

**THIRD AMENDMENT
TO FRANCHISE AGREEMENT WITH CROCKETT SANITARY SERVICE, INC.**

This Third Amendment to Franchise Agreement with Crockett Sanitary Service, Inc. ("Third Amendment"), is entered into by and between Crockett Sanitary Service, Inc., a California corporation ("Contractor"), and the County of Contra Costa, a political subdivision of the State of California ("County"), effective March 1, 2017 (the "Effective Date"). County and Contractor may be referred to collectively as the "Parties."

RECITALS

A. On November 5, 1996, County and Walter Botta, individually and doing business as Crockett Garbage Company, a sole proprietorship, entered into a solid waste franchise agreement entitled "Franchise Agreement with Crockett Garbage Company" ("1996 Franchise Agreement"). Contractor is successor in interest to Walter Botta.

B. On November 1, 2016, County and Contractor entered into an agreement entitled "First Amendment to Franchise Agreement with Crockett Garbage Company" ("First Amendment"), which changed the title of the 1996 Franchise Agreement to "Franchise Agreement with Crockett Sanitary Service, Inc.," and extended its term to December 31, 2016, to allow for negotiation of terms and conditions of a long-term extension.

C. On December 20, 2016, County and Contractor entered into an agreement entitled "Second Amendment to Franchise Agreement" ("Second Amendment"), which extended the term of the Franchise Agreement with Crockett Sanitary Service, Inc., to March 1, 2017, to allow further negotiations of a long-term extension. The Franchise Agreement with Crockett Sanitary Service, Inc., as amended by the First Amendment and Second Amendment, will be referred to hereafter as the "Agreement."

D. The Parties wish to amend the Agreement to extend the term of the Agreement and make other changes to the Agreement, including an expansion of the Franchise Area to include the location currently occupied by an industrial complex, expansion of the scope of recycling, on call and clean-up services provided to Customers by the Contractor, an increase in the number of public facilities served by the Contractor at no extra charge, an increase in the franchise fee, revisions to sections regarding rate applications, contractor operations, customer satisfaction and billing consistent with requirements in other franchise agreements, deletion of a section pertaining to a local advisory committee that no longer exists, modifying certain definitions and clarifying selected provisions.

NOW THEREFORE, for good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Section 2, **DEFINITIONS**, is deleted in its entirety and replaced with the following:
2. **DEFINITIONS.** As used herein, the following terms have the meanings set forth below:
 - a. **Agreement.** “Agreement” means this Agreement by and between the County and Contractor for the collection, removal, and disposal of Solid Waste and the Recycling of material.
 - b. **Act.** “Act” means the California Integrated Waste Management Act of 1989 (Public Resources Code, § 40000 et seq.) and all rules and regulations adopted under any of those sections, as such sections, rules and regulations may be amended from time to time in the future.
 - c. **Board.** “Board” means the Board of Supervisors for the County of Contra Costa.
 - d. **Commercial Solid Waste.** “Commercial Solid Waste” means Solid Waste routinely originating from stores, business offices and other commercial and light industrial sources, excluding residences and wastes from heavy industry (i.e., industry that manufactures or processes petroleum, lumber, steel, chemicals, explosives, fertilizers, gas, rubber, cement, sugar and other products [see section 84-60.402 of the Contra Costa County Ordinance Code.]).
 - e. **Conservation and Development.** Conservation and Development means the County’s Department of Conservation and Development. All references to “Community Development” in the Agreement mean Conservation and Development.
 - f. **Contractor.** “Contractor” means Crockett Sanitary Service, Inc.
 - g. **County.** “County” means the County of Contra Costa.
 - h. **Customers.** “Customers” means those who have contracted with the Contractor for the collection, removal and Recycling of Recyclable Material and/or for the collection, removal and disposal of other Solid Waste, pursuant to this Agreement and applicable ordinances of County, including mandatory subscription ordinances.
 - i. **Director.** “Director” means the Director of the County’s Department of Conservation and Development. All references to

“Director of Community Development,” “Community Development Director” or “Community Development Department Director” in the Agreement mean the Director.

- j. **Franchise Area.** “Franchise Area” means the geographic area generally known as the unincorporated communities of Crockett, Port Costa and Tormey as described in Exhibit A to this Agreement, which is attached hereto and incorporated herein by reference, and illustrated in the Geographic Information System (GIS) mapping data to be maintained and used to generate maps that can be made available for inspection at the Department of Conservation and Development. Exhibit A and said GIS mapping data shall be amended from time to time to reflect changes of boundaries of the Franchise Area in such a manner as to identify each alteration to the Franchise Area and the effective date thereof, with the exception of changes resulting from annexations pursuant to Section 33, which need not reflect the boundaries and effective dates of each annexation.
- k. **Hazardous Waste.** “Hazardous Waste” includes any waste material or mixture of wastes which is toxic, corrosive, flammable, an irritant, a strong sensitizer, which generates pressure through decomposition, heat or other means, if such a waste or mixture of wastes may cause substantial personal injury, serious illness or harm to humans, domestic animals, or wildlife, during or as an approximate result of any disposal of such wastes as defined in Article 2, Chapter 6.5, Section 25117 of the Health and Safety Code. The terms “toxic”, “corrosive”, “flammable”, “irritant”, and “strong sensitizer” shall be give the same meaning as in the California Hazardous Substances Act (Chapter 4 commencing with Section 108100 of Division 104 of the Health and Safety Code).
- l. **Industrial Waste.** “Industrial Waste” includes all types of Solid Waste that are generated at a publicly operated treatment works or that result from industrial processes and manufacturing operations and/or that originate from those facilities.
- m. **Infectious Waste.** “Infectious Waste” includes:
 - (1) Equipment, instruments, utensils and other fomites of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies;
 - (2) Laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and

- secretions obtained from patients or laboratory animals) and disposable fomites (any substances that may harbor or transmit pathogenic organisms) attendant thereto;
- (3) Surgical operating room pathologic specimens, including recognizable anatomical parts, human tissue, anatomical human remains and disposable materials from hospitals, clinics, outpatient areas and emergency rooms.
- n. **Recycle or Recycling.** “Recycle,” “Recycled” or “Recycling” means the process of collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become Solid Waste, and recovering them so that they may be turned into new products. Recycle or Recycling includes compost or composting of organic materials including yard waste and food waste as well as any other Director approved means of diverting waste in accordance with the Integrated Waste Management Act (including waste-derived Alternative Daily Cover or ADC that qualifies as diversion under State law). Although green waste used as ADC is considered diversion until 2020, green waste collected in this Franchise Area shall not be used as ADC.
- o. **Recyclable Material.** “Recyclable Material” means all organic and non-organic materials the Contractor is required to Recycle, including but not limited to glass, aluminum, paper and green waste. Listing of Recyclable Material currently collected by Contractor is set forth in Exhibit B, attached hereto and incorporated herein. Exhibit B may be changed from time to time by agreement of the County and Contractor, or pursuant to the provisions of Section 12.b and Section 17 of the Agreement.
- p. **Residential Solid Waste.** “Residential Solid Waste” means Solid Waste routinely originating from single-family or multiple family dwellings. Residential Solid Waste includes household hazardous waste, but does not include Septage.
- q. **Septage.** “Septage” means non-sewered liquid or semi-liquid waste which may be trucked to treatment facilities for disposal, to include, but not be limited to, waste from residential septic tanks, commercial grease cleanouts, and industrial waste holding facilities.
- r. **Solid Waste.** “Solid Waste” has the meaning set forth in Section 40191 of the California Public Resources Code as may be amended from time to time. Solid Waste includes, but is not limited to, all putrescible and nonputrescible solid, semisolid, and liquid wastes,

including garbage, trash, refuse, paper, rubbish, ashes, demolition and construction wastes, abandoned vehicles, and parts thereof, discarded home and induction appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes and other discarded solid and semisolid wastes. Solid Waste does not include Recyclable Material, Septage, Infectious Waste or Hazardous Waste, except household hazardous waste and universal waste.

- s. **Waste Stream.** “Waste Stream” means the Solid Waste to be collected under this Agreement from the time of its collection by the Contractor to its disposal at a landfill or, at County’s discretion, delivery to a transfer facility or other facility by Contractor.
- 2. Section 3, **TERM**, is deleted in its entirety and replaced with the following:
 - 3. **TERM.** Subject to Section 33 (Annexation and Change of Franchise Area Boundaries) and Section 35 (Breach and Termination), the term of this Agreement begins on November 5, 1996, and ends on July 31, 2025.
 - 3. Section 5, **EXCLUSIVE PRIVILEGE AND DUTY**, is deleted in its entirety and replaced with the following:
 - 5. **EXCLUSIVE PRIVILEGE AND DUTY.**
 - a. To the extent allowed by law, County hereby grants to Contractor the exclusive privilege and duty to (i) collect and remove for disposal and Recycling all Residential Solid Waste and Commercial Solid Waste, including Recyclable Material, from within the Franchise Area, pursuant to the terms of this Agreement, and (ii) charge for the services performed in the Franchise Area in accordance with this Agreement.
 - b. Contractor shall collect and remove for disposal and Recycling all Residential Solid Waste and Commercial Solid Waste, including Recyclable Material, from Customers within the Franchise Area in accordance with this Agreement. Effective March 1, 2017, Contractor shall perform the basic services described in Exhibit B. Notwithstanding Section 38 of this Agreement, Exhibit B may be amended by the Director from time to time to incorporate new or enhanced services proposed by the Contractor or changes to collection services approved by the County Board of Supervisors.

4. Section 8, **RATES**, is deleted in its entirety and replaced with the following:

8. **RATES.**

- a. The County shall establish and regulate rates for collection of Residential Solid Waste and Recyclable Material and Commercial Solid Waste and Recyclable Material within the Franchise Area ("Collection Rates"). In establishing the Collection Rates, the County shall use the methodology set forth in the Rate Setting Process and Methodology Manual approved by the County Board of Supervisors on May 19, 1998, as may be modified from time to time (the "Rate Manual").
- b. In determining the Collection Rates, the County shall consider fairness to both Contractor and the Customers. Reasonable costs incurred by Contractor pursuant to this Agreement shall be determined by the County, after consultation with Contractor, during the rate review process.
- c. The maximum Collection Rates that Contractor may charge Customers within the Franchise Area for collection, Recycling and disposal services as of the Effective Date of the Third Amendment to this Agreement are set forth in Exhibit B. Nothing in this Agreement precludes Contractor from charging rates less than the maximum rates fixed by the County. Notwithstanding Section 38 of this Agreement, Exhibit B may be amended by the Director from time to time to incorporate adjustments to Collection Rates based on changes in the Consumer Price Index for All Urban Consumers – San Francisco-Oakland-San Jose, CA (CPI) and changes to Collection Rates approved by the County Board of Supervisors in accordance with the Rate Manual.
- d. Following consultation with the Contractor and examination of industry norms and trends, the County, in its sole discretion, shall determine the method of determining Contractor profitability.

5. Section 9, **RATE APPLICATIONS**, is deleted in its entirety and replaced with the following:

9. **RATE APPLICATIONS.**

- a. The Collection Rates set forth in this Agreement may be adjusted annually in accordance with the Rate Manual.

- b. All costs associated with County review and processing of rate applications shall be paid by Contractor upon request and shall be allowed as a pass-through cost in the rate application process.
- c. Rate applications shall be prepared in accordance with such forms and in such detail as required by the County. Rate application forms and associated guidelines and instructions are contained in the Rate Manual.
- d. Every four years, Contractor shall submit to the County a detailed rate application, accompanied by an audited financial statement covering the entire period specified in the Rate Manual together with supporting documentation as required to segregate its County regulated activities from other business activities. All rate applications shall include information from the previous approved rate change to the present, or such other period of time as is selected by the County. Costs associated with the audited financial statement shall be an allowable pass-through expense for rate setting purposes to the extent such costs are properly accounted for in the rate application(s) submitted by Contractor. In intervening years, Contractor may submit abbreviated rate applications as provided for and described in the Rate Manual.
- e. The Director may, in writing, allow the rate application to be submitted without an audited financial statement provided the Director is satisfied that the level of verifiable detail allows for adequate assessment of the Contractor's income, expenses, assets and liabilities.
- f. Rate changes may be initiated by County at any time or by Contractor under the conditions allowed in this section. In either case, Contractor shall prepare a rate application in accordance with the requirements of this section and the Rate Manual. If the rate change is initiated by County, the Contractor shall submit its rate application to County within 60 days of County's notice to Contractor. Expenses incurred by Contractor for preparing the rate application pursuant to this Section will be treated as allowable pass-through costs for rate setting purposes to the extent such costs are properly accounted for in the rate applications(s) submitted by Contractor. If the rate change is initiated by Contractor, it shall be submitted no more than once a year under normal operating conditions. The date of Contractor initiated applications shall be standard, year by year; such dates have been mutually determined by the Parties and incorporated into the rate setting schedules in the Rate Manual.

- g. In the event the Director determines that a rate change requested by Contractor is no more than the applicable annual change in the CPI adjustments for that rate year, Contractor may increase its rate up to such amount without obtaining rate change approval from the Board as may be provided for and described in the Rate Manual.
- h. Contractor may defer submittal of a detailed rate application pursuant to the preceding paragraph for a maximum of three consecutive years.
- i. In the event that Contractor must make significant changes in its operations or experiences significant changes in costs or revenue not under its control, Contractor may submit an extraordinary rate application. Contractor shall provide documentation for the need for such rate application relative to those extraordinary changes as provided for and described in the Rate Manual. The application will thereafter be reviewed by County staff and scheduled for consideration by the Board.

6. Section 10, **OPERATION BY CONTRACTOR**, is deleted in its entirety and replaced with the following:

10. **OPERATION BY CONTRACTOR.**

- a. Contractor shall furnish all necessary equipment, including but not limited to providing wheeled carts with lids to Customers for Solid Waste and Recyclable Material (non-organic and organic) to be collected curbside. Customers subscribing to backyard collection shall provide their own 20, 32 or 45-gallon containers for Solid Waste. Contractor shall maintain its equipment in good repair and working condition at all times.
- b. In performing services under this Agreement, Contractor shall use trucks with covered, water-tight truck bodies constructed of sufficient strength to withstand a fire within without endangering adjacent property. Contractor shall keep trucks and similar equipment in good repair and shall cause them to be cleaned as needed. Roll-off boxes and Commercial bins shall be clean when delivered to customers and repaired or replaced as needed. Contractor shall repair or replace carts and other Contractor supplied containers when drivers or Customers identify specific containers as either missing or in disrepair. Contractor shall cause carts and bins to be cleaned prior to delivery to Customers. Contractor shall use due care to prevent Recyclable Material and Solid Waste from being spilled or scattered during collection or transportation. If any material is spilled, Contractor shall promptly

clean up all spilled materials. Each collection vehicle shall carry a broom and shovel at all times. Contractor shall cause its name and telephone number to appear on the side of each truck and on each drop box, bin and similar equipment provided by Contractor.

- c. Contractor shall provide all labor necessary to carry out the services required of it under this Agreement.
- d. Contractor agrees to collaborate with and act at the direction of the County on matters pertaining to the development and implementation of public education and outreach efforts to raise customer awareness. Contractor shall send copies of any notices and other informational materials intended to be sent to Customers at least fourteen (14) days in advance of the respective intended distribution date, unless a shorter review period is approved in advance by the Director. The form and content of all notices and other informational materials intended to be sent to Customers shall be subject to the prior review and approval of the Director.
 - (1) At least once every calendar year, Contractor shall develop and distribute notices and other informational materials for Customers about existing services. Contractor shall, if required by the Director, develop and distribute one additional notice or other informational material for Customers about existing services once per calendar year.
 - (2) If required by the Director, Contractor shall develop and distribute notices and other informational materials for Customers about changes the County requires pursuant to Section 12 for the purpose of promoting new service(s), improving service, increasing customer satisfaction, or meeting diversion requirements.
 - (3) At least twice every calendar year, Contractor shall develop and distribute notices and other informational materials for Customers about the Recycling services provided or available. Notices or informational materials required by this subsection (3) may be developed to also satisfy the requirements of subsection (1). Contractor shall develop and distribute additional materials for Customers pertaining to Recycling services when deemed necessary by the Director following consultation with CalRecycle to maintain or achieve higher participation levels in the Recycling program.

- (4) All Contractor expenses associated with the development and distribution of County-required notices and other informational materials for Customers shall be treated as allowable pass-through costs for rate setting purposes to the extent such costs are properly accounted for in the rate application(s) submitted by Contractor.

7. Section 11, **LIMITATION ON TIME AND MANNER OF COLLECTION**, is deleted in its entirety and replaced with the following:

11. **LIMITATION ON TIME AND MANNER OF COLLECTION.**

Contractor shall systematically collect Solid Waste, and to the extent required by this Agreement, materials for Recycling from its Customers. Frequency, place of pickup (e.g. curbside, backyard, etc.) or any other manner of collection shall be subject to the review and approval of the Director. To avoid conflicts with other related services, such as street sweeping, any proposed change in collection service days shall be requested in writing and subject to review and approval of the Director. Such approval shall not be withheld without cause. Upon commencement of service and upon changes in collection day schedules, Contractor shall provide each Customer with advance notice of the scheduled collection day. Contractor shall not collect Solid Waste from an inhabited dwelling or dwelling unit between the hours of 6:00 PM and 6:00 AM (unless otherwise directed by the Director). Residents may report missed pick-ups by calling the phone number provided by the Contractor. Contractor shall return and make missed pick-ups no later than the following working day.

8. Section 12, **CUSTOMER SATISFACTION, AB 939 AND EFFICIENCIES IN OPERATION**, is amended by deleting subsections b. and c. in their entirety and replacing them with the following subsections b. and c., and by adding the following subsection d.:

- b. Notwithstanding any contrary provision in this Agreement, the County shall have the right to direct Contractor to compile and provide information, develop plans for and/or conduct programs on alternative methods of Solid Waste and Recyclable Material collection and management, or to take any other action requested by the County for the purpose of meeting the source reduction, recycling and composting requirements of the Act, and any other applicable federal, state or local laws regarding Solid Waste and Recyclable Material collection, recycling and disposal, including, without limitation, the County's Materials Diversion Ordinance, and Mandatory Subscription Ordinance.

Contractor agrees to indemnify and hold the County harmless from and against any and all liability to the State of California for the County's noncompliance with the requirements of the

California Integrated Waste Management Act due in whole or material part to the material failure of Contractor to properly carry out the reasonable directives of the County to Contractor regarding collection and disposition of Solid Waste and Recyclable Material; provided, however, that Contractor shall not be obligated to indemnify nor hold the County harmless from any resulting liability if the County does not treat Contractor's reasonable costs (including profit) associated with carrying out such directives as allowable for rate setting purposes to the extent such costs are properly accounted for in the rate applications(s) submitted by Contractor.

- c. The County may require Contractor to develop plans for and conduct programs on alternative methods of Solid Waste collection, including pilot programs of limited scope, or may require additional programs, for the purpose of improving service, increasing customer satisfaction, and/or meeting diversion requirements. The County may also require Contractor to implement efficiencies in its operation following written notice from the County. The notice shall allow Contractor a reasonable period of time to implement the specified service or program or efficiency. If the County requires Contractor to implement a service or program or efficiency under this section, Contractor agrees to do those things specified herein and as may be additionally specified by the County, and to act at the direction of the County on other matters that may be necessary for the success and efficiency of the service or program or efficiency, such as providing any notice or other informational material to Customers that may be required under subsection d. of Section 10. In the event that the County elects to direct Contractor to discontinue any service theretofore performed by Contractor at the direction of the County hereunder, County shall allow Contractor to recover its reasonable capital equipment costs and other reasonable costs arising upon termination of the service.
- d. Associated costs shall be established at the time the County authorizes implementation of the programs, directives or efficiencies under this Agreement. Rate adjustments necessitated solely as a result of programs instituted pursuant to subsections b. or c. of this Section 12 shall be established at the time the County authorizes implementation of the program, directive or efficiency. Expenses incurred by Contractor in performing services pursuant to subsections b. and c. of this Section 12 shall be treated as allowable for rate setting purposes to the extent such costs are properly accounted for in the rate application(s) submitted by Contractor. Contractor shall not be obligated to carry out any such

program, directive or efficiency if the County does not adjust maximum Collection Rates as needed to account for Contractor's projected allowable costs (whether eligible for pass-through or reasonable profit) associated with carrying out such directives.

9. Section 14, **LOCAL ADVISORY COMMITTEE**, is deleted in its entirety.
10. Section 16, **BILLING**, is deleted in its entirety and replaced with the following:
 16. **BILLING.**
 - a. The current form and content of Customer bills is satisfactory. The Contractor shall provide written notification of any proposed changes to the form and content of Customer bills at least thirty (30) days in advance and shall be subject to the review of the Director.
 - b. Bills for services may be monthly, bi-monthly or quarterly. Contractor may bill its Customers in advance or in arrears
 - c. Full payment for drop boxes may be required by Contractor prior to delivery of the drop box to the Customer.
 - d. The County shall have the right to direct the Contractor to change or alter its billing system in which event the marginal additional expenses incurred by the Contractor in the implementation of the change, with regard to the accounting, printing, mailing, loss of use of funds, or otherwise, shall be recoverable by the Contractor through the rates allowed by the County provided such expenses are reasonable.
 - e. Contractor shall inform Customer of all rate increases at least 30 days prior to their effective date. The form and content of rate change notices shall be subject to the review and approval of the Director. A copy of such notice shall be provided to County at the time of Customer notification.
 - f. Contractor shall accommodate placement of messages requested by the County on Customer bills and arrange for the inclusion of printed inserts subject to the direction and approval of the Director. County shall notify Contractor six (6) weeks in advance of requesting placement of billing inserts in or messages upon bills. Contractor shall not be obligated to include, printed inserts or messages provided by the County less than three (3) weeks before the bill distribution date.

11. Section 17, **RECYCLING**, is deleted in its entirety and replaced with the following:

17. **RECYCLING.** County grants to Contractor the right and obligation to operate Recycling programs, including pickup of Recyclable Material, as determined and designated by County, subject to County's right to terminate this grant to Contractor pursuant to the provisions of this section.

In the Franchise Area, Contractor has instituted and implemented a Recycling program that includes mandatory Recycling with regular pickup of Recyclable Material at all single and multi-family residences, (including apartments and, condominiums) and businesses. These Recycling services and a list of the Recyclable Material currently collected for Recycling are set forth in Exhibit B. This program is currently operating to the satisfaction of County; however, County has the right at any time to modify said program or require new programs as provided for in sections 12.b through 12.d hereof.

Contractor shall maintain and provide to the County records relating to its Recycling programs as directed by the Director. Unless otherwise required by the Director, Contractor shall provide the County with semi-annual reports on the Recycling program, which will include:

- a. Participation level (i.e., the number of residences and businesses setting out recycling and green waste carts for collection), which may be based on averages or sampling method acceptable to Contractor and the Director.
- b. Quantity of materials collected for Recycling, composting or disposal, in tons, by type of Recyclable Material (e.g., newspaper, glass, plastic, metal, yard waste, municipal solid waste, etc.), totaled by month.
- c. Upon request of the Director, Contractor shall report semi-annual revenues received for each type of Recyclable Material and for all Recyclable Material collected.

Expenses incurred by Contractor to prepare and submit reporting data required by the County pursuant to this Franchise shall be treated as allowable for rate setting purposes to the extent such costs are properly accounted for in the rate application(s) submitted by Contractor.

Contractor's provision of Recycling service shall be reviewed as needed, at County's discretion. If County determines that continuation of such service by Contractor is not consistent with the County's ratepayers' best interests, but not as a result of Contractor's failure to satisfactorily provide

Recycling services, Contractor shall be allowed to recoup its unamortized capital expenditures as follows. Contractor shall make a good faith effort to sell all disposable assets acquired in furtherance of the program for their fair market value. If income derived from the sale is insufficient to cover the unamortized costs of such assets, Contractor may transfer those losses together with net operations profits or losses to its general account and submit a rate application to cover such losses.

If County determines that Contractor has failed to satisfactorily provide and perform Recycling services, County may terminate this grant to Contractor of the right and obligation to provide and operate Recycling programs, at no cost or further obligation on the part of the County or County's ratepayers.

12. Section 18, **FREE SERVICE FOR COUNTY AND COMMUNITY**, is deleted in its entirety and replaced with the following:

18. **SERVICES FOR COUNTY DESIGNATED LOCATIONS AND FACILITIES.** Contractor shall collect and remove for disposal and Recycling all Solid Waste and Recyclable Material from County buildings, street cans and other public purpose facilities that are owned, operated or occupied by the County and identified on Exhibit D, attached hereto and incorporated herein. Contractor shall also provide services on an on-call basis at the request of the Director at specified locations within the public right-of-way and designated properties being abated by the County, in accordance with Exhibit D. Notwithstanding the foregoing, Contractor's obligation to provide on-call services as described in this Section 18 and Exhibit D is conditioned upon approval by the County Board of Supervisors of Collection Rates that account for estimates of Contractor's allowable costs of providing these services. Services performed pursuant to this Section 18 must be provided but not billed to the County. Expenses incurred by Contractor in performing services pursuant to this Section will be treated as allowable for rate setting purposes to the extent such costs are properly accounted for in the rate application(s) submitted by Contractor. Notwithstanding Section 38 of this Agreement, Exhibit D may be amended by the Director from time to time to change the list of County-designated locations and facilities or the services to be provided to these locations and facilities.

13. Section 19, **FRANCHISE AREA-WIDE COLLECTION**, is deleted in its entirety and replaced with the following:

19. **FRANCHISE AREA-WIDE COLLECTION.**

a. Unless otherwise determined by the Director, in each year of this Agreement, Contractor shall provide the curbside collection

services described in Subsections 2.B. and 2.C. of Exhibit B to each residential Customer, on an on-call basis, upon request of the Customer.

- b. Contractor shall submit semi-annual reports to the Director indicating (i) the number of curbside general clean-ups performed during the reporting period, and (ii) the number of curbside pickups of bulky waste items performed during the reporting period. Expenses incurred by Contractor in performing services pursuant to this Section will be treated as allowable for rate setting purposes to the extent such costs are properly accounted for in the rate application(s) submitted by Contractor.
- c. The services required by this Section will be provided in accordance with practices and procedures established by Contractor and subject to the approval of the Director.
- d. Notwithstanding Section 38 of this Agreement, Exhibit B may be amended by the Director from time to time to reflect changes to the scope and frequency of services required by this Section, including enhancements proposed by the Contractor.

14. Section 20, **PARTICIPATION IN COMMUNITY CLEAN-UP PROJECTS**, is deleted in its entirety and replaced with the following:

20. **PARTICIPATION IN COMMUNITY CLEAN-UPS.**

- a. Upon the request of the Director, Contractor shall provide Solid Waste debris boxes or equivalent containers for community clean-up events or other clean-up projects within the Franchise Area, as specified in Exhibit D. Contractor is not obligated to provide more than the equivalent of five (5) 20-cubic-yard debris boxes per year in the Franchise Area pursuant to this Section, as long as the Franchise Area is not expanded.
- b. Expenses incurred by Contractor in performing services pursuant to this Section, if properly documented in the rate application(s) submitted by Contractor, shall be treated as allowable for rate setting purposes.

15. Section 23, **ADMINISTRATIVE SERVICES AND FRANCHISE FEES**, is deleted in its entirety and replaced with the following:

23. **ADMINISTRATIVE SERVICES AND FRANCHISE FEES.**

a. **ADMINISTRATIVE SERVICES FEES.** As directed by the County, Contractor shall pay to the County fees to cover the costs incurred by County in (1) the administration of this Agreement and, (2) the services and programs provided by County pertaining to Solid Waste. These fees will be referred to as "Administrative Services Fees." The amount, time and frequency of payment of such fees may be established by County from time to time. No Administrative Services Fees are due and owing to the County as of the date of the Third Amendment to this Agreement. Administrative Services Fees that are established after the effective date of the Third Amendment to this Agreement will be payable from Contractor to the County on the earlier of either (1) the effective date of rates charged by Contractor to Customers that incorporate such Administrative Services Fees; or (2) the first day of the second calendar month immediately following County's determination of a maximum rate that incorporates such Administrative Services Fees.

b. **FRANCHISE FEE.**

- (1) Contractor shall pay the County an amount equal to a percentage of Contractor's Gross Annual Revenues (such amount, the "Franchise Fee"). The Franchise Fee is payable at the time and frequency established by the Director from time to time. For purposes of this Agreement, "Gross Annual Revenues" means all money generated by Contractor's operation in the Franchise Area in a particular year, before deduction for expenses.
- (2) Effective March 1, 2017, the Franchise Fee is equal to three percent (3%) of Contractor's Gross Annual Revenues. If approved by the Board of Supervisors commensurate with associated adjustments to the maximum rates, the Franchise Fee shall be seven percent (7%) of the Contractor's Gross Annual Revenues effective on April 1, 2018.
- (3) Following the date of the Third Amendment to this Agreement, subject to applicable legal limitations, the County may adjust the Franchise Fee. Any adjustment to the Franchise Fee will be effective on the earlier of (1) the effective date of a change in the rates Contractor charges

Customers, if the changed rate incorporates the adjusted Franchise Fee; or (2) the first day of the second calendar month immediately following the County's Board of Supervisors of a Collection Rate that incorporates the adjusted Franchise Fee.

- c. **PASS THROUGH.** Administrative Services Fees and the Franchise Fee shall be considered reasonable costs and subject to "pass-through" if properly accounted for pursuant to Section 9 Rate Applications and the Rate Manual.

16. Section 28, **INDEMNIFICATION**, is deleted in its entirety and replaced with the following:

28. **INDEMNIFICATION.**

- a. **Complete Indemnification of County.** All work and performance covered by this Agreement shall be at the risk of Contractor.

Contractor agrees to save, indemnify and keep harmless the County, its officers, employees, agents and assigns against any and all liability, claims, judgments, or demands, including demands arising from injuries or deaths of persons and damage to property, including environmental damage, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the sole negligence or willful misconduct of County, and will make good to and reimburse County for any expenditures, including reasonable attorney's fees, that County may make by reason of such matters and, if requested by County shall defend any such suit at the sole cost and expense of Contractor.

The above promise by Contractor to indemnify, hold harmless and defend the County expressly includes, but is not limited to, all claims, damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorney's and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, County, its officers, employees or agents arising from or attributed to any repair, cleanup or detoxification, or preparation and

implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substances or hazardous waste at any place where municipal solid waste is or has been transported, transferred, processed, stored, disposed of or otherwise come to be located by Contractor under Agreement, or the activities of Contractor pursuant to this Agreement resulting in a release of hazardous substances or waste into the environment. The foregoing is intended to operate in part as an agreement, pursuant to section 107 (e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA," 42 U.S.C. section 9607(e), and California Health and Safety Code section 25364, to defend, protect, hold harmless and indemnify County. The intent of the section is to provide County with the highest level of protection possible under existing and future laws.

- b. **Defense of Agreement.** Should any party successfully challenge the validity of this Agreement, the procedure by which this Agreement was entered into or the validity of any County ordinance which authorizes the County to enter into this Agreement, then in such case the Contractor shall have no cause of action for damages or any other relief against County as a result of such successful challenge.

Contractor has the right to defend this Agreement and County. County has no duty to Contractor to defend the validity of this Agreement or any provision hereof.

17. Section 32. **NOTICE PROVISIONS**, is deleted in its entirety and replaced with the following:

32. **NOTICE PROVISIONS.** Any notice required or permitted under this Agreement shall be in writing and shall be directed to the following persons at the following addresses:

To Contractor:

Crockett Sanitary Service, Inc.
Attn: General Manager
3260 Blume Drive, Suite 115
Richmond, CA 94806

Third Amendment – Franchise Agreement with Crockett Sanitary Service, Inc.

To County:

Contra Costa County
Department of Conservation and Development
Attn: Director of Conservation and Development
30 Muir Road
Martinez, CA 94553

All notices shall be effective upon delivery if given by personal delivery, or ten (10) days after mailing if given by certified mail, return receipt requested.

18. Exhibits. All exhibits are deleted and replaced with the following exhibits, which are attached hereto and incorporated herein:

Exhibit A – Map of Franchise Area

Exhibit B – Residential & Commercial Services and Maximum Rates

Exhibit C – Diversion Data Reporting Form

Exhibit D – Services for County Designated Locations and Facilities

19. The Agreement as amended by this Third Amendment shall be construed together as one and the same agreement and is the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment as of the Effective Date.

COUNTY OF CONTRA COSTA

CROCKETT SANITARY SERVICE, INC.

By: _____
Chair, Board of Supervisors

By: Michael Caprio
Name: Michael Caprio
Title: Area President - West
2/21/17

Attest: David Twa, Clerk of the Board of
Supervisors and County Administrator

By: J. Moberg
Name: SHAWN MOBERG
Title: GENERAL MANAGER
2/21/17

By: _____
Deputy

[Note: Two officers must sign on behalf of corporations. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313; Civ. Code, § 1190.))]

Attachments:

- Exhibit A Map of Franchise Area
- Exhibit B Residential & Commercial Services and Maximum Rates
- Exhibit C Diversion Data Reporting Form
- Exhibit D Services for County Designated Locations and Facilities

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On 2/2/2017

Date

before me,

Janna M. Coverston

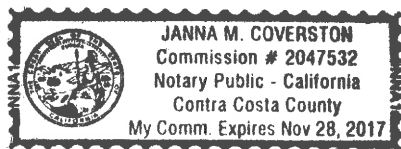
Here Insert Name and Title of the Officer

personally appeared

Michael Caprio and Shawn Moberg

Name(s) of Signer(s)

A Notary Public or other officer completing the certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy or validity of the document.



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Janna M. Coverston 2/2/2017

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Franchise Amendment

Document Date: March 1, 2017

Number of Pages: 20 + Attach A,B,C & D

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Caprio

☐ Individual

☒ Corporate Officer — Title(s): Area Pres. - West

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Crockett Sanitary Service

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: Shawn Moberg

☐ Individual

☒ Corporate Officer — Title(s): General Manager

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

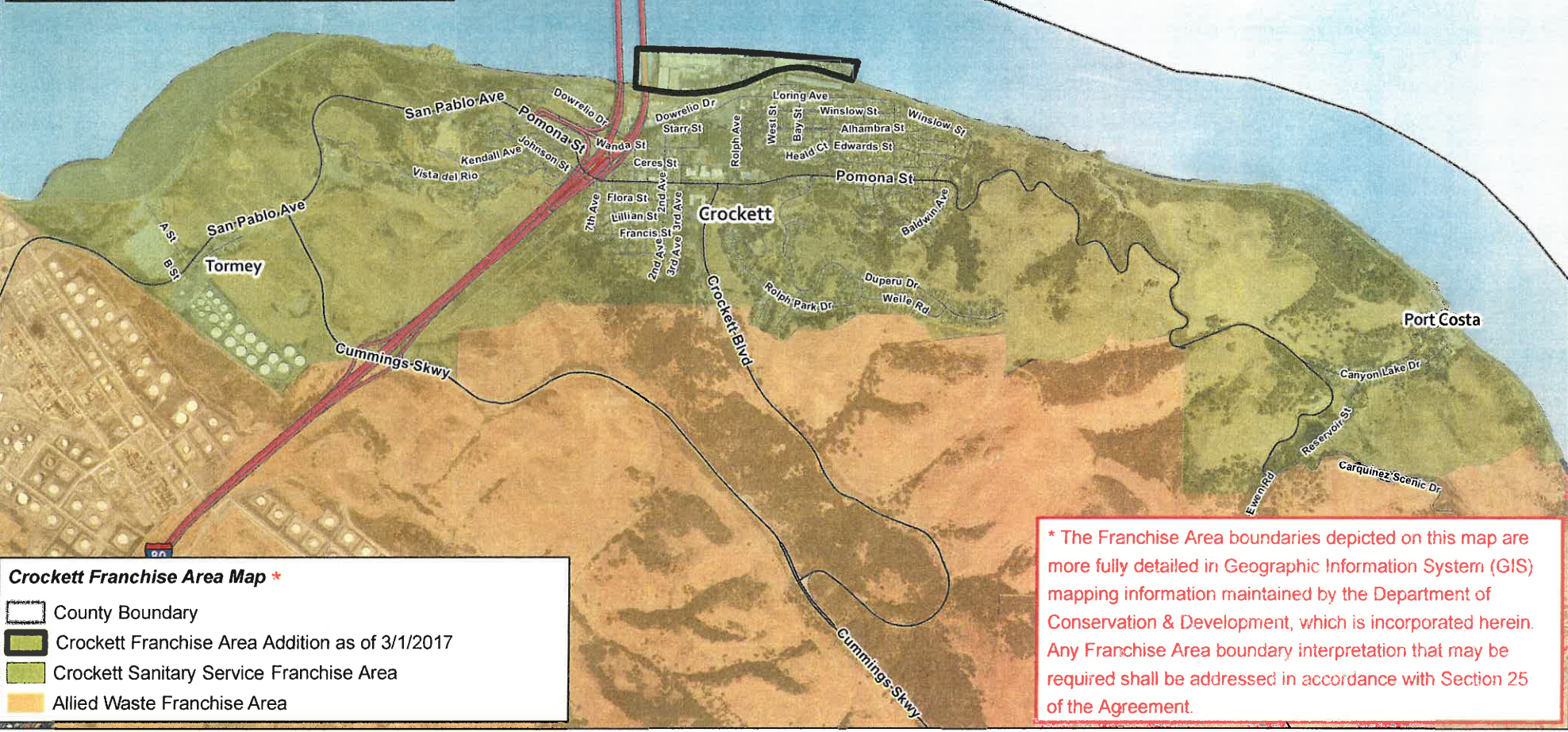
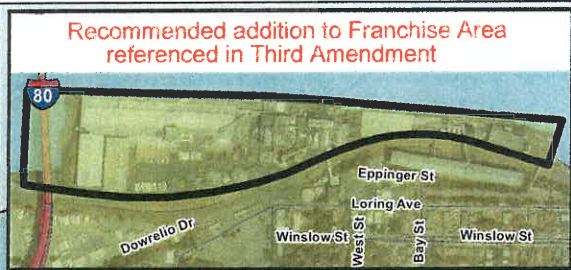
☐ Other: _____

Signer Is Representing: _____

Crockett Sanitary Service

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

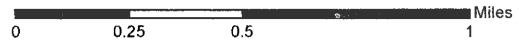
Exhibit A: Crockett Franchise Area



Crockett Franchise Area Map *

- County Boundary
- Crockett Franchise Area Addition as of 3/1/2017
- Crockett Sanitary Service Franchise Area
- Allied Waste Franchise Area

* The Franchise Area boundaries depicted on this map are more fully detailed in Geographic Information System (GIS) mapping information maintained by the Department of Conservation & Development, which is incorporated herein. Any Franchise Area boundary interpretation that may be required shall be addressed in accordance with Section 25 of the Agreement.



Map created 11/3/2016
by Contra Costa County Department of Conservation and Development
Community Development Division-GIS Group
30 Muir Rd, Martinez, CA 94553-0006
This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.



EXHIBIT B

RESIDENTIAL & COMMERCIAL SERVICES AND MAXIMUM RATES Crockett, Port-Costa and Tormey

Dated: March 1, 2017

Section 1: GENERAL OBLIGATIONS RELATED TO BASIC SERVICES

Contractor shall offer to provide the services set forth herein, effective March 1, 2017. The services described in Sections 2A, 3 and 4 of this Exhibit B are the basic services that Contractor is required to provide under Section 5 of the Agreement. The services described in Section 2.B and 2.C is the franchise area-wide collection required under Section 19 of the Agreement. The collection services specified herein may be modified from time to time as provided for in Sections 5 and 19 of the Agreement.

Contractor shall cause source-separated organics collected in the Franchise Area not to be used as landfill cover; instead, collected organics shall either be composted or otherwise diverted in accordance with the Integrated Waste Management Act subject to the review and approval of the Director or his designee.

Contractor shall provide semi-annual reports with information requested by the Director or his/her designee pertaining to collection and diversion activities, including, but not limited to quantities collected, participation, contamination levels and other operational statistics for routine and on-call pickup of trash, Recyclable Material, and construction and demolition (C&D) materials.

Section 2: RESIDENTIAL SERVICES

Contractor shall provide standard residential service for single-family homes and duplexes upon request of residential Customers consisting of routine collection of trash, Recyclable Material (non-organic and organic) and supplemental on-call collections as set forth in this Section 2, Section 4 and Section 5 of this Exhibit B.

A. ROUTINE COLLECTION

1. **Pickup Locations:** Customers shall have the choice of selecting backyard or curbside trash service. Curbside collection is available at a reduced rate for all but mini-can (20-gallon) service. Contractor shall collect trash from carts placed at the curb (curbside service) or from the Customers' containers placed on their property (backyard service). Contractor shall provide collection for Recyclable Material in blue and green wheeled carts that Customers place at the curb. Backyard service for organic and non-organic Recyclable Materials shall be made available to Customers where no one in the household is able to move carts to the curb, at the standard residential rate. Annual medical certification of disability is required.
2. **Containers:** Only wheeled carts provided to Customers by Contractor will be serviced unless Customers request backyard service using their own trash container (20-gallon, 32-gallon or 45-gallon). Contractor shall provide each Customer with three separate wheeled carts to be used for curbside collection of trash, organic

Recyclable Material and non-organic Recyclable Material. Customers shall select their cart sizes from the following options to be made available by Contractor: 20-gallon, 35-gallon, 65-gallon or 95-gallon brown trash carts; 65-gallon blue Recyclable Material carts, and 65-gallon green organic Recyclable Material carts.

3. **Frequency:** Contractor shall provide weekly collection of trash and Recyclable Material placed by Customers in accordance with the above requirements.

B. ON-CALL CURBSIDE CLEAN-UP (Bagged Materials)

Contractor shall provide curbside clean-ups as described in this Section to each residential Customer on an on-call basis pursuant to Section 19 of the Agreement. The following parameters apply to on-call curbside clean-ups (bagged materials) to be provided by Contractor:

1. One on-call curbside clean-up will be offered to Customers at no additional charge in 2017. Upon the effective date of the 2018 rate change, Contractor shall increase service to two annual on-call curbside clean-ups.
2. On-call curbside clean-ups can be used for either trash or organic Recyclable Material.
3. On-call clean-ups are scheduled upon request of the Customer. Clean-ups will be arranged to occur on the next regularly scheduled collection day.
4. Mixed set-outs of trash and Recyclable Material will be collected and disposed of as Solid Waste.
5. A maximum of two cubic yards of bagged material (up to fifteen 35-gallon bags) will be collected in each on-call curbside clean-up.
6. All items must be bagged.
7. Filled bags must weigh no more than 30 pounds and be strong enough to hold contents securely.
8. All bagged materials must be placed at the curb for collection.

C. ON-CALL CURBSIDE BULKY COLLECTION

Upon the effective date of the 2017 rate change, Contractor shall offer residential Customers one on-call curbside bulky item collection each year at no additional charge upon Customers request. Contractor shall prepare written information, subject to review and approval by the Director or his designee, announcing the start of this new service. Contractor shall distribute information to all residential Customers at the same time as the 30-day notice required for the 2017 rate change to take effect.

The following parameters apply to on-call curbside bulky item collection:

1. One (1) Christmas tree, major residential appliance or other bulky item or up to five (5) e-waste items may be disposed of in one (1) on-call curbside bulky item collection per year.
2. Each item to be collected can weigh no more than 200 pounds.
3. Only bulky items that won't fit in waste cart, cannot be bagged for annual on-call curbside clean-up and are not collected for Recycling curbside will be accepted.
4. On-call curbside bulky item collection will be scheduled on a different date than the regular route, which is disclosed to Customers at the time they call. Collection will be scheduled on a date to be agreed upon by the Contractor and Customer.

Section 3: COMMERCIAL SERVICES

Commercial Customers are Customers that receive commercial collection services under the Agreement. Commercial collection services are provided to entities that generate Commercial Solid Waste as well as multi-family buildings and developments with three or more housing units. Contractor shall provide the basic services described below to commercial Customers upon request.

Contractor shall offer Recyclable Material collection as a part of the basic services provided to all commercial Customers.

Contractor shall offer the County the opportunity to participate in each bulk purchase of internal containers and other assets (posters, bags, etc.) to increase recycling by commercial Customers.

A. TRASH COLLECTION

1. Contractor shall provide commercial Customers with the option of selecting trash bin sizes ranging from one (1) to seven (7) cubic yards, or 35-gallon, 65-gallon or 95-gallon carts.
2. Contractor shall provide commercial Customers with bin service the option to select their preferred frequency of trash collection, ranging from one (1) to five (5) times per week.

B. RECYCLING COLLECTION

1. Contractor shall provide the following Recycling collection services to commercial Customers:
 - a. Collection of non-organic Recyclable Material described in Section 4.A. in this Exhibit B that has been source-separated by the Customer from carts and bins at a minimum weekly and up to three times per week, as requested by the Customer.
 - b. Collection of Recyclable wood and green waste Material that has been source-separated by the Customer from carts and bins weekly and up to three times per week, as requested by the Customer.
2. Provide commercial Customers with the option of selecting recycling and organics carts and bins in sizes that meet their needs (maximum container size for Recyclable food waste Material to be collected for Recycling is two cubic yard bin or 65-gallon cart).
3. Contractor shall mail notices regarding collection service options for organic and non-organic Recyclable Materials to all commercial Customers. The written notice shall address cart/bin sizes and frequency options and include a list of Recyclable Material collected as specified in Section 4 of this Exhibit as well as options to arrange for new or expanded collection services. The form and content of the Customer notice shall be subject to the review and approval of the Director or his designee. This can be addressed in Customer informational materials required under Section 10.d of the Third Amendment.

C. COMMERCIAL PROGRAMS MANDATED BY THE STATE

1. Contractor shall provide the County with information and assistance requested by the Director for the purpose of monitoring, documenting and maintaining compliance with applicable requirements, including but not necessarily limited to the State's mandatory commercial Recycling laws, namely Assembly Bill 341 (AB 341¹) and Assembly Bill 1826 (AB 1826²).
2. Contractor shall provide the County with a report for each calendar year detailing the number of covered entities as defined by the above referenced laws ("Covered Entities"), that are or are not participating in Recyclable Material collection, the number of waste assessments conducted, a summary of any additional educational and outreach efforts that may have been undertaken, a copy of a sample compliance letter and annual compliance letter mailing list. Contractor shall also provide additional information required for reporting to CalRecycle upon request of the Director or his designee.
3. Contractor shall publish information on its website on how businesses, public entities, and multi-family complexes can comply with the State law.
 - a. Contractor shall make printed information about AB 341 and AB 1826 requirements readily available to businesses, public entities, and multi-family complexes. This information can be in the form of newsletters, bill messages, bill inserts, letters, e-mail notifications, or special similar methods of notification approved by the Director or his designee.
 - b. Contractor shall provide waste assessments to commercial Customers upon request. During waste assessments, Contractor shall provide Customers with information and/or materials related to mandatory Recycling.

¹ AB 341 amended Public Resources Code (PRC) Sections 41730, 41731, 41734, 41735, 41736, 41780.02, 41800, 42926, 44004, and 50001, and added PRC Sections 40004, 41734.5, 41780.01 and Chapter 12.8 (commencing with Section 42649).

² AB 1826 added Chapter 12.9 (commencing with Section 42649.8) to the Public Resources Code.

Section 4: RESOURCE RECOVERY AND DIVERSION

A. RECYCLABLE MATERIALS (NON-ORGANIC)

Non-organic Recyclable Material to be collected by Contractor from **residential recycling carts** and **commercial recycling bins/carts** at no additional charge includes:

1. Aluminum cans, clean foil & clean foil food containers
2. Glass bottles, jars (all colors)
3. Plastic #1 -7 narrow-necked bottles
4. Steel/tin cans
5. Plastic bags (tightly bagged/bundled)
6. Uncoated and uncontaminated paper (newspaper, white paper, mixed paper, colored paper, chipboard, clean cardboard with no food or drink contamination, phone books, paper bags, junk mail, envelopes, clean cardboard egg cartons, magazines, paperback books, catalogs etc.)
7. Juice and milk cartons

Used motor oil and used oil filters to be collected by Contractor from **residential** Customers at no additional charge if placed out for collection using designated Used Oil Recycling Kits (kits purchased with grant funding).

B. RESIDENTIAL ORGANIC RECYCLABLE MATERIAL

Organic Recyclable Material to be collected by Contractor from **residential green waste carts** at no additional charge includes:

Green Waste

1. Yard trimmings
2. Grass clippings
3. Leaves and flowers
4. Pine needles
5. Weeds
6. Christmas trees (cut/trimmed to fit in green waste carts)
7. Untreated and unpainted wood (cut/trimmed to fit in green waste carts)
8. Pinecones, nuts and other organic debris from plants and trees, except palm fronds or ivy

Other Organic Materials

9. Coffee filters
10. Cardboard, paper egg cartons and other paper products soiled with food and drink contamination
11. Uncooked fruit and vegetables
12. Waxy cardboard
13. Waxed paper
14. Food soiled paper
15. Food waste

C. COMMERCIAL ORGANIC RECYCLABLE MATERIAL

Organic Recyclable Material to be collected by Contractor from **commercial organic waste bins/carts** at no additional charge includes:

Green Waste

1. Yard trimmings
2. Grass clippings
3. Leaves and flowers
4. Pine needles
5. Weeds
6. Christmas trees (cut/trimmed to fit in green waste carts)
7. Untreated and unpainted wood (cut/trimmed to fit in green waste carts)
8. Pinecones, nuts and other organic debris from plants and trees, except palm fronds or ivy

Other Materials/Food Waste

9. Coffee filters
10. Cardboard and paper egg cartons with food and drink contamination
11. Uncooked fruit and vegetables
12. Waxy cardboard
13. Waxed paper
14. Food soiled paper
15. Food waste

D. CONSTRUCTION AND DEMOLITION DEBRIS RECOVERY

Contractor shall offer debris boxes to a Customer upon request for collection and Recycling of Recyclable construction and demolition (C&D) debris. Recyclable C&D debris includes, but is not necessarily limited to: glass, paper, cardboard, wood, concrete, plastic, ferrous and non-ferrous metal, aluminum and any other C&D material that is feasibly capable of being Recycled.

Contractor may charge for C&D debris box services provided that Customer is made aware of and agrees to the estimated charges in advance. Maximum rates subject to County approval do not include or apply to these debris box services. County does not set maximum rates for debris box services. Contractor shall include revenues from debris box services in calculations of Gross Annual Revenues under Section 23 of this Agreement. Contractor shall account for debris box revenues and costs in the rate application(s) submitted to the County.

Section 5: OPTIONAL SERVICES AVAILABLE FOR ADDITIONAL CHARGE

Contractor provides residential Customers the option of requesting the following services. Maximum rates approved by the County do not include these optional services. Contractor may impose an extra charge to provide listed services if the Customer is made aware of and agrees to the charges in advance.

1. Extra waste pickup (on-call) – Upon request by a Customer, Contractor shall take provide Customer with an estimate of the cost of collection of the items, and then schedule a pick up date with the customer.
2. Collection of extra bagged material (prepaid bag ties) – Contractor will pickup bagged material on the scheduled collection date if the bags are marked with prepaid bag ties that Customer may purchase in advance. Material placed in plastic bags will be picked up by the garbage truck and disposed of as trash. Material placed in compostable bags will be picked up by the green waste truck and recycled.
3. Extra bulky item pickup (on-call)
4. Cart wash out (on-call)
5. Request for expedited on-call curbside clean-ups or on-call curbside bulky item collection

Contractor shall include revenues from optional services in calculations of Gross Annual Revenues under Section 23 of this Agreement.

Contractor shall properly segregate the revenues and costs associated with these optional services requested by Customers for the purposes of rate setting. Contractor shall account for these revenues and costs in the rate application(s) submitted to the County.

Section 6: MAXIMUM COLLECTION RATES

The maximum Collection Rates listed herein are the rates in effect as of March 1, 2017 which do not reflect any 2017 rate change. The rates specified herein may be modified from time to time in accordance with Section 8.c of the Agreement.

A. MAXIMUM COLLECTION RATES FOR RESIDENTIAL SERVICE¹

Weekly Backyard³ - Customer Can (MONTHLY RATES)			
Waste Can Size	Waste Can + Curbside 65-gal Recycling Cart	Curbside 65-gal Green Waste Cart	Total Monthly Rate⁴
20-gal	19.56	2.88	22.44
32-gal	24.44	2.88	27.32
45-gal	33.02	2.88	35.90
Additional Waste Cans (See note 5 below for Additional Recycling or Green Waste Carts)			
32-gal	20.77		
45-gal	29.35		

Weekly Curbside² - Customer Can (MONTHLY RATES)			
Waste Can Size	Waste Can + 65-gal Recycling Cart	65-gal Green Waste Cart	Total Monthly Rate⁴
20-gal	19.56	2.88	22.44
32-gal	23.73	2.88	26.61
45-gal	32.27	2.88	35.15
Additional Waste Cans (See note 5 below for Additional Recycling or Green Waste Carts)			
32-gal	20.06		
45-gal	28.60		

Weekly Curbside² - Wheeled Carts (MONTHLY RATES)			
Waste Cart Size	Waste Cart + 65-gal Recycling Cart	65-gal Green Waste Cart	Total Monthly Rate⁴
20-gal	19.56	2.88	22.44
35-gal	23.73	2.88	26.61
65-gal	43.78	2.88	46.66
95-gal	53.81	2.88	56.69
Additional Waste Carts (See note 5 below for Additional Recycling or Green Waste Carts)			
35-gal	20.06		
65-gal	40.11		
95-gal	50.14		

- 1 Standard residential service = Weekly collection of one waste can/cart (Backyard 20, 32 or 45-gal customer can, plus weekly curbside collection of one 65-gallon cart each for Recycling and yard waste,
- 2 Optional weekly Curbside collection of 20, 32 or 45-gal customer can, or 20, 35, 65 or 95-gal waste cart, plus weekly Curbside collection of one 65-gal Recycling cart and one 65-gal green waste (organics) cart.
- 3 Backyard = On-site waste service (carry out from and return to backyard), not applicable to Recycling or Green Waste/organics
- 4 Rates based on waste container size, filled to rim, with lids fully closed. Customers with approved Green Waste exemptions shall be charged the Total Monthly Rate minus the charge for the Weekly Curbside Green Waste Cart.
- 5 Additional Recycling/Green Waste Carts: Recycling (65-gal) - \$3.67 per cart per month + \$27.42 per delivery
Green Waste (65-gal) - \$2.88 per cart per month + \$27.42 per delivery

B. MAXIMUM COLLECTION RATES FOR COMMERCIAL SERVICE

CART AND BIN SERVICE

<i>Cart Service – Curbside</i>	
Cart Size	Monthly Rate ⁵
35-gal	30.58
65-gal	64.61
95-gal	79.89
⁵ Weekly waste collection + weekly 65-gallon Recycling collection.	

<i>Bin Service</i>					
Bin Size	Monthly Rate				
	Collections per week				
	1	2	3	4	5
1-yard	121.15	193.3	245.88	298.99	351.12
2-yard	162.74	245.88	303.42	360.94	418.45
Notes: Includes collection of non-organic Recycling and green waste/wood waste in containers equivalent in size to containers used for Solid Waste					

ROLL-OFF DEBRIS BOX SERVICE

<i>Debris Box Service</i>		
Box Size	Per Pull Rate ⁶	Included Disposal (Tons) ⁷
10-Yard	208.76	1.00 ton
14-Yard	293.94	1.5 tons
20-Yard	343.13	1.75 tons
⁶ Temporary rental - 5-day maximum. ⁷ Additional charge of \$100.00 per ton applies for disposal in excess of the amounts listed above.		

G:\Conservation\Deidra_Collection\Franchised Haulers\Crockett Garbage Service\Amendment 3\FINAL to be Executed\Exhibit B_2-1-2017 CLEAN for Signature.doc

UNINCORPORATED CONTRA COSTA COUNTY DIVERSION DATA

Service Provider: _____
 Program Type: _____
 Unincorporated Service Area: _____
 Is the data taken from an annual report (Yes or No)? _____
 If not, which quarter of the year (e.g. 1,2,3 or 4)? _____
 Year: _____

MATERIAL TYPES

ENTER TONNAGES (unless otherwise specified) BY MATERIAL TYPE

Abbreviations are shown in parenthesis

PAPER	HHW / E-WASTE
Corrugated Cardboard (OCC): _____	Used Oil – gallons: _____
Newsprint (ONP): _____	Oil Filters – each: _____
High grade (HG): _____	Disposable Batteries – each: _____
Mixed Paper (MP): _____	Auto Batteries – each: _____
Magazines (OMG): _____	CFL Bulbs – each: _____
	TVs & Monitors (CRTs) – each: _____
	E-Waste without Display(s) – each: _____
PLASTIC	INERTS, CONSTRUCTION / DEMOLITION, DIRT
Polythylene Terephthalate #1 (PET) _____	Mixed C and D (C and D): _____
High Density Polyethylene #2 (HDPE) _____	Inerts (INRT): _____
Polyvinyl Chloride #3 (PVC) _____	Asphalt (Asph) _____
Low Density Polyethylene #4 (LDPE) _____	Concrete (Conc): _____
Polypropylene #5 (PP): _____	Dirt/Soil (Dirt): _____
Polystyrene #6 (PS): _____	
Other (P-X): _____	
GLASS	OTHER MATERIALS
CA Redemption Value Cont. (CRV) _____	Beverage Containers (Bev Cont): _____
Non CRV Bottles and Jars (No CRV) _____	Textiles (TX): _____
Other Glass (GLS): _____	TS/LF Salvage (Salvage): _____
	White Goods (WG): _____
	Reusables (REUSE): _____
	Tires – each: _____
	Commingled: _____
	Other (OTHER): _____
	Residuals (Non-Diversion): _____
METAL	
Aluminum Cans (UBC): _____	
Tinned cans and ferrous (Fe): _____	
Other non-ferrous (N-Fe): _____	
Generic Metal (Mixed): _____	
ORGANICS	
Yard Waste (YW): _____	
Food Waste (FW): _____	
Wood Waste (WW): _____	
Mixed Organic Waste (MOW): _____	

Completed by: _____
 Phone No. _____
 E-Mail _____

Date: _____

Page ____ of ____

Instructions for completing diversion data forms:

The attached form has been designed to assist Contra Costa County in compiling information on diversion programs in unincorporated areas of the County. The use of these forms will aid County staff in tracking the progress of individual waste diversion programs and unincorporated communities. The following instructions have been written to assist you in accurate and efficient completion of these forms:

- Service Provider: Enter the name of your company or franchised service provider.
- Program Type: Enter the program name (for example: curbside pick-up, drop-off, special collection event). **Complete a separate form for each program!**
- Unincorporated Service Area: If possible, indicate the Unincorporated Service Area where the materials came from (e.g. Crockett). If specific information is unavailable, use a more general description to identify the location or region (e.g. use West County to identify materials collected in the western region of Contra Costa County). **Complete a separate form for each Unincorporated Area!**
- On the next two lines, please indicate whether the data represents an entire year or is a single quarter. If data is for a single quarter, be sure to use a new form for each quarter of data.
- Enter the tonnages of each material type you handle. If you have a material type that does not appear on the list, use one of the categories listed as listed as “other” to report materials. For paper grades not listed, use either “mixed paper” or “high grade paper”, as appropriate.
- Use the space provided under “notes” to make any special comments about the data presented in the form.
- At the bottom of the page write your name, the name of your organization and phone number, the date; and the current page and total number of pages being submitted.

If you have any questions or concerns regarding the completion of these forms, please call Marjorie Koll or Deidra Dingman at (925) 674-7203.

Thank You For Your Assistance!

EXHIBIT D

SERVICES FOR COUNTY DESIGNATED LOCATIONS AND FACILITIES

Dated: March 1, 2017

Section 1: GENERAL OBLIGATIONS RELATED TO SERVICES FOR COUNTY DESIGNATED LOCATIONS AND FACILITIES

Sections 18 and 20 of the Agreement require the Contractor to provide the services set forth herein. The services described in Section 18 of the Agreement are the routine services described in Section 2 of this Exhibit D and the on-call services described in Section 3.A. and 3.B. of this Exhibit D. The services described in Section 20 of the Agreement apply to the on-call community clean-up services described in Section 3.C. of this Exhibit D.

Section 2: ROUTINE SERVICES FOR COUNTY DESIGNATED LOCATIONS AND FACILITIES

As of the date of this Exhibit D, the public facilities where the Contractor is required to provide Solid Waste and Recyclable Material collection services are:

- i. Crockett Community Center
- ii. 21 existing public use "street cans" (16 to be repaired and replaced as needed)
- iii. Lift station serving Crockett's primary wastewater treatment plant operated by the Community Service District's (CSD) Sanitary Department - Sewage grit dumpster to be serviced within 48 hours of receiving each request
- iv. Crockett Public Library
- v. Fire stations in Crockett and Port Costa
- vi. Crockett Pool/Park

The locations and service levels for each of the above public facilities are set forth in the table below. The public facilities, locations and related service levels specified herein may be modified from time to time as provided for in Section 18 of the Agreement.

Public Facilities Being Served in Crockett-Tormey-Port Costa		Location	SERVICE LEVEL <i>[Weekly unless otherwise specified]</i>		
			Trash (Qty/Size)	Recycling (Qty/Size)	Organics (Qty/Size)
i.	Crockett Community Center	850 Pomona St	10 / 95-gal <i>[twice per week]</i>	5 / 65-gal	N/A
ii.	Street cans in Crockett (19)	(1) 1325 Pomona St – Valona Market (left side of Market store front)	35-gal	N/A	N/A
		(2) 1300 Pomona St – Northwest Corner of Pomona St & 2 nd Ave	35-gal	N/A	N/A
		(3) Northwest Corner of Pomona St & 3 rd Ave	35-gal <i>[twice per week]</i>	N/A	N/A
		(4) 1245 Pomona St – Leonard's Automotive (Crockett Auto Service) Near Southwest Corner of Pomona St & 3 rd Ave	35-gal <i>[twice per week]</i>	N/A	N/A
		(5) Front of John Swett High School – Northeast Corner of Pomona St & Crockett Blvd near Bus Stop	35-gal	N/A	N/A

Public Facilities Being Served in Crockett-Tormey- Port Costa		Location	SERVICE LEVEL <i>[Weekly unless otherwise specified]</i>		
			Trash (Qty/Size)	Recycling (Qty/Size)	Organics (Qty/Size)
ii.	Street cans in Crockett (19)	(6) Rolph Memorial – Southwest Corner of Rolph Park Dr & Pomona St	35-gal	N/A	N/A
		(7) 491 Pomona St – J & L Market, Southeast Corner of Pomona St & Atherton Ave	35-gal <i>[twice per week]</i>	N/A	N/A
		(8) 628 2nd Ave – across from Toot's Tavern, Northwest Corner of Ceres St & 2nd Ave	35-gal	N/A	N/A
		(9) 2nd Ave & Wanda St – Southwest Corner near bus stop	35-gal*	N/A	N/A
		(10) 501 Port St – Fishing area near The Nantucket restaurant	35-gal	N/A	N/A
		(11) Southwest Corner of Rolph Ave & Loring Ave at Bus Stop	35-gal	N/A	N/A
		(12) West side of Rolph Ave just South of Rolph Ave & Winslow St	35-gal	N/A	N/A
		(13) 891 Loring Ave – Southeast Corner of Loring Ave & Rolph Ave (along Rolph Ave)	35-gal	N/A	N/A
		(14) 900 Loring Ave – Crockett Historical Museum, Northwest Corner of Loring Ave & Rolph Ave	35-gal	N/A	N/A
		(15) Crockett Plaza – Northeast Corner of 2nd Ave & Pomona St adjacent to 729 2 nd Ave	35-gal <i>[twice per week]</i>	N/A	N/A
		(16) 746 Loring Ave, Crockett-Carquinez Fire Station No. 78 – Northeast Corner of Loring Ave & West St	35-gal	N/A	N/A
		(17) Adjacent to 733 Loring Ave (East side), Across the Street from Crockett-Carquinez Fire Station (746 Loring Ave)	35-gal	N/A	N/A
		(18) Crockett Plaza – Near Northeast Corner of 2nd Ave & Pomona St in center Northeast side of Plaza	35-gal <i>[twice per week]</i>	N/A	N/A
		(19) Crockett Plaza – Near Southeast Corner of 2nd Ave & Pomona Street in Southeast corner of Plaza adjacent to 1214 Pomona St	35-gal <i>[twice per week]</i>	N/A	N/A
	Street Cans – Port Costa (2)	(20) Near 101 Canyon Lake Drive, Southwest Corner of Canyon Lake Dr & Reservoir St	35-gal	N/A	N/A
		(21) Near 23 Canyon Lake Dr, on West side of Street adjacent to Street Bench	35-gal	N/A	N/A
iii.	Lift Station at CSD Sanitary Treatment Plant	400 Port St	5-yd <i>[On-call]</i>	N/A	N/A
iv.	Crockett Library	991 Loring Ave	2 / 35-gal	2 / 65-gal	2 / 65-gal
v.	Crockett-Carquinez Fire Station	746 Loring Ave	95-gal	3 / 65-gal	65-gal
	Crockett-Carquinez Fire Station	1425 Lillian St	65-gal	65-gal	65-gal
	Port Costa Fire Station	49 Canyon Lake Dr	35-gal	65-gal	65-gal
vi.	Crockett Pool/Park	850 Pomona St, Alexander Park area on Rolph Ave	5 / 95-gal <i>[twice per week]</i>	3 / 65-gal	N/A

* Pending replacement of container

Section 3: ON-CALL SERVICES FOR COUNTY DESIGNATED LOCATIONS AND COMMUNITY CLEAN-UPS

The manner in which the on-call services required in Section 18 of the Agreement are to be arranged, provided and reported is described in Sections 3.A. and 3.B. Similarly, the community clean-up services required in Section 20 of the Agreement are to be scheduled, provided and reported as described in Section 3.C. Contractor shall provide operational and cost data by on-call service type upon request of the Director or his designee. In order to be considered for rate setting purposes, Contractor shall separately track costs for providing said on-call services requested by the County and such costs shall be segregated in rate applications. Expenses incurred by Contractor in performing services pursuant to Sections 18 and 20 of the Agreement will be treated as allowable for rate setting purposes to the extent such costs are properly accounted for in the rate application(s) submitted by Contractor.

- A. RIGHT-OF-WAY LOCATIONS:** Contractor shall remove Solid Waste and Recyclable Material from specified locations in the County rights-of-way within five (5) business days of receiving each written request from the Director or his designee.

Contractor shall track and report to Director all on-call services provided by Contractor at requested right-of-way locations. Contractor shall utilize the on-call service reporting template provided by Director or his designee, unless an alternative reporting format is approved by the Director or his designee.

Effective April 1, 2018, provided that an associated rate change has taken effect, Contractor shall provide up to six (6) right-of-way pick-ups to remove illegally dumped debris per year (unused pick-ups will be available in subsequent years).

- B. ABATEMENT PROJECT LOCATIONS:** Upon written request of the Director or his designee, Contractor shall provide and service requested receptacle(s) at the specified abatement project locations in accordance with the following parameters:

1. Contractor shall identify mutually agreeable date that the requested receptacle(s) will be delivered to the specified location within three business days of the written request.
2. Contractor shall deliver the requested receptacle(s) on the date mutually agreed upon.
3. Contractor shall remove the requested receptacle(s) on the date mutually agreed upon.
4. Contractor shall track and report to Director all receptacles provided to County by Contractor and document the amount of material disposed or Recycled from receptacles. Contractor shall utilize the on-call service reporting template provided by the Director or his designee, unless an alternative reporting format is approved by the Director or his designee.

Contractor is not obligated to provide these services until an associated rate change takes effect.

- C. COMMUNITY CLEAN-UPS:** Contractor shall provide and service up to five (5) 20-cubic yard debris boxes per year, unless some other combination of boxes with equivalent total capacity is approved by the Director or his designee, at community clean-up locations in the Franchise Area specified by the Director or his designee pursuant to Section 20 of the Franchise Agreement. Contractor shall track and report in writing to Director the number of community clean-up boxes utilized at each location and associated amounts disposed of or Recycled semi-annually.