

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

This Third 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., doing business as El Dorado Disposal Service, (Contractor), dated October 21, 2014, is entered into effective as of January 1, 2018.

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

WHEREAS, Contractor and County entered into a Franchise 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 the Contractor's Agreement; and

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

WHEREAS, Contractor'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, Contractor will provide bi-weekly green waste cart collection service in Area B, solely to the community known as Grizzly Flats (described in Attachment A, Exhibit A-2a), from May through October each year, beginning May of 2018.

NOW THEREFORE, the parties agree as follows:

1. Section 6 D, "Biweekly Service" subsection (3) is hereby added read as follows:

(3) In Area B (Grizzly Flats 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, from May through October each year, beginning May of 2018.

2. 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 and Area B (Grizzly Flats 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 (May through October only for Area B-Grizzly Flats). 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's Customer Service Department and the customer shall determine an appropriate number of blue bags for each customer requesting to continue the 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 (except Grizzly Flats) and C 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.

3. Exhibit A of the Agreement is hereby amended to include *Attachment A, Exhibit A-2a, Definition of Grizzly Flats Community Located in Franchise Service Area B*, attached hereto and incorporated herein by reference.
4. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect.

COUNTY OF EL DORADO

Dated: _____

By:

Chair
Board of Supervisors
County of El Dorado

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

By _____

CONTRACTOR

By:

Dated: _____

Its: President

By:

Dated: _____

Its: Secretary

ATTACHMENT A

EXHIBIT A – 2a

**DEFINITION OF GRIZZLY FLATS COMMUNITY LOCATED IN FRANCHISE
SERVICE AREA B**

All of Sections 15 and 16, the southeast corner of Section 10, southwest corner of Section 11, northwest corner of Section 14, Section 17 east of the Steely Fork Cosumnes River, northeast corner of Section 20, and northwest corner of Section 21, Township 9 North, Range 13 East, M.D.B.&M.