



RESOLUTION NO. 143-2015

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

**RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE
SOLID WASTE SERVICES FRANCHISE AGREEMENT BETWEEN THE COUNTY
OF EL DORADO AND WASTE CONNECTIONS OF CALIFORNIA, INC.,
DBA EL DORADO DISPOSAL SERVICE**

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939), has declared that it is within the public interest to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdictions; and

WHEREAS, effective October 21, 2014, the County entered into a Franchise Agreement with Waste Connections of California, Inc. dba El Dorado Disposal ("El Dorado Disposal") which, among other things, granted the exclusive right and obligation, subject to certain limitations and renewal options, until October 20, 2029, to collect, transport, process, recycle, and dispose of municipal solid waste generated by residential, commercial, and industrial customers in a delineated franchise area on the west slope of the County, defined in Exhibit A to the El Dorado Disposal Franchise Agreement ("EDD Franchise Agreement"), and to operate the Material Recovery Facility; and

WHEREAS, effective December 2, 2014, the County entered into a Franchise Agreement with South Tahoe Refuse Co., dba Sierra Disposal Service ("Sierra Disposal Service") which, among other things, granted the exclusive right and obligation, subject to certain limitations and renewal options, until December 1, 2024, to collect, transport, process, recycle, and dispose of municipal solid waste generated by residential, commercial, and industrial customers in a delineated franchise area on the west slope of the County defined in Exhibit A to the Sierra Disposal Service Franchise Agreement ("SDS Franchise Agreement"); and

WHEREAS, the SDS Franchise Agreement cannot be transferred or assigned without prior written consent of the County; and

WHEREAS, Sierra Disposal Service has requested that the County consent to the assignment of the SDS Franchise Agreement to El Dorado Disposal; and

WHEREAS, El Dorado Disposal has requested that the services being provided by Sierra Disposal Service under the SDS Franchise Agreement be consolidated into EDD Franchise Agreement dated October 21, 2014; and

WHEREAS, the SDS Franchise Area will now be known as "Area C" of the EDD Franchise Agreement and "Area A" and "Area B" shall consist of all other areas within the EDD Franchise Agreement; and

WHEREAS, the County's consent to the assignment of the SDS Franchise Agreement to

El Dorado Disposal is made with the understanding that the payment of the purchase price by El Dorado Disposal for the acquisition of the assets of Sierra Disposal Service shall not result in an increase in solid waste collection and/or processing or disposal rates of County residents and businesses to be served by El Dorado Disposal solely as a result of such acquisition, compared with what these rates would have been if no such acquisition had occurred; and

WHEREAS, pursuant to Section 13 of the SDS Franchise Agreement the County is entitled to recover its costs associated with the assignment of the SDS Franchise Agreement to El Dorado Disposal in an amount not to exceed \$35,000.

NOW, THEREFORE, be it resolved, that the Board of Supervisors of the County of El Dorado hereby:

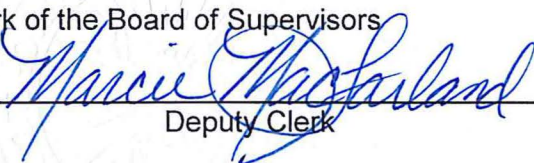
1. Consents to the assignment of the Sierra Disposal Franchise Agreement by South Tahoe Refuse Co., dba Sierra Disposal Service, to Waste Connections of California, Inc., dba El Dorado Disposal Service, subject to the terms and conditions of the attached Second Amendment to the El Dorado Disposal Franchise Agreement.
2. Approves consolidation and merger of the Sierra Disposal Service franchise area and the Sierra Disposal Service rate schedule approved by the Board of Supervisors in Resolution 186-2013, attached hereto as Exhibit A, into the El Dorado Disposal Franchise Agreement.
3. Approves the Second Amendment to the El Dorado Disposal Franchise Agreement, thereby terminating the Sierra Disposal Franchise Agreement, and authorizes the chairman of the Board to execute the Second Amendment on behalf of the County.
4. Establishes the franchise transfer fee in an amount not to exceed \$35,000 for the costs and expenses incurred by County associated with the assignment of the Sierra Disposal Service Franchise Agreement to El Dorado Disposal.

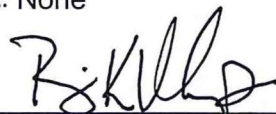
PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 18th day of August, 2015, by the following vote of said Board:

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

Ayes: Ranalli, Novasel, Mikulaco, Frentzen, Veerkamp
Noes: None
Absent: None

By:


Deputy Clerk



Chair, Board of Supervisors
Brian K. Veerkamp



Exhibit A

RESOLUTION NO. 186-2013

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

Sierra Disposal Service Schedule of Rates

WHEREAS, a public hearing was held on December 10, 2013 for the purpose of adjusting solid waste collections rates within Sierra Disposal Service Franchise Areas.

NOW, THEREFORE, be it resolved that effective January 1, 2014, the following rates are adjusted upward 6.6% for the collection of solid waste within the Sierra Disposal Service franchise areas:

RESIDENTIAL	Frequency	Current Rate	January 1, 2014 Rate
Road Service (1)			
1 (32-gallon) can	Monthly	20.09	21.42
2 (32-gallon) cans	Monthly	28.70	30.59
3 (32-gallon) cans	Monthly	32.61	34.76
4 (32-gallon) cans	Monthly	38.33	40.86
5 (32-gallon) cans	Monthly	43.98	46.88
6 (32-gallon) cans	Monthly	49.63	52.91
7 (32-gallon) cans	Monthly	55.38	59.04
8 (32-gallon) cans	Monthly	59.21	63.12
1 (45-gallon) can	Monthly	24.36	25.97
2 (45-gallon) cans	Monthly	30.70	32.73
3 (45-gallon) cans	Monthly	36.97	39.41
4 (45-gallon) cans	Monthly	43.23	46.08
House Service (1)			
1 (32-gallon) can	Monthly	27.34	29.14
2 (32-gallon) cans	Monthly	36.52	38.93
3 (32-gallon) cans	Monthly	39.95	42.59
4 (32-gallon) cans	Monthly	45.66	48.67
1 (45-gallon) can	Monthly	31.84	33.94
2 (45-gallon) cans	Monthly	38.17	40.69
3 (45-gallon) cans	Monthly	44.54	47.48
Other Services			
Extra Can (32 or 45-gallon)	Per pickup	5.65	6.02
Voucher (32 or 45-gallon)	Per voucher	5.65	6.02

(1) Residential customers age 65 or older are eligible for a 5.3% senior discount.

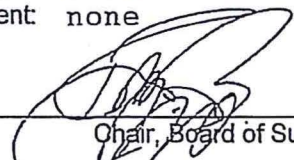
COMMERCIAL	Frequency	Current Rate	January 1, 2014 Rate
Cans			
32-gallon can/bag	Per pickup	6.35	6.77
Extra 32-gallon can/bag	Per pickup	6.35	6.77
45-gallon can	Per pickup	8.08	8.61
Extra 45-gallon can	Per pickup	8.08	8.61
Per Cubic Yd			
1-yard	Per pickup	22.05	23.51
Extra yard	Per pickup	22.05	23.51
Compacted rate per yard	Per pickup	54.20	57.78
Drop Boxes			
6-yard area 1	Per pickup	241.77	257.73
6-yard area 2	Per pickup	211.19	225.13
6-yard area 3	Per pickup	184.79	196.99
10-yard	Per pickup	313.73	334.44
20-yard	Per pickup	466.86	497.67
20-yard stump box	Per pickup	596.39	635.75
30-yard	Per pickup	696.12	742.06
30-yard stump box	Per pickup	876.40	934.24
30 yard Swansboro area	Per pickup	746.12	795.36

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 10 day of December, 2013 by the following vote of said Board:

Ayes: Santiago, Veerkamp, Mikulaco, Nutting, Briggs
 Noes: none
 Absent: none

Attest:
 James S. Mitrishin
 Clerk of the Board of Supervisors

By: 
 Deputy Clerk


 Chair, Board of Supervisors
RON BRIGGS