



RESOLUTION NO. XXX-2020

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

RESOLUTION AUTHORIZING A FIFTH 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, Inc., dba El Dorado Disposal Service (“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 Service Franchise Agreement (El Dorado Disposal Franchise Agreement), and to operate the Material Recovery Facility; and

WHEREAS, on August 18, 2015, the El Dorado Disposal Franchise Agreement was amended (First Amendment) to consolidate the services provided by Amador Disposal Service under the Amador Disposal Service Franchise Agreement into the El Dorado Disposal Franchise Agreement and terminate the Amador Disposal Service Franchise Agreement; and

WHEREAS, on August 18, 2015, the Sierra Disposal Service Franchise Agreement was assigned to El Dorado Disposal and the El Dorado Disposal Franchise Agreement was amended (Second Amendment) to consolidate the services provided by Sierra Disposal Service into the El Dorado Disposal Franchise Agreement; and

WHEREAS, the El Dorado Disposal Franchise 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 El Dorado Disposal Service Franchise Agreement was amended (Third Amendment) to provide bi-weekly green waste cart collection services to residents within the community of Grizzly Flats within El Dorado Disposal Area B during the months of May through October of each year, beginning May of 2018; and

WHEREAS, on November 13, 2018, the El Dorado Disposal Service Franchise Agreement was amended (Fourth Amendment) to provide for an automatic term extension for an additional period of twenty (20) years contingent upon El Dorado Disposal’s completion of the new transfer station/Materials Recovery Facility (MRF) by October 20, 2022; and also provided a mechanism for El Dorado Disposal to

recover capital costs invested in the construction of the new transfer station/MRF, subject to approval by the Board of Supervisors, in the event that estimated construction costs significantly exceed the Contractor's 2014 maximum cost estimate of twelve million dollars (\$12,000,000); and

WHEREAS, the use of non-compostable disposable bags, such as large plastic bags, for the containerization of green waste, such as yard clippings, leaves, tree trimmings, brush, and weeds, generated by residential and commercial customers and collected and/or received by El Dorado Disposal are no longer accepted by available composting facilities, resulting in green waste material being landfilled and thereby negatively impacting the County's and State's landfill diversion goals; and

WHEREAS, multiple local jurisdictions have already banned the use of non-compostable disposable bags for the containerization of green waste to be composted or otherwise diverted from landfilling, including Amador County, Sacramento County, and the cities of Auburn, Elk Grove, Folsom, Galt, Grass Valley, Nevada City, Roseville, and West Sacramento; and

WHEREAS, the County finds that the use of non-compostable disposable bags should be eliminated from use for the purpose of disposing of green waste collected and/or received by El Dorado Disposal; and

WHEREAS, the El Dorado Disposal Franchise Agreement stipulates that El Dorado Disposal will provide a spring and fall curbside green waste special pickup to all residential customers in Franchise Areas A, B and C, including green waste placed in non-compostable disposable bags, but does not limit the quantity of green waste material that may be set out nor the manner in which special green waste pickups are scheduled; and

WHEREAS, the County finds that the El Dorado Disposal Franchise Agreement language requires greater specificity such that green waste placed for pickup shall not be containerized in non-compostable disposable bags, the number of compostable bags shall be limited to thirty (30) 40-gallon bags per pickup, or a combination of no more than thirty (30) bags and/or bundles of green waste, and pickups shall be scheduled by the customers with El Dorado Disposal in advance of desired pickups; and

WHEREAS, the El Dorado Disposal Franchise Agreement requires El Dorado Disposal to remit to the County a surcharge of two dollars and seventy cents (\$2.70) per ton for all tons of solid waste exported from the MRF and disposed of at an approved solid waste landfill; and

WHEREAS, the County finds that the current surcharge is not sufficient to support the County's long-term operation, maintenance and monitoring of the Union Mine landfill and compliance with state-mandated diversion programs pursuant to, but not limited to, Assembly Bill (AB) 939, AB 1826, and Senate Bill (SB) 1383; and

WHEREAS, the County further finds that the current surcharge is not sufficient to adequately incentivize El Dorado Disposal to recycle, recover, or otherwise divert solid waste from landfilling to the greatest extent practicable and should be increased.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of El Dorado hereby:

1. Approves the Fifth Amendment to the El Dorado Disposal Service Franchise Agreement, attached hereto as Exhibit A and incorporated herein by reference, and authorizes the chairman of the Board to execute the Fifth Amendment on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the ____ day of _____, 2020, by the following vote of said Board:

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Ayes:
Noes:
Absent:

By: _____
Deputy Clerk

_____ Chair, Board of Supervisors