period of holding over shall be 120% of the then current monthly rent.

ARTICLE 10. CONDEMNATION.

10.01. Definitions.

A. "Condemnation" means (i) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemner, and (ii) a voluntary sale or transfer by County to any condemner, either under threat of condemnation or while legal proceedings for condemnation are pending.

B. "Date of taking" means the date the condemner has the right to possession of the property being condemned.

C. "Award" means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation.

D. "Condemner" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

10.02. Parties' Rights and Obligations to be Governed by Lease. If, during the Term, there is any taking of all or any part of the Premises, any Improvements on the Premises or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to the provisions of this Article 10.

10.03. Total Taking. If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking.

10.04. Effect of Partial Taking. If any portion of the Premises or the Improvements thereon is taken by condemnation, this Lease shall remain in effect, except that, ADS may elect to terminate this Lease if, following a reasonable amount of reconstruction, ADS's business cannot be conducted at an economically feasible level on the remaining portion of the Premises.

A. ADS must exercise its right to terminate by giving County written notice of its election within 90 days after the nature and extent of the taking have been finally determined. Such notice shall also specify the date of termination.

B. Failure to properly exercise the election provided for in this section will result in this Lease continuing in full force and effect.

10.05. Award. All awards for the taking of any part of the Premises or proceeds from the sale made under the threat of the exercise of the power of eminent domain shall be the property of County, whether made as compensation for diminution of value of the leasehold estate, for the taking of the fee, or as severance damage; provided, however, that ADS shall be entitled to any award for loss of or damage to ADS' trade fixtures, and removable personal property.

ARTICLE 11 HAZARDOUS MATERIALS

11.01 Hazardous Materials Laws-Definition. As used in this section, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the California Environmental Quality Act of 1970, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

11.02 Hazardous Materials - Definition. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

A. is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

B. is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

C. gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or

D. is any other material or substance giving rise to any liability, responsibility or duty upon the County or ADS with respect to any third person under any Hazardous Materials Law.

11.03 ADS's Covenants Regarding Hazardous Materials. ADS covenants that during the Term, or any extension thereof, or for such longer period as may be specified herein, ADS shall comply with all of the following provisions of this section unless otherwise specifically approved in writing by County's Lease Administrator:

A. ADS shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by ADS, its sublessees, agents, employees, contractors or invitees, or by anyone acting by or through any of them, except for small amounts of products routinely used in the care and maintenance of trucks and equipment, cleaning and similar products that are used in the ordinary course of business.

B. Any handling, transportation, storage, treatment or usage by ADS of Hazardous Materials on the Premises shall be properly stored and disposed of, and shall be maintained in compliance with all applicable Hazardous Materials Laws and in a manner that will not cause a risk of contamination to the Premises.

C. Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials that may occur on the Premises following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Premises and the Property by ADS at its sole expense, and any such discharge shall be promptly reported in writing to County, and to any other appropriate governmental regulatory authorities.

D. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by ADS in the Premises or on the Property.

E. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by ADS on the Premises or on the Property without County's prior written consent.

F. ADS shall neither install nor permit to be installed any above or below ground tanks.

G. During the term of this Lease, ADS shall immediately provide to County copies of any correspondence, notice of violation, summons, order, complaint or other

document received by ADS pertaining to compliance with any environmental or Hazardous Materials, laws, regulations, ordinances, permits, orders, or notifications of any sort whatsoever.

11.04 Indemnification by ADS.

A. ADS and its successors, assigns, and guarantors, if any, jointly and severally agree to indemnify, defend (with counsel selected by County) reimburse and hold County and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by County) that arise during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials deposited by ADS, its sublessees, employees or agents during the Term anywhere in the Premises or on the Property, including the soil, ground water or soil vapor on or under the Property, unless the Hazardous Materials are present solely as a result of the gross negligence or willful misconduct of County, its officers, employees or agents. Without limiting of the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Premises, and the release or discharge of Hazardous Materials by ADS during the course of ADS' alteration or improvement of the Premises, unless Hazardous Materials are present solely as a result of the gross negligence or willful misconduct of County, its officers, employees or agents.

B. The foregoing environmental indemnities shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

ARTICLE 12.
MISCELLANEOUS.

12.01. Manner of Giving Notice. All notices and demands which either party is required or desires to give to the other shall be given in writing by personal delivery, express courier service, certified mail, return receipt requested, or by telecopy followed by next-day delivery of a hard copy to the address or telecopy number set forth below for the respective parties, provided that if any party gives notice of a change of name, address or telecopy number, notices to that party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective upon receipt by the party to whom notice or a demand is being given.

To County: County of Amador
500 Argonaut Lane
Jackson, CA 95642
Attn: Patrick Blacklock
Telephone: (209) 223-6470
Telecopy: (209) 257-0619

To ADS: Amador Disposal Service, Inc.
6500 Buena Vista Road
Ione, CA 95640
Attn: Dave Vaughn
Telephone: (209) 274-2454
Telecopy: (209) 274-4308

12.02. Nonmerger of Fee and Leasehold Estates. If both County's and ADS' estates in the Premises or the Improvements, or both, become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger, except at the express election of the owner and the consent of the mortgagee or mortgagees under all mortgages existing under provisions of this Lease relating to the purchase or construction of Improvements.

12.03. Estoppel Certificate. At any time and from time to time, within 10 days after notice of request by either party, the other party shall execute, acknowledge and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent and any other charges have been paid in advance. The statement shall be such that it can be relied on by any auditor, creditor, commercial banker and investment banker of either party and by any prospective purchaser or encumbrancer of the Premises or of all or any part or parts of ADS's or County's interest under this Lease. Either party's failure to execute, acknowledge and deliver, on request, the certified statement described above within the specified time shall constitute acknowledgment by such party to all persons entitled to rely on the statement that the Lease is unmodified and in full force and effect and that the rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of the notice of request and shall constitute a waiver, with respect to all persons entitled to rely on the statement, of any defaults that may exist before the date of the notice.

12.04. General Provisions.

A. Time of Essence. Time is of the essence of each provision of this Lease.

B. Consent of Parties. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

C. Corporate Authority. If either party is a corporation, that party shall deliver to the other party on execution of this Lease a certified copy of a resolution of its board of directors authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the corporation.

D. Successors. Subject to the restrictions set forth herein regarding assignment of the leasehold estate, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and shall inure to the benefit of not only County and ADS but to each of their respective heirs, administrators, executors, successors and assigns.

E. Rent Payable in United States Money. Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.

F. Real Estate Brokers; Finders. Each party represents that it has not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder or other person with whom the other party has or purportedly has dealt.

G. Exhibits, Addenda. All exhibits and addenda to which reference is made in this Lease are incorporated in the Lease by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. Reference to "this Lease" includes matters incorporated by reference.

12.05. Interpretation of Lease.

A. California Law. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

B. Integrated Agreement; Modification. This Lease contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party unless in writing and dated of even date herewith. Each party has relied on its own examination of this Lease, the counsel of its own advisors and the warranties, representations and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or Improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice. This Lease cannot be amended or modified except by a written agreement.

C. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of ADS shall be deemed to be both covenants and conditions.

D. Use of Definitions. The definitions contained in this Lease shall be used to interpret this Lease.

E. Definitions. As used in this Lease, the following words and phrases shall have the following meanings:

"Alteration" — Any addition or change to, or modification of, the Premises made by ADS, including, without limitation, fixtures, but excluding trade fixtures as defined here.

"Damage" — Injury, deterioration or loss to a person or property caused by another person's acts or omissions "Damage" includes death.

"Damages" — A monetary compensation or indemnity that can be recovered in the courts by any person who has suffered damage to his person, property or rights through another's act or omission.

“Destruction” — Any damage to or disfigurement of the Premises.

“Expiration” — The coming to an end of the time specified in the Lease as its duration, including any extension of the Term resulting from the exercise of an option to extend.

“Good condition” — The good physical condition of the Premises and each portion of the Premises, including, without limitation, signs, windows, appurtenances and ADS’ personal property, as defined herein. “In good condition” means first-class, neat, clean and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

“Hold harmless” — To defend and indemnify from all liability, losses, penalties, damages, as defined here, costs, expenses (including, without limitation, attorneys’ fees), causes of action, claims or judgments arising out of or related to any damage, as defined here, to any person or property.

“Law” — Any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order or other requirement of any municipal, county, state, federal or other government agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of the Lease or at any time during the Term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).

“Lender” — The beneficiary, mortgagee, secured party or other holder of an encumbrance, as defined here.

“Lien” — A charge imposed on the Premises by someone other than County, by which the Premises are made security for the performance of an act. Most of the liens referred to in this Lease are mechanics’ liens.

“Maintenance” — Repairs, replacement, repainting and cleaning.

“Person” — One or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.

“Provision” — Any term, agreement, covenant, condition, clause, qualification, restriction, reservation or other stipulation in the Lease that defines or otherwise controls, establishes or limits the performance required or permitted by either party.

“Restoration” — The reconstruction, rebuilding, rehabilitation and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.

“Successor” — Assignee, transferee, personal representative, heir or other person or entity succeeding lawfully, and pursuant to the provisions of this Lease, to the rights or obligations of either party.

“Term” — The period of time during which ADS has a right to occupy the Premises.

“Termination” — The ending of the Term for any reason before expiration, as defined here.

F. Captions; Table of Contents. The table of contents of the Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Lease or of any part of this Lease.

G. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

H. Joint and Several Obligations. “Party” shall mean County or ADS; and if more than one person or entity is County or ADS, the obligations imposed on that party shall be joint and several.

I. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

12.06. Waiver. No waiver of any breach of any of the terms, covenants, agreement, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

12.07. Attorneys’ Fees. In the event that any action is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedies in or under this Lease or for the breach of any covenant or condition of this Lease, then and in that event the prevailing party shall be entitled to recover, and the other party agrees to pay all fees and costs to be fixed by the court or arbitrator therein, including, but not limited to, attorneys’ fees.

12.08. County’s Right to Enter Premises. County and its authorized representatives shall have the right to enter the Premises at all reasonable times, upon 24 hours’ notice, except in emergency situations when no notice shall be required, for any of the following purposes: to determine whether the Improvements are in good condition and whether ADS is complying with its obligations under this Lease; in the event County determines that ADS has not performed its maintenance and repair obligations hereunder, to do any necessary maintenance and to make any restoration to the Premises that County has the right to perform; and to serve, post or keep posted any notices required or allowed under the provisions of this Lease. County’s exercise of its rights under this Section 12.08 shall be in a commercially reasonable manner, and

County shall endeavor to minimize its interference with the business activity of ADS or ADS' sublessees or assigns, while entering the Premises for the above purposes. County shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of County's entry on the Premises as provided in this section. ADS shall not be entitled to an abatement or reduction of rent if County exercises any rights reserved in this section.

12.09. Recordation of Memorandum Only. This Lease shall not be recorded; only a memorandum of this Lease may be recorded.

12.10. Quitclaim. At the expiration or earlier termination of this Lease, ADS shall execute, acknowledge and deliver to County within 30 days after written demand from County to ADS, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

ARTICLE 13.
LIST OF EXHIBITS

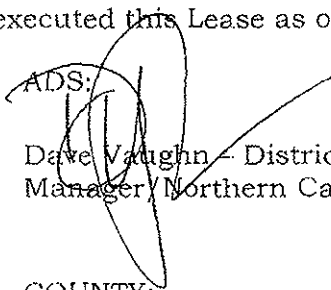
The following Exhibits to which reference is made herein are deemed incorporated in this Lease, whether or not actually attached hereto:

A - Legal Description of Property

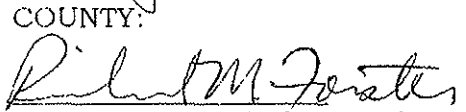
B - Description of Premises

IN WITNESS WHEREOF, the parties have executed this Lease as of Sept., 2005.

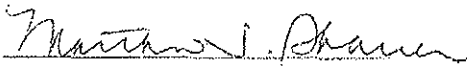
Dated: September 15, 2005

ADS:

Dave Vaughn - District
Manager Northern California

Dated: Sept. 27, 2005

COUNTY:

Chairman, Board of Supervisors

Approved as to form:
John F. Hahn, County Counsel



Attest:
Mardell Anderson, Clerk of the Board of
Supervisors of Amador County

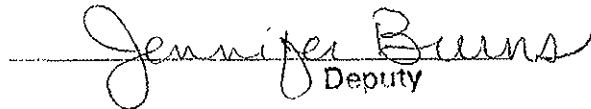

Deputy

EXHIBIT A

Legal Description - MRF site at Buena Vista Landfill

All that portion of Lot 266 of Rancho Arroyo Seco as same is shown on that certain survey map filed for record in Book 48 of Maps and Plats at Page 4 in the office of the Amador County Recorder and being more particularly described as follows:

Commencing at a point within "Area B" as shown on said survey map from which the most northwesterly corner of said "Area B" bears N.30°31'51"W. A distance of 457.45'; thence, with bearings based on the aforementioned survey, S. 87°00'00"E a distance of 225.50'; thence S.79°39'16"E. A distance of 106.9'; thence S.62°01'53"E. A distance of 114.125'; thence South a distance of 151.00' thence West a distance of 430.00'; thence North a distance of 241.00 feet to the point of beginning and containing 2.145 acres more or less.

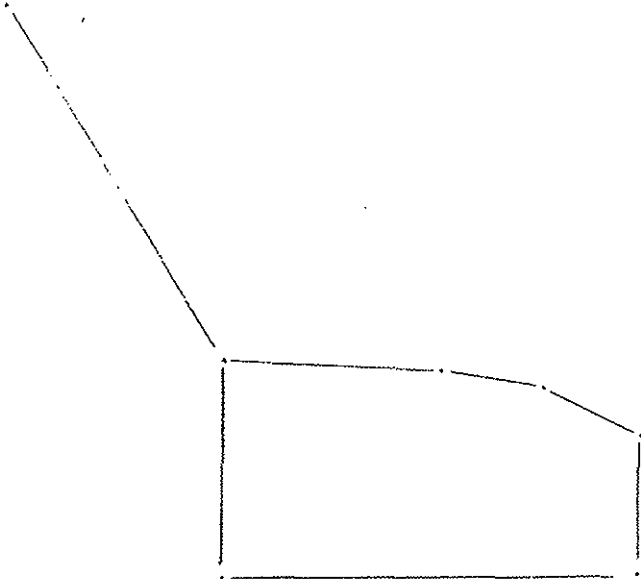
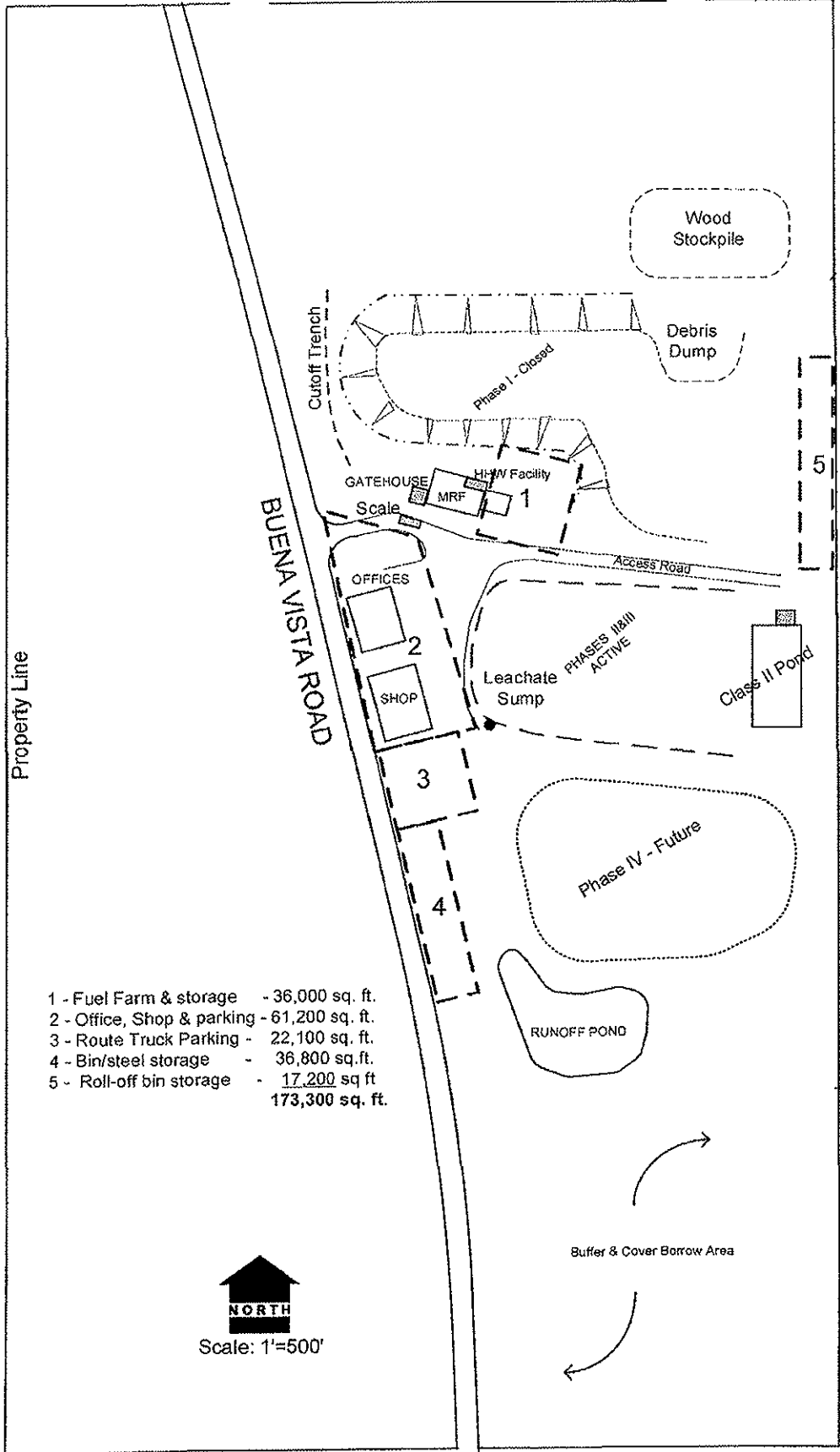


EXHIBIT B

Description of Premises

Those certain areas shown as Nos. 1 through 5 on the map attached hereto.
Together with a non-exclusive right to use all roads located on the Property.



- 1 - Fuel Farm & storage - 36,000 sq. ft.
- 2 - Office, Shop & parking - 61,200 sq. ft.
- 3 - Route Truck Parking - 22,100 sq. ft.
- 4 - Bin/steel storage - 36,800 sq.ft.
- 5 - Roll-off bin storage - 17,200 sq ft
- 173,300 sq. ft.**



EXHIBIT B
Buena Vista Landfill

File: B Use Report (5)

DEPARTMENT OF TRANSPORTATION
DIVISION OF MAINTENANCE
STRUCTURE MAINTENANCE & INVESTIGATIONS
1801 30th Street
SACRAMENTO, CA 95816
PHONE (916) 227-8631
FAX (916) 227-8357

260001 - Consumer @ Letter



Flex your power!
Be energy efficient!

October 26, 2015

Mr. Aaron Brusatori
Director of Transportation and Public Works
County of Amador
810 Court Street
Jackson, CA 95642-2132

RECEIVED

NOV 10 2015

TRANSPORTATION
& PUBLIC WORKS

Dear Mr. Brusatori:

In accordance with Title 23 of the Code of Federal Regulations (Federal Highway Act) and the National Bridge Inspection Standards (NBIS), California Department of Transportation Structure Maintenance and Investigations performed a load rating analysis for 1 bridge under your jurisdiction. The analysis took into consideration the structural condition of the bridge as of the last routine inspection.

The permit rating establishes the bridge's safe load capacity for extralegal, multi-axle permit weight vehicles. This letter is to promptly notify you of the current permit rating since the revision constitutes a reduction in capacity from the previous permit rating.

This revised permit rating and any revisions to load capacity will be included in the Bridge Inspection Report prepared following the next routine inspection of the noted bridge.

If you have any questions or would like additional information regarding the permit rating for this structure, please contact Area Bridge Maintenance Engineer Tim Sandoval @ (916) 227-8204 or Senior Bridge Engineer Andrew Corker @ (916) 227-4063.

-4483 Dave Ward - 227-8440

Sincerely,

KEVIN I. KEADY
Office Chief
Structure Maintenance & Investigations - (Design and Analysis)

DEPARTMENT OF TRANSPORTATION

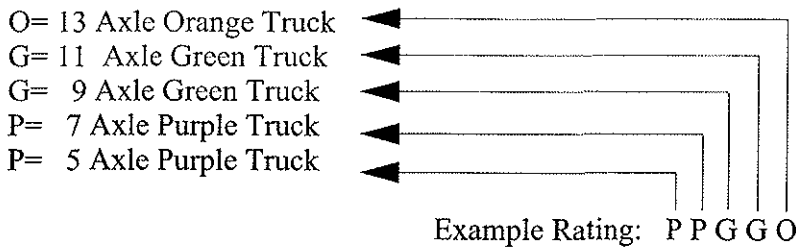
Bridge Permit Change Notification

Bridge Number	Feature Intersected	Facility Carried	New Permit Rating
26C0001	COSUMNES RIVER	LATROBE ROAD	G000X

1 Bridge(s) in this Transmittal

PERMIT RATING CODES:

- P = Purple
- G = Green = 0.867 X Purple
- O = Orange = 0.667 X Purple
- X = Legal Only < 0.667 X Purple





AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429
FAX: (209) 223-6395
WEBSITE: www.amadorgov.org
EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

February 18, 2016

Annual Transportation Permit Holder and/or
Permit Company

RE: LATROBE ROAD – EXTRA LEGAL LOAD LIMIT

Effective immediately, Latrobe Road at the Cosumnes River Bridge / El Dorado County line has a new Extra Legal Load Limit. The Permit Rating for the bridge is GOOX.

An Extra Legal Load is defined: *Per CVC 320.5, an "extralegal load" is a single unit or an assembled item which, due to its design, cannot be reasonably reduced or dismantled in size or weight so that it can be legally transported as a load without a permit as required by CVC Section 35780.*

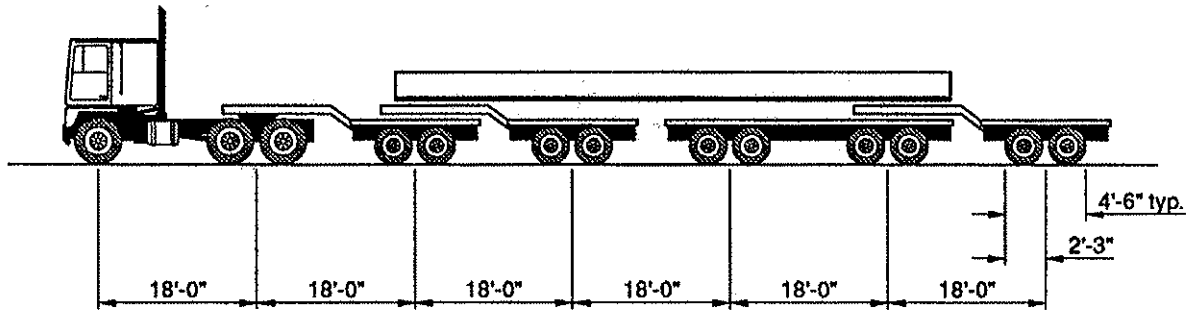
Number of Axels	Permit Rating Code	Load Limit
5	G	Green
7	O	Orange
9	O	Orange
11	O	Orange
13	X	Legal Loads Only

Charts for the Green and Orange Load Limits can be found at the link below.
<http://www.dot.ca.gov/hq/traffops/permits/wgtcharts.htm>

Please update your records and annual permits with this new listing. A new "Amador County Road with Load Limits" is enclosed for your use.

Sincerely,


Aaron Brusatori, PE
Director



P5	26K	48K	48K	—	—	—	—	Min. Veh.
P7	26K	48K	48K	48K	—	—	—	
P9	26K	48K	48K	48K	48K	—	—	
P11	26K	48K	48K	48K	48K	48K	—	
P13	26K	48K	48K	48K	48K	48K	48K	Max. Veh.

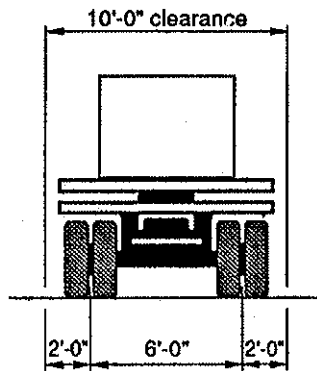
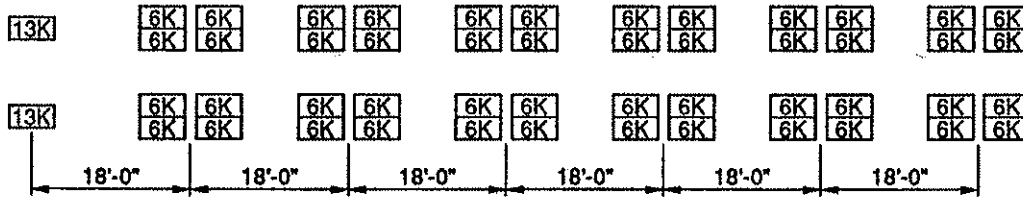


FIGURE 3.7.7B Permit Design Live Loads

APPENDIX 20 WEIGHT CHART (PLATE 25-4)

GREEN AND BONUS OVERLOADS*

MAXIMUM PERMIT WEIGHT ON TANDEM AXLES = 52,000 POUNDS

Example: 8' - 0" Distance Between First and Last Axle in Feet

43,680
50,232
54,600

4 tires, 8' - 0" Wide
8 tires, 8' - 0" Wide
8 tires, 10' - 0" Wide

Green Load = 1.3 x 700 (L + 40)
Green Load (+ 15%) = 1.15 x 1.3 x 700 (L + 40)
Green Load (+ 25%) = 1.25 x 1.3 x 700 (L + 40)

IN. FT.	0	1	2	3	4	5	6	7	8	9	10	11
2	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
3	27,600	27,600	27,600	27,600	27,600	27,600	27,600	27,600	27,600	27,600	27,600	27,600
4	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
5	40,040	40,116	40,192	40,268	40,343	40,419	40,495	40,571	40,647	40,723	40,798	40,874
6	46,046	46,133	46,220	46,308	46,395	46,482	46,569	46,656	46,744	46,831	46,918	47,005
7	50,050	50,145	50,240	50,334	50,429	50,524	50,619	50,714	50,808	50,903	50,998	51,093
8	40,950	41,026	41,102	41,178	41,253	41,329	41,405	41,481	41,557	41,633	41,708	41,784
9	47,093	47,180	47,267	47,354	47,441	47,529	47,616	47,703	47,790	47,877	47,965	48,052
10	51,188	51,282	51,377	51,472	51,567	51,661	51,756	51,851	51,946	52,041	52,135	52,230
11	41,860	41,936	42,012	42,088	42,163	42,239	42,315	42,391	42,467	42,543	42,618	42,694
12	48,139	48,226	48,313	48,401	48,488	48,575	48,662	48,749	48,837	48,924	49,011	49,098
13	52,325	52,420	52,515	52,609	52,704	52,799	52,894	52,989	53,083	53,178	53,273	53,368
14	42,770	42,846	42,922	42,998	43,073	43,149	43,225	43,301	43,377	43,453	43,528	43,604
15	49,186	49,273	49,360	49,447	49,534	49,622	49,709	49,796	49,883	49,970	50,058	50,145
16	53,463	53,557	53,652	53,747	53,842	53,936	54,031	54,126	54,221	54,316	54,410	54,505
17	43,680	43,756	43,832	43,908	43,983	44,059	44,135	44,211	44,287	44,363	44,438	44,514
18	50,232	50,319	50,406	50,494	50,581	50,668	50,755	50,842	50,930	51,017	51,104	51,191
19	54,600	54,695	54,790	54,884	54,979	55,074	55,169	55,264	55,358	55,453	55,548	55,643
20	44,590	44,666	44,742	44,818	44,893	44,969	45,045	45,121	45,197	45,273	45,348	45,424
21	51,279	51,366	51,453	51,540	51,627	51,715	51,802	51,889	51,976	52,063	52,151	52,238
22	55,738	55,832	55,927	56,022	56,117	56,211	56,306	56,401	56,496	56,591	56,685	56,780
23	45,500	45,576	45,652	45,728	45,803	45,879	45,955	46,031	46,107	46,183	46,258	46,334
24	52,325	52,412	52,499	52,587	52,674	52,761	52,848	52,935	53,023	53,110	53,197	53,284
25	56,875	56,970	57,065	57,159	57,254	57,349	57,444	57,539	57,633	57,728	57,823	57,918
26	46,410	46,486	46,562	46,638	46,713	46,789	46,865	46,941	47,017	47,093	47,168	47,244
27	53,372	53,459	53,546	53,633	53,720	53,808	53,895	53,982	54,069	54,156	54,244	54,331
28	58,013	58,107	58,202	58,297	58,392	58,486	58,581	58,676	58,771	58,866	58,960	59,055
29	47,320	47,396	47,472	47,548	47,623	47,699	47,775	47,851	47,927	48,003	48,078	48,154
30	54,418	54,505	54,592	54,680	54,767	54,854	54,941	55,028	55,116	55,203	55,290	55,377
31	59,150	59,245	59,340	59,434	59,529	59,624	59,719	59,814	59,908	60,003	60,098	60,193
32	48,230	48,306	48,382	48,458	48,533	48,609	48,685	48,761	48,837	48,913	48,988	49,064
33	55,465	55,552	55,639	55,726	55,813	55,901	55,988	56,075	56,162	56,249	56,337	56,424
34	60,288	60,382	60,477	60,572	60,667	60,761	60,856	60,951	61,046	61,141	61,235	61,330
35	49,140	49,216	49,292	49,368	49,443	49,519	49,595	49,671	49,747	49,823	49,898	49,974
36	56,511	56,598	56,685	56,773	56,860	56,947	57,034	57,121	57,209	57,296	57,383	57,470
37	61,425	61,520	61,615	61,709	61,804	61,899	61,994	62,089	62,183	62,278	62,373	62,468
38	50,050	50,126	50,202	50,278	50,353	50,429	50,505	50,581	50,657	50,733	50,808	50,884
39	57,558	57,645	57,732	57,819	57,906	57,994	58,081	58,168	58,255	58,342	58,430	58,517
40	62,563	62,657	62,752	62,847	62,942	63,036	63,131	63,226	63,321	63,416	63,510	63,605
41	50,960	51,036	51,112	51,188	51,263	51,339	51,415	51,491	51,567	51,643	51,718	51,794
42	58,604	58,691	58,778	58,866	58,953	59,040	59,127	59,214	59,302	59,389	59,476	59,563
43	63,700	63,795	63,890	63,984	64,079	64,174	64,269	64,364	64,458	64,553	64,648	64,743
44	51,870	51,946	52,022	52,098	52,173	52,249	52,325	52,401	52,477	52,553	52,628	52,704
45	59,651	59,738	59,825	59,912	59,999	60,087	60,174	60,261	60,348	60,435	60,523	60,610
46	64,838	64,932	65,027	65,122	65,217	65,311	65,406	65,501	65,596	65,691	65,785	65,880
47	52,780											
48	60,697											
49	65,975											

* A set of tandem axles with spacing between axles of less than 3' - 6" is considered as a single axle.

APPENDIX 20 WEIGHT CHART (PLATE 25-3)

ORANGE AND BONUS OVERLOADS*

MAXIMUM PERMIT WEIGHT ON TANDEM AXLES = 42,800 POUNDS

Example: 8' - 0" Distance Between First and Last Axle in Feet

33,600 38,640 42,000	4 tires, 8' - 0" Wide 8 tires, 8' - 0" Wide 8 tires, 10' - 0" Wide	Orange Load = 700 (L + 40) [Min. = 32,000] Orange Load (+ 15%) = 1.15 x 700 (L + 40) [Min. = 36,800] Orange Load (+ 25%) = 1.25 x 700 (L + 40) [Min. = 40,000]
----------------------------	--	--

IN. FT.	0	1	2	3	4	5	6	7	8	9	10	11
2	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000
3	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	20,000 23,000 25,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000
4	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000
5	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,000 36,800 40,000	32,025 36,829 40,031	32,083 36,896 40,104	32,142 36,963 40,177
6	32,200 37,030 40,250	32,258 37,097 40,323	32,317 37,164 40,396	32,375 37,231 40,469	32,433 37,298 40,542	32,492 37,365 40,615	32,550 37,433 40,688	32,608 37,500 40,760	32,667 37,567 40,833	32,725 37,634 40,906	32,783 37,701 40,979	32,842 37,768 41,052
7	32,900 37,835 41,125	32,958 37,902 41,198	33,017 37,969 41,271	33,075 38,036 41,344	33,133 38,103 41,417	33,192 38,170 41,490	33,250 38,238 41,563	33,308 38,305 41,635	33,367 38,372 41,708	33,425 38,439 41,781	33,483 38,506 41,854	33,542 38,573 41,927
8	33,600 38,640 42,000	33,658 38,707 42,073	33,717 38,774 42,146	33,775 38,841 42,219	33,833 38,908 42,292	33,892 38,975 42,365	33,950 39,043 42,438	34,008 39,110 42,510	34,067 39,177 42,583	34,125 39,244 42,656	34,183 39,311 42,729	34,242 39,378 42,802
9	34,300 39,445 42,875	34,358 39,512 42,948	34,417 39,579 43,021	34,475 39,646 43,094	34,533 39,713 43,167	34,592 39,780 43,240	34,650 39,848 43,313	34,708 39,915 43,385	34,767 39,982 43,458	34,825 40,049 43,531	34,883 40,116 43,604	34,942 40,183 43,677
10	35,000 40,250 43,750	35,058 40,317 43,823	35,117 40,384 43,896	35,175 40,451 43,969	35,233 40,518 44,042	35,292 40,585 44,115	35,350 40,653 44,188	35,408 40,720 44,260	35,467 40,787 44,333	35,525 40,854 44,406	35,583 40,921 44,479	35,642 40,988 44,552
11	35,700 41,055 44,625	35,758 41,122 44,698	35,817 41,189 44,771	35,875 41,256 44,844	35,933 41,323 44,917	35,992 41,390 44,990	36,050 41,458 45,063	36,108 41,525 45,135	36,167 41,592 45,208	36,225 41,659 45,281	36,283 41,726 45,354	36,342 41,793 45,427
12	36,400 41,860 45,500	36,458 41,927 45,573	36,517 41,994 45,646	36,575 42,061 45,719	36,633 42,128 45,792	36,692 42,195 45,865	36,750 42,263 45,938	36,808 42,330 46,010	36,867 42,397 46,083	36,925 42,464 46,156	36,983 42,531 46,229	37,042 42,598 46,302
13	37,100 42,665 46,375	37,158 42,732 46,448	37,217 42,799 46,521	37,275 42,866 46,594	37,333 42,933 46,667	37,392 43,000 46,740	37,450 43,068 46,813	37,508 43,135 46,885	37,567 43,202 46,958	37,625 43,269 47,031	37,683 43,336 47,104	37,742 43,403 47,177
14	37,800 43,470 47,250	37,858 43,537 47,323	37,917 43,604 47,396	37,975 43,671 47,469	38,033 43,738 47,542	38,092 43,805 47,615	38,150 43,873 47,688	38,208 43,940 47,760	38,267 44,007 47,833	38,325 44,074 47,906	38,383 44,141 47,979	38,442 44,208 48,052
15	38,500 44,275 48,125	38,558 44,342 48,198	38,617 44,409 48,271	38,675 44,476 48,344	38,733 44,543 48,417	38,792 44,610 48,490	38,850 44,678 48,563	38,908 44,745 48,635	38,967 44,812 48,708	39,025 44,879 48,781	39,083 44,946 48,854	39,142 45,013 48,927
16	39,200 45,080 49,000	39,258 45,147 49,073	39,317 45,214 49,146	39,375 45,281 49,219	39,433 45,348 49,292	39,492 45,415 49,365	39,550 45,483 49,438	39,608 45,550 49,510	39,667 45,617 49,583	39,725 45,684 49,656	39,783 45,751 49,729	39,842 45,818 49,802
17	39,900 45,885 49,875	39,958 45,952 49,948	40,017 46,019 50,021	40,075 46,086 50,094	40,133 46,153 50,167	40,192 46,220 50,240	40,250 46,288 50,313	40,308 46,355 50,385	40,367 46,422 50,458	40,425 46,489 50,531	40,483 46,556 50,604	40,542 46,623 50,677
18	40,600 46,690 50,750											

* A set of tandem axles with spacing between axles of less than 3' - 6" is considered as a single axle.

AMADOR COUNTY ROADS WITH LOAD LIMITS

<u>ROAD NAME & No.</u>	<u>*LIMIT</u>	<u>FROM</u>	<u>TO</u>	<u>STRUCTURE</u>	<u>CODE</u>
Buckhorn Ridge Rd., 236	20,000	All			10.24.060
Buena Vista Rd., 80	20,000	Jackson Creek	Calaveras Co.		10.24.040
Bunker Hill Rd., 39	72,000			Bridge @ Rancheria Creek	
Camanche Rd., 90	10,000			Bridge @ Jackson Creek	10.24.010
Carbondale Rd., 65	14,000			Bridge @ Willow Creek	10.24.020
Charleston Rd., 11	20,000	All			10.24.060
Defender Grade, 3	28,000	All			10.24.080
Fiddletown Rd., 52	20,000			Bridge @ Indian Creek	10.24.040
Five Mile Dr., 86	10,000			Bridge @ Sutter Creek	10.24.010
Jackson Valley Rd., 78	20,000	All			10.24.040
Joyce Road, 182	28,000	All			10.24.080
Latrobe Road, 63	Extra Legal Load Limit**			Bridge @ Cosumnes River	
Little Bear 1, 246	20,000	All			10.24.060
Martin Lane, 79	20,000	All			10.24.040
New York Ranch Rd., 1	20,000	All			10.24.040
Old Amador Rd., 40	26,000			Bridge @ Rancheria Creek	
Old Sacramento Rd., 62	32,000			Bridge @ Little Indian Creek	
Pine Grove Volcano Rd., 5	20,000	Hwy 88	Pioneer Road		10.24.060
Pioneer Creek Rd., 110	20,000	All			10.24.060
Ridge Road, 22	20,000	Climax Road	Hwy 88		10.24.060
Stony Creek Road, 29	20,000	All			10.24.060
String Bean Alley, 34	20,000	All			10.24.060
Tyler Road, 51	68,000			Bridge @ Cosumnes River	
Upton Road, 113	32,000			Bridge @ Cosumnes River	
Williams Road, 260	14,000	All			10.24.030

*Divide weight by 2000 for permissible tons

** See Load Limit Charts at <http://www.dot.ca.gov/hq/trafficops/permits/wgtcharts.htm>

AMADOR COUNTY PILOT CAR ROAD LIST

Pilot Car Restrictions apply for the roads that are listed below:

Load Width

Pilot Car Requirements

8' to 10'

None

10' to 12'

One Required

Over 12'

***Special Permit Required*

BUENA VISTA ROAD

CAMANCHE PARKWAY NORTH

CARBONDALE ROAD (from Michigan Bar to Lambert Road)

CLIMAX ROAD

COAL MINE ROAD

IRISH HILL ROAD

JACKSON VALLEY ROAD

LAMBERT ROAD

LATROBE ROAD

MICHIGAN BAR ROAD

PINE GULCH ROAD

RIDGE ROAD (from Hwy 49 to Climax Road)

SHAKERIDGE ROAD (from Pine Gulch Road to Fiddletown Road)

SHENANDOAH ROAD

SUTTER CREEK/VOLCANO ROAD (from Sutter Creek City Limits to Pine Gulch Road)

For any County Roads not listed above, the following restrictions shall apply:

Load Width

Pilot Car Requirements

8' to 10'

One

10' to 12'

Two, one in front and one in rear

Over 12'

***Special Permit Required*