

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

**THIS SIXTH AMENDMENT** to the Franchise Agreement made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Waste Connections of California, Inc., a corporation duly qualified to conduct business in the State of California, doing business as El Dorado Disposal, whose principal place of business is 3 Waterway Square Place, Suite 110, The Woodlands, Texas 77380, whose (hereinafter referred to as "Franchisee");

**R E C I T A L S**

**WHEREAS**, Franchisee and County entered into a Franchise Agreement (Agreement) dated October 21, 2014; and

**WHEREAS**, on August 18, 2015, the Agreement was amended (First Amendment) to consolidate the services provided by Amador Disposal Service under the Amador Disposal Service Franchise Agreement into Franchisee's Agreement; and

**WHEREAS**, on August 18, 2015, the Agreement was amended (Second Amendment) to assign and consolidate the services provided by Sierra Disposal Service under the Sierra Disposal Service Franchise Agreement into Franchisee's Agreement; and

**WHEREAS**, Franchisee's Agreement consists of three (3) distinct service areas: Area A (original service area), Area B (former Amador Disposal Service), and Area C (former Sierra Disposal Service); and

**WHEREAS**, on December 12, 2017, the Agreement was amended (Third Amendment) such that the Franchisee provides bi-weekly green waste cart collection service in Area B, solely to the community known as Grizzly Flats from May through October each year; and

**WHEREAS**, on November 13, 2018, the Agreement was amended (Fourth Amendment) to provide for an automatic term extension for an additional period of twenty (20) years contingent upon Franchisee's completion of a new state-of-the-art transfer station/Material Recovery Facility (MRF) by October 20, 2022; and also provided a mechanism for the Franchisee to recover capital costs invested in the construction of the new state-of-the-art transfer station/MRF, subject to approval by the Board of Supervisors, in the event that estimated construction costs significantly exceed the Franchisee's 2014 maximum cost estimate of twelve million dollars (\$12,000,000); and

**WHEREAS**, on August 25, 2020, the Agreement was amended (Fifth Amendment) to modify certain services provided by Franchisee and certain fees charged by Franchisee pursuant to the Agreement; and

**WHEREAS**, due to unforeseen significant disruptions and delays caused by the COVID-19 pandemic, including, without limitation, due to engineering office closures,

manufacturing plant shutdowns, and material availability, construction of a new state-of-the-art transfer station/MRF has been delayed and will prevent the Franchisee from completing the project by October 20, 2022; and

**WHEREAS**, County has determined that the Franchisee has been in material compliance with the Agreement and the County has agreed to extend the deadline for completion of the Franchisee's new state-of-the-art transfer station/MRF until October 20, 2024, as per Section 11. B of the Agreement.

**WHEREAS** the State of California has, through the enactment of AB 939 and subsequent related legislation including, but not limited to, the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826) and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed of; and

**WHEREAS**, SB 1383 establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support the achievement of State-wide organic waste disposal reduction targets; and

**WHEREAS**, Ordinance 5164 was passed on August 30, 2022, to create Chapter 8.45 of the El Dorado County Ordinance Code to address SB 1383 regulations and amendments to require the County to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor and enforce compliance, and fulfill other requirements; and, County has chosen to delegate some responsibilities to Franchisee, acting as the County's designee, through this Agreement as amended or as hereafter amended.

**WHEREAS** the parties hereto desire to amend the Agreement to extend the expiration date for the completion of the Material Recovery Facility (MRF) of October 20, 2022, for two (2) additional years, amending **Section 11A, Initial Term**.

**WHEREAS**, the parties hereto desire to amend the Agreement to update definitions, amending **Section 1, Definitions**;

**WHEREAS**, the parties hereto desire to amend the Agreement to add **Section 6HH**, amending **Section 6, Solid Waste and Recyclable Collections Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **Section 1V, Contract Administrator**;

**WHEREAS**, the parties hereto desire to fully replace specific Articles and add new Articles to include updated contract provisions;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and

covenants hereinafter contained, County and Franchisee mutually agree to amend the terms of the Agreement in this Sixth Amendment to Franchise Agreement on the following terms and conditions:

1. Section 11A, Initial Term, is hereby amended in its entirety to read as follows:

A. Term

*The Term of this Agreement shall be effective when fully executed by all parties and shall expire eight (8) years following the effective date of the Fourth Amendment. Provided that Franchisee provides the 120-day notice provided for in this section, this Agreement shall be automatically extended for an additional period of twenty (20) years, contingent upon Franchisee completing the construction of a new state-of-the-art transfer station / MRF with a new state-of-the-art equipment C&D Debris sort line on the site of the existing transfer station located at 4100 Throwita Way by October 20, 2024. Except as provided below, the additional twenty (20) year extension shall not occur if Franchisee fails to complete construction of the new state-of-the-art facility by October 20, 2024.*

*Over the Franchise Term, Franchisee's Transfer Station / MRF rates will be adjusted using the calculation specified in County's Solid Waste Rate Setting Policies and Procedures Manual for Unincorporated Areas (Page D-4, under Pass Through Costs, based on eighty-five percent [85%] of the prior change in the Consumer Price Index, All Urban Consumers, US City Average - Garbage and Trash Collection). At no time over the Franchise term will Franchisee be allowed to request, and the Board will not approve, an increase in refuse Collection rates or Transfer Station / MRF rates to compensate Franchisee for any of the costs of the new Transfer Station / MRF improvements at 4100 Throwita Way based on Franchisee's original 2014 maximum project estimate of twelve million dollars [\$12,000,000.00]. An increase in refuse Collection rates or Transfer Station / MRF rates to compensate Franchisee for any estimated costs of the new Transfer Station / MRF improvements that are in excess of the 2014 maximum project estimate may only be requested and considered by the Board if the estimated costs significantly exceed Franchisee's original 2014 maximum estimate. Franchisee will provide the actual agreed-upon cost when completed, and Franchisee must furnish an itemized list of the final facility costs, by asset name, asset description, asset number, acquisition date, and acquisition cost. This asset listing shall be retained in County files and listed as an attachment to the Franchise Agreement.*

*In the event the new Transfer Station / MRF improvements are not completed by October 20, 2024, Franchisee shall not be entitled to the additional twenty (20) year extension, except that County may exercise renewal options under Section 11.B if County, in its sole discretion, determines that Franchisee had made diligent efforts to complete the Transfer Station / MRF by October 20, 2024, and the delay is a result of unforeseen circumstances outside the control of Franchisee. Franchisee shall provide County with 120 days prior written notice before the termination of the eight (8) year*

*term of its desire to automatically extend the term of this Agreement for the additional twenty (20) year extension. Said automatic renewal may occur only if Franchisee is in material compliance with the terms and conditions of the Agreement.*

**2. Section 1, Definitions,** are hereby as amended or as hereafter amended are incorporated herein and shall have the meanings given to them in the exhibit to include the following:

O. COLLECT / COLLECTION - "Collect" or "Collection" means to pick up, transport, and remove Solid Waste, Recyclables, Green Waste, Christmas trees, Bulky Items, E-Waste, Universal Waste, Used Oil, Used Oil Filters, Construction, and Demolition Debris and/or compostable waste materials.

S. COMPOSTABLE MATERIAL - "Compostable Material" or "compost" has the same meaning as in 14 CCR § 17896.2(a)(4), which stated, as of the effective date of this chapter, that "compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility.

U. CONSTRUCTION AND DEMOLITION DEBRIS or C & D –

1. Used or discarded materials generally considered to be not water soluble and non-hazardous in nature as defined in California Health and Safety Code § 25100 et seq. Such materials include, but are not limited to, steel, copper, aluminum, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, roofing materials, and lumber from the construction or demolition of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, including rocks, soils, the tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project;

2. Remnants of new materials including, but not limited to, cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project.

3. Other non-hazardous wastes that are generated at construction or demolition projects provided such amounts are consistent with best management practices of the industry.

BBB. RECYCLE OR RECYCLING - means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

HHH. SINGLE-FAMILY UNIT – *Single-family* means of, from, or pertaining to any

residential premises with fewer than five (5) units.

III. **SOLID WASTE** - Solid Waste or refuse means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition, and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes, with the exception that Solid Waste does not include any of the following wastes:

- a) Hazardous waste, as defined in the State Public Resources Code Section 40141.
- b) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- c) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

VVV. *California Code of Regulations* or *CCR* means the State of California Code of Regulations. CCR references in this chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

WWW. *Commercial business* or *Commercial* means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6).

XXX. *Commercial Edible Food Generator* includes a Tier One, or a Tier Two Commercial Edible Food Generator as defined in Section 8.45.020 (61) and (62) of this chapter or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

YYY. *Community Composting* means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

ZZZ. *Compliance Review* means a review of records by the County of El Dorado to determine compliance with this chapter.

AAAA. *Compostable Plastics* or *Compostable Plastic* means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

BBBB. *Container Contamination* or *Contaminated Container* means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

CCCC. *County* means County of El Dorado.

DDDD. *Department* means the Department of Environmental Management or its successor.

EEEE. *Designee* means an entity that the County contracts with or otherwise arranges to carry out any of the County's responsibilities of this chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

FFFF. *Director* means the County Director of Environmental Management or designee.

GGGG. *Edible Food* means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this chapter Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

HHHH. *Enforcement* means an action of the County to address non-compliance with this chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

IIII. *Excluded Waste* means:

- a) Hazardous substances, including but not limited to hazardous waste, infectious waste, designated waste, volatile, corrosive, and regulated radioactive waste
- b) Special handling non-hazardous waste generated by industrial facilities or processes including but not limited to asbestos, sewage sludge, tires, water treatment sludge, drilling mud, grease wastes, contaminated soils, shredder waste, agricultural wastes, filter cake/dewatered sludge, scrap metal, spent catalyst fines, refinery ash and byproducts
- c) Biomedical waste including but not limited to: infectious, pathological or biohazardous, originating from hospitals, public or private medical clinics, departments of research laboratories, pharmaceutical industries, blood banks, forensic medical departments, mortuaries, veterinary facilities and other similar facilities and includes (without limitation) equipment, instruments, utensils, fomites, laboratory waste (including pathological specimens and fomites attendant thereto), surgical facilities, equipment, bedding and utensils (including pathological specimens and disposal fomites attendant thereto), sharps (hypodermic needles, syringes, etc.),

dialysis unit waste, chemotherapeutic waste, animal carcasses, offal and body parts, biological materials (vaccines, medicines, etc.), and other similar materials.

- d) Excluded waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection and the generator or customer has properly placed the materials for collection pursuant to instructions provided County or its Designee for collection services.

JJJJ. *Food Distributor* means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

KKKK. *Food Facility* has the same meaning as in Section 113789 of the Health and Safety Code.

LLLL. *Food Recovery* means actions to collect and distribute Edible Food that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

MMMM. *Food Recovery Organization* means an entity or person that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- a) A food bank as defined in Section 113783 of the Health and Safety Code.
- b) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
- c) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this chapter.

NNNN. *Food Recovery Service* means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

OOOO. *Food Scraps* means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and

eggshells. Food Scraps exclude fats, oils, and grease when such materials are Source Separated from other Food Scraps

PPPP. *Food Service Provider* means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

QQQQ. *Food-Soiled Paper* is compostable paper material that is currently able to be recycled in a technologically, economically, and culturally practical manner; as determined by the Department, that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

RRRR. *Food Waste* means Food Scraps, Food-Soiled Paper, and Compostable Plastics that are currently able to be recycled in a technologically, economically, and culturally practical manner as determined by the Department.

SSSS. *Franchisee* means any person that has entered into a franchise agreement with the County to collect, remove, transport, process or dispose of solid waste or recyclables or compostables, or to operate any solid waste facility.

TTTT. *Grocery Store* means a Food Facility primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and includes any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

UUUU. *Hauler Route* means the designated itinerary or sequence of stops for each segment of the County's collection service area, or as otherwise defined in 14 CCR Section 18982(a) (31.5).

VVVV. *High Diversion Organic Waste Processing Facility* means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

WWWW. *Large Venue* means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous



with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this chapter

XXXX. *Local Education Agency* means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

YYYY. *Non-Compostable Paper* includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

ZZZZ. *Non-Local Entity* means the following entities that are not subject to the County's enforcement authority as determined by the Director or their Designee, or as otherwise defined in 14 CCR Section 18982(a)(42): Special districts, federal facilities, state parks, public universities, county fairgrounds, and state agencies.

AAAAA. *Non-Organic Recyclables* means non-putrescible and non-hazardous materials that are capable of being recycled, as that term is defined in 14 CCR Section 18815.2(a)(43), including but not limited to bottles, cans, metals, plastics, and glass.

BBBBB. *Notice of Violation (NOV)* means a notice issued by the Director that a violation of this chapter has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

CCCCC. *Organic Waste* means Solid Wastes containing material originating from living organisms and their metabolic waste products, including but not limited to food, green material, landscape, and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

DDDDD. *Organic Waste Generator* means a Person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

EEEEE. *Paper Products* include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

FFFFF. *Person* includes an individual, firm, association, co-partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

GGGGG. *Printing and Writing Papers* include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars,

brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

HHHHH. *Processing facility* means the place, site, or equipment franchised by the Board where or by which solid wastes are processed. The term "processing facility" does not include commercial and home garbage disposal units, which are used to process food wastes and are part of the sewage system, or hospital incinerators, crematoriums, paper shredders in commercial establishments, or equipment used by drop-off recycling or buy-back center.

IIII. *Prohibited Container Contaminants* means the following: (i) discarded materials placed in the inappropriate container, and (ii) Excluded Waste placed in any container.

JJJJJ. *Recovery* means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

KKKKK. *Recycling area* means space allocated for collecting and loading Recyclable Materials. Such areas shall have the ability to accommodate receptacles for Recyclable Materials. Recycling areas shall be accessible and convenient for those who deposit as well as those who collect and load any Recyclable Materials therein.

LLLLL. *Recycling container* means a container that is provided to a residential, commercial, or industrial waste collection customer for the sole purpose of containing Recyclable Materials that are source separated from the non-recyclable portion of the waste stream.

MMMMM. *Restaurant* means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

NNNNN. *Route Review* means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

OOOOO. *SB 1383* means Senate Bill 1383 of 2016 (Lara, Chapter 395, Statutes of 2016), approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

PPPPP. *SB 1383 Regulations* or "SB 1383 Regulatory" means or refers to, for the purposes of this chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

QQQQQ. *Self-Hauler* means a person, who hauls Solid Waste, Organic Waste, excluded waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

RRRRR. *Source Separating* means the separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection.

SSSSS. *Source Separated* means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4).

TTTTT. *Source Separated Organic Waste* means Organic Waste that is placed by the generator in a container that is specifically intended for the separate collection of organic waste).

UUUUU. *State* means the State of California.

VVVVV. *Supermarket* means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

WWWWW. *Tier One Commercial Edible Food Generator* means a Commercial Edible Food Generator that is one of the following, or as otherwise defined in 14 CCR Section 18982(a)(73):

- (a) Supermarket.
- (b) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (c) Food Service Provider.
- (d) Food Distributor.
- (e) Wholesale Food Vendor.

XXXXX. *Tier Two Commercial Edible Food Generator* means a Commercial Edible Food Generator that is one of the following, or as otherwise defined in 14 CCR 18982(a)(74):

- (a) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (b) Hotel with an on-site Food Facility and 200 or more rooms.

- (c) Health facility with an on-site Food Facility and 100 or more beds.
- (d) Large Venue.
- (e) Large Event.
- (f) A state agency with a cafeteria with 250 or more seats or a total cafeteria facility size equal to or greater than 5,000 square feet.
- (g) A Local Education Agency facility with an on-site Food Facility

YYYYY. *Wholesale Food Vendor* means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

ZZZZZ. *Yard Waste* means leaves, grass clippings, prunings, pine needles and other natural organic matter discarded from public, commercial, or residential landscapes.

**3. Section 6, Solid Waste and Recyclable Collections Services is hereby amended to add section 6. HH:**

*El Dorado Disposal agrees to act as the Franchisee (Designee) for the County and adhere to the following Sections of Ordinance 5164 as amended or as hereafter amended as the Designee:*

- i. [Section 8.45.030 – Interpretations](#)
- ii. [Section 8.45.070 – Requirements for Haulers](#)
- iii. [Section 8.45.130 – Inspections and Investigations](#)
- iv. [Section 8.45.140 – Enforcement](#)

**4. Section 1V, Contract Administrator, of the Agreement, is amended in its entirety to read as follows:**

The County Officer or employee with responsibility for administering this Agreement is Jeffrey Warren, Director, Environmental Management Department, or successor.

Except as herein amended, all other parts and sections of the Franchise Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Sixth Amendment to Franchise Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Deputy Clerk

**-- WASTE CONNECTIONS OF CALIFORNIA, INC. --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Worthing Jackman  
Chief Executive Officer  
"Franchisee"

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Patrick Shea  
Corporate Secretary