

**First Amendment to the Franchise Agreement between the
County of El Dorado and Waste Connections of California, Inc.**

This First Amendment (Amendment) to the Franchise Agreement (Agreement) for the collection, transportation, processing and disposal of Solid Waste and Recyclable Materials between the County of El Dorado (County), and Waste Connections of California, Inc. dba El Dorado Disposal Service (Contractor), dated October 21, 2014, is entered into effective as of August 18, 2015 (Effective Date).

This First Amendment is made with respect to the following Recitals:

WHEREAS, on or about June 25, 2002 Waste Connections of California Inc., dba Amador Disposal Service (Amador Disposal Service) and the County entered into a Franchise Agreement whereby Amador Disposal Service agreed to provide for the collection, transportation, processing and disposal of solid waste within a Franchise Area defined in Exhibit A to that Franchise Agreement; and

WHEREAS, the Franchise Agreement entered into between Amador Disposal Service and the County will terminate on December 31, 2015; and

WHEREAS, Contractor has requested that the services being provided by Amador Disposal Service under the Franchise Agreement (ADS Franchise Agreement) be consolidated into Contractor's Agreement dated October 21, 2014; and

WHEREAS, the consolidation and merger of the services provided under the ADS Franchise Agreement into Contractor's Agreement with the County would: (1) benefit customers in the ADS Franchise Area by providing them with access to Contractor's evolving services and programs, and any future expansion of Contractor's Diamond Springs Material Recovery Facility; and (2) increase economies of scale for operations in the ADS Franchise Area and would provide economies of scale for the County's administration of franchise operations in the ADS Franchise Area; and

WHEREAS, the ADS Franchise Area (described in Exhibit A-2 attached hereto) would remain as a distinct service area under Contractor's Agreement; and

WHEREAS, the ADS Franchise Area will now be known as "Area B" of the Agreement and "Area A" shall consist of the franchise area identified in the original Agreement.

NOW THEREFORE, the parties agree as follows:

1. Section 6 D, "Biweekly Service" subsection (2) is hereby amended in its entirety to read as follows:

(2) In Area A only- Green Waste: Contractor shall Collect residential Green Wastes which have been properly placed, kept, or accumulated in an authorized container at curbside or other authorized Collection station, biweekly.

2. Section 6 L, "Bulky Waste / Bulky Item Pick-Up and Bulky Waste / Bulky Item Vouchers" subsection (2) is hereby amended in its entirety to read as follows:

(2) Contractor will provide one (1) curbside Bulky Waste / Bulky Item pick-up voucher, on an annual basis per customer (including each Multi-Family Unit) at no additional charge, which will be scheduled by Contractor in conjunction with other Bulky Waste / Bulky Item pick-ups. In addition, customer may use the Bulky Waste / Bulky Item voucher for curbside pickup of up to two and one-half (2.5) cubic yards of Green Waste (bagged or bundled) or Electronic Waste / E-Waste in lieu of Bulky Waste / Bulky Item.

3. Section 6 W, "Containers" subsection (1) is hereby amended in its entirety to read as follows:

(1)Purchase and Distribution of Cart(s), Bins, and Roll-Off Containers

(a) In Area A only:

Contractor shall Collect Solid Waste from the three (3) different thirty-five (35) (for Solid Waste only), sixty-four (64) and ninety-six (96) gallon Contractor provided Cart(s), as requested by the customer and placed for Collection by the customer, not less than once per week. Contractor shall Collect Recyclables from the sixty-four (64) or ninety-six (96) gallon Contractor provided Cart(s), as requested by the customer and placed for Collection by the customer, not less than once every two (2) weeks. Contractor shall Collect Yard Waste from the ninety-six (96) gallon Contractor provided Cart(s), as requested by the customer and placed for Collection by the customer, not less than once every two (2) weeks. At the customer's request, Contractor shall provide to each customer, and at no additional charge to such customer, one (1) additional Cart for the Collection of either Yard Waste (only ninety-six (96) gallon Carts available) or Recyclables (either sixty-four (64) or ninety-six (96) gallon Carts available).

Exceptions to Carts are only for Recyclables and Green Waste. Exceptions to the use of Contractor provided Carts will occur only under the following conditions. Only Customers serviced in Group Collection Areas may use:

(i) Contractor provided thirty-two (32) gallon 'blue bags' for Recyclable Material. Contractor Customer Service Department and the customer shall determine an appropriate number of blue bags for each customer requesting to continue use of thirty-two (32) gallon 'blue bags' and Contractor shall provide determined number of thirty-two (32) gallon 'blue bags' when providing bi-weekly Recycle service.

(ii) Group Collection Area customers may use a maximum number of three (3) customer provided lawn/leaf bags for Green Waste, to be serviced bi-weekly at time of provided Green Waste service.

(iii) Thirty-five (35) gallon Recycle Cart(s) and sixty-four (64) gallon Yard Waste Cart(s) will be provided on an exception basis for Group Collection Area customers or where a customer needs a smaller option for safety related conditions.

(iv) When curbside service is available, the exemptions per this section for Recycling and/or Green Waste will be discontinued and standard three (3) Cart program will be implemented.

(b) In Area B only:

Contractor shall Collect Solid Waste from the three (3) different thirty-five (35) (for Solid Waste only), sixty-four (64) and ninety-six (96) gallon Contractor provided Cart(s), as requested by the customer and placed for Collection by the customer, not less than once per week. Contractor shall Collect Recyclables from the sixty-four (64) or ninety-six (96) gallon Contractor provided Cart(s), as requested by the customer and placed for Collection by the customer, not less than once every two (2) weeks. At the customer's request, Contractor shall provide to each customer and at no additional charge to such customer, one (1) additional Cart for the Collection of Recyclables (either sixty-four (64) or ninety-six (96) gallon Carts available).

Exceptions to Carts are only for Recyclables. Exceptions to the use of Contractor provided Carts will occur only under the following conditions. Only Customers serviced in Group Collection Areas may use:

(i) Contractor provided thirty-two (32) gallon 'blue bags' for Recyclable Material. Contractor Customer Service Department and the customer shall determine an appropriate number of blue bags for each customer requesting to continue use of thirty-two (32) gallon 'blue bags' and Contractor shall provide determined number of thirty-two (32) gallon 'blue bags' when providing bi-weekly Recycle service.

(ii) Thirty-five (35) gallon Recycle Cart(s) will be provided on an exception basis for Group Collection Area customers or where a customer needs a smaller option for safety related conditions.

(iii) When curbside service is available, the exemptions per this section for Recycling will be discontinued and standard three (3) Cart program will be implemented.

Contractor shall be responsible for the purchase and distribution of fully assembled and functional new Cart(s), new or well-maintained Bins, and new or well-maintained Roll-Off Containers as required to customers in the Franchise Area. Contractor shall also distribute Cart(s), Bins and Roll-Off Containers as required to new customers that are added to the Franchise Area during the term of this

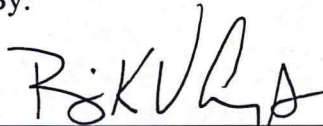
Agreement. The distribution shall be completed within ten (10) work days of receipt of notification.

4. Exhibit A of the Agreement is hereby amended to include Exhibit *A-1, Definition of Franchise Area A, and Exhibit A-2, Definition of Franchise Area B*, attached hereto and incorporated herein by reference.
5. On the Effective Date of this Amendment, the ADS Franchise Agreement shall terminate, except that Contractor's obligations to the County under the ADS Franchise Agreement that have not been fully performed as of the termination shall survive termination until they are fully performed. In addition, Contractor's obligations thereunder to defend and indemnify the County shall survive termination.
6. Except as further provided in the future by the County Board of Supervisors, the ADS Franchise Area designated as "Area B" (Exhibit A-2) shall remain a non-mandatory collection area.
7. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

Dated: 8/18/15

COUNTY OF EL DORADO

By:



Chair Brian K. Veerkamp
Board of Supervisors
County of El Dorado

ATTEST:

James S. Mitrisin
Clerk of the Board of Supervisors

By Marcie MacFarland

CONTRACTOR

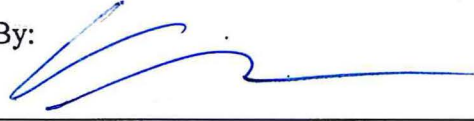
By:



Its: ~~President~~ Chief Executive officer

Dated: August 13, 2015

By:



Its: ~~Secretary~~ Assistant Secretary

Dated: August 13, 2015

EXHIBIT A - 1

DEFINITION OF FRANCHISE AREA A (EL DORADO DISPOSAL SERVICE AREA)

The area for which this franchise is granted and to which it shall apply is all that portion of the unincorporated territory of the County of El Dorado, State of California, described as follows:

All of Township 10 North, Range 8 East; all of Townships 10 North, Range 9 East; Township 10 North, Range 10 East; Township 10 North, Range 11 East; and Township 10 North, Range 12 East, M.D.B. & M.

All of Sections 31, 32, 33, 34, 35 and 36 of Township 11 North, Range 9 East, M.D.B.&M.

All of Sections 31, 32, 33, 34 and those portions of Section 35,36 and 25 lying south of the South Fork of the American River, in Township 11 North, Range 10 East, M.D.B.&M.

All those portions of Township 11 North, Range 11 East, and Township 11 North, Range 12 East, M.D.B.&M., lying south of the South Fork of the American River.

All of Sections 30, 31 and that portion of Section 19 lying South of the South Fork of the American River, Township 11 North, Range 13 East, M.D.B.&M.

All of Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31 and 32 of Township 10 North, Range 13 East, M.D.B.&M.

All of Sections 5, 6, 7, and 8 of Township 9 North, Range 12 East, M.D.B. &M.

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17 and 18, and those portions of Sections 15, 16, 19 and 20 lying north of the North Fork of the Cosumnes River, Township 9 North, Range 11 East, M.D.B.&M.

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,19, 20, 21, 22, 23 and that part of Section 24 lying North of the North Fork of the Cosumnes River, Township 9 North, Range 11 East, M.D.B.&M.

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17,18, 19, 20, 21, 22, 23 and 24, Township 9 North, Range 9 East, M.D.B.&M.

EXCEPTING THEREFROM the following real property located in and near the City of Placerville, to wit:

All of Sections 5, 6, 7, 8, 9, 10,16, 17,18 and those portions of Sections 15, 19, 20, 21, and 22 lying north of Weber Creek, Township 10 North, Range 11 East, M.D.B.&M.

All of Sections 1, 12, those portions of Sections 13 and 24 lying north of Weber Creek, the South Half of the Southeast Quarter of Section 11, and the North Half of the Northeast Quarter of Section 14, Township 10 North, Range 10 East, M.D.B.&M.

EXHIBIT A - 2

DEFINITION OF FRANCHISE AREA B (AMADOR DISPOSAL SERVICE AREA)

The area for which this franchise is granted and to which it shall apply is all that portion of the unincorporated territory of the County of El Dorado, State of California, described as follows:

All of Sections 25, 26, 27, 34, 35, 36 and that portion of Section 24 lying South of the North Fork of the Cosumnes River, Township 9 North, Range 10 East, M.D.B.&M. All of Sections 1, 2, 3, 10, 11, 12, 15 and 22, Township 8 North, Range 10 East, M.D.B.&M., within the boundaries of El Dorado County.

All of Sections 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and that portion of Sections 16, 19, and 20 which lie South of the North Fork of the Cosumnes River, Township 9 North, Range 11 East, M.D.B.&M. Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, Township 9 North, Range 12 East, M.D.B.&M.

Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36, Township 10 North, Range 13 East, M.D.B.&M.

All of Township 9 North, Range 14 East, M.D.B.&M. All of Township 10 North, Range 14 East, M.D.B.&M.

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and that portion of Sections 13, 20, 21, 22 and 23, Township 8 North, Range 14 East, M.D.B.&M., which lies North of the South Fork of the Cosumnes River.

All of Township 9 North, Range 13 East, M.D.B.&M.

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30 and that portion of Sections 25, 26, 31 and 32, which lie North of the South Fork of the American River, Township 8 North, Range 13 East, M.D.B.&M.

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27 and that portion of Sections 19, 20, 27, 28, 29, 34, 35 and 36 of Township 8 North, Range 12 East, M.D.B.&M., which lies North of the south Fork of the Cosumnes River.

Sections 1, 2, 3, 4, 5, 6, 9, 10, 11, 12 and that portion of Sections 7, 8, 13, 14, 15, 16 and 17, Township 8 North, Range 11 East, M.D.B. &M., which lies North of the south Fork of the Cosumnes River.