



El Dorado Hills
COMMUNITY SERVICES DISTRICT

**Board of Directors
Ad Hoc Franchise Committee
Meeting Agenda
Parks Conference Room (Downstairs)
1030 St. Andrews Drive, El Dorado Hills**

**Monday, May 21, 2018
4:30 pm**

Wayne Lowery, Director
Noelle Mattock, Director

Estab: May 21, 1962

Mission Statement

"Enhance the quality of life for El Dorado Hills Residents through innovative, responsible leadership and by providing superior services and facilities."

Call to Order

- Pledge of Allegiance
- Roll Call
- Adoption of Agenda¹

Board of Directors' Comments & Future Agenda Items

Public Comment

Presentations and Announcements

None

Receive and File

None

General Business

1. El Dorado Disposal Annual Report Presentation (J. England, R. Vahl)
(Pgs. 3 – 30)

¹**Adoption of Agenda:** This agenda may be amended up to 24 hours prior to the meeting being held. An AGENDA in FINAL FORM is located in the kiosk in front of the District Office as well as each of the El Dorado Hills Fire Stations. Additionally, a copy of the FINAL AGENDA is available on the District's website at www.edhcsd.org. Support material is available for public inspection at the receptionist counter in the District Office. Sessions of the Board of Directors may be recorded and members of the audience are asked to step to the microphone and give their name and address before addressing the Board. For anyone having difficulty hearing, listening assistance headphones are available from the Board clerk.

2. Review and Discuss El Dorado Disposal Rate Increase Request (K. Jackson)
(Pgs. 31- 104)
3. Discuss El Dorado Disposal Revised Performance Measures (K. Jackson)
(Verbal)

Adjournment

*El Dorado Hills 2017 Annual
Review*

Services

Measures

ReCollect

2017

2018



Services



Residential

Commercial

Roll Off

Residential Services

Carts Serviced



Residential

Value Added Programs

Unlimited Yard

Spring
73.43 Tons

Fall
64.79 Tons



Community Clean-up

Spring
46.67 Tons Diverted 27%

Fall
40.37 Tons Diverted 20%



Residential

Value Added Programs



Residential Courtesy Collection Voucher

Weekday Material Recovery Facility Voucher

Weekend Material Recovery Facility Voucher



Commercial Services

AB341 - 99% Compliance

AB1826 - 14 customers meet 2017-2018 threshold, 76 customers will meet threshold in 2019

AB901 - State mandated reporting responsibilities are shifted to El Dorado Disposal



Roll Off Services

A Big Container for a Big Job!

It's not just pick up, IT IS.....
Relationships
Outreach
Diversion



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Review*

Services

Measures

ReCollect

2017

2018



Performance Measures

City of San Francisco Department of Public Works												
Summary of Measures of the State												
Measure	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Residential Outreach	100	100	100	100	100	100	100	100	100	100	100	100
Commercial Outreach	100	100	100	100	100	100	100	100	100	100	100	100
Missed Pick-up Rate	100	100	100	100	100	100	100	100	100	100	100	100
Call Answer Rate	100	100	100	100	100	100	100	100	100	100	100	100
Service Complaint Resolution	100	100	100	100	100	100	100	100	100	100	100	100
Litter Complaint Resolution	100	100	100	100	100	100	100	100	100	100	100	100
Reporting	100	100	100	100	100	100	100	100	100	100	100	100
Rate Adjustments	100	100	100	100	100	100	100	100	100	100	100	100

Residential Outreach

Commercial Outreach

Missed Pick-up Rate

Call Answer Rate

Service Complaint Resolution

Litter Complaint Resolution

Reporting

Rate Adjustments

Residential Outreach



- ✓ *Three billing inserts per year*
- ✓ *Provide "New Residential Packet" to all new residents.*
- ✓ *Provide 6 bi-monthly updates for CSD's solid waste and recycling webpage*

Commercial Outreach



- ✓ *Meet with 9 commercial businesses each quarter*
- ✓ *Provide printed outreach material to commercial businesses*
- ✓ *Include 3 billing inserts per year educating commercial customers*

Missed Pick-Up Rate



Missed pick-up rate for residential customers shall not exceed .005

14,232 customers serviced 1x/week

740,064 services/year

*291 Missed Pick-ups in 2017
0.00039*



Call Answer Rate



Answer customer calls within an average of 3 minutes during the most recently completed operating year



2 minutes 34 seconds



Service Complaint Resolution



Correct 99.95% of valid customer complaints for each operating year

Litter Complaint Resolution



*Correct 99.95% of litter complaints within
48 hours of receipt*



1 Litter Complaint

100% Resolved

Reporting



Submit required reports to CSD within period specified

- (1) Franchise Fee*
- (2) Quarterly Diversion*
- (3) Annual*

Rate Adjustments

	2017	2018	Monthly
	Monthly Rate	Monthly Rate	Adjustment
<i>35 gal</i>	\$25.76	\$26.52	\$0.76
<i>35 gal Sr</i>	\$20.63	\$20.63	\$0.00
<i>64 gal</i>	\$27.62	\$28.43	\$0.81
<i>96 gal</i>	\$38.03	\$39.15	\$1.12

STATE OF CALIFORNIA
OFFICE OF THE DIRECTOR - RESEARCH UNIT
CONSUMER PRICE INDEX CALCULATOR

1 Select an Index

2 Select index type

3 Select beginning month

4 Select beginning year

5 Select ending month

6 Select ending year

Beginning Index value

Ending Index Value

Based upon the Index, index type, and the time period you have specified, the percent change in the Consumer Price Index is equal to

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Services

Measures

ReCollect

2017

2018



Waste Wizard

Another Way to Get Your Information



Top 4
Items
Searched

Top 4 Searched Items

Picked up at your house or Taken to the MRF



Paint Cans



Mattresses



Furniture



Motor Oil

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Services

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2017

2018



2017

Commitment to Excellence



Improvements

AB1826

2017 Improvements

A Focus on the Customer Experiences

- *Tablets*
 - *Safety for Drivers to access route without paper*
 - *Information can be pushed to drivers instantly*
- *Call System*
 - *Spectrum phone system with added features*
- *Payment Process*
 - *One click process*



AB1826 - Organics Recycling

39 Assessed in 2017

14 Required as of Jan 2018

- 6 in Compliance

- 8 not in Compliance

Resources

Local

El Dorado County Community Development Agency Environmental Management Division
(530) 621-5300
<http://www.edcgov.us/EMD/>

El Dorado Disposal
(530) 626-4141
<http://www.eldoradodisposal.com>

South Tahoe Refuse
(530) 541-5105
<http://www.southtahoerefuse.com>

El Dorado Food Bank
(530) 621-9950
<http://www.foodbankedc.org/give-help>

State

Mandatory Organic Recycling (MORe) Home Page
<http://www.calrecycle.ca.gov/Recycle/Commercial/Organics/>

Mandatory Organic Recycling (MORe) Frequently Asked Questions (FAQs)
<http://www.calrecycle.ca.gov/Recycle/Commercial/FAQ.htm>

CalRecycle Food Scrap Management Home Page
<http://www.calrecycle.ca.gov/organics/Food/default.htm>

California Air Resources Board (ARB) Small Business Toolkit
www.CoolCalifornia.org

Sustainability Coordinator-- El Dorado Disposal
Taylor@wexus.org
(530) 313-8322



MANDATORY ORGANICS RECYCLING FOR CALIFORNIA BUSINESSES AND MULTI-FAMILY COMPLEXES

EL DORADO DISPOSAL

Waste Connections

*El Dorado Hills 2017 Annual
Review*

Services

Measures

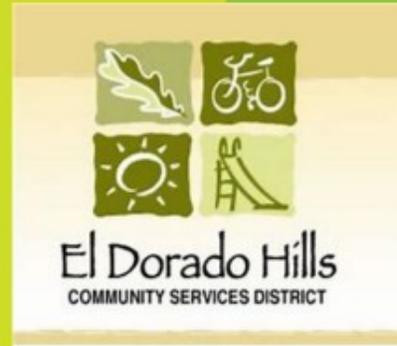
ReCollect

2017

2018



Focus for 2018



SMART
Goals

Four SMART Goals



65% Diverted from Landfills



Decrease Contamination



Give vouchers to all Multi-Family complexes



Collaborate with El Dorado Hills CSD to update franchise language

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Review*

Services

Measures

ReCollect

2017

2018





**EL DORADO HILLS
COMMUNITY SERVICES DISTRICT**

AGENDA REPORT

To: Board of Directors Franchise Committee

From: Katrina L. Jackson, Director of Administration and Finance

Meeting Date: May 21, 2018

Report Date: May 14, 2018

Subject: **Review El Dorado Disposal Rate Increase Request**

Recommended Action: Review and forward to the Board of Directors with support El Dorado Disposal's request for hauling rate increase.

Background: The District contracted with Waste Connection dba El Dorado Disposal in 2010 to provide solid waste services to El Dorado Hills residents. In the agreement, Section 18 "Annual Review of Performance and Quality of Service", states the reporting requirements for satisfactory service delivery. In Exhibit D of the agreement, a performance measure criteria is provided; in which Staff utilizes to track performance.

Discussion: El Dorado Disposal Services has requested a hauling rate increase of 2.94% (Consumer Price Index [CPI] adjustment), as stipulated under Section 20.C of the Collection Franchise Agreement (pages 26-27). This increase is contingent upon satisfactory performance criteria and measures; which has been presented to the Committee by El Dorado Disposal Services.

Staff is recommending the Committee support the request for a full CPI adjustment; as they have successfully met all performance measures listed in the agreement.

Master Plan Strategic Recommendations:

F.9 Continue developing strategic partnerships.

- Formalize all partnerships through written agreements that specify responsibilities, liability, financial and other terms, including provisions for how to transition or end partnerships.
- Meet and communicate periodically with partners to nurture effective partnerships.
- Evaluate partnerships periodically to identify areas for improvement.

Fiscal Impact: None

Attachment:

- A. El Dorado Disposal Request Letter for Rate Increase
- B. Summary of Monthly Performance Measures Outcomes
- C. Waste Connection Franchise Agreement
- D. Outreach and Performance Materials.

**EDH Monthly Performance Standards 2017
Summary of Measures and Due Dates**

	January	February	March	April	May	June	July	August	September	October	November	December	YTD Totals	Points Awarded	Max Points Available	Results Met Measure Y or N
Residential Outreach																
Three billing inserts per year	1	1	1	1	0	1	1	1	0	0	0	1	8	8	3	Y
New resident packet	78	85	125	111	15	168	149	176	176	154	159	141	1537	1537	unlimited	Y
Six bi-monthly updates for the CSD website	1	0	0	1	1	0	0	0	1	0	1	1	6	6	6	Y
Special removal(batteries,bulky,oil)	110	103	158	170	260	196	155	151	168	139	119	151	1880	1880	unlimited	
Point Total													3431	3431	9	
Commercial Outreach																
Meet with 9 commercial businesses per quarter	2	3	4	6	5	8	10	15	9	8	13	0	83	4	4	Y
Three printed outreach pieces sent to businesses per year	0	0	0	0	1	0	0	1	1	0	1	0	4	4	3	Y
Three billing inserts per year	0	0	0	1	0	0	0	1	1	0	0	1	4	4	3	Y
Point Total													91	12	10	
Missed Pick Up																
The missed pickup rate shall not exceed .005 or five per one thousand customers	7	24	8	24	31	30	10	21	34	40	47	15	291			
Total													291			Y
Call Answer rate																
Customer calls shall be answered within an average of 3 minutes (180 seconds)	227	165	111	125	182	212	239	180	182	95	70	64	154.33			
Total Average Call Answer Rate													154.33			Y
Customer Complaints																
Customer shall on average correct 99.95% of customer complaints for each operating year	0	1	0	0	1	0	1	0	0	0	1	0	4			Y
Litter Complaint																
Contractor shall on average correct 99.95% of customer complaints for litter attributive to contractor within 48 hours	0	0	1	0	0	0	0	0	0	0	0	0	1			Y
Reporting																
All reports required to be filed by contractor within the specified time. Specifically refers to franchise fee and diversion reporting-See reporting table below	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%			Y

AMENDED AND RESTATED

FRANCHISE AGREEMENT

BETWEEN

EL DORADO HILLS COMMUNITY SERVICES DISTRICT

AND

**WASTE CONNECTIONS OF CALIFORNIA, INC., doing business as EL DORADO
DISPOSAL SERVICE**

November 29, 2010

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**AMENDED AND RESTATED
FRANCHISE AGREEMENT
BETWEEN
EL DORADO HILLS COMMUNITY SERVICES DISTRICT
AND
WASTE CONNECTIONS OF CALIFORNIA, INC., doing business as EL DORADO
DISPOSAL SERVICE**

This Amended and Restated Franchise Agreement (this "Agreement") is entered into this ____ day of _____, 20__, by and between the EL DORADO HILLS COMMUNITY SERVICES DISTRICT (the "District") and WASTE CONNECTIONS OF CALIFORNIA, INC., a California corporation, doing business as EL DORADO DISPOSAL SERVICE ("Grantee"), for the collection, transportation, processing and disposal of Solid Waste (as defined herein), Recyclable Materials (as defined herein) and Yard Waste (as defined herein). The District and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

R E C I T A L S

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 provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1), the Board of Directors of the District has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of Solid Waste from certain residential, industrial and commercial areas in the District; and

WHEREAS, the District and Grantee are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act (the "RCRA") and the Comprehensive Environmental Response, Compensation and Liability Act (the "CERCLA"); and

WHEREAS, the District has not, and, by this Agreement does not, instruct Grantee on its collection methods, nor supervise the collection of Solid Waste; and

WHEREAS, Grantee has represented and warranted to the District that it has the experience, responsibility, and qualifications to arrange with residents, commercial, industrial, institutional and other entities in the Franchise Area (as defined herein) for the collection and safe transport to disposal facilities of municipal Solid Wastes and Yard Waste and the Recycling of Recyclable Materials, the Board of Directors of the District determines and finds that the public interest, health, safety and well-being would be best served if Grantee were to make arrangements with residents and other entities to perform these services; and

WHEREAS, the Board of Directors of the District declares its intention of maintaining reasonable rates for collection and transportation of Solid Waste within the area covered by this grant of franchise; and

WHEREAS, the District and Grantee have previously entered into that Collection Franchise Agreement, dated as of December 8, 1994 (the "Original Agreement"), certain provisions of which the Parties now wish to amend; and

WHEREAS, the amendments agreed to by the Parties are set forth herein, which, for purposes of convenience, is intended to amend and restate in its entirety the Original Agreement.

A G R E E M E N T

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. – GRANT AND ACCEPTANCE OF EXCLUSIVE RESIDENTIAL AND COMMERCIAL FRANCHISE.

(A) Grant of Franchise. The District grants to Grantee, for the Term and in accordance with this Agreement (including all extensions or renewals), an exclusive privilege and duty to make and enter into independent arrangements with residents and/or owners of Single-Family Units, residents and/or owners of Communal Single-Family Units, residents and/or owners of Multi-Family Units and persons in charge of commercial, industrial, institutional and other entities in the Franchise Area for the collection, transportation and removal to Solid Waste disposal facilities, all Residential, Industrial and Commercial Solid Waste (including discarded Recyclables and discarded Recyclable Material and Construction and Demolition Debris) and all Recyclables and Yard Waste that have been generated within the Franchise Area, and such residents and/or owners shall be obligated to obtain such services exclusively from Grantee at the rates provided in Exhibit B; provided, however, that said franchise shall be a non-exclusive franchise with respect to the collection and transportation of Recyclable Materials that meet the following requirements:

(1) The Recyclable Materials must be generated or accumulated by commercial and/or industrial enterprises or their agents;

(2) The collector and/or transporter of such Recyclable Materials cannot directly or indirectly impose a fee or charge (including, without limitation, by means of a bin or container rental fee, a consulting fee or otherwise) for such services to the commercial and/or industrial customer or their agents; and

(3) The Recyclable Materials must be separated and held in an authorized container on an item-by-item basis by the applicable commercial and/or industrial enterprise or their agents before transportation and disposal.

Notwithstanding the foregoing provisions of Section 1(A)(1)-(3), the District retains the right to specify that this franchise shall not be exclusive for such Recyclable Materials generated or accumulated by commercial and/or industrial enterprises or their agents as may be identified by the District from time-to-time as the need arises. The District shall provide Grantee written

notice that the District intends to declare Recyclable Materials to be subject to non-exclusivity, and such non-exclusivity shall not become effective for one-hundred eighty (180) days from the date therein. Within sixty (60) days of the date of the notice, Grantee may request, and the District shall hold, a public hearing before the Board of Directors as to whether the franchise shall remain exclusive as to the Recyclable Materials identified by the District in its notice.

(B) Acceptance of Franchise. Grantee agrees to be bound by and comply with all the requirements of this Agreement. Grantee waives any right or claim to serve any part of the District under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.

(C) Exceptions to Exclusivity. The exclusive privilege granted by this Agreement shall not apply where:

(1) A person handles, hauls, or transports Solid Waste or Recyclables generated by or from his/her own residence or business operations for purposes of disposing of same at an authorized disposal area or transfer station; or

(2) A person or entity contracts for the removal and disposal or Recycling of inorganic Solid Waste or Yard Waste and such removal and disposal or Recycling are incidental to work such as remodeling or gardening performed by or for the customer.

(D) Sale or Donation of Recyclables. This Agreement is not intended to and does not affect or limit the right of any person to sell any Recyclable Material to any person lawfully engaged in business in the Franchise Area or to donate Recyclable Material to any bona fide charity; provided, however, that all such Recyclable Material is separated by the generator.

(E) Other Services not Provided for in this Agreement. In the event another Solid Waste enterprise proposes to provide other Solid Waste or Recycling services not provided for in this Agreement, Grantee shall have a right of first refusal to be the exclusive provider of such other Solid Waste and Recycling services. In the event Grantee declines or fails to provide such other Solid Waste or Recycling services, the District reserves the right to enter into agreements with other entities for such other Solid Waste and Recycling services.

(F) Enforcement of Exclusivity of Franchise. The District may, in its sole discretion, enforce the exclusivity provisions of this franchise against third-party violators, taking into account the cost of doing so and other factors. Grantee may independently enforce the exclusivity provision of this Agreement against third-party violators, including but not limited to seeking injunctive relief and/or damages, and the District shall use good-faith efforts to cooperate in such enforcement actions brought by Grantee. The District shall not be liable to Grantee in any manner, including any costs or damages, such as lost revenues or lost profits, should any person or entity refuse to use Grantee's Solid Waste collection services and/or performs collection services in competition with Grantee, and in doing so violates the exclusive grant of franchise given to Grantee in this Agreement. In such event, Grantee's, sole and exclusive remedy shall be to seek an injunction, damages or other available judicial relief against any such third person or entity that engages in any conduct or activity which violates Grantee's exclusive franchise rights under this Agreement.

SECTION 2. – DEFINITIONS.

Whenever any term used in this Agreement has been defined by the District Ordinance or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the District Ordinance or Public Resources Code¹ shall apply unless the term is otherwise defined in this Agreement.

(A) “AB 939” shall mean the California Integrated Waste Management Act of 1989, codified at Public Resources Code Section 40000 *et seq.*, as it may be amended from time to time.

(B) “Affiliate” shall mean Grantee, its officers, directors, shareholders, employees and any corporation, limited liability company, partnership, joint venture or other entity directly or indirectly controlling Grantee, or directly or indirectly owned or controlled by Grantee. “Affiliate” includes any other subsidiary of Grantee and includes entities whose financial operations are reported as part of any consolidated financial statements filed by Grantee or its parent company with the U.S. Securities and Exchange Commission.

(C) “Biomedical Waste” shall mean Solid Waste or other materials, substances or items which may be reasonably considered 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, but excluding any such waste which is determined by evidence reasonably satisfactory to Grantee to have been rendered non-infectious, non-pathological and non-biohazardous.

(D) “Board of Directors” or “Board” shall mean the Board of Directors of the District.

(E) “Bulky Waste” shall mean Solid Waste comprised of discarded furniture (including chairs, sofas, mattresses and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing and other similar items commonly know as “white goods”); E-Waste; small appliances (including hair dryers, shavers, toasters and other similar items commonly known as “brown goods”); residential woody wastes other than Yard Waste (including lumber not exceeding four inches (4”) in diameter and five feet (5’) in length). “Bulky Waste” does not mean Solid Waste comprised of Commercial Solid Waste; dirt, rocks and bricks; combustible materials; concrete; Residential Solid Waste; steel pipes; batteries,

¹ To the extent that definitions contained in the District Ordinance conflict with definitions in the Public Resources Code, the former shall control and govern the rights and obligations of the Parties; provided, however, that should the Public Resources Code’s definitions be made obligatory by the state legislature on the District, then the conflicting Public Resources Code’s definitions shall apply.

Hazardous Waste; or heavy materials such as auto bodies, engines, transmissions and other large vehicle parts such as car doors, bumpers and camper shells.

(F) “CIWMB” shall mean the California Integrated Waste Management Board.

(G) “Commercial Solid Waste” includes all types of Solid Wastes generated by commercial, industrial, governmental and other sources that have been placed in an authorized Solid Waste container used for the temporary storage of Solid Waste awaiting pickup. The term “Commercial Solid Waste” does not include Hazardous Waste (except household Hazardous Waste inadvertently commingled with Solid Waste), Biomedical Waste and Special Waste.

(H) “Communal Single-Family Units” shall mean two (2) or more separate dwellings which are situated on or among communal real property (*e.g.*, a mobile home park, duplexes, condominium complex, townhouses, etc.) which receive either communal Solid Waste and/or Recycling services or individual Solid Waste and/or Recycling services.

(I) “Compostable Materials” shall mean plant material (leaves, grass clippings, branches, brush, flowers, roots, pine needles and pine cones, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens; and biodegradable waste otherwise approved for the Yard Waste program by Grantee and the District. It may also include pre-or post-consumer food waste, if Grantee begins a food waste collection program within the District. It excludes loose soils, plastics and synthetic fibers, lumber, and wood or tree limbs over three inches in diameter or three feet in length; human or animal excrement, and any soil or other materials contaminated with hazardous substances.

(J) “Construction and Demolition Debris” shall mean Solid Waste generated by or resulting from construction or demolition-related activities including, but not limited to, building, construction, deconstruction, demolition, excavation, grading, improvement, land clearing, reconstruction, remodeling, renovation, repair, site clean-up, or any activity relating to any of these activities.

(K) “District Ordinance” shall mean Ordinance No. 65- 1 and any amendments thereto or any superseding District Ordinance regarding Solid Waste disposal.

(L) “E-waste” or “Electronic Waste” shall mean discarded electronic equipment such as stereos, radios, speakers, televisions, computers, monitors, VCRs, printers, copiers, facsimile machines, DVDs, microwaves, telephones and similar items (including cathode-ray tubes and other universal waste which may require special handling).

(M) “Franchise Area” shall mean the boundaries of the Franchise Area, together with all areas added to or deleted from the Franchise Area due to annexation or de-annexation, which added areas shall be automatically included within the Franchise Area on completion of the annexation, and all areas that shall otherwise be added to the Franchise Area due to amendments and changes thereto resulting from amendments to this Agreement. The current boundaries of the Franchise Area are shown by the Map attached hereto as Exhibit A, and includes the District. Exhibit A shall be amended or replaced from time to time to reflect any and all changes to the Franchise Area.

(N) “Franchise Fee” shall mean the fee or assessment imposed by the District on Grantee solely because of its status as Party, and which, *inter alia*, is intended to compensate the District for its expenses in administering this Agreement and to fund other waste management activities.

(O) “Grantee” shall mean the entity granted the Franchise to arrange for the collection of Solid Wastes, Recyclables and Yard Waste pursuant to this Agreement. Grantee shall also mean any assignee, transferee or successor in interest of Grantee.

(P) “Gross Revenues” shall mean any and all revenue or compensation in any form actually collected directly or indirectly by Grantee, its affiliates, subsidiaries, parents or any other entity in which Grantee has a financial interest from collecting, transporting, arranging, and handling and/or disposing of franchised Solid Wastes generated in the Franchise Area, but excluding revenue from the sale of Recyclable Materials and excluding amounts not actually collected from customers.

(Q) “Hazardous Waste” or “Hazardous Materials” shall mean any and all of the following:

- (1) Wastes, materials or substances defined or characterized as hazardous waste by the Federal Solid Waste Disposal Act, as amended, including the RCRA, as amended from time to time, or regulations promulgated thereunder;
- (2) Waste, materials or substances defined or characterized from time to time as hazardous waste by the principal agencies of the State of California (including without limitation the Department of Health Services, the Department of Toxic Substances Control, the California Water Resources Control Board, and the CIWMB) having jurisdiction over hazardous waste generated by facilities within the State, and pursuant to any other applicable government regulations;
- (3) Wastes, materials or substances, the storage, treatment, transportation or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2654, as amended from time to time, or regulations promulgated thereunder;
- (4) Radioactive wastes, materials, substances or items, the storage, treatment, transportation or disposal of which is subject to government regulations; and
- (5) Wastes, materials, substances or items that contain polychlorinated biphenyls.

The term “Hazardous Waste” will be construed to have the broader, more encompassing definition where a conflict exists in the definitions employed by two or more governmental entities having concurrent or overlapping jurisdiction over Hazardous Waste.

(R) “Industrial Solid Waste” shall mean all Solid Waste and semi-solid waste which results from industrial processes and manufacturing operations, except for Hazardous Waste, Biomedical Waste and Special Waste.

(S) “Materials Recovery Facility” or “MRF” shall mean a Materials Recovery Facility in which various types of Recyclable Materials are separated from Solid Waste and from other Recyclable Materials, for the purpose of recovering and Recycling those materials.

(T) “Materials Recovery Services” shall mean the Processing of Solid Waste and Recyclable Materials at permitted Materials Recovery Facilities and the subsequent recovery, reuse, Recycling, or other diversion of such materials from landfilling in such a manner that the District receives diversion credit for such materials and activities by the CIWMB.

(U) “Multi-Family Units” shall mean a dwelling which includes two or more individual living units and which receives communal Solid Waste and/or Recycling services.

(V) “Operating Year” shall mean the twelve- (12) month period from July 1st to June 30th, or any portion thereof, during the Term.

(W) “Permanent Household Hazardous Waste Collection Facility” or “PHHWF” shall mean the permanent household hazardous waste collection facility constructed by Grantee or its Affiliates at the WERS Material Recovery Facility.

(X) “Processing” or to “Process” shall mean the separation, sorting, handling, and/or baling of Solid Waste and/or Recyclable Materials by automated or manual means at a Materials Recovery Facility, for the purpose of Recycling a portion of these materials. Material that is received at a Materials Recovery Facility and is directly loaded into a transfer van or other vehicle for delivery to a landfill for disposal without Recyclable Materials being sorted, separated, and handled and/or baled therefrom has not been Processed within the meaning of this definition.

(Y) “Recovered Materials” shall mean all Recyclable Materials that are removed for Recycling by Grantee from the total tonnage of all Solid Waste collected by Grantee in the Franchise Area whether these materials are source separated or commingled upon collection, and Recyclable Materials recovered from Solid Waste generated within the Franchise Area as a result of Grantee’s Material Recovery Services. Recovered Materials shall also include Recyclable Materials received by Grantee at any buy-back center, or by means of any other Recycling program operated by Grantee. All such Recyclable Materials must be Recycled by Grantee to be considered “Recovered Materials.”

(Z) “Recyclables” and “Recyclable Material” shall mean discarded materials that are reused, recovered or Processed (or are in the future reused or processed) into a form suitable for reuse through reprocessing or remanufacture, and/or that qualify as diversion from landfilling consistent with the requirements of AB 939 and regulations thereunder. The terms “Recyclables” or “Recyclable Material” also include materials that are transformed to produce fuel, Compostable Materials, Recyclable Construction and Demolition Debris, alternative daily cover, materials processed for land application or as feed for livestock; provided, however, all such uses and applications qualify as diversion consistent with the requirements of AB 939 and

regulations thereunder, and any other uses or applications that qualify as diversion consistent with the requirements of AB 939 and regulations thereunder. The terms “Recyclable” or “Recyclable Material” include but are not limited to paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, Compostable Materials, brick and stone in reusable size and condition, and such other materials designated by the District, or designated as Recyclables by the CIWMB, or any other agency with jurisdiction.

(AA) “Recycling,” “Recycle” and “Recycled” refer to the recovery, reuse, transformation, Recycling or other diversion of Recycled Materials from landfilling in such a manner that the District receives diversion credits for such materials and activities by the CIWMB.

(BB) “Residential Solid Waste” shall mean all types of Solid Waste that originate from Single-Family Units and from Communal Single-Family Units that receive collection and/or Recycling service on an individual basis.

(CC) “Single-Family Unit” shall mean a dwelling that receives individual Solid Waste and/or curbside Recycling service.

(DD) “Solid Waste” shall mean all putrescible and nonputrescible solid, semisolid, and liquid wastes, as further defined in Section 40191 of the Public Resources Code, excluding, however, Hazardous Waste (except household Hazardous Waste inadvertently commingled with Solid Waste), Biomedical Waste and Special Waste.

(EE) “Special Waste” shall mean any designated wastes, as defined in 23 Cal. Code of Regs. Section 2522, and special handling waste generated by industrial facilities or processes, but shall not include Hazardous Waste as defined herein. “Special Waste” shall include: asbestos, sewage sludge, water treatment sludge, drilling muds, greasewastes, septage, contaminated soils, shredder waste, agricultural wastes, filter cake/dewatered sludge, spent catalyst fines, refinery ash and byproducts; except where any such wastes are deemed to be Hazardous Waste.

(FF) “WERS Material Recovery Facility” or “WERS MRF” shall mean the Material Recovery and transfer Facility owned by Grantee in which various types of Recyclable Materials are separated from Solid Waste and from other Recyclable Materials, for the purpose of recovering and Recycling of those materials, and where Solid Wastes, Recyclable Materials and Compostable Materials are transferred (or may at some time in the future be transferred) for re-loading and disposal at a landfill activity and/or processing at another MRF.

(GG) “Yard Waste” shall mean plant material, grass, leaves, weeds, plant and tree trimmings, houseplants, small amounts of sod (less than 60 pounds), branches and twigs (up to four inches (4”) in diameter and four feet (4’) long), and small trees free of tinsel, ornaments, and flocking; provided that such trees are cut into sections less than four feet (4’) long and have a base of less than four inches (4”) in diameter. “Yard Waste” shall not include plastic or synthetic bags, animal waste or litter, dead animals, rocks/gravel, cement/concrete, loose soil, lumber/wood, fencing material, metal, Solid Waste, hoses, garden tools, bricks and tile,

Construction and Demolition Debris, nursery pots, tinsel, ornaments, flocking, Hazardous Waste, Biomedical Waste, Special Waste, and Yard Waste not placed in the appropriate Yard Waste Container.

SECTION 3. – FRANCHISE FEE.

Grantee shall pay to the District a Franchise Fee set by Board of Directors resolution, which said fee shall be a percentage of the Gross Revenues derived by Grantee from operations pursuant to this Agreement. However, such Gross Revenues shall not include revenues received by Grantee or any of its Affiliates from operations not conducted pursuant to this Agreement, including but not limited to operations at the Union Mine Landfill, operations pursuant to the Materials Recovery Facility Franchise and Service Agreement, and revenues derived solely from the passive investment of Grantee's prior earnings. The Franchise Fee is initially set at five percent (5%) of Gross Revenues, and from time to time may be adjusted by the Board of Directors. The Franchise Fee shall be due and payable quarterly within forty-five (45) days following the end of each quarter. If payment is not received within said forty-five (45) day period, interest may accrue thereon at the discretion of the District's General Manager at the maximum interest rate permitted under California law. The District shall give Grantee a minimum ninety (90) days notice of any changes in the Franchise Fee. Any increase in the Franchise Fee shall result in a corresponding rate adjustment to Grantee's rates and/or be passed through to Grantee's customers.

SECTION 4. – COMPLIANCE WITH LAWS AND REGULATIONS.

Grantee warrants that it will comply with all applicable federal and state laws legally binding on Grantee in effect during the Term, including implementing regulations, as they may, from time to time, be amended, specifically including, but not limited to the CERCLA, the RCRA, AB 939, and all other applicable laws of the United States and the State of California. Moreover, Grantee shall comply with all local laws and regulations applicable to Grantee to the extent they are not inconsistent with the terms of this Agreement. Grantee shall comply with all final and binding judgments entered against Grantee regarding its services performed under this Agreement. If an area is exempted from mandatory service by resolution, Grantee shall not be required to provide service to that area. However, if Grantee elects to provide service to any person or entity in an exempt area, the District and Grantee shall meet and agree on the terms of such service, including, but not limited to, rates charged and the type and frequency of service.

SECTION 5. – FRANCHISE AREA.

The Franchise Area granted by this Agreement shall be all residential, commercial and industrial areas within the boundaries of the District as they exist on the effective date of this Agreement, as identified in Exhibit A, and as they may hereafter be changed by reason of annexation or de-annexation. However, nothing in this Section shall preclude the District from exempting, by resolution, at its sole discretion, certain rural or agricultural areas from the mandatory service requirements of this Agreement.

SECTION 6. – SERVICES PROVIDED BY GRANTEE.

(A) District to Approve all Services.

(1) The nature of the services Grantee offers and provides to customers residing or doing business in the Franchise Area shall be determined by the Board of Directors. The Board of Directors may change the level of such services from time to time on reasonable notice to Grantee; provided, however, that the Board of Directors may adjust Grantee's rates to reflect the change in service levels. The services that Grantee offers and provides to its customers affected by this Agreement shall be subject to the prior approval of the Board of Directors or its designee. Nothing in this Agreement, however, shall be construed or interpreted as authorizing the District to reduce or adversely affect Grantee's exclusive franchise rights as specified in Section 1(A).

(2) The services and equipment that Grantee is required to provide to its customers under this Agreement are set forth in Exhibit B attached hereto and made a part hereof by this reference.

(B) Service Periods. Collections of Solid Waste from each customer in the Franchise Area shall be not less often than once each week for Single-Family and Communal Single-Family Units which receive individual rather than communal service and as often as Grantee shall negotiate with customers in all other locations. Collections of Yard Waste and Recyclable Materials from each customer in the Franchise Area shall be not less often than once every two weeks for Single-Family and Communal Single-Family Units which receive individual rather than communal service and as often as Grantee shall negotiate with customers in all other locations. Only closed trucks shall be used for residential collections.

(1) Single-Family Units. Grantee shall collect from Single-Family Units Solid Waste (except Bulky Waste, Hazardous Waste (except household Hazardous Waste inadvertently commingled with Solid Waste), Biomedical Waste and Special Waste), Recyclables and Yard Waste, at curbside or other authorized collection station(s).

(2) Communal Single-Family Units. With respect to Communal Single-Family Units, Grantee shall either: (a) provide individual waste cart Solid Waste collection for each unit; or (b) empty all communal Solid Waste Containers, depending upon the needs of the particular Units at issue. Whether service is provided by pick up of individual curbside containers or by emptying communal containers shall be decided upon after consultation with the person or entity in charge of the communal property (*i.e.*, property manager, homeowner's association, etc.), and frequency of service shall be made not less than once per week, and more frequently if required to handle the waste stream of the premises where the containers are located, in a manner consistent with public health and safety. Communal Single-Family Units which receive individual service shall be billed on an individual basis with notice to the owner of the underlying real property that the owner's property may be liened for any unpaid bills. Communal Single-Family units which receive communal service shall be billed by sending a single bill to the person or entity in charge of the communal property.

(3) Multi-Family Units. Grantee shall empty all Multi-Family authorized Solid Waste containers not less often than once per week, and more frequently if required to handle the Multi-Family Unit waste stream of the premises where the containers are located, in a manner consistent with public health and safety.

(C) Hours of Collection. Grantee agrees that, in order to protect the peace and quiet of residents, its arrangements for the collection of Solid Waste will provide that collections for residential areas shall not start before 5 a.m. or continue after 7 p.m., six (6) days per week, and that collections for commercial areas shall not start before 4 a.m. or continue after 7 p.m., six (6) days per week. No residential collection activity shall take place on Sundays and shall take place on Saturdays only when necessary for Holiday collections. Grantee agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of the District where early collection activities have generated numerous complaints from nearby residents.

(D) Collection on Holidays. Grantee will provide in its service arrangements that if the day of collection on any given route falls on a legal holiday (*i.e.*, New Year's Day or Christmas Day), observed by the materials recovery facility, landfill or other lawful disposal site to which Solid Waste collected within the Franchise Area is taken for disposal, Grantee shall provide collection service for such route on the work day next following such Holiday and shall not provide collection service on such Holiday, and all subsequent collection days during that Holiday week shall be moved back one (1) day in the discretion of Grantee.

(E) Additional Services and Support. Grantee shall provide free pick up and Solid Waste collection and disposal service to any District-owned or operated facility, including, but not limited to, its parks, swimming pools, tennis courts and offices. The frequency of such services shall be determined by the District and Grantee as required to handle the waste stream of the various premises in a manner consistent with public health and safety.

(F) Pick-Up of Illegally Dumped Waste. Grantee agrees to provide free on-demand pick-up and disposal of illegally-dumped Solid Waste anywhere in the Franchise Area upon the District's request, except where it is economically or technically infeasible to do so. Grantee shall provide this service within two (2) calendar days of the District's request. Grantee's reasonable costs of this service shall be included within Grantee's rate base for purposes of calculating and setting rates.

(G) Special Assistance Services. Grantee agrees to accommodate those customers receiving Residential Solid Waste service who are unable to place their Solid Waste and Recyclables at curbside due to illness, physical constraints or other verifiable reasons; provided, however, any customer requesting such special assistance shall provide written evidence from a licensed physician describing the reason(s) why such customer is unable to place his or her Solid Waste and Recyclables at curbside.

(H) Annual On-Call Bulky Waste Pick-Up. Grantee will mail, on an annual basis, one (1) coupon to all residential customers in the Franchise Area allowing them to request free Bulky Waste pick-up for, as described in Exhibit B, on an "on-call" basis, by appointment set between the customer and Grantee. Bulky Waste need not be placed in special containers for collection. Grantee shall pick up one item of Bulky Waste left for collection at curbside by the customer; provided, however, that such Bulky Waste pick-up shall be limited to two and one-half (2.5) cubic yards in size (equivalent to one regular sofa or couch, one appliance or white goods). Grantee shall have no duty or responsibility to collect any Hazardous Waste, Biomedical Waste or Special Waste except as otherwise required in this Agreement. The form and conditions of

the coupon shall be approved in advance by the District. Grantee shall send this coupon to its residential customers once each year.

(I) Free MRF Coupons. Grantee will mail, on an annual basis, two (2) coupons to all residential customers in the Franchise Area allowing them to dispose of up to four (4) cubic yards of unsorted Solid Waste (or an equivalent value for disposal of other items) at the WERS Materials Recovery Facility, as described in Exhibit B. The form and conditions of the coupons shall be approved in advance by the District. Grantee shall send these coupons to its residential customers once each year.

(J) Clean-Up Days. Twice per year throughout the Term, Grantee shall provide, in addition to regularly scheduled service, a clean-up event pursuant to guidelines established by Grantee and approved by the District, for the disposal of Solid Waste and Recyclables by Single-Family Units and Multi-Family Units in addition to each customer's normal collection service. The dates for each event shall be proposed by Grantee and approved by the District.

(K) Green Initiatives. Grantee agrees that it shall use commercially reasonable efforts to explore improved management practices, including the use of new technologies, to help allow Grantee to execute new environmentally sensitive strategies that may include, but will not be limited to, the following:

(1) Reduction of waste management activity-based green house gas and carbon release emissions;

(2) Identifying improved control technologies to control odor and noise;

(3) Identifying improved management practices to ensure that operations at the WERS Materials Recovery Facility are screened from local view and that operation occurs with a minimum of off-site noise and odor impacts;

(4) Making recommendations on materials collected for Recycling, reuse, salvaging, or household Hazardous Waste acceptance at the WERS Materials Recovery Facility;

(5) Next generation waste handling and planning, including strategic planning and development of additional and/or expanded facilities and/or closing of existing facilities consistent with policies adopted by the District;

(6) Other improved management practices; and

(7) Other waste management technologies.

(L) Public Education. Grantee acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve AB 939 requirements. Accordingly, Grantee agrees to take direction from the District to exploit opportunities to expand public and customer knowledge concerning needs and methods to reduce, reuse and Recycle Solid Waste and to cooperate fully with the District in this regard. Grantee shall maintain its own program of providing information relevant to billing and Solid Waste services, issues and needs with its bills. Grantee shall also include in customer bills additional information, including

information on Recycling programs, as directed by the District. Grantee shall bear all labor costs with respect to inserting public education materials with the billings. The District shall bear any additional postage expense resulting from the District's inserts and shall bear other expenses related to the inserts to the extent said expenses are clearly in excess of Grantee's normal billing costs. All public education materials shall be approved in advance by the District. At the direction of the District, Grantee shall participate in and promote AB 939 activities and other Solid Waste management techniques at community events and local activities. Such participation would normally include providing, without cost, educational and publicity information promoting the goals of the District's Solid Waste program.

(M) Participation in RecycleBank Program. For the shorter of (A) the remainder of the Term and (B) so long as Grantee continues to participate in the RecycleBank program with regard to the District, Grantee shall offer the RecycleBank program to all residential units located in the District and served pursuant to the Agreement. This program offers incentives, in the form of discounts to local businesses and opportunities to contribute RecycleBank credits to various educational and charitable organizations, to District residents in proportion to the quantity of Recyclables Recycled through Grantee. Grantee shall use commercially reasonable efforts to maintain its affiliation with the RecycleBank program and to continuously offer such program to all residential units located in the District and served pursuant to this Agreement.

(N) Buyback Center and Recycling Drop-off. Grantee shall provide a secured and staffed site (the "Buyback Center") to (i) provide Recyclable Material buyback services to the public and (ii) allow residents in the District that are served pursuant to this Agreement to drop-off personally-generated additional Recyclable Material and Yard Waste overflow. Grantee shall operate the Buyback Center during hours that are reasonably acceptable to both Grantee and District; provided, however, the Parties agree and acknowledge that the California Department of Conservation may, through the adoption of rule or regulations or otherwise, limit how and when Grantee may operate the Buyback Center, and the Parties hereby agree to abide by any and all of such limitations.

(O) Website. Grantee shall maintain a website containing information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), days of collections, the amount and manner of Solid Waste to be collected, service level and inquiry/complaint procedures, including the name, address and local telephone number of Grantee. Grantee shall notify the District and its customers of the address of its website.

(P) Christmas Tree Chipping Program. Once per year throughout the Term, Grantee shall co-sponsor a Christmas tree chipping program with the District and the El Dorado District of the Boy Scouts of America. As part of the program, Grantee shall provide for two (2) consecutive eight (8)-hour days: (i) one (1) wood chipper, (ii) sufficient containers for the collection of wood chips generated by the wood chipper, (iii) sufficient drivers and trucks for the hauling of such wood chips, and (iv) an operator for the wood chipper.

SECTION 7. – BIOMEDICAL, HAZARDOUS AND SPECIAL WASTE.

(A) Reserved Rights. The District reserves the right to contract with other parties to have Biomedical, Hazardous and Special Waste collected, transported, disposed of, processed and/or diverted.

(B) Biomedical, Hazardous and Special Waste. Grantee shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of material defined as Hazardous Waste, Biomedical Waste and Special Waste herein. Grantee shall negotiate separate contracts and rates for Hazardous Waste, Biomedical Waste and Special Waste collection with each individual customer, which rates shall not require advance District approval but may be reviewed by the District in its discretion at the request of any such customer. All revenues received by Grantee for the collection, transport and disposal of Hazardous and Special Waste shall be included in Grantee's gross revenues for purposes of calculating Grantee's Franchise Fee to the District. The District reserves the right to franchise other parties to perform Biomedical, Hazardous and Special Waste handling services.

SECTION 8. – DIRECTION OF DISPOSAL OF SOLID WASTE.

(A) District's Jurisdiction. The Parties agree that the District currently has jurisdiction to regulate the collection, removal, handling and disposal of all Solid Wastes generated in the Franchise Area. The intent of this Agreement is to regulate Residential, Commercial and Industrial Solid Waste, Recyclable Material and Yard Waste handling service. However, this Agreement does not regulate the collection, removal and disposal of Biomedical Waste, Hazardous Waste, or Special Waste, irrespective of origin. Throughout the Term, unless the District gives notice as provided for herein and subject to the terms of this Agreement, it shall be Grantee's sole responsibility and duty to dispose of the Solid Waste collected by virtue of this Agreement and do so in a safe manner and in compliance with all federal, state and, to the extent not inconsistent with this Agreement, local laws and regulations.

(B) Grantee to Use Fully Permitted Disposal Facility. Grantee shall be responsible for choosing the facility for disposal of Solid Waste under this Agreement; provided, however, that any landfill used by Grantee must be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"). The landfill must have all required permits for federal, state, regional, county and city agencies and necessary for it to operate as a Class II or III Sanitary Landfill and be in full regulatory compliance with all such permits. Grantee shall provide copies to the District of all notices of violations that could affect Grantee's ability to perform under this Agreement, or amendments to permits including any extensions. The landfill should not maintain the co-disposal of municipal Solid Waste and Hazardous Waste (other than Household Hazardous Waste) in the same lined cell.

Any landfill used by Grantee must be authorized to accept, under its existing permits, and have sufficient uncommitted capacity to accept, all Solid Waste delivered to it from the Franchise Area for the Term. Grantee shall immediately notify the District of any notice of breach or default received from the landfill. Grantee shall ensure that the landfill is in full compliance with all closure and post-closure planning requirements applicable to the landfill, and the landfill has posted with the applicable governmental authorities all required financial assurances for closure and post-closure.

(C) Grantee to Use Fully Permitted Materials Recovery and Transfer Facilities. Any Materials Recovery or transfer facilities used by Grantee must be designed and constructed in accordance with all applicable laws and regulations. The facilities must have all required permits from federal, state, regional, county and city agencies necessary for them to operate and be in full regulatory compliance with all such permits. Grantee shall provide copies to the District of all notices of violations respecting any such facility used by Grantee that could affect Grantee's ability to perform under this Agreement, or amendments to permits, including any extensions. Any such facility must be authorized to accept, under its existing permits, and have sufficient uncommitted capacity to accept, Solid Waste and Recyclables delivered to it from the Franchise Area for the Term.

(D) Disposal in Compliance with Laws and Regulations. Throughout the Term, it shall be Grantee's sole responsibility and duty to dispose of the Solid Waste collected by virtue of this Agreement, and do so in a safe manner and in compliance with all federal, state and, to the extent not inconsistent with this Agreement, local laws and regulations.

SECTION 9. – INSURANCE AND CASH BOND.

(A) Insurance. Grantee agrees to be bound by the terms and provisions of Exhibit F, incorporated herein by reference.

(B) Cash Bond.

(1) Contemporaneously with the execution of this Franchise Agreement, Grantee shall deposit a cash bond in the sum of One Hundred Thousand Dollars (\$100,000.00) in an interest bearing account. Each year thereafter, the amount of the cash bond shall be equal to fifty percent (50%) of the prior year annual Franchise Fee paid by Grantee to the District or One Hundred Thousand Dollars (\$100,000.00), whichever is greater. The cash bond shall be on terms acceptable to the District Counsel. The cash bond shall serve as security for the faithful performance by Grantee of all the provisions and obligations of this Franchise Agreement. All interest shall be paid to Grantee.

(2) After ninety (90) days following Grantee's failure to pay the District an amount owing under this Franchise Agreement plus interest at the maximum rate allowed by law per annum, the cash bond may be assessed by the District upon five (5) days' prior written notice, or such other notice as required by this Agreement, to Grantee for purposes including, but not limited to:

(a) Failure of Grantee to pay the District sums due under the terms of the Franchise Agreement;

(b) Reimbursement of costs borne by the District to correct Franchise Agreement violations not corrected by Grantee, after due notice; and

(c) Monetary remedies or damages assessed against Grantee due to breach of Franchise Agreement.

(d) Any amounts expended by the District to perform emergency services.

(3) Grantee shall deposit a sum of money sufficient to restore the cash bond to the original amount within thirty (30) days after notice from the District that any amount has been withdrawn from the cash bond.

SECTION 10. – TERM.

The term of this Agreement shall commence immediately upon execution and terminate on June 30, 2030 (the “Term”).

SECTION 11. – FRANCHISE TRANSFERABLE; DISTRICT CONSENT REQUIRED.

(A) No Assignment Without Consent. The franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Grantee, by act of Grantee, without the prior written consent of the District expressed by resolution. Any attempt by Grantee to assign this franchise without the consent of the District shall be void.

(B) Obligations Regarding Assignment. The District shall not unreasonably delay or withhold its consent to a transfer of the franchise granted by this Agreement to other residents of the Franchise Area or to another legal entity owned and controlled by such residents. The District may impose reasonable conditions of approval on any transfer of this Agreement transfer. Grantee acknowledges that the District may refuse, without further reason or justification, the requested transfer or assignment of this Agreement to persons who are not residents of the District or to entities owned by such non-local residents.

(C) Assignment Defined. The term “assignment” shall include any dissolution, merger, consolidation or other reorganization of Grantee, which results in change of control of Grantee, or the sale or other transfer of a controlling percentage of Grantee’s capital stock to a person not a shareholder, immediate family member, management employee or principal of Grantee or to an Affiliate on the date of the execution of this Agreement.

(D) Change in Control Defined. The District’s consent is required for any change in control of Grantee. “Change in control” shall mean any sale, transfer or acquisition of Grantee. If Grantee is a corporation, any acquisition of Grantee’s voting stock by a person, or group of persons acting in concert, who already owns less than fifty percent (50%) of the voting stock, which results in such person or group of persons’ ownership of more than fifty percent (50%) of Grantee’s voting stock, shall be deemed a change in control; provided, however, any transfer of ownership of any or all of the stock or assets of Grantee to an Affiliate, immediate family member, management, employees or principal of Grantee shall not constitute a change in control.

(E) Breach. Any change in control of Grantee occurring without prior District approval shall constitute a material breach of this Agreement.

(F) District's Option to Terminate. In the event Grantee herein attempts to assign or subcontract this Agreement or any part hereof or any obligation hereunder, the District shall have the right to elect to terminate this Agreement forthwith, without suit or other proceeding.

(G) Exception. Notwithstanding any other provision in this Section, Grantee or its shareholders may, without consent of the District, transfer ownership of Grantee's capital stock to an Employee Stock Option Plan or to current management employees of Grantee or to members of the immediate family of the shareholders of Grantee.

(H) Involuntary Assignments. Each or any of the following acts shall be considered an involuntary assignment providing the District with the right to elect to terminate this Agreement forthwith, without suit or other proceeding:

(1) If Grantee is or becomes insolvent, or makes an assignment for the benefit of creditors;

(2) If Writ of Attachment or Execution is levied on this Agreement or other property of Grantee such that would affect Grantee's ability to perform its duties and obligations under this Agreement; and

(3) If in any proceeding to which Grantee is a party, a Receiver is appointed with authority to take possession of Grantee's property such that would affect Grantee's ability to perform its duties and obligations under this Agreement.

(I) Conditions to Obtaining District's Consent. The District's consent to an assignment or change of control may be withheld if, inter alia, the following conditions are not satisfied:

(1) Grantee shall give the District at least ninety (90) days advance written notice of Grantee's intent to sell, transfer or assign this Agreement. As part of that notice, Grantee shall provide to the District the following written information:

(a) The name, address and telephone number of the proposed assignee.

(b) The character of the legal entity owning or controlling the assignee, and the names, addresses and telephone numbers of all principals, partners, and/or shareholders thereof, as the case may be.

(c) A copy of any and all purchase and assignment agreements containing, at a minimum, the terms and conditions of the sale, transfer or assignment of this Agreement and of Grantee's Solid Waste and Recycling business; provided, however, that the dollar amount of any financial consideration may be deleted from said copies unless and until said information becomes relevant to the review of Grantee's transferee's rates under this Agreement; provided further, however, that nothing in this Agreement shall obligate the District to treat any of said acquisition costs as an allowance expense of said transferee for rate setting purposes.

(2) The proposed transferee must be shown, by credible and sufficient evidence, to be qualified, by financial condition, background and experience to be able to fully assume and satisfactorily perform all of Grantee's obligations hereunder, and, particularly, to be able to perform under this Agreement in a fashion that will assure the District of complying with AB 939 and its SRRE.

(3) Grantee cannot be in default under any of the material terms and conditions hereof.

(4) The transferee must be willing to, in writing, assume all of the obligations hereunder.

SECTION 12. – FRANCHISE TRANSFER; FEES.

(A) Transfer Fee. Any application for a franchise transfer shall be made in a manner prescribed by the District General Manager. The application shall include a transfer fee in an amount to be set by the District by Resolution of the Board of Directors, to cover the anticipated cost of all reasonable and substantiated direct administrative expenses of the District, including consultants and attorneys, reasonably necessary to adequately analyze the application and to reimburse the District for all direct and indirect expenses. Such transfer fee shall not exceed Ten Thousand Dollars (\$10,000). The District's request for reimbursement shall be supported with written evidence of the expense or cost incurred. The applicant shall pay such bills within thirty (30) days of receipt of such evidence.

(B) Non-Recoverable Costs. These franchise transfer fees are over and above any Franchise Fees specified in this Agreement and shall not be recoverable costs for rate setting purposes.

SECTION 13. – TERMINATION.

Each of the following shall constitute a material breach of this Agreement on the part of Grantee:

(A) Material Breach of Grantee's Obligations. The material failure or refusal of Grantee to comply with the obligations and duties imposed on Grantee pursuant to this Agreement. In the event of any material breach of any of the terms of this Agreement by Grantee as described in this Section, the District and Grantee shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the Parties are unable to agree on the informal resolution or cure of the breach, the District shall have the right to terminate this Agreement if:

(1) The District shall have given prior written notice to Grantee specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of Grantee, and

(2) Grantee has not corrected such default or has not taken reasonable steps to commence to correct the same within thirty (30) days from the date of the notice given pursuant

to Section 13(A)(1) or thereafter does not diligently continue to take reasonable steps to correct such default.

(B) Events of Insolvency. Grantee: (i) being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (ii) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against Grantee under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) Days; or (iii) taking any action approving of, consenting to, or acquiescing in, any such proceeding; or (iv) being a party to the levy of any distress, execution or attachment upon the property of Grantee which shall substantially interfere with Grantee's performance hereunder. In the event of Grantee being or becoming insolvent or bankrupt, Grantee shall: (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) promptly cure any failure to perform its obligations or any event of default arising under this Agreement for reasons other than the event set forth in this paragraph; and (iii) provide adequate assurance of future performance under this Agreement under 11 USC Section 365(b)(1)(c), or any successor provision of the Federal Bankruptcy Code. The foregoing provisions shall not prevent the District from requesting such other conditions to assumption of this Agreement, as it deems reasonable and necessary.

(C) No Waivers. Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach or to be construed as approval of a course of conduct.

(D) Termination. Upon the occurrence of a material breach and the declaration of termination of this Agreement by the Board of Directors, this Agreement and the franchise granted thereunder shall be of no further force and effect, excepting those provisions concerning the District's right to indemnity and to temporarily assume Grantee's obligations. The District then shall be free to enter into whatever other arrangements are deemed justified and necessary for the collection, removal and disposal of Solid Waste within the Franchise Area.

(E) Breach by District. Should Grantee at any time, contend that the District has breached any material provision of this Agreement, Grantee shall immediately notify the District in writing of Grantee's contention. The District shall have a reasonable time to cure any such alleged breach, which in all events shall not be less than ninety (90) days or any such longer period as reasonably needed to cure said breach. If the District fails to cure the breach within such time, Grantee may terminate this Agreement.

SECTION 14. – RIGHTS OF DISTRICT TO PERFORM DURING EMERGENCY.

(A) Emergency Collection. Should Grantee, for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 28(A) below ("Force Majeure"), refuse or be unable to collect, transport and dispose of any or all the Solid Waste which it is obligated under this Agreement to collect, transport and dispose of for a period of more than seventy-two (72) hours and if, as a result thereof, Solid Waste should accumulate in the District to such an extent, in such a manner, or for such a time that the District's General Manager in the exercise of his sole discretion, should find that such accumulation endangers or

menaces the public health, safety or welfare, then in such event the District shall have the right, upon twenty-four (24) hour prior written notice to Grantee, during the period of such emergency, to contract on a temporary basis with third parties to collect and transport any and all Solid Waste which Grantee would otherwise be obligated to collect and transport pursuant to this Agreement until the events or conditions of Force Majeure have ended.

(B) Grantee to Cooperate. Grantee agrees that in such event it will fully cooperate with the District and its third-party contractor to effect such a transfer of operations in as smooth and efficient a fashion as is practicable.

(C) Grantee to Pay Increased Costs. All reasonable costs, fees, rates and other expenses incurred by the District and/or its third-party contractor that exceed those in effect or being incurred or which would have been incurred had no such emergency arisen shall be the responsibility of Grantee and shall be paid to the District within ninety (90) days of Grantee's receipt of written notice to so pay or may be paid to the District out of Cash Bond funds.

SECTION 15. – PRIVACY.

(A) Privacy of Customer Information. Grantee shall use all reasonable efforts to observe and protect the rights of privacy of customers. Information identifying individual customers, or the composition or contents of a customer's Solid Waste or Recyclables shall not be revealed to any person, private agency or company, unless upon the request of federal or state law enforcement personnel, the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Grantee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939 or any other reports requested by the District under this Agreement or required or requested by any governmental agency.

(B) Mailing Lists. Grantee shall not market or distribute outside the normal course of its business, mailing lists with the names and addresses of customers.

SECTION 16. – RECORDS AND ACCOUNTING.

(A) Financial Reporting. Grantee shall maintain a proper set of books and records on an accrual basis, and a consolidated annual financial statement in accordance with generally accepted accounting principles. Grantee shall submit to the District each year a copy of such consolidated annual financial statement as soon it is received by Grantee, but in all events no later than four (4) months following the close of Grantee's fiscal year. Notwithstanding the foregoing, should Grantee seek an extraordinary rate adjustment or any other increase in its rates (other than a CPI adjustment under Section 20(C)), then Grantee shall provide the District as part of such rate adjustment application with an audited financial statement covering at least the prior full calendar year of Grantee's operations. If Grantee is a direct or indirect wholly owned subsidiary of another corporation or other business entity, it may satisfy this requirement by delivering consolidated financial statements of its parent company.

(B) Service Records. Grantee shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, billing records, maps, AB 939 records, and customer complaints, for a period of five (5) years from the date of the generation

of each such record or longer as required by law. The District or its agent(s) shall have the right, upon ten (10) business days' advance notice, to inspect all maps, AB 939 records, Grantee's books and records, customer complaints, and other like materials of Grantee which reasonably relate to Grantee's compliance with the provisions of this Agreement. Such records shall be made available to the District at Grantee's regular place of business, but in no event outside the County of El Dorado. Grantee shall further maintain and make available to the District, records as to number of customers, total and by type, route maps/route listings, service records and other materials and operating statistics in such manner and with such detail as the District may require. The District shall treat the information required by this paragraph that affects the competitive position of Grantee as confidential information to the extent permitted by law. The District shall not make or retain copies or photocopies containing information set forth in Grantee's confidential financial and business records pertaining to the establishment of rates and payment of franchise fees without executing a Confidentiality Agreement providing that the District shall hold and keep such copies and photocopies confidential. The Confidentiality Agreement shall be negotiated in good faith between the District and Grantee and commemorated in a separate legally binding document prior to any subsequent rate increase.

(C) Underpayment of Franchise Fees. Should any examination or audit of Grantee's records reveal an underpayment of any fee required under this Agreement, the amount of such underpayment shall become due and payable to the District not later than thirty (30) days after written notice of such underpayment is sent to Grantee by the District. Should an underpayment of more than two percent (2%) be discovered, Grantee shall bear the entire cost of the District's audit or examination and said cost shall not be recoverable through rate setting.

(D) Grantee's Information.

(1) The information required by this Section shall pertain to Grantee's operations covered and regulated by this Agreement, and nothing contained herein shall require Grantee to provide the District with information pertaining to Grantee's operations which are not regulated by the District, except in conformance with this Section.

(2) The District and/or its agents may examine Grantee's books, records and financial statements pertaining to operations not regulated by the District for the sole purpose of gathering information necessary to allow the agents to ascertain whether income, expenses, assets and liabilities are reasonably and consistently allocated among operations regulated by the District and those not regulated by the District.

(3) Information gained from examination of records pertaining to operations not regulated by the District shall be treated by the District and its agents as confidential information.

(4) For review of books and other financial records necessary to verify Grantee's income, expenses, assets and liabilities, "Agent" shall mean any designated District employee or qualified independent Certified Public Accountant or public accountancy firm. For all other information or records, including the results of financial verification, "Agency" shall mean any consultant designated by the District or District employees.

(E) Public Records. Nothing in this Section will prevent the District from allowing public access to District records as provided for under the California Government Code, and in the event any dispute arises as to the public access to information provided by Grantee under the terms of this Agreement, the District shall in its discretion provide public access to said information according to law or tender the defense of any claims made against the District concerning said information to Grantee. Prior to releasing any information pursuant to this subSection, the District shall make a good faith effort to notify Grantee of the intended release and give Grantee a reasonable opportunity to seek a protective order preventing the disclosure of such information.

(F) District Access to Customer Lists. Upon reasonable notice or as otherwise agreed herein, and at those times designated by the District, Grantee shall supply to the District lists of the names of all customers of Grantee who are provided any service by Grantee within the Franchise Area. At the same or other time, the District may request and Grantee shall provide information specifying each customer's address, type of service provided to that customer, the number and type of authorized Solid Waste containers used by or provided to each customer, whether and which customers are believed to be violating this Agreement, any mandatory subscription ordinance or any other provision of the law, and any other information that the District determines, in its sound discretion, reasonably required to monitor implementation of this Agreement and/or discharge the District's responsibilities under the law.

SECTION 17. – REPORTS AND ADVERSE INFORMATION.

(A) Annual Reports. By October 1st of each year, Grantee shall submit to the District a written annual report, in the form attached hereto as Exhibit C, which shall include, but not be limited to, the following information:

(1) A summary of the previous year's (or, in the case of the initial year, the initial year's) activities including, but not limited to, services begun or discontinued during the reporting year, and the number of customers for each class and level of service;

(2) A revenue statement, setting forth quarterly Franchise Fees, and the basis for the calculation thereof, certified under penalty of perjury by an officer of Grantee; and

(3) A list of Grantee's officers and members of its board of directors.

(B) Adverse Information. Grantee shall provide the District two (2) copies of all reports, or other material adversely reflecting on Grantee's performance under this Agreement, submitted by Grantee to the California or U.S. EPA, the CIWMB or any other federal, state or county agency. Copies shall be submitted to the District simultaneously with Grantee's filing of such matters with said agencies. Grantee's routine correspondence to said agencies need not be automatically submitted to the District, but shall be made available to the District upon written request as provided in Section 16.

(1) Grantee shall submit to the District copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee to, as well as copies of all decisions, correspondence and actions by, any federal, state and local courts, regulatory agencies and other government bodies relating specifically to all material aspects of

Grantee's performance of services pursuant to this Agreement. Any data which Grantee seeks to be excluded from provisions of the California Public Records Act shall be clearly identified as such by Grantee with the basis for such exclusion clearly specified. In the event the District receives a request under the Public Records Act, or by subpoena, the District shall notify Grantee to permit Grantee to object to the release of the information requested or subpoenaed.

(2) Grantee shall submit to the District such other information or reports in such forms and at such times as the District may reasonably request or require.

(3) All reports and records required under this or any other Section shall be furnished by Grantee and the expense therefore in the gathering and preparation of such information, reports and records shall be included in the rate base.

(C) AB 939 Requirements. During the Term, Grantee shall submit to District quarterly, within forty-five (45) days after the end of each calendar quarter, and more often if required by law, information concerning District's diversion results and any information reasonably required by the District to meet its reporting obligations, if any, imposed by AB 939, and the regulations implementing AB 939, in a manner approved by the District. Grantee agrees to submit such reports and information on computer discs, or by model, in format compatible with District's computers, if practicable. Grantee agrees to render all reasonable cooperation and assistance to the District in meeting the requirement of the District's source reduction and Recycling element and non-disposal facility element.

(D) Waste Audits.

(1) Grantee shall conduct waste audits at the request of the District where such waste audits are necessary to enable the District to comply with the requirements of federal or State law.

(2) The results of such audits will be memorialized on forms either designed or approved by the District.

(3) The purpose of the audit will be to identify volume and characteristics of Solid Waste being generated by the customer.

(4) A copy of the audit shall be provided by Grantee to: (a) the customer; (b) the District; and (c) Grantee's own files.

(E) Failure to Report. The refusal, failure or neglect of Grantee to file any of the reports required, or to provide material information to the District, or the intentional inclusion of any materially false or misleading statement or representation made knowingly by Grantee shall be deemed a material breach of this Agreement, and shall subject Grantee to all remedies, legal or equitable, which are available to the District under this Agreement.

SECTION 18. – ANNUAL REVIEW OF PERFORMANCE AND QUALITY OF SERVICE.

(A) Performance Review. From time to time, at its sole discretion, the District may examine Grantee's operation in order to evaluate whether or not Grantee is operating at a

satisfactory level of efficiency and customer satisfaction. Grantee agrees to cooperate in any such examination and shall permit the District representatives to inspect, at Grantee's principal place of business, such information pertaining to Grantee's obligations hereunder as the District may require, including, but not limited to, such things as customer inquiry records, collection routes and equipment records. Access to Grantee's records shall be subject to Section 16.

(B) Public Hearing. At the District's sole option, within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the Term, the District may hold a public hearing at which Grantee shall be present and shall participate, to review Grantee's performance and quality of service. The reports required by this Agreement regarding customer complaints shall be utilized as the basis for review. In addition, any customer may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered.

(C) Report on Performance. Within thirty (30) days after the conclusion of the public hearing, the District shall issue a report with respect to the adequacy of performance and quality of service. If any noncompliance with the franchise granted by this Agreement is found, the District may direct Grantee to correct the inadequacies or initiate proceedings in accordance with Section 13 above.

(D) Grantee Performance.

(1) Grantee shall provide prompt, efficient, continuous and professional service to its customers.

(2) Upon the request of the District, as part of the Annual Review of Performance described above, and/or not less than six (6) months prior to Grantee's notice of contract renewal, assignment or extension of the Term, Grantee shall conduct a survey or surveys of all customers to determine their satisfaction with Grantee's service, including, without limitation, response to customer complaints. The survey methodology, format and content shall be subject to the prior review and approval by the District's General Manager. If the District requests Grantee to conduct the survey, Grantee shall conduct and complete the survey within one hundred twenty (120) days of the District's request. A copy of the survey results shall be sent to the District within sixty (60) days of completion of the survey. Nothing in this subSection shall limit the right of the District to conduct additional surveys. Grantee shall reasonably cooperate with the District in such cases.

SECTION 19. – SYSTEM AND SERVICES REVIEW.

To provide for technological, economic, and regulatory changes in Solid Waste collection, to facilitate renewal producers, to promote competition in the Solid Waste industry, and to achieve a continuing, advanced Solid Waste collection system, the following system and services review procedures are hereby established.

(A) Review Hearing. At the District's sole option, the District may hold a public hearing on or about the first (1st) anniversary date of this Agreement in which it reviews the collection systems and services. Subsequent system and services review hearings may be scheduled by the District each two (2) years thereafter. It is the District's intent to conduct any

system and services review concurrently with any Annual Review of Performance and Quality of Service as provided for in Section 18, above.

(B) System and Services Report. Sixty (60) days after receiving notice from the District, Grantee shall submit a report to the District indicating the following:

(1) All Solid Waste collection and Recycling services reported in Solid Waste collection and Recycling industry trade journals that are being commonly provided on an operational basis, excluding tests and demonstrations, to communities in the United States with comparable populations, that are not provided by Grantee to the District;

(2) Changes recommended to improve the District's ability to meet the goals of AB 939; and

(3) Any specific plans for provision of such new services by Grantee along with the estimated expenses and adjustments to rates necessary to compensate Grantee for providing such services, or a justification indicating why Grantee believes that such services are not feasible for the Franchise Area.

(C) Discussion Topics. Topics for discussion and review at the system and services review hearing shall include, but shall not be limited to, services provided, customer complaints, rights of privacy, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals and regulatory constraints.

(D) Topic Selection. The District and Grantee may each select additional topics for discussion at any system and services review hearing. Grantee agrees to cooperate in any such examination and shall provide for inspection to the District or its designated representatives, at Grantee's principal place of business, such information as the District may require, including but not limited to, such things as collection routes and equipment records.

(E) District Report. After the conclusion of each system and services review hearing, the District may issue a report. The report shall summarize the systems and services review hearing and address services not being provided to the District that are considered technically economically feasible by the District. The District may require Grantee to provide such services within a reasonable time, for reasonable rates and compensation.

SECTION 20. – COMPENSATION.

(A) Grantee Rates. Grantee shall provide all management, supervision, personnel, materials, equipment, utilities, services, supplies and all other things necessary to perform all services, obligations, covenants and other acts required of Grantee under this Agreement for the rates specified in Exhibit B as adjusted pursuant to this Section. Grantee shall pay all real estate taxes and assessments, general or special, ordinary or extraordinary, of every name, nature and kind whatsoever, and any possessory interest tax, which may be levied, assessed, charged or imposed, or may be or become a lien or charge upon any of the buildings, improvements, equipment or other real or personal property of Grantee. Grantee shall not receive any form of payment or other consideration from the District for its performance under this Agreement except for the grant of the exclusive franchise provided in this Agreement. Grantee instead shall

look solely to its customers in the Franchise Area for payment for all of Grantee's services and performance hereunder.

(1) District's Power. To the extent that Grantee's rates are established by this Agreement and are subject to automatic rate adjustments under Section 20(C), the terms of this Agreement shall govern the setting of Grantee's rates. The Board shall set and regulate all other rates and charges by Grantee for any and all services and activities it performs or engages in the Franchise Area.

(2) Extra Charges. Grantee shall not impose extra charges on Customers for extra service or for other reasons, except where expressly allowed by the Rate Schedule approved by the Board.

(B) Time for Rate Settings and Rate Settings Procedure. Other than the CPI adjustment governed by Section 20(C), the Board shall set the rates to be charged by Grantee pursuant to this Agreement annually at the beginning of each Operating Year (commencing with July 1, 2010), unless a longer period is agreed on by the District and Grantee. Grantee shall submit a written request to the Board for a rate adjustment no earlier than January 1st and no later than April 1st prior to the commencement of each new Operating Year. CPI adjustments to Grantee's rates are not governed by this Section 20(B) but instead are governed by Section 20(C).

(1) Grantee shall provide written notice to each rate payer in a form approved by the District, of the time, date and place of each hearing set by the Board to set rates. Grantee shall provide said notice at least ten (10) but no more than sixty (60) days prior to such date.

(2) Grantee expressly assumes the risk that its costs may be higher than the rates in this Agreement shall provide compensation for, or that its revenues may be lower than projected.

(3) By this Agreement, neither the District nor its Board or employees or consultants agree, guarantee or warrant that Grantee will achieve reimbursement for all of its operating costs or pass-through costs, or that Grantee will achieve any profit margin.

(C) CPI Adjustment. Provided that Grantee has satisfied the performance criteria set forth on Exhibit D, then in addition to any rate changes approved pursuant to Section 20(B), Grantee's rates for services described in Exhibit B (but exclusive of Franchise Fees) shall be automatically adjusted, upward or downward, annually, effective July 1st of each year during the Term, commencing on July 1, 2010, based on the annual average change of the Consumer Price Index – All Items – for the State of California, as published by the California Division of Labor Statistics (<http://www.dir.ca.gov/dlsr/CPI/CPICalc.xls>) (the "CPI") during the most recent twelve (12) month period ending no later than December 31st of the calendar year preceding the upcoming year. Thus, if the CPI increased three percent (3%) from the annual average of 2007 to the annual average of 2008 then Grantee's rates in Exhibit B would automatically be subject to a three percent (3%) increase effective as of July 1, 2009. In the event the CPI index is no longer published, the Parties shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. If the Parties are unable to agree on a substitute

index, either Party may submit the selection of the substitute index to binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. All percentages shall be computed to the third decimal place and the change in Grantee's rates shall be calculated to the nearest cent (\$.01).

(D) Adjustments for Extraordinary Circumstances. In addition to the adjustment mechanisms set forth in Sections 20(B) and 20(C) above, Grantee may request an adjustment to Grantee's rates for services described in Exhibit B, under the following extraordinary circumstances: (i) any changes in existing, or adoption of new, federal, state, local or administrative laws, rules or regulations that result in an increase in Grantee's costs, including but not limited to the imposition of new or the increase to existing governmental, regulatory or administrative taxes or fees; and (ii) in the event that unforeseen circumstances arise which materially affect Grantee's costs or revenues under this Agreement, including but not limited to extraordinary increases in the cost of fuel. Grantee's application for an extraordinary rate adjustment shall include a statement of the amount of the requested rate adjustment, the basis therefor, and all financial and other records on which Grantee relies for its claim that Grantee's costs have increased. District staff shall promptly review Grantee's rate application and notify Grantee if its application is complete or whether District staff wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the Board for their consideration. Rate adjustments made under this Section 20(D) may be requested by Grantee at any time during the course of an Operating Year; provided, however, that Grantee may not request more than two (2) adjustments due to extraordinary circumstances per Operating Year. The Board shall review and consider approval of adjustment requests under this Section 20(D) in its discretion; provided, however, that such approval shall not be unreasonably withheld. The Board shall review and consider such requests within a reasonable period of time after the complete submittal by Grantee of its application for an extraordinary rate adjustment and after the District has had a reasonable period of time to request, review and audit any applicable financial records of Grantee and/or its Affiliates. The Board may grant Grantee's requested rate adjustment or, based on the information presented, make increase or decrease Grantee's rates in amounts differing from Grantee's request. The adjusted rates, if approved by the Board, shall go into effect thirty (30) days after such approval or at such other time as established by the Board. The notice provisions of the second paragraph of Section 20(B) shall apply to Board review of rate adjustments under this Section 20(D).

(E) Resolution of Issues Regarding the Rate Adjustments. Any issue regarding rates, or the computation thereof, or any other question regarding Grantee's reimbursement for fees, special services or extraordinary costs shall be decided by the Board. The rates in effect at the time any issue or dispute is submitted to the Board shall remain in effect pending resolution of any issue or dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall reasonably be determined by the Board.

(F) Billing and Payment. Grantee shall bill all customers for all services, whether regular or special. Grantee shall provide itemized bills, distinctly showing charges for all classifications of services, including the charges for late payment, tipping fees and any adjustments for extraordinary circumstances, if applicable. Grantee shall also collect and remit to the District any AB 939 fees and other surcharges imposed by the Board on customers within the Franchise Area. Billings may be made no less frequently than every quarter and may be

mailed at the beginning of the billing period for all services to residential and commercial customers.

(G) Recyclable Revenues. As further compensation to Grantee for its services under this Agreement, Grantee shall be entitled to receive and retain all revenues from the sale of Recyclable Materials received by Grantee from its customers.

SECTION 21. – APPLICATIONS FOR SERVICE AND BILLING.

(A) Application for Service. Grantee may at its option require the owner of the premises for which services are to be provided to be included in the application for service. Grantee shall bill all premises subject to mandatory collection services as set forth in the District Ordinance whether or not any person has applied for service. If no person has applied for service on premises which are subject to mandatory collection, Grantee shall bill the person in whom title is held according to public records. Where advance payment for services is required and no applicant has applied for service and service is mandatory, Grantee may bill the title holder of the premises without providing services to the premises, as long as Grantee makes a reasonable attempt to provide written notice to the title holder the mandatory requirement of such service.

(B) Billing and Payment. When the services are provided to premises that are not occupied by the owner, it shall be the owner's election whether or not the bill shall be mailed to the owner or the occupant; provided, however, owner and occupant shall be jointly and severally liable for the bills. Grantee shall bill all customers for all services, whether regular or special. Grantee shall provide itemized bills, distinctly showing charges for all classifications of services, including the charges for late payment. Grantee shall collect for the District AB 939 fees. Billings may be made every two (2) months (and if in advance, for no more than two (2) months) for all services to residential customers.

(C) Delinquent Accounts.

(1) Grantee may discontinue service as set forth in this Section. Customers who have not remitted required payments within sixty (60) days after the date of billing shall be notified on forms approved by the District. Said forms shall contain a statement that services may be discontinued fifteen (15) days from the date of notice of payment if payment is not made before that time. Upon payment of the delinquent fees as set forth in Exhibit B, Grantee shall resume collection on the next regularly scheduled collection day. Customers whose service is being withheld shall nevertheless continue to be responsible for rates charged during the period in which service is withheld. Grantee shall be entitled to a reinstatement fee in an amount approved by the District for reinstating service after such customers bills are brought current.

(2) Grantee may require that a resident or commercial business complete a credit/service agreement application prior to receiving service as a means of acknowledging the rules and guidelines for Solid Waste collection, and/or establishing credit.

(3) The fees levied for service by Grantee for Solid Waste collection shall constitute a civil debt and liability owing to the District and/or Grantee from the person using or chargeable for such services and shall be collectible in any manner provided by law, including, without limitation, the reporting of delinquent payers to collection agencies or bureaus.

(4) The District further agrees that if the charges for Solid Waste collection services are, on June 30 of each year, delinquent and unpaid for a period of ninety (90) days such charges shall become a lien on the real property for which the services were provided and the property owner shall be notified by the District as provided for the District Ordinance.

(5) This Section may be amended by Resolution of the Board of Directors with the written consent of Grantee.

(D) Late Payment Penalty Fees. Grantee may collect a late payment penalty fee which shall not exceed the maximum interest rate permitted under California law on all payments not received by the twenty-fifth (25th) day of the following month. In addition, Grantee may include in such late payment penalty fee (i) all costs, fees and expenses incurred by Grantee in connection with the collection of any such late payment (including any fees and expenses charged to Grantee by any collection agencies or bureaus retained by Grantee), and (ii) the reinstatement fee provided for in Section 21(C)(1).

SECTION 22. – COLLECTION EQUIPMENT.

(A) Vehicle Standards. Grantee warrants that it shall provide an adequate number of vehicles and equipment for the collection and transportation services for which it is responsible under this Agreement. All vehicles used by Grantee under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. Solid waste collection vehicles shall be washed such that they are maintained in a reasonably clean and sanitary condition. Grantee's name, telephone number and vehicle number shall be visibly displayed on its vehicles. Loads shall be kept completely covered at all times except when material is being loaded or unloaded or when vehicles are en route in the process of collection. Collection vehicles shall be designed and operated while en route in such a manner as to prevent Solid Waste, including leachate and garbage juice, from leaking, escaping or spilling. Any spillage of materials shall be immediately cleaned up by Grantee at Grantee's sole expense. The noise level generated by compaction vehicles using compaction mechanisms during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties. The equipment of Grantee used under this Agreement shall be subject to inspection by the District on a semi-annual basis but shall not be subject to any permit fees therefor. Notwithstanding the generality of the forgoing, Grantee's equipment shall at all times be in conformance with the District Code provisions applicable thereto.

(B) Equipment List. Upon execution of this Agreement, and at least annually thereafter, Grantee shall provide the District a written list of all equipment (including trucks and containers) being used within the Franchise Area, including make and model, age, mileage or hours of operation, type of vehicle, etc. This information shall be provided as part of the Annual Report.

SECTION 23. – PUBLIC ACCESS TO GRANTEE.

(A) Office Hours. Grantee's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for Holidays. Grantee shall maintain an email

address, a website and a local phone number. A representative of Grantee shall be available during office hours for communication with the public in person and by telephone at Grantee's principal office in Diamond Springs, or such other location within El Dorado County as Grantee shall establish. Grantee shall also provide the District with an emergency telephone number for use during other than normal business hours. Grantee shall have a representative or answering service available at said after-hours telephone number during all hours other than normal office hours.

(B) Service Complaints.

(1) All customer complaints shall be directed to Grantee. Grantee shall record all complaints received by mail, by telephone, by email, via Grantee's website or in person (including date, name, address of complainant and nature of complaint). Grantee agrees to use its commercially reasonable efforts to resolve all complaints by close of business of the second business (waste collection) day following the date on which such complaint is received. Service complaints may be investigated by the District's General Manager or his/her designee. Unless a settlement satisfactory to complainant, Grantee and the District's General Manager or his/her designee is reached, the complainant may refer the matter to the District for review under the procedure set forth in Section 24.

(2) Grantee will maintain records listing the date of customer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by Grantee to resolve the complaint. All such records shall be maintained for a period of twenty-four (24) months and shall be available for inspection by the District.

(C) Government Liaison Person. Grantee shall designate a "government liaison person" who shall be responsible for working with a representative from the District designated by the District to resolve consumer complaints. If a settlement satisfactory to complainant, Grantee and the District's representative cannot be reached, the complainant may refer the matter to the District's General Manager for review under the procedure set forth in Section 24.

(D) Regular Meetings with District. At the reasonable request of the District, Grantee shall meet with the District at 1021 Harvard Boulevard, El Dorado Hills, California, to discuss matters of mutual concern including but not limited to, problems in Grantee's service, compliance with AB 939 and future planning. The person attending these meetings in behalf of Grantee shall be vested with sufficient authority to make decisions binding on Grantee.

SECTION 24. – SERVICE EXCEPTIONS; CUSTOMER COMPLAINTS.

(A) Charges for Excess Solid Waste. Any excess Solid Waste that does not fit within the closed lid of the authorized Solid Waste container shall be deemed excess material and shall be subject to the excess charges as described and limited by Exhibit B.

(B) Non-Collection for Excessive Weight. Grantee shall not be required to collect Solid Waste from an authorized Solid Waste container where the total weight of the container and contents exceed the limit posted on the container.

(C) Non-Collection Tags. When Solid Waste is not collected from any customer other than due to withholding of service pursuant to Section 21(C) or Grantee imposes a charge for excess Solid Waste in connection with Section 24(A), Grantee shall notify its customer as to why that collection was not made or excess charge was imposed, as applicable, and shall attach tags approved by the District to the applicable container which clearly identify the reasons for such non-collection or excess charge. District shall approve in advance Grantee's written procedures for determining when not to collect Solid Waste or to impose an excess charge, and Grantee shall adhere to these approved written procedures in making such determinations and placing non-collection or excess charge Tags on a customer's Solid Waste container.

(D) Ombudsman. Grantee shall appoint an ombudsman to deal with unresolved Customer complaints.

(E) Customer Complaints. A customer dissatisfied with Grantee's decision regarding a complaint may ask the District to review the complaint. To obtain this review, the customer must request the District review within thirty (30) days of receipt of Grantee's response to the complaint, or within forty-five (45) days of submitting the complaint to Grantee if Grantee has failed to respond to the complaint. The District may extend the time to request its review for good cause. The General Manager shall determine if the customer's complaint is justified, and if so, what remedy, if any, shall be imposed. The remedy under this Section shall be limited to a rebate of customer charges related to the period of breach of any of the terms of this Agreement.

SECTION 25. – HAZARDOUS WASTE NOTIFICATIONS.

(A) Compliance with Hazardous Waste Laws. The Parties hereto recognize that federal, State and local agencies with responsibility for defining Hazardous Waste and for regulating the collection, hauling or disposing of such substances, are continually providing new definitions, tests and regulations concerning these substances. Under this Agreement, it is Grantee's responsibility to keep current with the regulations and tests on such substances and to identify such substances and to comply with all federal, state and, to the extent not inconsistent with this Agreement, local regulations concerning such substances. Grantee shall make every reasonable effort to prohibit the collection and the disposal of Hazardous Waste in any manner inconsistent with federal and State law.

(B) Notices to Agencies Regarding Toxics. Grantee has represented to the District that Grantee will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and Local Emergency Response Providers, and, if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed by Grantee in Solid Waste anywhere within the District, including on, in, under or about District property, including streets, easements, rights of way and District waste containers. In addition to other required notifications, if Grantee observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully disposed of or released on District property, including streets, storm drains, or public rights of way, Grantee also will immediately notify the District's General Manager or his/her designee.

(C) Inspection for Toxics. Grantee shall conduct a visual inspection, consistent with its normal operating procedures, of all Solid Wastes that it collects, transports and/or disposes

pursuant to this Agreement for the purpose of discovering, identifying and refusing to collect, transport and dispose of Hazardous Wastes or materials.

(D) No Collection or Disposal of Hazardous Waste. Except as provided in Section 25(E), Grantee shall not collect, handle, process, transport, arrange for the transport of, or dispose of Hazardous Waste pursuant to this Agreement.

(E) Household Hazardous Waste Program. Notwithstanding Section 25(D), Grantee agrees to provide, upon the District's request, a program for residents in Grantee's Franchise Area, identifying Hazardous Waste and complying with all federal, State and, to the extent not inconsistent with this Agreement, local statutes and regulations dealing with Hazardous Waste. Subject to permitting, said program shall include, and be expanded to include, collection and disposal of all items listed on Exhibit E, attached to and incorporated into this Agreement, which list may be amended from time to time by the District.

SECTION 26. – INDEMNIFICATION.

(A) Indemnification of District.

(1) Grantee shall defend with counsel reasonably acceptable to the District and indemnify the District from and against any and all liabilities, costs, claims and damages to the extent caused by Grantee's failure to comply with the laws legally binding on Grantee which are described in Section 4, including but not limited to liabilities, costs, claims and damages described in Section 26(A)(2).

(2) Grantee agrees that it shall protect, defend with counsel reasonably acceptable to the District, indemnify and hold harmless the District, its officers, employees and agents from and against any and all losses, liabilities, fines, penalties, claims, damages, liabilities or judgments, including attorney's fees, arising against any and all liabilities, fines, penalties, claims, damages, liabilities or judgments, including attorneys fees, to the extent arising out of or resulting in any way from Grantee's exercise of the franchise, unless such claim is due to the negligence or willful acts or omissions of the District, its officers, employees, agents or contractors, or from the District's grant of this franchise to Grantee.

(3) In addition, upon request of the District, Grantee shall defend with counsel reasonably acceptable to the District, indemnify and hold the District harmless from any and all litigation and claims, and any damages and liabilities arising therefrom, brought to enforce or to challenge this Agreement and/or Grantee's exclusive rights granted thereunder; provided, however, Grantee's obligations hereunder extend only to actions brought against or by persons not parties to this Agreement; provided further, however, Grantee shall be entitled to recover as recoverable costs for rate setting purposes its reasonable attorneys fees and costs incurred.

(B) AB 939 Indemnification. Grantee shall defend with counsel reasonably acceptable to the District, indemnify and hold the District harmless from any and all fines, penalties and assessments levied against or threatened to be levied against the District for the District's failure to meet the requirements of AB 939, its amendments or any successor legislation and/or all rules and regulations promulgated thereunder, but only if, and to the extent, said failure results from Grantee's failure to comply with this Agreement and/or Grantee's

failure to comply with said laws, rules or regulations binding on Grantee, including but not limited to failing to timely supply to the District the reports and information required by the District in order to comply with AB 939. Indemnification costs and/or expenses shall be an allowable cost for rate setting purposes if the failure to comply with AB 939, its amendments, any successor legislation and/or all rules and regulations promulgated thereunder, is not the fault of Grantee. For purposes of this Section, any failure to comply with such statutes and regulations shall not be deemed to be the fault of Grantee if such noncompliance is due to the District's failure to implement, or make appropriation for, a waste management program sufficient to satisfy AB 939 requirements.

SECTION 27. – MANDATORY COLLECTION.

During the Term, the District by ordinance shall require that all improved properties subscribe to Solid Waste and Recyclable collection services within Grantee's Franchise Area in accordance with the terms and provisions of the District Ordinance. Nothing in this Section shall prohibit the District from providing for exemptions from mandatory service in the District Ordinance for rural or agricultural areas or premises located within the Franchise Area. If an area is exempted from mandatory service by resolution, Grantee shall not be required to provide service to that area. However, if Grantee elects to provide service to any person or entity in an exempt area, the District and Grantee shall meet and agree on the terms of such service, including, but not limited to, rates charged and the type and frequency of service.

SECTION 28. – GENERAL PROVISIONS.

(A) Force Majeure. Grantee shall not be in default under this Agreement in the event that the collection, processing, transportation and/or disposal services of Grantee are temporarily interrupted or discontinued for reasons outside the reasonable control of Grantee, including but not limited to: riots, wars, sabotage, civil disturbances, acts of terrorism, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances, excessive snow, acts of God, or other similar or dissimilar events which are beyond the reasonable control of Grantee. Other events do not include the financial inability of Grantee to perform or failure of Grantee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Grantee. In the event a labor disturbance interrupts collection, transportation and/or disposal of Solid Waste by Grantee as required under this Agreement, the District may elect to exercise its rights under Section 14.

(B) Independent Contractor. Grantee is an independent contractor and not an officer, agent, servant or employee of the District. Grantee is solely responsible for the acts and omissions of its officers, agents, employees, Grantees and subgrantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the District and Grantee. Neither Grantee nor its officers, employees, agents or subgrantees shall obtain any rights to retirement or other benefits which accrue to District employees.

(C) Right of Entry. Grantee shall have the right, until receipt of written notice revoking permission to pass is delivered to Grantee, to enter or drive on any private street, court,

place, easement or other private property for the purpose of collecting or transporting Solid Waste pursuant to this Agreement.

(D) Law to Govern; Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of El Dorado. In the event of litigation in a U. S. District Court, exclusive venue shall lie in the Eastern District of California.

(E) Fees and Gratuities. Grantee shall not, nor shall it permit any agent, employee or subgrantee employed by it to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement; provided, however, that Grantee's employees may accept unsolicited holiday gifts from customers.

(F) Prior Agreements and Amendment. No amendment of this Agreement shall be valid unless in writing duly executed by the Parties. This Agreement contains the entire Agreement between the Parties and no promises, representations, warranty or covenant not included in this Agreement have been or are relied upon by either Party. This Agreement is intended to supersede and replace the Original Agreement between the Parties.

(G) Compliance with Agreement. Grantee shall comply with those provisions of the District Code which are applicable, and with any and all amendments to such applicable provisions during the Term; provided, however, that such provisions are not inconsistent with the terms of this Agreement.

(H) Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To the District: General Manager
El Dorado Hills Community Services District
1021 Harvard Way
El Dorado Hills, CA 95762

To Grantee: District Manager
El Dorado Disposal Service
P.O. Box 1270
Diamond Springs, CA 95619
Facsimile: (530) 626-5218

With a copy to: Waste Connections, Inc.
2295 Iron Point Road, Suite 200
Folsom, CA 95864
Attention: General Counsel
Facsimile: (916) 608-8291

or to such other address as either Party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally

served or sent by telecopier or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

(I) Savings Clause and Entirety. If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

(J) Exhibits Incorporated. Exhibits A through F are attached to and incorporated in this Agreement by reference.

(K) Identification Required. Grantee shall provide its employees, Grantees and subgrantees with identification for all individuals who may make personal contact with residents of the District.

(L) Joint Drafting. This Agreement was drafted jointly by the Parties.

(M) Judicial Review. Nothing in this Agreement shall be construed to prevent either Party from seeking redress to the courts for the purposes of legal review of administrative proceedings in regard to rate setting or District actions taken pursuant to this Agreement, or for the purpose of interpreting or enforcing the provisions contained in this Agreement.

(N) Police Powers. Nothing in this Agreement is intended to or may limit the District's authority pursuant to its police power.

(O) Successors and Assigns. Subject to the other terms and conditions herein, this Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the District and Grantee.

(P) Affiliated Entities. Whether or not Grantee shall provide information necessary to satisfy the District that the charges made by any Affiliate are reasonable, shall be determined as part of the rate review process. Information gained from examination of books and records pertaining to operations not regulated by the District shall be treated by the District and its agents as confidential information.

(Q) Survival. All confidentiality and indemnification provisions of this Agreement shall survive this Agreement.

(R) Attorneys Fees. The prevailing Party in any litigation arising out of this Agreement shall be entitled to recover reasonable attorneys fees and costs.

[Remainder of Page Left Intentionally Blank; Signature Page Immediately Follows]

IN WITNESS THEREOF, the District and Grantee have executed this Agreement on the day and year first written above.

EL DORADO HILLS COMMUNITY SERVICES DISTRICT

By: *Noelle Mattock*
NOELLE MATTOCK
President, Board of Directors

ATTEST:

By: *Sandi Kukkola*
SANDI KUKKOLA
Interim General Manager Secretary to the Board

APPROVED AS TO FORM:

By: *Lindsay K. Moore*
Lindsay K. Moore
Thurbon & McHaney, LP

WASTE CONNECTIONS OF CALIFORNIA, INC., a California corporation, doing business as EL DORADO DISPOSAL SERVICE

By: *Ronald J. Mittelstaedt*
RONALD J. MITTELSTAEDT
Chief Executive Officer

EXHIBIT B
SERVICES AND RATES

SERVICES

Class A Service: Residential Solid Waste and Recyclables--Single-Family Units.²

Grantee shall collect Solid Waste from the three different 32- (for Solid Waste only), 64- and 96-gallon Grantee-provided carts, as requested by the customer and placed for collection by the customer, not less than once per week. Grantee shall collect Yard Waste and Recyclables from the 64- and 96-gallon Grantee-provided carts, as requested by the customer and placed for collection by the customer, not less than once every two weeks. At the customer's request, Grantee shall provide to such customer, and at no additional charge to such customer, one additional cart for the collection of either Yard Waste (only 96-gallon carts available) or Recyclables (either 64- or 96-gallon carts available). Standard collection service shall be automated collection from the curb, unless another method is approved by the District. District approval will not be unreasonably withheld. Grantee will maintain/repair the existing carts until such a time a new cart is necessary. A new cart of the same color will be provided at no cost to the customer if such cart is replaced due to normal wear and tear. Grantee may charge customer a fee to cover its costs of repair or replacement of carts that are damaged due to abuse by or negligence of customer and to replace carts that are lost by customer for any reason.

Class B Service: Residential Solid Waste and Recyclables--Communal Single-Family Units Receiving Individual Service.²

Services to be provided are the same as for Class A except that Grantee may make special arrangements for communal pick up of Recyclables in the interests of economy.

Class C Service: Commercial Solid Waste and Recyclables--Commercial, Industrial, Multi-Family Units and Communal Single-Family Units Receiving Communal Services.²

Grantee shall provide communal pick up service for all Commercial Solid Waste and Recyclables.

Class D Service: Commercial Solid Waste Recyclables--Vacant Premises.

Commercial establishments which are vacant and do not generate any Solid Waste and Recyclables shall be charged the minimum rate applicable for Commercial Service.

Class E Service: Bulky Waste.

Grantee shall provide for pick up and disposal of Bulky Waste by special arrangements with customers.

² All residential units receiving Recyclables collection services pursuant to either Class A, Class B or Class C Service shall be eligible to participate in the RecycleBank program.

Additional Services:

- (A) Pick-Up of Illegally Dumped Waste. Grantee agrees to provide free on-demand pick-up and disposal of illegally-dumped Solid Waste anywhere in the Franchise Area upon the District's request, except where it is economically or technically infeasible to do so. Grantee shall provide this service within two (2) calendar days of the District's request. Grantee's reasonable costs of this service shall be included within Grantee's rate base for purposes of calculating and setting rates.
- (B) Special Assistance Services. Grantee agrees to accommodate those customers receiving Residential Solid Waste service who are unable to place their Solid Waste and Recyclables at curbside due to illness, physical constraints or other verifiable reasons; provided, however, any customer requesting such special assistance shall provide written evidence from a licensed physician describing the reason(s) why such customer is unable to place his or her Solid Waste and Recyclables at curbside.
- (C) Annual On-Call Bulky Waste Pick-Up. Grantee will mail, on an annual basis, one (1) coupon to all residential customers in the Franchise Area allowing them to request free Bulky Waste pick-up for, on an "on-call" basis, by appointment set between the customer and Grantee. Bulky Waste need not be placed in special containers for collection. Grantee shall pick up one item of Bulky Waste left for collection at curbside by the customer; provided, however, that such Bulky Waste pick-up shall be limited to two and one-half (2.5) cubic yards in size (equivalent to one regular sofa or couch, one appliance or white goods). Grantee shall have no duty or responsibility to collect any Hazardous Waste, Biomedical Waste or Special Waste except as otherwise required in this Agreement. The form and conditions of the coupon shall be approved in advance by the District. Grantee shall send this coupon to its residential customers once each year.
- (D) Free MRF Coupons. Grantee will mail, on an annual basis, two (2) coupons to all residential customers in the Franchise Area allowing them to dispose of up to four (4) cubic yards of unsorted Solid Waste (or an equivalent value for disposal of other items) at the WERS Materials Recovery Facility. The form and conditions of the coupons shall be approved in advance by the District. Grantee shall send these coupons to its residential customers once each year.
- (E) Clean-Up Days. Twice per year throughout the Term, Grantee shall provide, in addition to regularly scheduled service, a clean-up event pursuant to guidelines established by Grantee and approved by the District, for the disposal of Solid Waste and Recyclables by Single-Family Units and Multi-Family Units in addition to each customer's normal collection service. The dates for each event shall be proposed by Grantee and approved by the District.
- (F) Green Initiatives. Grantee agrees that it shall use commercially reasonable efforts to explore improved management practices, including the use of new technologies, to help allow Grantee to execute new environmentally sensitive strategies that may include, but will not be limited to, the following:

- (1) Reduction of waste management activity-based green house gas and carbon release emissions;
- (2) Identifying improved control technologies to control odor and noise;
- (3) Identifying improved management practices to ensure that operations at the WERS Materials Recovery Facility are screened from local view and that operation occurs with a minimum of off-site noise and odor impacts;
- (4) Making recommendations on materials collected for Recycling, reuse, salvaging, or household Hazardous Waste acceptance at the WERS Materials Recovery Facility;
- (5) Next generation waste handling and planning, including strategic planning and development of additional and/or expanded facilities and/or closing of existing facilities consistent with policies adopted by the District;
- (6) Other improved management practices; and
- (7) Other waste management technologies.

(G) Public Education. Grantee acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve AB 939 requirements. Accordingly, Grantee agrees to take direction from the District to exploit opportunities to expand public and customer knowledge concerning needs and methods to reduce, reuse and Recycle Solid Waste and to cooperate fully with the District in this regard. Grantee shall maintain its own program of providing information relevant to billing and Solid Waste services, issues and needs with its bills. Grantee shall also include in customer bills additional information, including information on Recycling programs, as directed by the District. Grantee shall bear all labor costs with respect to inserting public education materials with the billings. The District shall bear any additional postage expense resulting from the District's inserts and shall bear other expenses related to the inserts to the extent said expenses are clearly in excess of Grantee's normal billing costs. All public education materials shall be approved in advance by the District. At the direction of the District, Grantee shall participate in and promote AB 939 activities and other Solid Waste management techniques at community events and local activities. Such participation would normally include providing, without cost, educational and publicity information promoting the goals of the District's Solid Waste program.

(H) Participation in RecycleBank Program. For the shorter of (A) the remainder of the Term and (B) so long as Grantee continues to participate in the RecycleBank program with regard to the District, Grantee shall offer the RecycleBank program to all residential units located in the District and served pursuant to the Agreement. This program offers incentives, in the form of discounts to local businesses and opportunities to contribute RecycleBank credits to various educational and charitable organizations, to District residents in proportion to the quantity of Recyclables Recycled through Grantee. Grantee shall use commercially reasonable efforts to maintain its affiliation with the RecycleBank program and to continuously offer such program to all residential units located in the District and served pursuant to this Agreement.

(I) Buyback Center and Recycling Drop-off. Grantee shall provide a secured and staffed site (the “Buyback Center”) to (i) provide Recyclable Material buyback services to the public and (ii) allow residents in the District that are served pursuant to this Agreement to drop-off personally-generated additional Recyclable Material and Yard Waste overflow. Grantee shall operate the Buyback Center during hours that are reasonably acceptable to both Grantee and District; provided, however, the Parties agree and acknowledge that the California Department of Conservation may, through the adoption of rule or regulations or otherwise, limit how and when Grantee may operate the Buyback Center, and the Parties hereby agree to abide by any and all of such limitations.

(J) Website. Grantee shall maintain a website containing information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), days of collections, the amount and manner of Solid Waste to be collected, service level and inquiry/complaint procedures, including the name, address and local telephone number of Grantee. Grantee shall notify the District and its customers of the address of its website.

(K) Christmas Tree Chipping Program. Once per year throughout the Term, Grantee shall co-sponsor a Christmas tree chipping program with the District and the El Dorado District of the Boy Scouts of America. As part of the program, Grantee shall provide for two (2) consecutive eight (8)-hour days: (i) one (1) wood chipper, (ii) sufficient containers for the collection of wood chips generated by the wood chipper, (iii) sufficient drivers and trucks for the hauling of such wood chips, and (iv) an operator for the wood chipper.

EXHIBIT D
PERFORMANCE CRITERIA

Grantee and the District have established the following performance criteria pursuant to Section 20(C) of the Agreement to determine whether Grantee is entitled to the full CPI adjustment provided in Section 20(C) in the case of an increase in the CPI; Grantee shall always be subject to one hundred percent (100%) of any decrease in the CPI regardless of whether Grantee has satisfied the performance criteria. Each of these criteria shall be weighted at twenty percent (20%) of one hundred percent (100%) percent of the CPI. Thus, if Grantee satisfies each of the performance criteria at the one hundred percent (100%) level, it shall be entitled to one hundred percent (100%) of the CPI adjustment in the case of an increase in the CPI; if it satisfies four (4) of the five (5) criteria at the one hundred percent (100%) level and one (1) at the zero percent (0%) level, it shall be entitled to only eighty percent (80%) of the CPI adjustment. All of the criteria shall be prorated, as provided below.

1. The missed pick-up rate for residential customers shall not exceed .005%, or five (5) per one thousand (1,000) customers, on average per collection day for the most recently completed Operating Year prior to the effective date of the CPI increase (late pick-ups shall not be considered missed pick-ups for this purpose). If this performance criterion is not satisfied, the twenty percent (20%) component of the CPI increase attributable to this component shall be reduced by one percentage point (1%) for each customer in excess of five (5) that the average missed pick-up rate exceeds 5/1000 percent (.005%) on average per collection day for the relevant Operating Year. For example, if the average missed pick-up rate is 7/1000 percent (.007%), the CPI adjustment shall be reduced by two percentage points (2%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.
2. Grantee shall answer customer calls within an average of seventy five (75) seconds, as measured by Grantee's phone system and reported to the District, during the most recently completed Operating Year prior to the effective date of the CPI increase. If this performance criterion is not satisfied, the twenty percent (20%) component of the CPI increase attributable to this component shall be reduced by one percentage point (1%) for each second in excess of seventy-five (75) for the average time to answer customer calls. For example, if the average time to answer customer calls for the Operating Year preceding the effective date of a CPI adjustment is eighty (80) seconds, the CPI adjustment shall be reduced by five percentage points (5%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.
3. Grantee shall on average correct 99.95% (995 out of each 1,000 customers) customer complaints for each Operating Year preceding the effective date of the price CPI adjustment within the time specified in Section 20(C) of the Agreement, but only in so far as such complaints are capable of being corrected within such time period. If this performance criterion is not satisfied, the twenty percent (20%) component of the CPI adjustment attributable to this component shall be reduced by one percentage point (1%) for each customer in excess of five (5) that the average time to correct customer complaints exceeds the time specified in Section 20(C) of the Agreement. For example,

if for any Operating Year the average number of customers whose complaints are not corrected within the time period specified in Section 20(C) of the Agreement is ten (10) per one thousand (1,000) customers, the CPI adjustment shall be reduced by five percentage points (5%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.

4. Grantee shall on average correct 99.95% (995 out of 1,000) complaints for litter attributable to Grantee within forty-eight (48) hours after receipt for each Operating Year. If this performance criterion is not satisfied, the twenty percent (20%) component of the CPI adjustment attributable to this component shall be reduced by one percentage point (1%) for each occasion in excess of an average of five (5) per one thousand (1,000) that the time to correct complaints for litter attributable to Grantee during the relevant Operating Year exceeds forty-eight (48) hours. For example, if for any Operating Year the average number of complaints for litter that are not corrected within forty-eight (48) hours is ten (10) per one thousand (1,000) customers, the CPI adjustment shall be reduced by five percentage points (5%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.
5. All reports required to be filed by Grantee with the District pursuant to Section 17 of the Agreement shall be timely filed within the periods specified in that Section; provided, however, that up to three (3) reports per Operating Year may be filed late without a reduction in the CPI adjustment. For each occasion in excess of three (3) in the Operating Year preceding the effective date of the CPI increase that one of the reports required by Section 17 is filed late, the twenty percent (20%) component of the CPI adjustment attributable to this component shall be reduced by four percentage points (4%). For example, if for any Operating Year, five (5) reports required by Section 17 are not filed within the time specified in Section 17, the next succeeding CPI adjustment shall be reduced by eight percentage points (8%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.



“One Person’s Trash...”

Your guide to reducing, reusing and recycling

A Newsletter of
El Dorado Disposal Service

(530) 626-4141
(916) 985-1162
eldoradodisposal.com

Winter 2018

Help us “curb” cancer!



El Dorado Disposal Service is offering pink trash carts in support of breast cancer awareness.



Together we can kick cancer to the curb. El Dorado Disposal proudly promotes 35-gallon pink carts for residential trash service. The company is working to build awareness and increase funding to fight a disease that affects one in eight women in their lifetime, as well as to honor the many wives, mothers, sisters, daughters, and friends affected by breast cancer.

For every pink cart El Dorado Disposal has purchased, the manufacturer, Cascade Cart Solutions, donated \$5 to the American Cancer Society. Only 50 of the pink carts remain, so contact customer service at 530-626-4141 before they run out.

An incentive for recyclers

Effective January 1, 2018, a new fee that encourages recycling has been initiated at the El Dorado Disposal Material Recovery Facility.

Each load at the facility is assessed a charge based on the volume of material. When you choose to recycle, you will save money in two ways. First, with a smaller load for disposal, your volume of garbage – and fee – is lower. Second, your garbage disposal rate will not be assessed with a 25% fee.

All customers can save money when recyclable material is brought to the facility.

- Know what you can recycle (see page 4 for a list).
- Separate recyclables from garbage before you arrive at the facility.
- Inform the gate attendant that you have brought separated recyclables.

If you choose not to recycle a 25% fee will be assessed on your rate.

This new Recycling Incentive Fee will help support El Dorado County’s efforts to increase recycling and comply with California state law.

If you would like more information about the Recycling Incentive Fee or have other questions about recycling, ask the gate attendant, visit www.eldoradodisposal.com, or call 530-626-4141.



Tire Amnesty Days

Thanks to everyone who recycled tires through the Tire Amnesty events! El Dorado Disposal, the El Dorado County Environmental Management Department, and other local partners collected 12,419 tires for recycling from 2015 through 2017, our last Tire Amnesty Grant cycle. Our Tire Amnesty Grant has been approved for the coming year, so watch for more details about upcoming Tire Amnesty Days in the local news and at <https://edcgov.us/emd> or www.eldoradodisposal.com.



Refuel Your Fun

Four million disposable 1-pound propane cylinders are sold every year in California alone. Consumers spend around \$4 per disposable cylinder, just to be able to use the 30¢ of propane gas inside. When the camping trip is over, some folks sneak them into their garbage bins (where they don’t belong) or deliver them to a Household Hazardous Waste facility. Some people buy adapters to refill them, which is extremely dangerous as they are not manufactured to be re-pressurized. Many others simply leave them behind at the parks where they used them. When they are left at parks, state and local governments, as well as private campgrounds, pay around \$2 to \$3.50 per cylinder for a special waste company to pick up and properly dispose of them.

There has to be a better alternative! Fortunately, Flame King and Manchester Tank offer a solution — a refillable 1-pound cylinder. Using refillables will save you money and hassle, as well as reduce pollution. If you’re a camper, BBQ cook, or tailgate party chef,

choose the refillable option. Refillables are currently available at all California U-Haul locations that dispense propane, as well as at many West Marine, Home Depot, Orchard Supply Hardware, Kamps Propane, REI, and other outdoor equipment, sporting goods, and hardware stores. For a list of locations, go to <https://refuelyourfun.org/>.

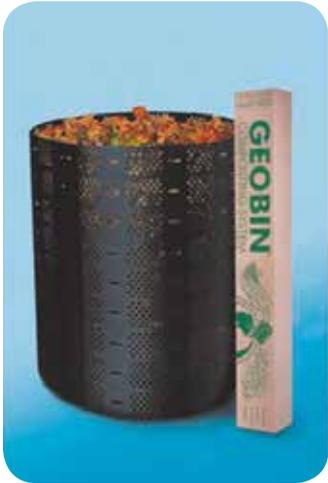


Recycling on the go



Look for new recycling bins at refueling stations throughout El Dorado County. The El Dorado County Environmental Management Department is utilizing City-County Payment Program funds to purchase these recycling bins and locate them where you buy fuel and snacks for your outdoor fun. Look for these blue bins and remember to recycle!

Turn green waste into garden gold



Composting turns grass clippings, leaves, dead garden plants, and fruit and vegetable scraps from the kitchen into something useful for your gardens. Compost helps create healthier soil by adding organic matter and improving soil structure. Healthy soil uses water more efficiently, allowing available water to flow toward your plants' roots, storing water in the soil longer, and reducing runoff and erosion.

This year, learn how to compost in your backyard. The El Dorado County Master Gardeners teach composting classes. If you need a compost bin, you can build or buy one or pick up a free GEObin (pictured) at a special event from the El Dorado County Environmental Management Department.

Yard waste is not allowed in garbage containers. Excess yard waste should go into your yard waste cart or be dropped off at the Transfer Station.



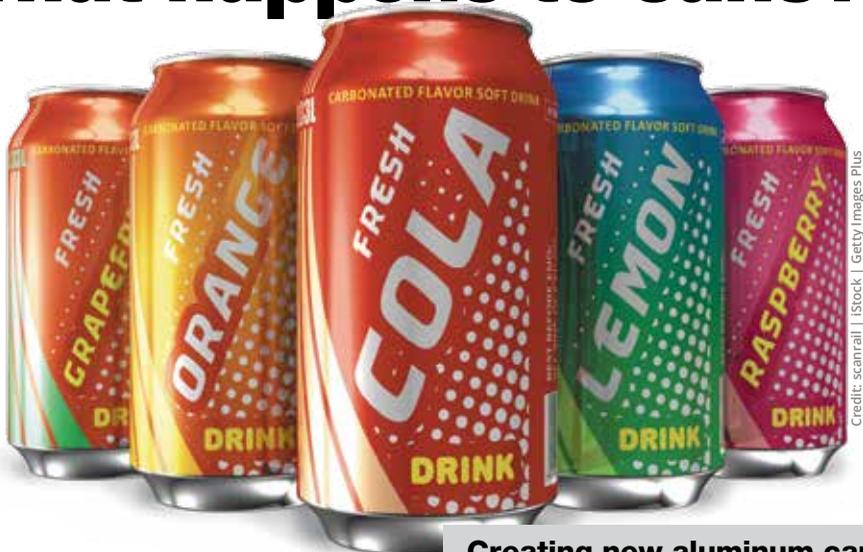
Celebrating safety and our drivers



Last spring, employees of El Dorado Disposal headed to the Red Hawk Casino for a rodeo. But this wasn't just any rodeo — it was a Truck Safety Rodeo. Truck Safety Rodeos promote professional development among drivers and recognize good driving records. They also offer some fun competition as drivers compete in challenges designed to simulate tricky, everyday situations. The winners receive prizes but also earn bragging rights.



What happens to cans?



Creating new aluminum cans from old ones uses 95% less energy than making them from ore.

Make a resolution this year to recycle all of your beverage cans. By putting your beverage cans into the recycling cart, you give them new life. Aluminum can be recycled repeatedly without any loss of its original properties. So the soda can you drop into the recycling cart today may become a new can, an electrical cable, or even a bicycle tomorrow.

Over 75% of the 800 million metric tons of aluminum manufactured since production began in the 1800s is still in circulation. About 32% of it is contained in aluminum siding, gutters, and other construction materials, about 28% can be found in machinery, and another 28% is used in transportation products, such as airplanes, automobiles, boats, ships, and trains. The Ford F-150 light truck now has an all-aluminum body and many luxury cars use aluminum in both the frame and body thanks to its strength and environmental advantages.

While aluminum ends up in all of these products, let's trace back the path of an aluminum beverage can. Ultimately, cans are recycled and returned to store shelves as new cans in as few as 60 days, which means you could purchase separate cans made from the same recycled aluminum six times per year!

First, aluminum beverage cans are collected curbside from homes, as well as from recycling bins in workplaces, schools, and public spaces. They are also collected at recycling drop-off centers and scrap metal yards.

After collection, cans are separated from other recyclables at a material recovery facility (MRF). As material moves along the conveyor belt at the MRF, aluminum cans are pushed away by a reverse magnet called an eddy current, which sends the cans into a holding bin. The cans are then crushed, baled, and shipped to a processor.

At the processing center, bales are broken down and the crushed cans are shredded into pieces about the size of a walnut. The shreds, which move along another conveyor belt, are screened to remove any non-aluminum materials and then passed through hot air to remove paint.

The aluminum shreds are fed into a furnace where they are converted into molten metal and poured into a mold. Once cooled, this new ingot of aluminum weighs 36,000 pounds. It takes 1.5 million cans to produce each ingot!

The ingot of aluminum is heated just enough so it can be rolled into a coil. The finished coil is approximately 9 miles in length! Coiled aluminum is then shipped to can manufacturers who use this coil to make new cans and lids.

Finally, those cans are filled and returned to store shelves, where the process begins again.

To learn more about local recycling programs, visit www.eldoradodisposal.com.



Each year, El Dorado Disposal employees and their families purchase bikes to build and then donate to children in need during the holiday season. The bikes are built by families at the Annual Bike Build event at the Material Recovery Facility in Diamond Springs.



Keep your recycling clean!

Many of California's recyclables are shipped to China where they are used in manufacturing. Earlier this year, China announced its National Sword campaign to crack down on dirty loads of recycling that find their way into the country. Often as recyclers, we forget that we are supplying a manufacturer with a raw material. That raw material needs to be clean and uncontaminated. Help keep recycling clean by following the instructions on page 4. Remember — only recyclables (no trash, no green waste, and no hazardous waste) go into recycling carts and bins!

Remodeling or planning a major clean-out?



Make the job easier by having a debris box or roll-off on site. You can call when the container needs to be emptied or set up a regular pickup schedule. Our Customer Service staff will help you determine what size container you need for the job you have planned. Our Dispatch team will get the container delivered and picked up in a quick and efficient manner.

Debris boxes are available in 6- and 10-cubic yard sizes. Roll-offs are available in 20-, 30-, and 40-cubic yard capacities. Whatever size you need, these containers offer convenience and cost-effective disposal, keep debris contained, and save you time by eliminating trips to the landfill.

- Acceptable items include:
- Cardboard

- Shrink wrap
- General office waste
- Wood
- Metal
- Carpet
- Furniture
- Construction debris
- Paint cans (completely dry with lids removed)
- Landscaping debris (minimal amount of dirt)
- General appliances (no appliances with Freon)
- Concrete (20 yd. containers only and no more than 1/2 full)
- Bricks (20 yd. containers only and no more than 1/2 full)
- Dirt (20 yd. containers only and no more than 1/2 full)
- Roofing materials (20 yd. containers only and no more than 1/2 full)
- Tree trunks (20 or 30 yd. containers only and cut in 3' by 3' pieces)

These items are NOT acceptable in a debris box or roll-off bin: whole tires, hazardous waste, drums or barrels, batteries, chemicals, oils or gasoline, paint cans (containing liquid and/or with lids attached), refrigerators (with Freon), A/C units (with Freon), and tree stumps.

Please call Customer Service at 530-626-4141 or 916-985-1162 for more information.

Recycle your Christmas tree

When it's time to "undeck" the halls, don't forget to recycle your Christmas tree. First, remove all of the ornaments, lights, garland, and tinsel, as well as the stand. Then you can recycle your bare, real Christmas tree through one of these programs which occur every year:

- Between January 2 and 15, you can drop off your Christmas tree for free recycling at the Material Recovery Facility (MRF), located at 4100 Throwita Way, Placerville. The MRF is open daily from 8 a.m. to 5 p.m.
- If you have curbside service, Christmas trees will be picked up from the curb during your yard waste collection week. Please cut the tree into pieces and bundle the pieces with string or twine. Bundles should be no more than 3 feet long and 18 inches in diameter. Place the bundles next to your yard waste cart.
- Residents of Cameron Park Community Services District may drop off Christmas trees through January 31, from 7 a.m. to dusk daily, at Cameron Park Lake in the lower gravel parking lot, located at 2989 Cambridge Road.



Credit: 26150 | E+ | Getty Images

COMMERCIAL RECYCLING

Items that SHOULD be recycled:

- Glass Bottles
- Cardboard
- Aluminum Cans
- Food Cans
- Beverage Cans
- Mail
- Newspaper
- Magazines

Items that SHOULD NOT be recycled:

- Mirrors
- Windows
- Food Waste
- Bubble Wrap
- Photographic Film
- Pet Waste
- Leather
- Yard Waste
- Auto Glass
- Construction Debris

El Dorado Disposal

**REDUCE
REUSE
RECYCLE**



TREAT THE EARTH RESPONSIBLY.

Western El Dorado Recovery Facility

Transfer Station and Material Recovery Facility (MRF)

4100 Throwita Way, Placerville

Open: 8 a.m. to 5 p.m., 7 days a week

Closes at 2 p.m. on: Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, and New Year's Eve

Closed: Christmas Day and New Year's Day

Materials Accepted at the Transfer Station for a Fee:

- Commercial and household waste
- Construction and demolition waste
- White goods, such as refrigerators, freezers, washing machines, stoves, air conditioning units, microwaves, etc.
- Tires (mounted or unmounted on rims)
- Yard waste

Materials Accepted at the MRF for Free:

- Buy-back for cans and bottles
- Cardboard, office paper, newspaper, and magazines
- Glass food and beverage bottles and jars
- Steel, tin, and aluminum cans
- Plastic food and beverage bottles, jugs, and containers
- Rigid plastic containers, such as laundry jugs, 5-gallon buckets, plastic storage containers, and laundry baskets, as well as rigid plastic resin patio chairs
- Consumer electronics (e-waste), such as televisions, computers, monitors, stereos, VCRs, cell phones, etc.
- Automotive batteries
- Mattresses and box springs (Fee applies if severely damaged, wet, twisted, or soiled)

Household Hazardous Waste Collection Facility

4100 Throwita Way, Placerville

Open to Residents: 9 a.m. to 4 p.m., Fridays, Saturdays, and Sundays only

Materials Accepted From Residents at No Charge:

- Medical sharps (such as needles and lancets) in an approved sharps container or a sealed plastic bottle or jug
- Unwanted over-the-counter and prescription medications (no "controlled substances" — Contact your pharmacist to ask whether an old prescription is considered a controlled substance.)
- Household chemicals, such as polishes, oven and drain cleaners, lighter fluid, mercury-containing items, cooking oil, etc.
- Personal care products, such as cosmetics, nail polish, and polish remover
- Garden and landscape products, such as fungicides, insecticides, and pool chemicals
- Garage or workshop chemicals, including paint, paint thinners, wood preservatives, antifreeze and other automotive fluids, used motor oil and filters, etc.
- Rechargeable and alkaline batteries
- Fluorescent light bulbs and tubes (limit of 15)
- Propane tanks (limit of 4)

Limit of 15 gallons or 125 pounds per visit

Hazardous Waste Disposal for Businesses:

Businesses generating less than 220 pounds or 27 gallons of hazardous waste per month may dispose of hazardous waste at this facility by appointment and for a fee. Appointments are available only on Fridays and Saturdays, from 8 to 9 a.m. Businesses must obtain a Hazardous Waste Generator Permit. For more information or to schedule an appointment, call 530-295-2898.

What can I recycle?

Whether you are recycling at home or at work, El Dorado Disposal accepts the same material in the mixed recycling cart or bin.

Please empty recyclables from bags or boxes so that recyclables are loose in the cart or bin. This makes unloading and sorting recyclables at the Material Recovery Facility much easier. Only two items should ever be bagged: plastic bags and shredded paper.

YES — Recycle This:

- All California Redemption Value beverage containers
- Clean paper and mail
- Corrugated cardboard
- Cereal boxes (without the liner)
- Shoe boxes
- Brown paper bags
- Newspaper and magazines
- Shredded paper in tied clear plastic bags (strips only — NO confetti shreds)
- Paperback books
- Catalogs and phone books
- Milk and soy milk cartons
- Juice boxes
- Frozen food boxes
- Paper egg cartons
- Plastic bottles, jars, and jugs (NO caps)
- Plastic dairy tubs, such as yogurt and margarine tubs (NO lids)
- Plastic bags — bundled in one bag that is tied shut
- Clear and colored glass jars, bottles, and jugs (NO lids)
- Aluminum foil and foil baking pans
- Aluminum cans
- Steel or tin cans
- Scrap metal (size limit of 2' by 2' and no more than 35 pounds; without wood, plastic, or rubber attachments)



NO — Do NOT Recycle That:

- Food scraps
- Food-soiled paper or boxes
- Plastic trays (bakery, meat, etc.)
- Prescription vials
- Paper towels, plates, or napkins
- Disposable diapers or rags
- Ceramics or dishes
- Light bulbs
- Mirrors or window glass
- Lids or caps
- Greasy or sharp scrap metal
- Needles or syringes
- Toxic containers (antifreeze, oil, syringes, etc.)
- Styrofoam, foam packaging, and packing peanuts

Extra Recycling

There is no charge for the collection of extra recyclables that do not fit in your recycle cart. Please put recycling in bags and clearly mark "Recycle" on the bag. Additional cardboard boxes may be placed next to your cart but must be broken down and no larger than 3' by 3' by 18". If you often have more recyclables than will fit in your cart, please call Customer Service at 530-626-4141 to order an additional recycle cart.

We want your suggestions, questions and comments!

El Dorado Disposal Service
P.O. Box 1270
Diamond Springs, CA 95619

Customer Service:
530-626-4141 or 916-985-1162
Ombudsman: 530-295-2809
www.eldoradodisposal.com

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Printed on FSC Certified Paper.
Please recycle after reading.

Off-Site Recycling and Redemption Centers

Residential Only

Placerville

580 Truck Street

Open: 8:30 a.m. to 4 p.m., Tuesday through Saturday*

Materials Accepted:

- Buy-back for CRV beverage containers (aluminum, plastic, and glass)
- Cardboard bin for all cardboard, newspaper, and magazines
- E-Waste accepted for free
- Drop-off box for household batteries only (No car, motorcycle, or other large batteries accepted)
- Fluorescent light bulbs and tubes (up to 4 feet long, 4 tube limit per month) accepted for free

Cameron Park

3510 Palmer Drive (behind CVS)

Open: 9:30 a.m. to 4 p.m., Tuesday through Saturday*

Materials Accepted:

- Buy-back for CRV beverage containers (aluminum, plastic, and glass)
- Cardboard bin for all cardboard, newspaper, and magazines
- E-Waste accepted for free (Limit of 4 TVs)
- Drop-off box for household batteries only (No car, motorcycle, or other large batteries accepted)
- Fluorescent light bulbs and tubes (up to 4 feet long, 4 tube limit per month) accepted for free

NOTE: No green waste recycling available at this facility. All Cameron Park residents may drop off green waste at the El Dorado Hills facility. Please take proof of residency.

El Dorado Hills

4421 Latrobe Road

Open: 9:30 a.m. to 4 p.m., Tuesday through Saturday*

Materials Accepted:

- Buy-back for CRV beverage containers (aluminum, plastic, and glass)
- Green waste bin (2-cubic yard maximum per day)
- Cardboard bin for all cardboard, newspaper, and magazines
- E-Waste accepted for free
- Drop-off box for household batteries only (No car, motorcycle, or other large batteries accepted)
- Fluorescent light bulbs and tubes (up to 4 feet long, 4 tube limit per month) accepted for free

*Closed for a half hour during attendant's lunch break, which may vary, but is usually between 12 and 1 p.m.

Visit the CalRecycle website,
calrecycle.ca.gov,
for current California Redemption Value (CRV) pricing.



“One Person’s Trash...”

Your guide to reducing, reusing and recycling

A Newsletter of
El Dorado Disposal Service

(530) 626-4141

(916) 985-1162

eldoradodisposal.com

Summer 2017



Credit: Alatom | E+ | Getty Images

FREE recycling for old mattresses and box springs

Old mattresses and box springs are now being accepted from the public for free through the Bye Bye Mattress program. The mattresses dropped off at community cleanup events, the Western El Dorado Material Recovery Facility in Placerville, and the El Dorado Hills Recycling Center, as well as those picked up curbside through the bulky-item program, are now being recycled through this program.

Bye Bye Mattress is administered by the Mattress Recycling Council (MRC), a non-profit organization created by the mattress industry and certified by the California Department of Resources Recycling and Recovery (CalRecycle) to develop and manage the California mattress recycling program required by the Used Mattress Recovery & Recycling Act enacted in 2013.

A mattress recycled through the Bye Bye Mattress program is broken up into four main components — steel, foam, wood, and fibers. These are used to make new products, such as carpet padding, steel products, filter media, and automotive insulation.

The program is funded through an \$11 recycling fee that is collected when a mattress or box spring is sold in California. Consumers will notice this fee as a separate line item on their receipt. The fee is used

to pay for collecting, transporting, and recycling discarded mattresses and also establishes a fund that helps municipalities battle illegal dumping.

“The mattress industry has experimented for decades with identifying responsible ways to manage old mattresses and box springs. A lack of convenient and no-cost collection options has been a persistent obstacle,” said Ryan Trainer, president of MRC and the International Sleep Products Association. “Partnerships with solid waste facilities help Bye Bye Mattress make recycling used mattresses accessible and easy for California residents.”

California is one of only three states in the nation with a statewide recycling program for mattresses and box springs, along with Connecticut and Rhode Island. The MRC operates the programs in all three states.

In addition to El Dorado Disposal, Affordable Furniture in Diamond Springs also participates in this program. You may call Affordable at 530-626-5270 to make a drop-off appointment with them. Other businesses that are interested in becoming collection sites should visit MattressRecyclingCouncil.org or call 415-509-8453.

Learn more about the program at ByeByeMattress.com.

Get rewarded for recycling!

Recyclebank®

El Dorado Disposal has partnered with Recyclebank to reward community members for recycling. You can earn points for recycling and also for learning about recycling and waste reduction online at Recyclebank.com. Then, you can browse the online catalog and use your points to get deals, including coupons, savings on products, and magazines, or to donate to environmental organizations.

If you live inside the city limits of Placerville, Cameron Park, or El Dorado Hills, you can be rewarded for curbside recycling. Additional fees may apply to participate in this program. Customers in unincorporated areas of the county may record their recycling online.

Start getting your rewards now! Visit Recyclebank.com or call 888-727-2978 to sign up today.

Welcome to the team!

By Isabella Strauss

On the behalf of El Dorado Disposal and Waste Connections, we would like

to welcome an exuberant addition to our team, Taylor Grimes, who is our new sustainability coordinator. El Dorado Disposal is expanding recycling and organic waste programs to help set our commercial customers up for success. Bringing Taylor on board allows El Dorado Disposal to educate the public, create positive environmental awareness, build productive relationships in the community, and encourage sustainable development. Taylor is deeply rooted in community outreach programs, ranging from “Ag in the Classroom” to informing local schools about recycling and sustaining our environment.

Taylor is a graduate of the University of Nevada with a major in geography. She

was born in Connecticut and raised in the Bay Area. After attending college in Reno, she moved to El Dorado County and began her career with El Dorado Disposal.

Over the next year, Taylor’s projects will focus on providing service and education to our commercial customers. In October of 2014, Governor Jerry Brown signed Assembly Bill 1826, which phases in organic waste recycling requirements for commercial businesses, the first of which went into effect on April 1, 2016. The law

has many requirements that must be met over the next few years. By bringing Taylor on board, El Dorado Disposal plans to kick start food waste reduction and recycling programs while working closely with local businesses.

Taylor is a great leader, and we are very excited about the work she will do at El Dorado Disposal and within our community.



Taylor Grimes, the new sustainability coordinator, will be working with local businesses to implement organics and other recycling programs.

Photo by Isabella Strauss

Join us for a tour!

El Dorado Disposal offers tours at the Material Recovery Facility (MRF), which is located in Placerville. We invite you to visit the MRF with your civic or church group, scout troop, 4-H club, or class. During your tour, you’ll learn what happens to your trash and recyclables after they are picked up.

If you don’t have time to tour the MRF, our staff would be happy to visit your classroom or group meeting to talk about recycling and all of our local programs.

To schedule a tour or a presentation, call Customer Service at 530-626-4141.

Fall Community Cleanups

Cameron Park

September 16, 8 a.m. to 2 p.m.
Camerado Springs Middle School
2480 Merrychase Drive

Grizzly Flats

September 23, 8 a.m. to 2 p.m.
Community Church on Sciaroni Road

El Dorado Hills

September 30, 9 a.m. to 3 p.m.
Rolling Hills Church
800 White Rock Road

City of Placerville

October 14, 8 a.m. to 2 p.m.
Mosquito Road Park and Ride

Community cleanups are for residents only. No commercial waste, large appliances, hazardous waste, batteries, tires, rocks, dirt, concrete, or propane tanks will be accepted.



Planning improvements in your home or on your property?

Make the job easier by having a debris box or roll-off bin on site. You can call when the container needs to be emptied or set up a regular pickup schedule. Our Customer Service staff will help you determine what size container you need for the job you have planned. Our Dispatch team will get the container delivered and picked up in a quick and efficient manner.

Debris boxes are available in 6- and 10-cubic yard sizes. Roll-offs are available in 20-, 30-, and 40-cubic yard capacities. Whatever size you need, these containers offer convenience and cost-effective disposal, keep debris contained, and save you time by eliminating trips to the landfill.

Acceptable items include:

- Cardboard
- Shrink wrap
- General office waste
- Wood
- Metal
- Carpet
- Furniture
- Construction debris
- Paint cans (completely dry with lids removed)

- Landscaping debris (minimal amount of dirt)
- General appliances (no appliances with Freon)
- Concrete (20 yd. containers only and no more than ½ full)
- Bricks (20 yd. containers only and no more than ½ full)
- Dirt (20 yd. containers only and no more than ½ full)
- Roofing materials (20 yd. containers only and no more than ½ full)
- Tree trunks (20 or 30 yd. containers only and cut in 3' by 3' pieces)

These items are NOT acceptable in a debris box or roll-off bin: whole tires, hazardous waste, drums or barrels, batteries, chemicals, oils or gasoline, paint cans (containing liquid and/or with lids attached), refrigerators (with Freon), A/C units (with Freon), and tree stumps.

Please call Customer Service at 530-626-4141 or 916-985-1162 for more information.



Simple steps to composting success

You can make your own compost in the backyard. The ingredients you'll need are readily available — “green” and “brown” organic waste, water, and air. After you've mixed these ingredients and given them some time to cook, you'll have a finished compost that will make a nutritious amendment for your soil. Follow these steps to create your own compost:

1. Choose a level area in your yard. You don't want your compost bin to be in the way, but you don't want it too far away from your source of organic material, either. You'll need at least a 3- by 5-foot area to give your bin room to breathe and you room to work.
2. Select a spot that is out of direct sunlight most of the day.
3. Make sure that you have access to water nearby and a hose that will reach the spot.
4. Build your own bin, or purchase a commercial compost bin. The size and type will depend on how much organic material you have available and how fast you want your compost to cook.
5. Mix “brown” yard waste, such as dry leaves and dead plants, with “green” organic waste, such as grass clippings and fruit and vegetable scraps. You'll want about half “green” and half “brown” materials. If you are grasscycling most of your lawn clippings, coffee grounds and tea leaves are a good “green” organic material (even though they are colored brown); coffee grounds are a source of nitrogen, as are other “greens.” Mix the material as you fill your compost bin. Be sure that fruit and vegetable scraps are at least 10 inches below the surface of the

pile — this will keep unwanted animal visitors away. (Don't put any meats or dairy products in a backyard compost bin or pile.)

6. Chop larger waste, such as twigs, into smaller pieces. You can chop this material manually using trimmers or loppers, or you can run twigs and branches through a chipper/shredder. (You could share a chipper/shredder with your neighbors or rent one.) Chopping this woody waste will help it rot more quickly.
7. Turn or stir the compost at least every other week. Use a pitchfork, a shovel, or a compost turner. Be sure that the material is thoroughly mixed each time you turn it. The more often you turn your pile, the more quickly your material will decompose.
8. Add water if your pile becomes dry. Mix the water evenly through the material. During most weather conditions, your pile should be moist but not soaking wet. If your pile becomes soggy during wet weather, turn and mix the material to add air and help dry it out. A tarp can help keep your composting materials from getting too wet during heavy rains.
9. Give your compost up to six months to cook and cure. For faster compost, turn the pile more often. When the waste has become dark and crumbly, you have compost!
10. Spread the compost as mulch around trees or under bushes, mix it into your garden soil, or combine it with soil or sand to make a great potting soil.

For more information, visit HowToCompost.org.

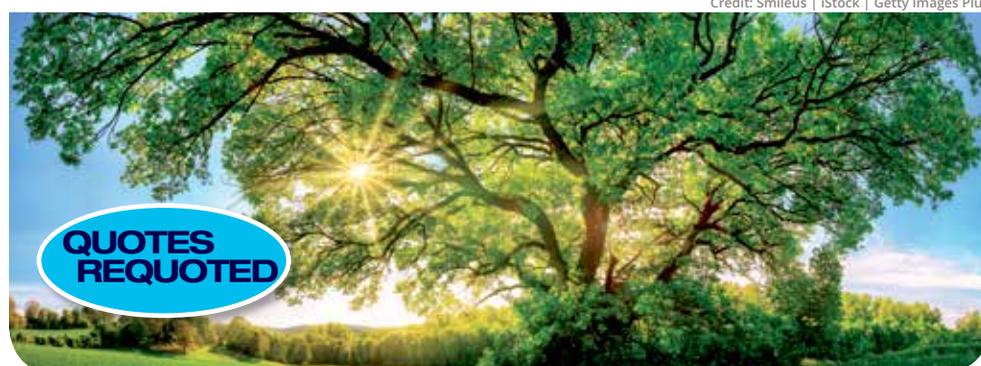
Battery collection now in your neighborhood

El Dorado Disposal makes battery recycling easy for residential customers. We provide a battery container for you to fill with alkaline, lithium, and rechargeable household batteries. You fill it up. When it's full, you call and we pick it up on your regular collection day. To request a battery container, call Customer Service or email OLPEIDoradoDisposal@WasteConnections.com to submit a request. Corroded, lead acid, wet cell, and automotive batteries are not accepted through this curbside program.

You can also drop off batteries as household hazardous waste free of charge at the Material Recovery Facility, 4100 Throwita Way, Placerville. The Household Hazardous Waste Facility is open on Fridays, Saturdays, and Sundays only, from 9 a.m. to 4 p.m.



Credit: supermimicry | E+ | Getty Images



QUOTES
REQUIRED

Climb the mountains and get their good tidings. Nature's peace will flow into you as sunshine flows into trees. The winds will blow their own freshness into you, and the storms their energy, while cares will drop off like autumn leaves. As age comes on, one source of enjoyment after another is closed, but Nature's sources never fail.

John Muir, 1838-1914 • Scottish-American naturalist



DO compost these:

- Grass clippings
- Twigs and leaves
- Coffee grounds, filters, and tea leaves and bags
- Egg shells (ground into tiny pieces)
- Fruit and vegetable scraps
- Shredded newspaper
- Dryer lint
- Nut shells
- Stale bread

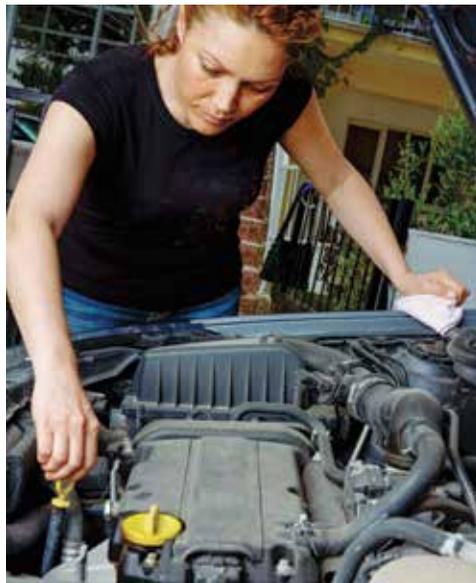
DON'T put these in the pile:

- Diseased plants
- Weeds that have gone to seed
- Plants that are spread by runners, such as Morning Glory or Buttercup
- Cat, dog, or human waste
- Chemically treated wood products
- Glossy or coated papers
- Ashes
- Meat and fish scraps and bones
- Oils and other fatty food products
- Milk products

Motor oil recycling

Motor oil is a serious environmental hazard if not properly collected and recycled. If you are a do-it-yourselfer who changes your own oil, contact Customer Service and we will provide you with containers for used motor oil. Once you fill the containers, simply call El Dorado Disposal Customer Service to schedule a pickup or email OLPEIDoradoDisposal@WasteConnections.com.

You can also put used motor oil in securely closed gallon jugs and take them to a location equipped to collect and recycle motor oil. To find motor oil recycling sites, visit CalRecycle.CA.gov/UsedOil/Public. Motor oil is also accepted at the



Household Hazardous Waste Facility in Placerville on Fridays, Saturdays, and Sundays only.

Keep It Up

Paper recycling at record high rate in the U.S.



Credit: temmuzcan | E+ | Getty Images

According to the American Forest & Paper Association, the paper recovery rate in the U.S. reached a record high of 67.2% in 2016! That's more than double the rate first measured back in 1990.

U.S. paper mills used 30.8 million tons of recovered paper, and we exported a net 21.8 million tons of recovered paper. Recycling that much paper saved 177 million cubic yards of landfill space, or enough to fill the Empire State Building 129 times!

So where does all of that paper go? Nearly 80% of U.S. paper makers use some recovered paper to make products such as office paper, newsprint, tissue products, and paperboard. Recovered paper is also feedstock for insulation and molded pulp products, such as egg cartons and packaging materials.

Recycling paper not only saves landfill space, but it also saves trees, conserves energy, and reduces greenhouse gas emissions, as well.

- **Trees:** Approximately 1.2 trees are used to produce just two cartons (20 reams) of 100% virgin copier paper. The more recycled paper we use in making paper, the fewer trees we have to harvest and use.
- **Energy:** The U.S. Environmental Protection Agency estimates that every ton of mixed paper recycled can save

the energy equivalent of 166 gallons of gasoline. That means in 2016 we saved the energy equivalent of over 8.7 billion gallons of gasoline just by recycling paper!

- **Emissions:** Recycling paper and paperboard at the current volume is equivalent to taking 31 million cars off of the road each year — about the number of cars and light trucks registered in the State of California!

Even though the recycling rate for paper is higher than ever, more than 30% of our waste paper is still being disposed instead of recycled. In 2016, 20.9 million tons of recyclable paper were landfilled. That's about 129 pounds for every person in America annually. We can do better! Just think of the difference we can make by recycling the rest of our newspaper, magazines and catalogs, junk mail, office and school paper, and cardboard instead of trashing it!

Odor Control



Credit: Ljupco | iStock | Getty Images Plus

Due to the heat of the summer months, it can be challenging to keep curbside carts, trash cans, and bins from giving off unpleasant odors. Trash cans see their share of gunk and grime. Plus, many of the things we throw away can be downright stinky, especially when met with the sun's rays, high humidity, and summer temperatures. It's no wonder your containers might greet you with a putrid smell each time you open the lid. Luckily, there are some steps that you can take to reduce and control odors:

1. When it's not collection day, store your containers in a cool, shaded area or inside a garage or shed to avoid the sun's heat. If possible, place your containers at the curb early on collection day and take them in as soon as possible after collection so that they don't sit in the hot sun for long periods of time.
2. Bag food and yard waste in your trash can or cart. Odors often come from bacteria that thrive in damp environments. To avoid excess moisture, drain off any liquids from food waste before placing it into the trash bag. Empty all containers before placing them into a recycling bin or cart.
3. To keep moist waste from sticking to the bottom of your container, try placing dry items, such as a few sheets of newspaper or cardboard, underneath moist items, like grass clippings.
4. Sprinkle about a quarter of a cup of baking soda into the bottom of each container (or even into individual trash bags) to help absorb odors.

5. Wash your containers by following these steps:
 - Place your containers over an absorbent surface, such as your yard, so that any rinse water will soak into the ground instead of running off.
 - If you just want to give the containers a quick clean, squirt a bit of dish soap inside. For more serious odors, pour two to three cups of white vinegar into each container.
 - Attach an automatic shut-off spray nozzle to your hose. For best results, you want to use a small amount of water at high pressure. Spray the inside walls and then the bottom of the cart.
 - Let the soapy water or vinegar/water solution soak in the bottom of containers for an hour or so.
 - Tip each container over and dump out the solution onto the ground. Spray the insides of the containers thoroughly to rinse them one more time and then turn them upside-down to drain for a few minutes.
 - Turn the containers right-side up. Leave them in the sun with the lid open to dry. The sun will not only finish drying out the containers but will also kill off those last few germs and smells.
6. If you still have unpleasant odors, repeat the wash process using a cup of baking soda in each container instead of dish soap or vinegar.



**MANDATORY ORGANICS
RECYCLING FOR CALIFORNIA
BUSINESSES AND MULTI-FAMILY
COMPLEXES
"AB 1826"**

January 1, 2017: Commercial businesses generating 4 or more cubic yards of organic waste per week must arrange for recycling services for the following materials

- Food waste
- Green waste
- Landscape and pruning waste
- Non-hazardous wood waste
- Food-soiled paper

January 1, 2017: Multi-Family Complexes with 5 units or more generating 4 or more cubic yards of organic waste a week must arrange for recycling services of the same material with the exception of food waste and food soiled paper.

Organic Waste Recycling Services

The requirement to recycle organic waste can be met by taking one or any combination of the following options:

1. Subscribe to an organic waste recycling service provided by your local hauling company
2. Sell or donate the generated organic waste

Scheduling a Waste Assessment

Email our sustainability coordinator for more information and to schedule a free waste assessment!

Email: Taylorg@wcnx.org



Western El Dorado Recovery Facility

Transfer Station and Material Recovery Facility (MRF)

4100 Throwita Way, Placerville
 Open: 8 a.m. to 5 p.m., 7 days a week
 Closes at 2 p.m. on: Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, and New Year's Eve
 Closed: Christmas Day and New Year's Day

Materials Accepted at the Transfer Station for a Fee:

- Commercial and household waste
- Construction and demolition waste
- White goods, such as refrigerators, freezers, washing machines, stoves, air conditioning units, microwaves, etc.
- Tires (mounted or unmounted on rims)
- Yard waste

Materials Accepted at the MRF for Free:

- Buy-back for cans and bottles
- Cardboard, office paper, newspaper, and magazines
- Glass food and beverage bottles and jars
- Steel, tin, and aluminum cans
- Plastic food and beverage bottles, jugs, and containers
- Rigid plastic containers, such as laundry jugs, 5-gallon buckets, plastic storage containers, and laundry baskets, as well as rigid plastic resin patio chairs
- Consumer electronics (e-waste), such as televisions, computers, monitors, stereos, VCRs, cell phones, etc.
- Automotive batteries
- Mattresses and box springs (Fee applies if severely damaged, wet, twisted, or soiled)

Household Hazardous Waste Collection Facility

4100 Throwita Way, Placerville
 Open to Residents: 9 a.m. to 4 p.m., Fridays, Saturdays, and Sundays only

Materials Accepted From Residents at No Charge:

- Medical sharps (such as needles and lancets) in an approved sharps container or a sealed plastic bottle or jug
- Unwanted over-the-counter and prescription medications (no "controlled substances" — Contact your pharmacist to ask whether an old prescription is considered a controlled substance.)
- Household chemicals, such as polishes, oven and drain cleaners, lighter fluid, mercury-containing items, cooking oil, etc.
- Personal care products, such as cosmetics, nail polish, and polish remover
- Garden and landscape products, such as fungicides, insecticides, and pool chemicals
- Garage or workshop chemicals, including paint, paint thinners, wood preservatives, antifreeze and other automotive fluids, used motor oil and filters, etc.
- Rechargeable and alkaline batteries
- Fluorescent light bulbs and tubes (limit of 15)
- Propane tanks (limit of 4)
Limit of 15 gallons or 125 pounds per visit

Hazardous Waste Disposal for Businesses:

Businesses generating less than 220 pounds or 27 gallons of hazardous waste per month may dispose of hazardous waste at this facility by appointment and for a fee. Appointments are available only Fridays and Saturdays, from 8 to 9 a.m. Businesses must obtain a Hazardous Waste Generator Permit. For more information or to schedule an appointment, call 530-295-2898.

What can I recycle?

Whether you are recycling at home or at work, El Dorado Disposal accepts the same material in the mixed recycling cart or bin.

Please empty recyclables from bags or boxes so that recyclables are loose in the cart or bin. This makes unloading and sorting recyclables at the Material Recovery Facility much easier. Only two items should ever be bagged: plastic bags and shredded paper.

YES — Recycle This:

- All California Redemption Value beverage containers
- Clean paper and mail
- Corrugated cardboard
- Cereal boxes (without the liner)
- Shoe boxes
- Brown paper bags
- Newspaper and magazines
- Shredded paper in tied clear plastic bags (strips only — NO confetti shreds)
- Paperback books
- Catalogs and phone books
- Milk and soy milk cartons
- Juice boxes
- Frozen food boxes
- Pizza boxes
- Paper and Styrofoam egg cartons
- Plastic bottles, jars, and jugs (NO caps)
- Plastic dairy tubs, such as yogurt and margarine tubs (NO lids)
- Plastic bags — bundled in one bag that is tied shut
- Clear and colored glass jars, bottles, and jugs (NO lids)
- Aluminum foil and foil baking pans
- Aluminum cans
- Steel or tin cans
- Scrap metal (size limit of 2' by 2' and no more than 35 pounds; without wood, plastic, or rubber attachments)



NO — Do NOT Recycle That:

- Food scraps
- Food-soiled paper or boxes
- Plastic trays (bakery, meat, etc.)
- Prescription vials
- Paper towels, plates, or napkins
- Disposable diapers or rags
- Ceramics or dishes
- Light bulbs
- Mirrors or window glass
- Lids or caps
- Greasy or sharp scrap metal
- Needles or syringes
- Toxic containers (antifreeze, oil, syringes, etc.)

Extra Recycling

There is no charge for the collection of extra recyclables that do not fit in your recycle cart. Please put recycling in bags and clearly mark "Recycle" on the bag. Additional cardboard boxes may be placed next to your cart but must be broken down and no larger than 3' by 3' by 18". If you often have more recyclables than will fit in your cart, please call Customer Service at 530-626-4141 to order an additional recycle cart.

We want your suggestions, questions and comments!

El Dorado Disposal Service
 P.O. Box 1270
 Diamond Springs, CA 95619

Customer Service:
 530-626-4141 or 916-985-1162
 Ombudsman: 530-295-2809
 www.eldoradodisposal.com

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Printed on recycled paper
 70% post-consumer news content, using soy inks

Off-Site Recycling and Redemption Centers

Placerville

580 Truck Street
 Open: 8:30 a.m. to 4 p.m., Tuesday through Saturday*

Materials Accepted:

- Buy-back for cans and bottles
- Cardboard bin for all cardboard, newspaper, and magazines
- E-Waste accepted for free
- Drop-off box for household batteries only (No car, motorcycle, or other large batteries accepted)
- Fluorescent light bulbs and tubes (up to 4 feet long, 15 tube limit) accepted for free

Cameron Park

3510 Palmer Drive (behind CVS)
 Open: 9:30 a.m. to 4 p.m., Tuesday through Saturday*

Materials Accepted:

- Buy-back for cans and bottles
- Cardboard bin for all cardboard, newspaper, and magazines
- E-Waste accepted for free
- Drop-off box for household batteries only (No car, motorcycle, or other large batteries accepted)
- Fluorescent light bulbs and tubes (up to 4 feet long, 15 tube limit) accepted for free

NOTE: No green waste recycling available at this facility. All Cameron Park residents may drop off green waste at the El Dorado Hills facility. Please take proof of residency.

El Dorado Hills

4421 Latrobe Road
 Open: 9:30 a.m. to 4 p.m., Tuesday through Saturday*

Materials Accepted:

- Buy-back for cans and bottles
- Green waste bin (2-cubic yard maximum)
- Cardboard bin for all cardboard, newspaper, and magazines
- E-Waste accepted for free
- Drop-off box for household batteries only (No car, motorcycle, or other large batteries accepted)
- Fluorescent light bulbs and tubes (up to 4 feet long, 15 tube limit) accepted for free
- Mattresses and box springs

*Closed for a half-hour during attendant's lunch break, which may vary, but is usually between 12 and 1 p.m.

Visit the CalRecycle website,
calrecycle.ca.gov,
 for current California Redemption Value (CRV) pricing.

2017 OUTREACH:

COMMERCIAL RECYCLING



Items that **SHOULD**
be recycled:

- Glass Bottles
- Cardboard
- Aluminum Cans
- Food Cans
- Beverage Cans
- Mail
- Newspaper
- Magazines

Items that **SHOULD**
NOT be recycled:

- Mirrors
- Windows
- Food Waste
- Bubble Wrap
- Photographic Film
- Pet Waste
- Leather
- Yard Waste
- Auto Glass
- Construction Debris



Target Audience: Commercial Customers

Goal: Recycling education and information

8/25/2017 |

Hello,

Just to briefly introduce myself, my name is Taylor and I am the sustainability coordinator at El Dorado Disposal. This email is regarding the state mandated law *AB 1826* which signifies mandatory organics recycling for commercial businesses. You are receiving this email because your business may meet the requirements to establish organic waste recycling. Your business may meet the requirement due to the fact that a trash enclosure is shared between your business (Aji Bistro), Chantara, Yogaberry, Rubios and Milestone and as a collective entity your businesses combined may meet that minimum threshold of the 4 yards of organic waste generation per week.

Before we jump to any conclusions, I would like to come out and conduct a waste assessment at your business so I can get a more accurate estimate of how much organic waste your business generates per day. I have already discussed this possible transition with Tulen Emery and if you have any concerns regarding this please contact her directly. If you have any questions or concerns regarding the state law or organics recycling in general please feel free to email me directly!

I would like to come out within the next week to conduct the waste assessment, my available days next week are 8/30, 8/31/ and 9/1. I would prefer to come between lunch and dinner or when the trash has not been taken out so I can get my best estimate. Please email a good time for you or call me at (530) 313-8322.

Warm Regards,

Taylor Grimes
Sustainability Coordinator
El Dorado Disposal
Waste Connections, Inc.
(530) 313-8322

Target Audience: Commercial businesses in Town Center generating organic waste

Goal: Identify commercial businesses that may be required by state law to recycle organic waste

Bill message EDH, CP, EDCO, Pville August 2017- Commercial

As of January 1st, 2017 all commercial businesses generating 4 or more yards of *organic waste* per week will be required to establish organics recycling services per the state mandate AB 1826. Please email our sustainability coordinator at Taylor@wcnx.org to schedule your free waste assessment.

Bill Message: September 2017

Attention to all commercial customers: Please remember to recycle all of your cardboard, aluminum and glass. If you have any questions regarding what you can recycle please visit our website Eldoradodisposal.com or email our sustainability coordinator Taylor@wcnx.org.

Bill Message November:

As the holidays begin to approach and waste generation increases we want to make sure all materials are being disposed of properly and in the right containers. All commercial businesses should be disposing of their aluminum, metal, cardboard, and plastics in the same recycling bin. Please remember to bag all Styrofoam and break down your cardboard. If you have any questions please call out main office at (530) 626-4141.

Target Audience: Commercial Customers

Goal: Disseminate information about legislation, services and recycling

“MRF” or **Material Recovery Facility**

REDUCE, REUSE, RECYCLE

El Dorado Disposal is a mixed-waste processing facility

What does that mean?

The trash and recyclables are collected by a single truck and taken to a Materials Recovery Facility (MRF) to be sorted into various commodity streams for sale to markets, where it is processed into feedstock which can be used in the manufacture of new products.

**All recycled material can be made into
something new!**

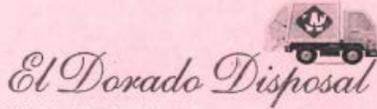


Recycling Facts!

- Plastic can be turned into T-shirts, sweaters, fleece jackets, insulation for jackets and sleeping bags, carpeting and more bottles. It takes about 10 bottles to make enough plastic fiber to make a cool new t-shirt. It takes 63 bottles to make a sweater.
- Metal cans be turned into car parts, bike parts, new cans and appliances, just like your washing machine!
- You can recycle aluminum over and over again, and there is really no limit to it.

Target Audience: Group of kids touring the Material Recovery Facility

Goal: Provide information and recycling facts



EL DORADO COUNTY

Nº 319343

MULTI-FAMILY COLLECTION VOUCHER

April 1, 2017 through April 1, 2018

Multi-Family Complex, Customers of El Dorado Disposal Service residing within the County of El Dorado may use this voucher one time for the collection of one large item, (1) mattress and box spring, appliance, or any other bulky item. Please note that an additional processing charge will apply to appliances requiring the removal of restricted wastes (freon and mercury switches). A handling charge will apply for the removal of additional items (2) additional item limit.

To take advantage of this program we ask that you: 1) Call El Dorado Disposal Service office in advance to schedule collection at the curb, 2) Prominently attach this tag to the item for the collection driver, 3) Your account must be in current status.

Hazardous materials are prohibited and voucher may only be used for curbside collection. This voucher cannot be redeemed at the Material Recovery Facility (MRF).

ORIGINAL VOUCHER ACCEPTED ONLY, NO COPIES

Please complete the following:

Manager's Name _____ Account No. _____

Address _____

Website: eldoradodisposal.com • El Dorado Disposal Service (530) 626-4141

Target Audience: Residents of Multi-Family Complexes

Goal: Provide tenants and property management with vouchers to alleviate illegal dumping, senior residents with easier waste removal and management of material on site.



El Dorado Disposal
A Waste Connections Company

Dear Customer,

We are writing to inform you that as of 5/24/2017 your business or Multi-Family Complex does not stand in compliance with the state law for mandatory commercial recycling, also known as, Assembly Bill 341. The mandatory commercial recycling measure is a part of a larger state wide goal designed to meet California's recycling goal of 75% by the year 2020. After reviewing your current services it appears that your business currently generates 4 cubic yards or more of trash per week which meets the threshold for mandatory commercial recycling. Meeting this threshold will require your business to sign up for recycling services. El Dorado Disposal offers recycling services free of charge and we will complete the delivery of the recycling bins as soon as we can after setting up service. We have a great team here at El Dorado Disposal that can assist you in answering any of the questions or concerns you might have. We understand that space can be an issue. Please contact our sustainability coordinator to set up service, schedule a waste assessment or to answer any specific questions regarding recycling and the new state law. Also, please feel free to visit www.calrecycle.ca.gov/recycle/commercial for additional information regarding AB341.

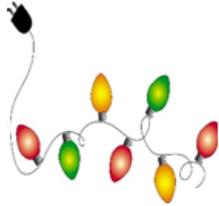
Thank you in advance!

**Taylor Grimes
Sustainability Coordinator
El Dorado Disposal
Email: TaylorG@wcnx.org
Phone: (530) 313-8322**

Target Audience: Commercial customer not in compliance AB 341- Mandatory Commercial Recycling for commercial businesses

Goal: Transition non-compliance businesses into compliant

Christmas Tree Recycling Opportunities



Between January 2nd – January 15th you can drop off your Christmas tree for free recycling, you can also drop off broken Christmas lights at the Material Recovery Facility (MRF), located at 4100 Throwita Way, Placerville. The MRF is open daily from 8am to 5pm.

If you have **curbside service**, Christmas trees will be picked up from the curb during your yard waste collection week. If you do not have yard waste collection in your area we will pick up the Christmas trees on your trash only collection weeks between January 2nd – January 31st. Please cut the tree into pieces and bundle the pieces with twine or rope. Bundles should be no more *than* 3 feet long and 18 inches in diameter. Place the bundles on the ground next to your cart.

Residents of **El Dorado Hills** may drop off Christmas trees on January 6th from 9am to 3pm and January 7th from 9am to 12pm at the El Dorado Hills CSD main parking lot for the tree chipping event.

Residents of **Cameron Park CSD** may drop off Christmas trees from December 26th – January 31st at Cameron Park Lake lower gravel parking lot, located at 2989 Cambridge Road from 7am – dusk. Cameron Park Boy Scout Troops 700 and 550 collect Christmas trees for recycling to help pay for Scout camps, events & outings. Suggested Donation is \$10.00. Envelopes will be dropped off at eligible homes on December 2nd. Due to safety issues Scouts may not be able to reach all homes. Tree pick up will take place on January 6th starting at 8am.



Target Audience: Residential customers

Goal: Disseminate information about free recycling opportunities our company provides to customers

Resources

Local

El Dorado County Community Development Agency Environmental Management Division
(530) 621-5300
<http://www.edcgov.us/EMD/>

El Dorado Disposal
(530) 626-4141
<http://www.eldoradodisposal.com>

South Tahoe Refuse
(530) 541-5105
<http://www.southtahoerefuse.com>

El Dorado Food Bank
(530) 621-9950
<http://www.foodbankedc.org/give-help>

State

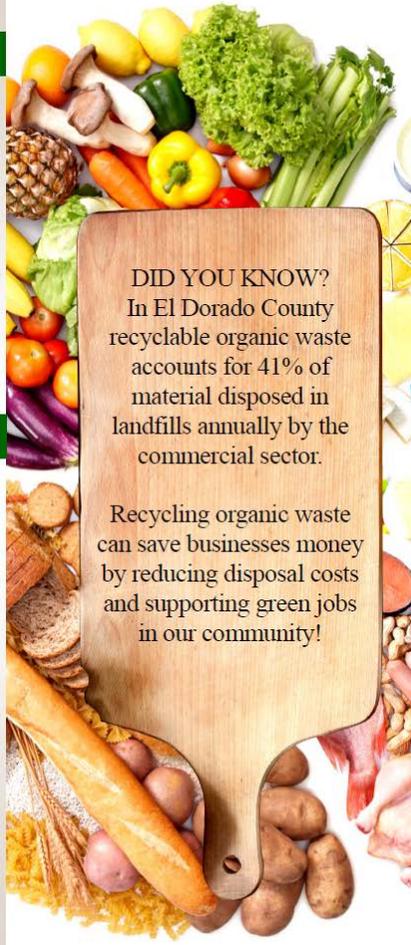
Mandatory Organic Recycling (MORE) Home Page
<http://www.calrecycle.ca.gov/Recycle/Commercial/Organics/>

Mandatory Organic Recycling (MORE) Frequently Asked Questions (FAQs)
<http://www.calrecycle.ca.gov/Recycle/Commercial/FAQ.htm>

CalRecycle Food Scrap Management Home Page
<http://www.calrecycle.ca.gov/organics/Food/default.htm>

California Air Resources Board (ARB) Small Business Toolkit
www.CoolCalifornia.org

Sustainability Coordinator—El Dorado Disposal
Taylor@wvnx.org
(530) 313-8322



DID YOU KNOW?
In El Dorado County recyclable organic waste accounts for 41% of material disposed in landfills annually by the commercial sector.

Recycling organic waste can save businesses money by reducing disposal costs and supporting green jobs in our community!

MANDATORY ORGANICS RECYCLING FOR CALIFORNIA BUSINESSES AND MULTI-FAMILY COMPLEXES

EL DORADO DISPOSAL



Waste Connections

Target Audience: Commercial customers that are required to recycle organic waste

Goal: Provide information and resources to customers about state law AB 1826- Mandatory Organics Recycling for commercial customers.

Construction and Demolition Recycling

20, 30 AND 40 YARD CONTAINERS

ACCEPTABLE C&D MATERIALS

- Sheet Rock
- Roofing Material
- Bricks
- Untreated Wood
- Metal
- Cardboard

Accepted in LIMITED quantities:

- Dirt
- Sod
- Concrete
- Asphalt
- Waddles

UNACCEPTABLE MATERIALS

- Strapping
- Insulation
- Vinyl Siding
- Plastic Film
- Styrofoam
- Appliances
- Car Fluids
- Batteries
- Hazardous Waste
- Treated wood

El Dorado Disposal



Target Audience: Construction Sites-

Goal: Increase C&D Diversion

Please Place All Garbage in 6 Yard Containers

Por favor coloque toda la basura en contenedores de 6 yardas

Items to go in Bin

- Strapping
- Food
- Food Wrappers
- Insulation
- Empty Paint Cans
- Styrofoam

Artículos para ir al contenedor de basura

- Plastico
- Comida
- Envasado de alimentos
- Aislamiento
- Latas de pintura vacias
- Espuma de poliestireno



NO hazardous wastes, appliances, batteries, oils, paints, solvents, dirt, sod, light bulbs

NO residuos peligrosos, electrodomésticos, baterías, aceites, pinturas, solventes, tierra, césped, bombillas

Call Summary By Queue
1/1/2017 - 12/31/2017
8:00 AM - 5:00 PM

Group	Calls Offered	Calls Answered	Calls Abandoned	Avg Call Length	Avg Wait Time	Longest Wait
1 - El Dorado Hills	21381	15114	3504	4:30	2:45	24:08

Billing Messages for EL Dorado Hills 2017

January 2017

Tired of missing your trash day? Sign up for a reminder at www.eldoradodisposal.com today!

Did you know El Dorado Disposal offers curbside service for motor oil and household batteries free of charge? Please contact Customer Service at 530-626-4141 to order your containers and schedule service.

February 2017

If your trash cart or bin is overfull and the lid does not close completely you will be charged extra.

If you have your account set up on recurring payment you are receiving this bill for your records.

Please have your carts out no later than 5am on your service day.

March 2017

Tired of missing your trash day? Sign up for reminders at www.eldoradodisposal.com today! Please have your carts out before 5a on your service day.

April 2017

NOTICE OF PUBLIC HEARINGNotice of public hearing on proposed rate increase will be held at 6:30pm on Thursday, June 8th in the Norm Rowett Pavilion located at 1021 Harvard Way, El Dorado Hills***

August 2017

We are making changes to our service days and times in your area, we will notify you in advance if your service day is changing. Please have your carts out at your service location no later than 5am on your service day, as your time may be changing even if your service day remains the same.

Curbside unlimited yard waste event is coming to your area in October! Visit us at eldoradodisposal.com and enter your service address under collection schedules to find your day.

December 2017

** If you have extra trash, recycle or yard waste that will not fit in your cart call customer service at 530-626-4141 to schedule the pick up of extras. You must call prior to your service day or the extras will not be serviced. **

** Please visit us on our website at eldoradodisposal.com to sign up for service alerts like holiday schedules and weather delays. **

Christmas tree recycle options available on our website on the announcements tab.

Website Information for El Dorado Hills 2017

Website Updates

- Mattress Recycling
- Community Clean up
- Unlimited Yard Waste
- Weather Policy
- Christmas Tree Recycling
- Tire Amnesty