

CHIQUITA CANYON LANDFILL EXPANSION
AND RELATED FACILITIES PROJECT 89-081

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STATEMENT OF AGREEMENTS AND UNDERSTANDINGS BY AND BETWEEN

NEWHALL LAND AND FARMING CO
LAIDLAW WASTE SYSTEMS (CHIQUITA), INC.
VAL VERDE CIVIC ASSOCIATION

1. Laidlaw agrees to add the name of a contact person, phone number, physical and electronic addresses, and the contact person's supervisor to each entity identified in the February 1997 document entitled:

"Regulatory Process for the Permitting of the Landfill expansion and Material Recovery Facilities and a Description of the General Regulatory Oversight Environment During Normal Operations"
2. All parties agree to review and approve the attached list of approved possible expenditures of the annual Community Benefit Fund (Attachment A). The parties agree Val Verde Civic Association shall accept and spend the funds within its existing 501C3 designation amended to include a representative from Laidlaw, Newhall Land and Farming Co., and the County of Los Angeles Fifth District Supervisor's Office.
3. Laidlaw agrees to participate in good faith, on a regular basis, with the Community Advisory Committee and to assist wherever possible in furthering communication between the community of Val Verde and the landfill, including information sharing, education, understanding of landfill operations, and response to calls. Laidlaw further agrees to forward all notices and reports from or to its regulatory agencies to the Community Advisory Committee within five business days of receipt of transmittal.
4. Val Verde Civic Association agrees to attend the Board of Supervisors hearing on February 25, 1997, and give oral and written testimony that their concerns have been satisfied.
5. Val Verde Civic Association agrees to oppose any action by any party to deny CUP 89-081-(5) during the appeals process and subsequent regulatory approval process. The parties agree the Val Verde Civic Association is solely responsible for defining how its opposition takes place. Val Verde Civic Association further agrees to support the continuation of operations of existing CUP 1809-5 should this become necessary because the permittee is precluded from operating under proposed CUP 89-081 as a result of a lawsuit.
6. The parties agree community benefit funds shall be dispersed according to the attached Payment Schedule (Attachment B).

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7. All conditions of CUP 89-081 (5) shall remain as approved by the Regional Planning Commission except as noted in Attachment C, Proposed Modification for Board of Supervisors' Anticipated Action 2/25/97.
8. Val Verde Civic Association agrees no funds received at any time as a result of approval of CUP 89-081 shall be used in any manner against the good name or activities of The Newhall Land and Farming Co. and its subsidiaries, the landfill operator, and/or landowner, in any way.
9. Val Verde Civic Association agrees to accept the Memorandum of Understanding between Laidlaw and the United Water Conservation District as mitigation of water issues, Laidlaw agrees to provide the Community Advisory Committee with any and all reports, data, and information provided to the District from the landfill and/or provided by the District to the landfill. *within 5 working days.*
10. Laidlaw and Newhall Land and Farming Co. agree to legally bind all successors in interest in all conditions of approval of CUP 89-081 (5) and all agreements between the parties. Val Verde Civic Association agrees to execute the legal documents needed to accomplish this and any other documents needed for the fulfillment of these agreements and understandings.
11. If any term or provision of this Statement of Agreements and Understandings ("Agreement") is determined to be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.
12. If any party to this Agreement is a corporation, trust, general or limited partnership, or community organization, each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity.

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Dated: February 21, 1997

LIDLAW WASTE SYSTEMS (CHIQUITA), INC.

By: *Rodney W. Walter II*
 Printed Name: RODNEY W. WALTER II
 Title: GENERAL MANAGER

Dated: February 21, 1997

NEWHALL LAND AND FARMING CO.

By: *Gary M. Luscombe*
 Printed Name: GARY M. LUSCOMBE
 Title: President

[Handwritten initials]

Dated: February 24 1997

VAL VERDE CIVIC ASSOCIATION

By: *Ruth P. Griffin*
Printed Name: RUTH P. GRIFFIN
Title: PRESIDENT

Dated: February 24, 1997

CITIZENS AGAINST CHIQUITA

By: *Merry Farmer*
Printed Name: MERRY FARMER
Title: CHAIRPERSON

*Ruth
Griffin*

ATTACHMENT A
VAL VERDE
COMMUNITY BENEFITS FUNDS

LIST OF PERMITTED EXPENDITURES

A. General Community Welfare

1. Increase opportunities for the children, ^{adults and seniors} and youth of the community

- Examples:
- a. Bi-lingual education
 - b. Headstart type programs
 - c. Computer training
 - d. Literacy skills enhancement
 - e. Increased library services
 - f. Equipment for above

2. Increase access to health services

- Examples:
- a. Increased availability of Sam Dixon clinic services
 - b. Indigent care programs
 - c. Teen pregnancy programs
 - d. Transportation to medical services

3. Promote programs and activities for youth and "at risk" youth

- Examples:
- a. Youth sports, such as Midnight Basketball
 - b. Youth education
 - c. Job skills training
 - d. Participation in Sheriff's "at risk" programs

B. Capital Investment Programs

1. Aesthetic improvements

- Examples:
- a. Rehabilitation of existing publicly owned or non-profit organization owned buildings
 - b. Construction of new community buildings such as library, senior center
 - c. Maintenance of buildings
 - d. *LANDSCAPING*

adults and seniors

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C. Administration

1. Costs associated with gathering community input on level of expenditures and furthering understanding in the community of the Community Benefit Fund

- Examples: a. Advertising and convening public meetings or forums
b. Translation services
c. Recordation of input

2. Costs associated with accountability of funds received and funds spent

- Examples: a. Audits
b. Production of annual financial statement
c. Tax filings

3. Leveraging of funds

- Examples: a. Matching grant programs
b. Public/private partnerships

4. Technical consultant assistance to address items A, B and C above

- Examples: a. Completion of administrative functions above
b. Contract compliance for community welfare programs

The parties agree any expansion or addition of items to this list requires written approval of the Newhall Land and Farming Co., the landfill operator, the landfill owner, and the Val Verde Civic Association.

Dated: February 21, 1997

LIDLAW WASTE SYSTEMS (CHIQUITA), INC.

By: Rodney W. Walter II
Printed Name: RODNEY W. WALTER II
Title: GENERAL MANAGER

Dated: February 21, 1997

NEWHALL LAND AND FARMING CO..

By: Gary M. Lusumano
Printed Name: GARY M. LUSUMANO
Title: President

Dated: February 24, 1997

VAL VERDE CIVIC ASSOCIATION.

By: Ruth P. Griffin
Printed Name: RUTH P. GRIFFIN
Title: President

Handwritten initials and signatures:
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Dated: February 22, 1997

CITIZENS AGAINST CHIQUITA

By: Merry Farmer
Printed Name: MERRY FARMER
Title: CHAIRPERSON

Merry Farmer

ATTACHMENT B

**VAL VERDE COMMUNITY BENEFITS FUND
PAYMENT SCHEDULE**

CALENDAR YEAR	250,000 TONS OR MORE		LESS THAN 250,000 TONS	
	OWNER	OPERATOR	OWNER	OPERATOR
Year 1	\$125,000	\$125,000	\$12,500	\$12,500
Year 2	127,500	127,500	12,750	12,750
Year 3	130,050	130,050	13,005	13,005
Year 4	132,651	132,651	13,265	13,265
Year 5	135,304	135,304	13,530	13,530
Year 6	138,010	138,010	13,801	13,801
Year 7	140,770	140,770	14,077	14,077
Year 8	143,586	143,586	14,359	14,359
Year 9	146,457	146,457	14,646	14,646
Year 10	149,387	149,387	14,939	14,939
Year 11	152,374	152,374	15,237	15,237
Year 12	155,422	155,422	15,542	15,542
Year 13	158,530	158,530	15,853	15,853
Year 14	161,701	161,701	16,170	16,170
Year 15	164,935	164,935	16,493	16,493
Year 16	168,234	168,234	16,823	16,823
Year 17	171,598	171,598	17,160	17,160
Year 18	175,030	175,030	17,503	17,503
Year 19	178,531	178,531	17,853	17,853
Year 20	182,101	182,101	18,210	18,210
Year 21	185,743	185,743	18,574	18,574
Year 22	189,458	189,458	18,946	18,946

- Notes: 1. Actual payment to be determined according to the actual tonnage landfilled during the previous calendar year.
2. The Year 1 payment may be pro-rated so as to have all remaining payments paid on the calendar year.

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ATTACHMENT C

CHIQUITA CANYON LANDFILL EXPANSION
AND RELATED FACILITIES, PROJECT #89-081
(STATE CLEARINGHOUSE NO. 92071053)

PROPOSED MODIFICATIONS TO CUP 89 081-(5)
CONDITIONS OF APPROVAL AND MONITORING PROGRAM

REGIONAL PLANNING COMMISSION ACTION 9/11/96
BOARD OF SUPERVISORS ANTICIPATED ACTION 2/25/97

Pgs. 1 & 2, Conditions of Project Approval Condition for 1 Use Permit 89-081-(5), #5 is modified as follows:

- 5. Delete November 24, 2012
- Add November 24, 2019

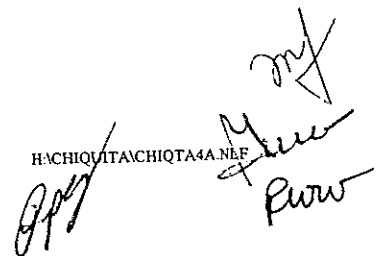
Page 3, Condition #9 is modified as follows:

9a. Add The Landfill shall not accept sludge or sludge components at any time.

9b. Add The existing viewshed from Chiquito Canyon Road as presented pictorially to the Board of Supervisors on 2/25/97 shall be protected for the life of the project. The dip in the natural ridgeline along the western boundary shall be maintained or enhanced. Any structure placed on the landfill site, including but not limited to temporary storage areas, any materials recovery facility, composting facility or any other ancillary facilities that may be visible from Chiquito Canyon Road shall be designed to be harmonious with the natural topography and viewshed and shall be reviewed by the Community Advisory Committee.

Add The landfill operator and the Community Advisory Committee shall work together to prepare a tree planting and maintenance plan for the entire western boundary of the site. The objectives of the plan are to screen landfill operations, enhance the viewshed, establish the minimum number and type of trees necessary to do this and to provide adequate access to monitoring wells. Trees may be planted on slopes on either side of the ridgeline provided the above objectives are met and such planting is practical.

- 9d. Delete 35,000 tons per week and 7 working days
- Add 30,000 tons per week and 6 working days



**CHIQUITA CANYON LANDFILL EXPANSION
AND RELATED FACILITIES, PROJECT #89-081
(STATE CLEARINGHOUSE NO. 92071053)**

**PROPOSED MODIFICATIONS TO CUP 89 081-(5)
CONDITIONS OF APPROVAL AND MONITORING PROGRAM**

- 9g. Add Nothing in this condition shall permit the maximum landfill capacity of 23 million tons to be increased.
- 9h. Delete sentence as written.
- Add "The landfill shall not accept refuse for disposal from 5:00 p.m. on Saturdays through 4:00 a.m. on Mondays. Maintenance activities may occur during these times.

Page 6, Condition #12 is modified as follows:

- 12a. Second line, the word "biosolids" is deleted.

Page 7, Condition #12 is modified as follows:

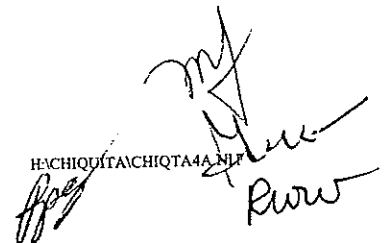
12d is deleted and replaced by:

- 12d. The composting operation shall receive no more than 560 tons per day of green waste and no waste water biosolids (e.g., sludge or sludge components).

Page 9, Condition #20 is modified as follows:

20e is deleted and replaced by:

- 20e. The landfill operator shall install and maintain temporary litter fences in operating areas and in those areas along the property perimeter that are regularly littered due to the location of the operating area, time of year, and climatic conditions. The landfill operator and the Community Advisory Committee shall work together to identify littered areas in need of fencing.
- Add 20g. The landfill operator shall install speed bumps on landfill property in paved areas along the route of trucks leaving the landfill. The purpose of the speed bumps is to knock out dirt and debris accumulated in wheel wells before trucks leave the site.


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CHIQUITA CANYON LANDFILL EXPANSION
AND RELATED FACILITIES, PROJECT #89-081
(STATE CLEARINGHOUSE NO. 92071053)

PROPOSED MODIFICATIONS TO CUP 89 081-(5)
CONDITIONS OF APPROVAL AND MONITORING PROGRAM

Add 20h. Landfill personnel shall police Chiquito Canyon Road from SR 126 to the entrance to Val Verde at Rancho Avilos and the surrounding area within 100 feet of the centerline of the road or to any existing fence on private property for the purpose of locating and cleaning up litter in this area. Litter pickup shall be a minimum of one time per month and may be increased, upon agreement between the landfill operator and the Community Advisory Committee, to maintain a litter free environment.

Add 20i. The landfill operator shall provide four free quarterly clean-up days to residents of Val Verde, showing proper identification and proof of residence at the landfill. entrance These days may be Sundays. The operator shall further reimburse the Community Advisory Committee for the cost of providing two rolloff bins in Val Verde on each clean-up day. The operator and Committee may jointly change this program if they mutually determine alternatives to the above can further assist the community.

Page 11, Condition #23 is modified to:

Add The permittee shall have bilingual (Spanish/English) employees available during business hours. The permittee shall arrange to have Spanish speaking operators available for messages 24 hours per day.

Page 13, Condition #34 is modified to:

Add The permittee shall use his best efforts to maximize landfill gas collection consistent with applicable government regulations. The permittee shall use the best available technology when installing and maintaining landfill gas collection systems.

Add Permittee shall purchase a maximum of five combustible gas monitors, at least one of which is able to be used outdoors, an organic vapor analyzer, similar to the monitors used in structures at the Chiquita Canyon Landfill, and provide same to the Community Advisory Committee for placement in locations of concern to the community, as determined by the Committee. These monitors are designed to detect and provide warning in the event of a build-up of methane gas. The Committee shall be responsible for locating, monitoring and maintaining such monitors. In the event such monitors indicate discernible levels of methane gas, the Committee and the landfill operator shall jointly investigate the situation and if it is determined that the

CHIQUITA CANYON LANDFILL EXPANSION
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PROPOSED MODIFICATIONS TO CUP 89 081-(5)
CONDITIONS OF APPROVAL AND MONITORING PROGRAM

landfill is the cause of such methane gas build-up, the landfill operator will take corrective action.

- Add The permittee shall work with the Citizens Advisory Committee in understanding the requirements of Rule 1150.1 governing the control of gaseous emissions from active landfills. The permittee shall forward copies of any notices or reports filed with or received from the regulatory agency or agencies responsible for oversight.

Page 15, Condition #42

- Add The permittee shall perform an economic viability and marketing study on an annual basis to assess opportunities to implement a materials recovery facility in an expeditious manner. *NOTHING IN THIS CONDITION SHALL MANDATE THE PERMITEE TO IMPLEMENT A MATERIALS RECOVERY FACILITY.*

Page 15, New Condition #43:

- Add The permittee shall present its Emergency Response Plan to the Community Advisory Committee and develop an additional component with the Committee for emergency notification to the Val Verde community. The landfill operator shall bear the reasonable costs, if any, of plan implementation.

New Condition #44

- Add The permittee and the land owner shall establish an ongoing Val Verde Community Benefits Fund for the life of the project as follows:

The minimum funding provided during any annual period when the landfill has accepted less than 250,000 tons of waste for disposal in the previous calendar year shall be \$12,500 from the owner and \$12,500 from the operator. If the landfill is accepting waste for disposal during any annual period and accepted 250,000 tons of waste for disposal or more in the previous calendar year, the funding to be paid for that annual period will be \$125,000 from the owner and \$125,000 from the operator. The funding amount shall be adjusted 2% per year.

*AS DIRECTED BY THE COUNTY
THIS CONDITION #44 MAY BE
MORE APPROPRIATE IN THE
STATEMENT OF AGREEMENTS
AS ITEM # 13*

**CHIQUITA CANYON LANDFILL EXPANSION
AND RELATED FACILITIES, PROJECT #89-081
(STATE CLEARINGHOUSE NO. 92071053)**

PROPOSED MODIFICATIONS TO CUP 89 081-(5)

CONDITIONS OF APPROVAL AND MONITORING PROGRAM

The commencement date for provision of funds shall be the later of (1) January 1, 1998 or (2) the date upon which all of the County approvals and the subsequent approvals are complete and effective and no appeals, litigation or other challenges to such approvals are pending or permitted pursuant to applicable statutes of limitation.

The payment for the first year may be pro-rated so as to have all subsequent payments made on a calendar year basis.

New Condition #45:




Add The permittee shall purchase translation equipment as specified by the Val Verde Civic Association for a one time cost not to exceed \$8,000, by or before the first payment is made in Condition #44.

New Condition #46

Add The maximum total capacity of the landfill shall be 23 million tons. Landfill closure shall occur when this capacity is reached or by November 24, 2019, whichever occurs first.

New Condition #47

Add In the event that permittee is precluded from utilizing this grant as a result of a lawsuit, permittee may continue to operate the existing landfill under CUP 1809-(5) beyond the November 24, 1997 expiration date applicable to, and subject to all other conditions and limitations set forth in CUP 1809-(5) until completion of the design shown on the latest approved Exhibit A on file with CUP 1809-(5) or November 24, 2000, or until lawsuit resolution granting this CUP 89 081-(5), which ever occurs first.


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ATTACHMENT B

**VAL VERDE COMMUNITY BENEFITS FUND
PAYMENT SCHEDULE**

CALENDAR YEAR	250,000 TONS OR MORE		LESS THAN 250,000 TONS	
	OWNER	OPERATOR	OWNER	OPERATOR
Year 1	\$125,000	\$125,000	\$12,500	\$12,500
Year 2	127,500	127,500	12,750	12,750
Year 3	130,050	130,050	13,005	13,005
Year 4	132,651	132,651	13,265	13,265
Year 5	135,304	135,304	13,530	13,530
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Year 11	152,374	152,374	15,237	15,237
Year 12	155,422	155,422	15,542	15,542
Year 13	158,530	158,530	15,853	15,853
Year 14	161,701	161,701	16,170	16,170
Year 15	164,935	164,935	16,493	16,493
Year 16	168,234	168,234	16,823	16,823
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Year 18	175,030	175,030	17,503	17,503
Year 19	178,531	178,531	17,853	17,853
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Year 22	189,458	189,458	18,946	18,946

Notes: 1. Actual payment to be determined according to the actual tonnage landfilled during the previous calendar year.

2. The Year 1 payment may be pro-rated so as to have all remaining payments paid on the calendar year.

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CHIQUITA CANYON LANDFILL EXPANSION
AND RELATED FACILITIES, PROJECT #89-081
(STATE CLEARINGHOUSE NO. 92071053)

PROPOSED MODIFICATIONS TO CUP 89 081-(5)
CONDITIONS OF APPROVAL AND MONITORING PROGRAM

MONITORING PROGRAM MODIFICATIONS

Page 2, Attachment to Conditions, Monitoring Program, Part I Landfill Elevations, A, third line, shall be modified to read as follows:

"... the permittee shall install *permanent* survey monuments ..."

Pages 7 and 8, Attachment to Conditions, Part VII, Monitoring Reports, shall be modified as follows:

Add The Community Advisory Committee shall receive a copy of the completed report and agency comments upon submittal to the Regional Planning Commission. *All reports in this section will be forwarded to the Community Advisory Comm.*
The permittee and its technical staff shall be available to present the findings and implications of the report at no cost, in a timely manner, to the Community Advisory Committee upon request. *within 5 weeks*

Page 9 - Attachment to Conditions, Part VIII, Community Advisory Committee, shall be modified as follows:

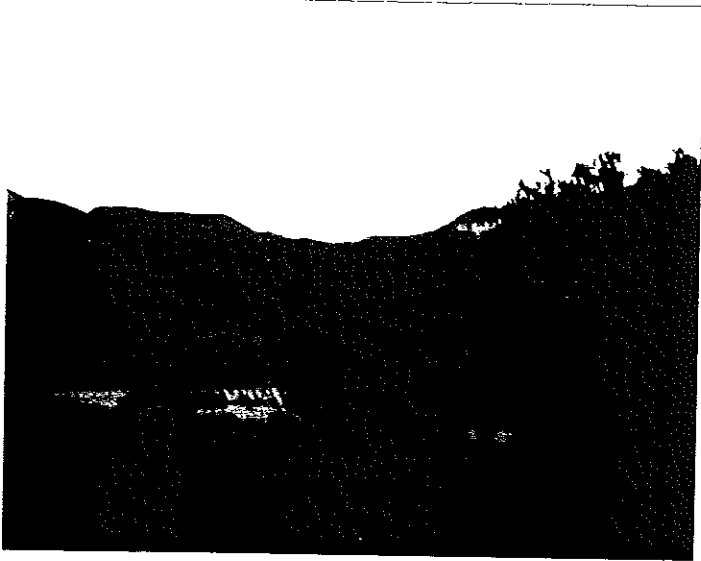
Add "The committee shall be comprised of a majority of persons who reside in Val Verde.

Delete "persons who reside in the vicinity of the site."

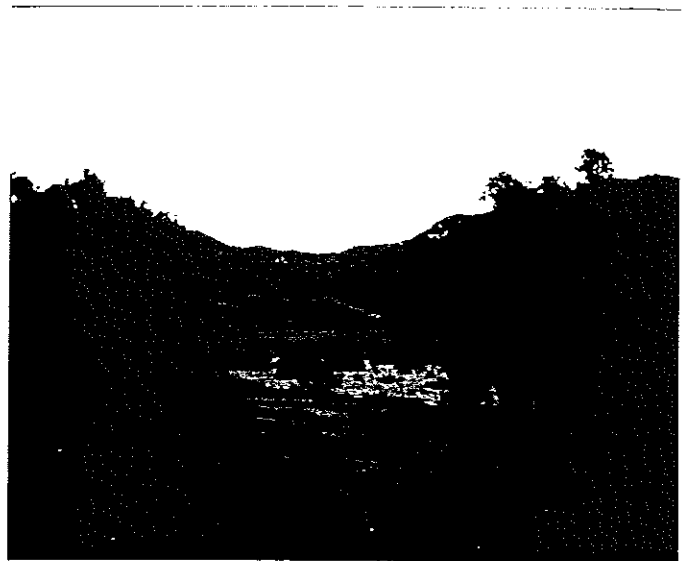
Page 9, Part VIII, #3

Delete \$11,000 per annum

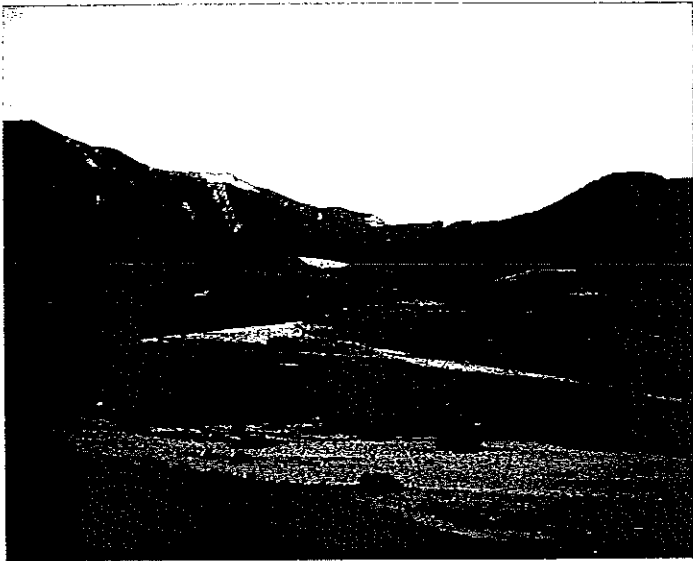
Add \$20,000 per annum



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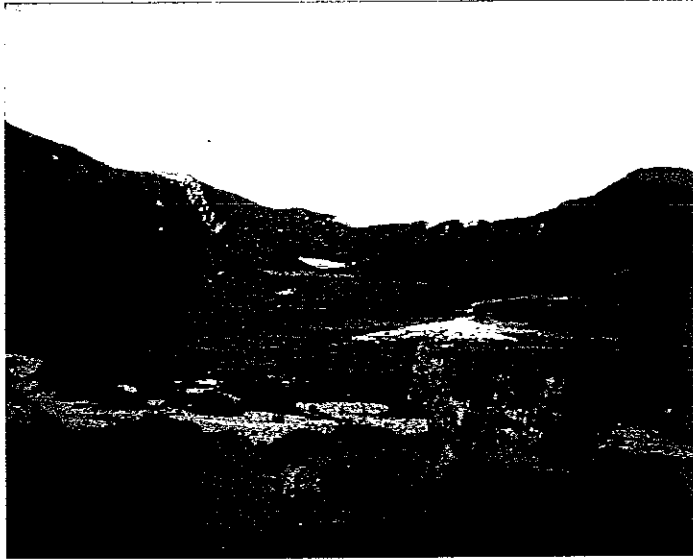


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CHIQUITA CANYON LANDFILL EXPANSION
AND RELATED FACILITIES PROJECT 89-081

FIRST AMENDMENT TO
STATEMENT OF AGREEMENTS AND UNDERSTANDINGS BY AND BETWEEN

NEWHALL LAND AND FARMING CO
LAIDLAW WASTE SYSTEMS (CHIQUITA), INC.
VAL VERDE CIVIC ASSOCIATION
CITIZENS AGAINST THE CHIQUITA CANYON LANDFILL EXPANSION

The parties hereto hereby amend the "Statement of Agreements and Understandings" entered into between them on February 21 and 24, 1997 (the "Agreement") as follows:

1. Paragraph 2 of the Agreement is hereby deleted and replaced with the following new Paragraph 2:

"2. Expenditures of funds received pursuant to this Agreement shall be limited to the list of permitted expenditures set forth in Attachment A to the Agreement, as may be amended from time to time according to its terms. The Val Verde Civic Association shall accept and expend the funds received pursuant to this Agreement through an independent committee of the Val Verde Civic Association (the "Community Benefits Funding Committee"), which the Val Verde Civic Association shall create on or before September 30, 1997 by amending its Bylaws as needed. The Community Benefits Funding Committee shall consist of: (a) five voting members all of whom shall be elected in an open, inclusive election process in accordance with the election provisions set forth in Attachment D hereto; and (b) four non-voting members, one each as designated by Laidlaw Waste Systems (Chiquita), Inc., the Newhall Land and Farming Co., the Los Angeles County Supervisor for the district that includes the landfill, and the Val Verde Civic Association."

2. "New Condition #44" as set forth in Attachment C to the Agreement is hereby deleted and replaced with the following "New Condition #44":

"New Condition #44: Permittee shall comply with the Statement of Agreements and Understandings it entered into with certain community representatives on February 21 and 24, 1997, as that agreement has been amended and as it may be amended according to its terms."

3. New Paragraphs 13, 14, and 15 are hereby added to the main body of the Agreement, as follows:

“13. The community benefits funds shall be paid to the Community Benefits Funding Committee established pursuant to paragraph 2 above. The funding provided during any annual period when the landfill is accepting waste for disposal and accepted less than 250,000 tons of waste for disposal in the previous calendar year shall be \$12,500 from the owner and \$12,500 from the operator. If the landfill is accepting waste for disposal during any annual period and accepted 250,000 tons of waste for disposal or more in the previous calendar year, the funding to be paid for that annual period will be \$125,000 from the owner and \$125,000 from the operator. The funding amount otherwise due shall be adjusted up 2% per year as shown on Attachment B. The commencement date triggering the owner’s and operator’s obligation to pay such funds shall be the later of (1) January 1, 1998 or (2) the date upon which all of the County approvals and the subsequent approvals necessary for the initial operation of the landfill expansion are complete and effective and no appeals, litigation or other challenges to such approvals are pending or permitted pursuant to applicable statutes of limitation (the “Commencement Date”). The landfill operator shall use its best efforts to complete the permitting process at the earliest practicable time.”

“14. Payments hereunder shall be made in advance based on the previous year’s tonnage of waste disposed of at the landfill. The first payment shall be due within 30 days after the Commencement Date. Thereafter, each payment shall be due by January 31 of each year for which a payment is due. By making payments in advance it is understood that no payment shall be made for any year in which the landfill does not accept waste for disposal even if the landfill has accepted waste for disposal in the preceding year. For the final year in which the landfill accepts waste for disposal, the payment due by January 31 of that year shall be pro-rated as a portion of an entire year’s payment based on the landfill operator’s estimate of the number of months in that year that the landfill will actually accept waste for disposal. If the landfill operator’s estimate is ultimately shorter than the actual number of months in that year in which the landfill accepts waste for disposal, then an additional pro-rated payment shall be made within 30 days of the date on which the landfill stops accepting waste for disposal.”

"15. The parties hereby agree that any amendments to this Agreement made after the Commencement Date may only be made in writing and signed by representatives of Laidlaw Waste Systems (Chiquita), Inc. (or its successors or assigns), The Newhall Land and Farming Co. (or its successors or assigns), and the Val Verde Civic Association (or its successors). No other party's consent shall be required to amend this Agreement after the Commencement Date, and the Citizens Against the Chiquita Canyon Landfill Expansion hereby waives its right to participate in matters pertaining to the Agreement after the Commencement Date. There are no third party beneficiaries to the Agreement. In the event that the Val Verde Civic Association ceases to exist, or if the Community Benefits Funding Committee becomes legally incapable of existing as an independently-elected committee of the Val Verde Civic Association in accordance with this Agreement, then the Community Benefits Funding Committee shall establish itself as an independent corporation organized in compliance with this Agreement and all applicable laws and regulations, and all rights of the Val Verde Civic Association and the Community Benefits Funding Committee under this Agreement (including the right to agree to amend this Agreement) shall transfer automatically to that new corporation. The Val Verde Civic Association shall not be deemed to have ceased existence solely due to a change or changes in its name and/or its constituent documents. In the event of such a change, the Association shall give notice thereof to the parties to this Agreement."

IT IS SO AGREED.

Dated: April 23, 1997

LIDLAW WASTE SYSTEMS (CHIQUITA), INC.

By: Rodney W. Walter II
Printed Name: RODNEY W. WALTER II
Title: GENERAL MANAGER

Dated: April 23 1997

NEWHALL LAND AND FARMING CO. MB

By: Gary M. Cusumano
Printed Name: GARY M. CUSUMANO
Title: President

Dated: April , 1997

VAL VERDE CIVIC ASSOCIATION

By: Ruth P. Griffin
Printed Name: Ruth P. Griffin, 4/23/97
Title: President Val Verde Civic Assoc.

Dated: April 23, 1997

CITIZENS AGAINST THE CHIQUITA CANYON
LANDFILL EXPANSION

By: Merry L. Farmer
Printed Name: MERRY L. FARMER
Title: Chairperson

ATTACHMENT D

ELECTION REQUIREMENTS FOR THE COMMUNITY BENEFITS FUNDING COMMITTEE

Section 1. The First Election of Voting Members

- a. The Executive Committee of the Val Verde Civic Association (the "Association") shall coordinate and call the first election for the five Voting Members of the Community Benefits Funding Committee (the "Committee") in strict compliance with the requirements of this Attachment D.
- b. The first election must occur by September 30, 1997, and the Voting Members elected at that election shall take their positions immediately.
- c. At the first election, all five Voting Members will be elected. The three highest vote getters will be designated as holding the "odd year" positions with those positions becoming open for new elections in 1999 and in every odd-numbered year thereafter. The other two Voting Members will be designated as holding the "even year" positions with those positions becoming open for new elections in 1998 and in every even-numbered year thereafter.
- d. The election procedural duties given by this Attachment D to the Committee's Voting Members (as set forth in Section 3 below) shall be exercised, for the first election only, by the Executive Committee of the Association with assistance from the Non-Voting Member designated by the Los Angeles County Supervisor for the district that includes the Chiquita Canyon Landfill.

Section 2. Subsequent Elections of Voting Members

After the first election of the Voting Members, the Committee shall coordinate and call all future elections of its Voting Members, which elections must occur during the months of October or November each year. All subsequently elected Voting Members shall take their positions effective as of December 1 following their election.

Section 3. Conduct of Elections

The five Voting Members will be elected by an open, inclusive, annual, privately-run election process, as set forth below.

- a. A notice of election providing the date, time, purpose, and location of the election must be published not less than three weeks nor more than eight weeks before the date of the election in two community newspapers selected by the Voting Members and serving the Val Verde community, one of which

must be an English-language newspaper and one of which must be a Spanish-language newspaper. For the first election, notice must be published in The Signal and La Opinion.

- b. A bilingual (English and Spanish) notice of the election must be posted in a prominent location in the community of Val Verde at least three weeks before the election and must remain posted continuously until the election. In the event of any vandalism defacing or removing the posted election notice, notice shall be replaced or repaired as soon as reasonably possible and the act of vandalism shall not prevent the election from occurring as scheduled.
- c. The election shall take place within the community of Val Verde if reasonably practicable or, if no venue within Val Verde is reasonably available, as close to Val Verde as is practicable.
- d. The election shall be held from 7:00 a.m. to 7:00 p.m., and shall be held on a Tuesday, Wednesday, or Thursday, but not on any legal holiday.
- e. All persons registered to vote in the community of Val Verde, County of Los Angeles, whose primary residence is in the community of Val Verde and who attend the election in person shall be eligible to vote for the Voting Member positions being elected at that election.
- f. Any person registered to vote in the community of Val Verde, County of Los Angeles, and whose primary residence is in the community of Val Verde shall be eligible to be nominated as a candidate for any Voting Member position. If any person serves two consecutive terms as a Voting Member, then such person shall not be eligible to serve as a Voting Member for at least one year.
- g. Candidates wishing to run for the Voting Member openings shall obtain an application from the Committee in advance of the election. Bilingual notice of the availability of the applications shall be posted on the community bulletin board at Val Verde Park at least two months in advance of the election. The completed applications must be returned to the Committee at least 30 days prior to the election. The application must include the signatures of five qualified voters, in addition to the candidate, supporting the candidate's nomination.
- h. Election shall be by secret ballot and each eligible resident shall be entitled to cast one vote for each position open, and the highest eligible vote-getters shall be elected.

- i. In the event of an exact tie, the then-current Voting Members, including the outgoing Voting Members, shall break the tie by selecting one of the tied voters to fill the position.

Section 4. Definition of Community of Val Verde

For purposes of this Attachment D, the "community of Val Verde" shall mean that portion of Los Angeles County, State of California, described as follows:

From the Val Verde, California, U.S.G.S. 7.5 minute series topographic map (photorevised 1988):

The northeast quarter of Section 8, all of Section 9, and the west half of Section 10, all of Township 4 North, Range 17 West, S.B.M.

EXCEPTING THEREFROM the southwest quarter of said Section 9 and the north half of the northwest quarter of Section 10.

Notwithstanding the foregoing description, the following addresses shall be deemed to be within the community of Val Verde:

- a. 29050 Elk Street;
- b. 29053 Coolidge Avenue;
- c. 31513 San Martinez Road; and
- d. 31510 San Martinez Road.

CHIQUITA CANYON LANDFILL EXPANSION
AND RELATED FACILITIES PROJECT 89-081

SECOND AMENDMENT TO
STATEMENT OF AGREEMENTS AND UNDERSTANDINGS BY AND BETWEEN

NEWHALL LAND AND FARMING CO
LAIDLAW WASTE SYSTEMS (CHIQUITA), INC.
VAL VERDE CIVIC ASSOCIATION

The parties hereto amend the "Statement of Agreements and Understandings" entered into between them on February 21 and 24, 1997, as modified by the First Amendment thereto dated April 23, 1997 (together the "Agreement") as follows:

1. Attachment D to the Agreement is hereby replaced in its entirety with the revised Attachment D attached hereto. All other terms of the Agreement remain unchanged.

IT IS SO AGREED.

Dated: May 16, 1997

LAIDLAW WASTE SYSTEMS (CHIQUITA), INC.

By: Rodney W. Walter II
Printed Name: RODNEY W. WALTER II
Title: GENERAL MANAGER

Dated: May 16, 1997

NEWHALL LAND AND FARMING CO.

By: Daniel N. Bryant
Printed Name: Daniel N. Bryant
Title: Asst. Sec

Dated: May 16, 1997

VAL VERDE CIVIC ASSOCIATION

By: Keith P. Griffin
Printed Name: Keith P. Griffin
Title: President

Dated: May 16, 1997

CITIZENS AGAINST THE CHIQUITA CANYON
LANDFILL EXPANSION

By: Merry Farmer
Printed Name: MERRY FARMER
Title: Chairperson

MS

ATTACHMENT D

ELECTION REQUIREMENTS FOR THE
COMMUNITY BENEFITS FUNDING COMMITTEE

Section 1. The First Election of Voting Members

- a. The Executive Committee of the Val Verde Civic Association (the "Association") shall coordinate and call the first election for the five Voting Members of the Community Benefits Funding Committee (the "Committee") in strict compliance with the requirements of this Attachment D.
- b. The first election must occur by September 30, 1997, and the Voting Members elected at that election shall take their positions immediately.
- c. At the first election, all five Voting Members will be elected. The three highest vote getters will be designated as holding the "odd year" positions with those positions becoming open for new elections in 1999 and in every odd-numbered year thereafter. The other two Voting Members will be designated as holding the "even year" positions with those positions becoming open for new elections in 1998 and in every even-numbered year thereafter.
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- a. A notice of election providing the date, time, purpose, and location of the election must be published not less than three weeks nor more than eight weeks before the date of the election in two community newspapers selected by the Voting Members and serving the Val Verde community, one of which

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must be an English-language newspaper and one of which must be a Spanish-language newspaper. For the first election, notice must be published in The Signal and La Opinion.

- b. A bilingual (English and Spanish) notice of the election must be posted in a prominent location in the community of Val Verde at least three weeks before the election and must remain posted continuously until the election. In the event of any vandalism defacing or removing the posted election notice, notice shall be replaced or repaired as soon as reasonably possible and the act of vandalism shall not prevent the election from occurring as scheduled.
- c. The election shall take place within the community of Val Verde if reasonably practicable or, if no venue within Val Verde is reasonably available, as close to Val Verde as is practicable.
- d. The election shall be held from 7:00 a.m. to 7:00 p.m., and shall be held on a Tuesday, Wednesday, or Thursday, but not on any legal holiday.
- e. All persons at least 18 years old, who have a valid California driver's license or California-issued photo identification card showing primary residence in the community of Val Verde, who have a current utility bill, telephone bill, or other similarly trustworthy document substantiating current primary residence in Val Verde, and who attend the election in person shall be eligible to vote for the Voting Member positions being elected at that election.
- f. Any person eligible to vote for the Voting Member positions pursuant to the preceding paragraph shall be eligible to be nominated as a candidate for any Voting Member position. If any person serves two consecutive terms as a Voting Member, then such person shall not be eligible to serve as a Voting Member for at least one year.
- g. Candidates wishing to run for the Voting Member openings shall obtain an application from the Committee in advance of the election. Bilingual notice of the availability of the applications shall be posted on the community bulletin board at Val Verde Park at least two months in advance of the election. The completed applications must be returned to the Committee at least 30 days prior to the election. The application must include the signatures of five qualified voters, in addition to the candidate, supporting the candidate's nomination.
- h. Election shall be by secret ballot and each eligible resident shall be entitled to cast one vote for each position open, and the highest eligible vote-getters shall be elected.

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- i. In the event of an exact tie, the then-current Voting Members, including the outgoing Voting Members, shall break the tie by selecting one of the tied voters to fill the position.

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- d. 31510 San Martinez Road.

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